

A G R E E M E N T

between

VILLAGE OF RIVERSIDE

A N D

LOCAL 73 - SERVICE EMPLOYEES INTERNATIONAL UNION

January 1, 2022 – December 31, 2026

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ARTICLE 1 RECOGNITION

The Employer recognizes Local 73, Service Employees' International Union, as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include employees in the job classifications: Water Operator, Public Works Maintenance, Public Works Foreman, Streets Foreman, Forester, Mechanic/Public Works Maintenance.

ARTICLE 2 NO DISCRIMINATION

Section 1 - No Discrimination. Neither the Village nor the Union shall discriminate against any employee in a manner which would violate any applicable law because of race, creed, color, national origin, age or sex. All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 2 - Union Membership. Neither the Village nor the Union shall interfere with the rights of employees to become or refuse to become members of the Union, and there shall be no discrimination against any employee because of Union membership or non-membership activity or status. The Union recognizes its responsibility as a bargaining agent and agrees to represent fairly all employees in the bargaining unit.

Section 3 - Grievance Remedies. Members of the bargaining unit asserting violations of this Article may process their grievance up to, but not including, binding arbitration. Employees dissatisfied with the disposition of their grievance under this Article may seek redress before the appropriate administrative agency or court.

ARTICLE 3 DUES DEDUCTION AND FAIR SHARE

Section 1 - Dues Checkoff. During the term of this Agreement, the Employer will deduct from each employee's biweekly paycheck the uniform, regular dues and initiation fees for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Village shall remit such deductions monthly to the Union at the address designated by the Union.

Section 2 - Indemnification. The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that 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, or in reliance on any written checkoff authorization furnished under any of such provisions.

**ARTICLE 4
MANAGEMENT RIGHTS AND ENTIRE AGREEMENT**

Section 1 - Management Rights. Except as specifically limited by the express written provisions of this Agreement, 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 deploy employees to various assignments or functions; to maintain a capable and efficient work force; to establish reasonable work and productivity standards and from time to time change those standards; to assign 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 establish reasonable performance standards for employees; to discipline, suspend, and discharge employees for just 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 work hours; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department/Water Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village President, Village Manager, Police Chief, Fire Chief/Emergency Management Director, Public Works Director, or authorized designees; and to generally carry out the mission of the Village.

Section 2 - Entire Agreement. The parties acknowledge that, during the negotiations which resulted in 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 or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement.

**ARTICLE 5
NO STRIKE**

Section 1 - No Strike. During the term of this Agreement, neither the Union nor any of its agents shall authorize, institute, aid, condone or engage in a slowdown, work stoppage, refusal to cross picket lines or other interference with Village work.

Section 2 - Consequences. Employees violating this Section may be terminated and

neither they nor the Union shall have any recourse to the grievance procedure except to ascertain whether or not the employee has violated this Section.

Section 3 - Union Obligations. The Union agrees to notify all employees in the bargaining unit of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this Section of the Agreement to return to work.

Section 4 - No Lockout. The Village shall not lockout any employee during the term of this Agreement as result of a labor dispute.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 1 - Work Week. The normal work week and work day will be Monday through Friday, 7:30 a.m. to 4:00 p.m. Should it be necessary for the Village to temporarily establish a daily or weekly work schedule departing from the normal work week, the Village will, except in emergency situations, provide at least one week's notice to the employee or employees to be affected. Temporary schedule changes should be for periods not to exceed 20 consecutive working days.

Section 2 - Work Day. The work day shall consist of eight consecutive hours, except that the work day shall be interrupted by an unpaid 30-minute lunch period, except in emergencies. In addition, the work day shall include one 15-minute break in the morning. Shifting of the eight hour work day (i.e., 8:00 a.m. – 4:30 p.m.) is not allowed and paid time off will be utilized for those arriving after 7:30 a.m. or leaving before 4:00 p.m., unless prior approval by the Director of Public Works is received. In emergency situations, if employees are not able to take a lunch or break during the regularly scheduled time, the affected employee shall take their break or lunch period at the time the emergency subsides. Failure to secure said break as a result of workload shall not indicate payment of overtime.

Section 3 - Overtime. Hours worked in excess of forty (40) in a work week are considered overtime work and compensation is paid at one and one-half times the employees' regular hourly rate. For purposes of determining overtime, "hours worked" shall not include paid sick leave time taken, in excess of twelve (12) hours in any work week.

Section 4 - Sunday and Holiday Overtime. All work performed on Sundays and Holidays shall be paid at one and one-half times the employees' hourly rate.

Section 5 - No Pyramiding of Overtime. There shall be no pyramiding of overtime under this Agreement.

Section 6 - Call Back Pay. An employee called back to work outside of his regularly scheduled shift shall be paid for the hours worked, or a minimum of two (2) hours' pay at time and a half the employee's regular straight time rate, whichever is greater.

Section 7 - Compensatory Time. Bargaining unit employees are allowed to accrue compensatory ("comp") time in lieu of overtime pay at their applicable hourly rate for the overtime hours in question when submitting their payroll time sheets. Each employee shall be permitted to accrue in any contract year (January 1- December 31) a maximum of one hundred twenty (120) (80 hours x 1.5) hours of comp time. The one hundred twenty (120) hour maximum shall be calculated on a "rolling" basis, i.e., employees who reach the maximum and subsequently use some or all of their comp time may again accrue comp time up to the one hundred twenty (120) hour maximum. Accrued comp time shall, if practicable to the needs of the department, be used within the contract year. At the end of the contract year, each employee may choose either to receive payment of some or all of the comp time he/she has not utilized by the end of the year (December 31) or carry over unused comp time into the following year. No more than one hundred twenty (120) hours may be carried over. Employees requesting use of comp time of 8 hours or less must give at least 24 hours' notice (Saturdays, Sundays, and holidays not included). Use of comp time in excess of 8 hours requires at least 72 hours' notice. In any case, the maximum amount of comp time that can be requested at any one time cannot exceed 24 consecutive comp time hours. Use of comp time shall be subject to the needs of the Department and may only be denied for legitimate business reasons and may not be withheld for arbitrary reasons.

Section 8 - Mandatory Meetings. Mandatory meetings will be held during working hours. Such meetings shall not be scheduled during employee breaks or lunch periods.

Section 9 - Overtime Assignments. The Department Head or his designee(s) will make overtime assignments within the job classification that normally performs the work in which the overtime is needed. To the extent that employees' skills are interchangeable, the Department Head or his designee shall assign overtime on a rotational seniority basis to equalize overtime opportunities within the bargaining unit. For overtime work that has traditionally been performed by all members of the Public Works Department, reasonable efforts will be made to equalize overtime opportunities. However, specific employees may be selected for special assignments based upon specific skills, ability and experience. Seasonal employees shall be offered the opportunity to earn overtime pay only after all full-time employees have been given the opportunity to work the overtime.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1 - Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving the meaning, interpretation or application of the provisions of this Agreement. The imposition of discipline up to and including discharge shall also be subject to the grievance procedure, provided that oral reprimands may be grieved, but not arbitrated, under this Agreement. The Village agrees that post-probationary employees will not be discharged unless there is just cause for discharge.

Section 2 - Procedure

Step 1. Any employee and/or Union representative who has a grievance shall submit the grievance in writing on a form to the employee's Operations Supervisor, specifically indicating that it is a grievance under the terms of the Agreement. The grievance shall contain a complete statement of the facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. All grievance(s) shall be filed within ten (10) calendar days from the date of the occurrence which gave rise to the alleged violation, or ten (10) calendar days from the date from which the grievant should have become aware of the circumstances which led to the alleged violation. The employee's Operations Supervisor shall investigate the grievance and, if he deems necessary, shall offer to discuss the grievance with the grievant and/or the Union at a mutually agreed upon time. Thereafter, the employee's Operations Supervisor shall render a written response to the grievant within ten (10) days after receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, and the grievant and/or the Union wishes to appeal the decision to Step 2, the grievance shall be submitted in writing to the Public Works Director within ten (10) calendar days after receipt of the response at Step 1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 1. The Public Works Director shall respond to the grievance in writing ten (10) days after its receipt. If the Public Works Director denies the grievance, he shall set forth his reasons for denial.

Step 3. If the grievance is not settled at Step 2, and the grievant and/or the Union wishes to appeal the decision to Step 3, the grievance shall be submitted in writing to the Village Manager within ten (10) calendar days after receipt of the response at Step 2. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 2. The Village Manager shall respond to the grievance in writing ten (10) days after its receipt. If the Village Manager denies the grievance, he shall set forth his reasons for denial.

Step 4. If the grievance is not settled at Step 3, and the Union wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) calendar days of the receipt of the Village Manager's response at Step 3. The arbitration shall proceed in the following manner:

- a. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of the notice of referral to arbitration. In the event that the parties are unable to agree upon an arbitrator within the five (5) day time period, the parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. Such arbitrators must be members in good standing of the National Academy of Arbitrators. A representative of each party shall alternately strike names from the list within five (5) calendar days following the receipt of the list. The order of striking shall be determined by a coin toss. The final name remaining on the list shall be the arbitrator.
- b. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or

subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable federal or state laws or rules and regulations of administrative bodies that have force or effect of law.

The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Village, the Union and the employees covered by the Agreement.

The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union provided that each party should be responsible for compensating its own representatives and witnesses.

- c. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

ARTICLE 8 SENIORITY

Section 1 - Definition of Seniority. For purposes of this Article, "seniority" is defined as an employee's length of most recent continuous employment with the Village of Riverside since his last hiring date as a full-time employee. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of thirty (30) days or more, or during layoffs. When two (2) or more employees have the same seniority date, their seniority position shall be determined by the date and time of their original application for their respective job with the Village.

Section 2 - Probationary Period. New employees shall be considered probationary employees for the first six (6) months of employment. During the probationary period, an employee can be discharged at the discretion of the Village. All employees, as a condition of their employment, must maintain any licenses or certification required to fulfill the duties of their job.

Section 3 - Termination of Seniority. Seniority terminates if the employee:

- a. quits;
- b. retires;

- c. is discharged for just cause;
- d. is laid off and fails to respond to a notice of recall in accordance with Article IX;
- e. is laid off and does not perform bargaining unit work for the Village for a period in excess of two (2) years; or
- f. falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village Manager.

Section 4 - Seniority List. An updated seniority list will be posted by May 15th of each year. If an employee has a problem with the accuracy of the list, he or she must notify the Director of Public Works within five (5) working days of the posting. If the employee does not raise a problem within five (5) working days, the list shall be deemed as accurate.

ARTICLE 9 LAYOFF AND RECALL

The Village may layoff bargaining unit employees for lack of work or budgetary reasons. Employees will be laid off in order of their seniority provided the employees retained have sufficiently demonstrated skill and ability to perform the remaining work. The determination of the employees' skill and ability is within management's discretion, subject only to this Agreement's grievance procedure. If all the other factors are equal, the employee with the greatest seniority will be retained. The Village will provide employees with at least a twenty-one (21) day notice of impending layoffs.

Except for the months of June through August, the Village shall not retain seasonal employees while any full-time, bargaining unit member is on layoff. For the purposes of this provision, "seasonal" employee shall mean any employee hired to perform public works functions (other than clerical or administrative) on a seasonal, temporary or part-time basis.

Employees on layoff shall be placed on a two (2) year recall list. Before new employees are hired, employees who are on the recall list shall be recalled in inverse order of their layoff. Employees who are eligible for recall will be given twenty-one (21) calendar days' notice of recall with the first of the 21 days being the date the notice is postmarked by the United States Postal Service. Notice of recall shall be sent to the employee by certified mail, return receipt requested. If the employee does not report to work on the date specified in the notice of recall, the employee waives any right to recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice as indicated in this section to the mailing address last provided by the employee. It is the obligation of the employee to provide the Village Manager or his designee(s) with the employee's current mailing address in order to comply with this Section.

ARTICLE 10 SAFETY

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

accordingly:

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

However, if an individual employee has reasonable fear and concern that the performance of an assigned duty may endanger his life, the employee shall have the right to refuse to perform the job without danger of discipline. In the event that the Employer determines that the employee's fear was unreasonable, the employee may be disciplined, and the employee may file a grievance in accordance with the grievance procedure.

ARTICLE 11 SCHOOLS, SEMINARS, REIMBURSEMENT FOR JOB-RELATED COURSES

Section 1 - Compulsory Training. Employees required by the Village to attend any outside training shall be paid at the applicable rate for all hours spent in the training. In addition, employees shall be reimbursed for mileage and expenses in accordance with Village practices and procedures. The Village will also pay for the cost of such training. The Employer shall arrange all compulsory courses and training programs in such a manner so that, any employee required to complete such course or participate in such training program shall be able to do so during his regularly scheduled shift, whenever possible.

Section 2 - Optional Job-Related Courses or Seminars. Employees who want to attend a seminar or course which is job related may apply to the Department Head. If the Department Head determines that the employee should be eligible for the requested seminar or course of training, the Village will pay for tuition and, if applicable, pay for travel expenses.

Section 3 - Educational Fund. The Department Head shall establish guidelines for tuition reimbursement for bargaining unit members enrolled in courses related to their duties for the Village. The Department Head will review applicants to determine their eligibility and to allocate the funds provided by the Village, not to exceed Three Thousand Dollars (\$3,000.00) per year for the entire bargaining unit.

Section 4 - Educational Reimbursement. In the event that an employee voluntarily leaves the employment of the Village, he/she shall be obligated to repay all tuition subsidies received in the twelve (12) months prior to such separation.

ARTICLE 12 GENERAL PROVISIONS

Section 1 - Labor/Management Committee. The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Union and responsible administrative representatives of the Village. Accordingly, the parties agree to meet periodically at the request of either party and

at mutually agreeable times and locations.

Section 2 - Personnel Files. The Village agrees to allow employees or their authorized designee to examine the contents of their personnel file in accordance with the Illinois Personnel Record Review Act, 820 ILCS 40/01 *et seq.*, upon five (5) working days' written notice to the appropriate Department Head. Upon written request, the Village shall provide employees with copies of the contents of their personnel files; provided that employees must pay for the copies at the rate normally charged to the public. Personnel files may not be removed from the appropriate Department office.

Section 3 - Uniforms. The Village shall supply employees with uniforms as follows:

- a. Employees will be expected to maintain a presentable image in the public eye, commensurate with their job function.
- b. New employees will be provided the twelve (12) sets of uniforms when hired. Employees will be required to clean their own uniforms. The Village agrees to make the Department's laundry facilities available for this purpose.
- c. Upon the one-year anniversary of providing the twelve (12) new sets of uniforms, and annually thereafter, each employee shall be able to purchase replacements for any uniform parts torn, stained or otherwise rendered unsuitable for continued on-duty use. The Village shall reimburse each employee up to a total maximum reimbursement of \$450 for uniform and/or work shoe replacements per year. Acceptable uniform items for reimbursement include: pants, work shirts, sweatshirts, vests and boots. Employees must submit an appropriate receipt to the Director of Public Works for any reimbursement.
- d. The Village shall supply, at no cost to employees, any and all required safety or personal protection equipment, cold-weather gear and/or foul weather gear, including jackets, overalls, safety vests, and rain gear.

Section 4 - Subcontracting. The Union agrees that the Village has the right to subcontract and if it elects to subcontract the Village agrees to provide the Union with a thirty (30) calendar day notice before it places ads for bids for work currently being done by bargaining unit members. In the event that the Village contemplates subcontracting work which could result in layoffs, the Village agrees to notify the Union in writing of the intent to subcontract and to do effects bargaining prior to any change.

Section 5 - Promotions. When promotions occur, the Village will fill those promotions by employing the most qualified applicant for the vacancy whether that employee is a member of the bargaining unit or not. However, first consideration shall be given to any qualified unit members who apply. The "most qualified applicant" shall be defined as the one who has the greater skills and experience.

Section 6 - Light Duty. Employees who are ill or injured may be assigned to light duty work, in any Village Department, provided that such work is available, necessary and consistent with the employee's restrictions. Any employee assigned to such duty will continue to be paid his normal hourly rate of pay.

ARTICLE 13 UNION RIGHTS

Section 1 - Union Visitation Rights. Union representatives shall be permitted to visit employees at the Public Works Department or water pumping station prior to or after working hours or during the employee's lunch hour for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided that the Union representatives give prior notice to the Village.

Section 2 - Bulletin Boards. The Village will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to post notices concerning the bargaining unit of a non-political, non-inflammatory nature. A copy of such notice will be provided to the Public Works Director.

Section 3 - Notice of Union Officers. By or at the time of execution of this Agreement, the Union will provide the Public Works Director with a list of current local officers and the Union's business representative assigned to service the unit. Within five (5) business days of any election of new local officers and/or the appointment of a new business agent to service the unit, the Union shall provide written notice of such change to the Public Works Director.

ARTICLE 14 HOLIDAYS AND PERSONAL DAYS

All full-time employees are eligible for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Spring Holiday
- Memorial Day (last Monday in May)
- Juneteenth
- Fourth of July
- Labor Day (first Monday in September)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Two (2) personal days

To be eligible to receive pay for any of the above days off, employees must work on or have an excused absence from their normal working day preceding and their normal working day following the holiday or personal leave day. Absence due to illness may require a doctor's statement.

If a holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a holiday falls on a Sunday, the following Monday shall be the observed holiday.

ARTICLE 15 LEAVES

Section 1 - Vacation. Vacation will be given to employees in accordance with the vacation schedule below. In scheduling vacation time off, more senior employees will have preference over less senior employees. However, once scheduled there shall be no "bumping" and a more senior employee shall not be permitted to bump a less senior employee from a previously scheduled and approved vacation. The Director of Public Works has the responsibility and authority to limit the number of people taking vacation at any given time to ensure operations of the department are not compromised by the lack of available personnel.

Time Employed

More than 1 year, less than 6 years
More than 6 years, less than 12 years
More than 12 years, less than 20 years
More than 20 years

Vacation

10 working days
15 working days
20 working days
25 working days

Upon reaching the sixth (6th), twelfth (12th) or twentieth (20th) anniversary date from their date of hire, employees shall be permitted to take a pro-rated portion of their new additional five (5) days of vacation based on .42 days for each month (or majority portion thereof) remaining from their anniversary date up to December 31st of the year.

When a holiday occurs during an employee's scheduled vacation period, an additional day off shall be granted.

Vacation leave will be granted (which is currently provided under the Personnel Rules and Regulations of the Village dated February 21, 2000 and as amended from time to time) on a calendar year basis for all employees, rather than on employment anniversary. Vacation leave will have to be taken during a calendar year, and employees will be entitled to take vacation per the aforementioned schedule beginning January 1st. The number of vacation days as of January 1st will be determined based upon the employee's employment anniversary date longevity for that calendar year. New employees will be entitled to take vacation leave on their first employment anniversary, prorated from their employment anniversary date to December 31st by calculating .83 days per month. Thereafter, their vacation leave will be on a calendar year basis.

Employees may elect to either carry over five (5) vacation days or cash out five (5) vacation days but not both each contract year. In the event of separation from employment with the Village, employees with six months or more of service shall be paid at their prevailing rate for all earned, unused vacation.

Section 2 - Jury Duty Leave. An employee who is required to appear for or serve on a jury shall receive his regular pay and benefits while serving, but must remit to the Village any compensation received for such services.

Section 3 - Sick Leave.

A. Sick leave with pay shall be allowed at a rate of one day per month for a total of 12 days per year (except for probationary employees during their first six months of service, after which they will be credited with 6 days of sick leave). Unused sick leave will be cumulative to a maximum of 120 days.

To illustrate: An employee reaches the 120-day accumulation limit. Two months later, the employee takes a sick leave day. The employee's remaining sick leave balance will be 119, until the following month's accrual.

Upon retirement, employees may use accumulated sick leave to receive additional pension credits (if allowed by their respective pension program).

B. On each January 1 following execution of this Agreement, employees who have accrued thirty (30) days of sick leave and who have not used more than three (3) days (24 hours) of sick leave in the prior calendar year shall have one-half of their accrued but unused sick leave from such prior calendar year converted into its cash equivalent and deposited into the employee's deferred benefit savings account established by the Village pursuant to Section 501(c)(9) or similar provision of the Internal Revenue Code, for purposes of providing retiree health and other qualified benefits.

C. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

1. Personal illness or physical incapacity resulting from causes beyond employee's control;
2. Absences due to an illness, injury or medical appointment of the employee's child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent, or step parent, for reasonable periods of time as the employee's attendance may be necessary, as set forth in the Employee Sick Leave Act. Use of sick leave for these purposes shall be limited to six (6) days per year;
3. Enforced quarantine of the employee in accordance with community health regulations;
4. Pregnancy of the employee or spouse, and/or care of the employee's newborn infant.

In the event that the employee is unable to return to work prior to the exhaustion of his/her accumulated paid sick leave, the employee shall then utilize accrued but unused vacation and/or personal leave. If the occurrence giving rise to the employee's use of paid leave time for the reasons set forth above would also qualify for use of leave under the Family and Medical Leave Act of 1993 ("FMLA"), the time spent on such paid leave shall also be credited against the employee's FMLA leave entitlement.

D. In the case of the death of a member of the employee's immediate family, three (3) days will be allowed for leave which will not be deducted from the employee's sick leave time. Immediate family shall include the employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandchildren, and grandparents. Requests for such leave should be made through the Department Head. Leave without pay may be granted to employees seeking to attend funerals of relatives other than the employee's immediate family. Requests for such leave shall be made to the Department Head.

E. Procedure in case of illness: In order to become eligible for sick leave, employees must promptly notify their immediate superior by telephone or messenger. This information is transmitted to the Department Head. If the absence is more than three (3) days, a certification of some reliable physician, must be filed with the Department Head before salary for the period of leave will be paid. This certification must state the kind and nature of sickness or injury and that the employee has been incapacitated for work during said period of absence. When the absence exceeds thirty (30) days, a new certificate must be filed with the Department Head. The Village may require acceptable verification of the need for sick leave when it determines such verification is necessary or desirable.

F. An employee receiving sick leave with pay who simultaneously receives compensation under Workmen's Compensation laws, or through disability provisions of the Illinois Municipal Retirement Fund, shall receive for the duration of such compensation only that part of their regular salary which will, together with said compensation, equal their regular salary.

G. An employee who is laid off, if reappointed within 24 months, will be entitled to sick leave existing at the time of their lay off, and their service time shall be bridged, but no time shall be given for their lay off.

H. Absence for a part of a day that is chargeable to sick leave in accordance with those provisions shall be charged in an amount not smaller than in one hour increments.

I. Computation of sick leave shall not include regular days off or holidays.

J. Sick leave is a privilege provided by the Village for you and must not be abused. It is intended to cover genuine illness and is not to be used as a means of obtaining additional time off.

K. Records of all credits and debits to sick leave accounts of each employee will be kept. The amount of sick leave credit available for any employee is easily determined and such amounts are available for inspection by any employee upon request to the Department Head.

ARTICLE 16 INSURANCE

Section 1 - Health and Dental Insurance. Each employee in the bargaining unit will contribute twenty percent (20%) of the premium cost toward their premiums for medical insurance, dental insurance, and vision insurance (HMO only).

The contribution will be based on the medical/dental coverage in which the employee is currently enrolled.

By July 1, 2007, the Village shall establish a Flexible Savings Account or similar account to provide for pre-tax payments of the employee's share of their health insurance premiums. Should the tax advantage of said account be diminished by a future change in law or IRS regulations, the parties agree to meet and bargain over the effect of such change.

Section 2 - Life Insurance. The Village agrees to provide life insurance for each member of the bargaining unit in the amount of Fifty Thousand Dollars (\$50,000.00).

Section 3 - Exposure to Disease. The Employer agrees to pay all expenses for inoculation or immunization shots for employees or members of an employee's immediate household when such becomes necessary as a result of said employee's exposure to contagious disease while in the performance of his duties. Employees shall be offered the option of Hepatitis B shots, at the expense of the Village, as needed.

ARTICLE 17 WAGES

Section 1 - Salaries.

<u>Position</u>	<u>(4.93%) 2022</u>	<u>(2.5%) 2023</u>	<u>(2.5%) 2024</u>	<u>(2.5%) 2025</u>	<u>(2.5%) 2026</u>
Foreman / Forester II	\$37.91	\$38.86	\$39.83	\$40.83	\$41.85
Mechanic	\$36.65	\$37.57	\$38.51	\$39.47	\$40.46
Forester I Start	\$31.77	\$32.57	\$33.38	\$34.21	\$35.07
Forester I 24 mos.	\$34.14	\$35.00	\$35.87	\$36.77	\$37.69
Maintenance Start	\$26.49	\$27.16	\$27.84	\$28.53	\$29.25
Maintenance 6 mos.	\$29.12	\$29.85	\$30.59	\$31.36	\$32.14
Maintenance 18 mos.	\$31.77	\$32.57	\$33.38	\$34.21	\$35.07
Maintenance 4 yrs.	\$34.14	\$35.00	\$35.87	\$36.77	\$37.69

Section 2 - Incentive Pay. The Village may require employees to maintain licenses or certifications as a condition of employment based on the needs of the Village. Failure to maintain

a required license or certification may result in disciplinary action up to and including termination of employment. After January 1, 2017, only those employees required by the Village to maintain a particular license or certification shall be entitled to the incentive payments set forth below while they have the required license or certification. Employees who were receiving certification pay as of January 1, 2017, shall continue to receive the same certification pay provided that the certification is maintained. These employees may be assigned duties consistent with their certifications.

Water License	Incentive Increase	Maximum
Classes "B" & "C"	\$.50 additional/hour	\$.50/hr.
Class "A"	\$.25 additional/hour	\$.75/hr.
Herbicides/Pesticides	Incentive Increase	Maximum
Applicator	\$.50 additional/hour	\$.50/hr.
Operator	\$.25 additional/hour	\$.25/hr.
UST Certification	\$.50 additional/hour (limited to one employee at a time other than Crew Leader)	
Crew Leader	\$1.20/hour	

Section 3 - Educational Pay. Members of the bargaining unit who have a degree from an accredited college or university shall, in addition to their regular pay, receive a stipend of one half percent (1/2%) for an associate degree, three quarters of a percent (3/4%) for a bachelor's degree and one percent (1%) for a master's degree paid on or before December 20 of each year. All percentages shall be calculated on the basis of the employee's current base salary as of December 20 of each year.

Section 4 - New Hires. New hires may be slotted in at any step on the salary schedule as determined by the Village Manager.

ARTICLE 18 SAVINGS

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial or legislature action or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 19 DURATION

This Agreement shall be effective from the date of execution shown below and shall remain in full force and effect until December 31, 2026. It shall remain in effect from year to year thereafter unless notice of modification is given in writing by certified mail, return receipt requested or hand delivered, by either party no later than ninety (90) calendar days preceding expiration. The notice shall be considered as given as of the date on the postmark or the date of hand delivery, in which case a written, dated receipt shall be made.

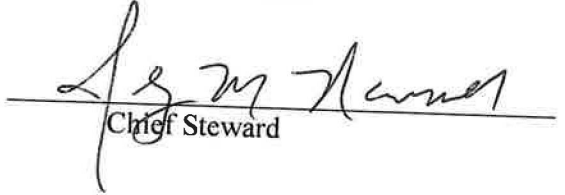
Executed this 16 day of June, 2022.


Village President


Village Clerk


Village Manager


Union President


Chief Steward
