

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

the

VILLAGE OF CHICAGO RIDGE

AND

***SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 73***

PUBLIC WORKS DEPARTMENT

Expiration: December 31, 2017

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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.

ARTICLE I: RECOGNITION

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 all regular full time and regular part time employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

VILLAGE OF CHICAGO RIDGE PUBLIC WORKS DEPARTMENT

Working Foreman (Water)
Working Foreman (Streets)
Working Foreman (Building & Grounds)
Water Plant Operator
Laborer
Laborer 1
Lead Mechanic
Mechanic
Mechanic 1

Excluding all irregular part-time, short term, managerial, Director of Public Works and confidential employees, as defined under the Illinois State Labor Relations Act, the Director of the Public Works Department, 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 Public Works Department.

Section 1.3: Director of Public Works

Director of Public Works 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 Director of Public Works 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 unit, and the Employer determines to replace the previous incumbent: terminations, promotions, resignations or demotions.

Section 2.2: Posting

Whenever a permanent full time vacancy occurs, other than a temporary full time 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 full time vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such full time vacancy, including employees on layoff, may do so.

Section 2.3: Selection

The Employer shall fill the permanent full time 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 full time employee in the next lower pay rate in the unit;
- (b) most senior full time employee from succeeding lower pay rates;
- (c) any and all other means.

An outside applicant will not be hired unless current full time employees are not qualified for the permanent full time 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/FAIR SHARE CHECKOFF

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.

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: Fair Share

Pursuant to Section 3(g) of the Illinois State Labor Relations Act and amendments thereto, non-probationary employees covered by this Agreement who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

Section 3.3: Checkoff/Fair Share Deductions

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 Employer and Union, whereupon, such employee shall pay their fair share amount in accordance with Section 2 of this Article.

Section 3.4: Indemnification

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

Section 3.5: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

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 Director of Public Works, 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 Director of Public Works 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.

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/Slowdown

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

The Union on behalf of an employee or on behalf of a group of employees may process grievances. 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 Director of Public Works. 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 Director of Public Works. Not later than five (5) work days after the event giving rise to the complaint, or five (5) working days 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 Director of Public Works. The Director of Public Works shall orally respond to the employee not later than five (5) work days 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 Director of Public Works, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Director of Public Works or his/her designee no later than ten (10) working days after the employee was notified of the decision by the Director of Public Works. Within five (5) working

days after the grievance has been submitted, the Director of Public Works 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 Director of Public Works 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 Director's written decision or the expiration of the fifteen (15) day period if the Director 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, presently working within the PUBLIC WORKS DEPARTMENT, the following provisions shall apply:

The normal workday is eight (8) hours and the normal workweek is forty (40) hours. The regular starting time is 7:00 a.m. and the regular quitting time is 3:30 p.m. Employees are required to report to work at the normal starting time.

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 or 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 Director of Public Works 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.
- (d) When there are voluntary overtime assignments for bargaining unit work, full time employees shall be asked first to volunteer for the overtime work. If not enough full time employees volunteer for the overtime work, bargaining unit part time employees shall then be asked. Only after all bargaining unit employees have been asked to volunteer for the bargaining unit overtime work and there is still a need, the Employer may ask non-bargaining unit short term employees to volunteer for the work.
- (e) Voluntary overtime will be assigned to full time crew employees on call. First choice of voluntary overtime will be offered to the most senior employee on the on call crew first. However, regular part time employees may perform overtime work after all members of the "on call" list have been notified.

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.

Section 8.6: Regular Part Time Employees

Part time employees under this Agreement shall not be subject to Article VIII, except as follows:

- a. part time employees shall receive time and one-half pay for all hours worked in excess of forty (40) hours in a normal work week;
- b. part time employees shall receive a paid fifteen (15) minute break for each four (4) hours of their work day, or any portion thereof; and,
- c. part time employees shall receive an unpaid lunch period during the mid point in their work day and it shall last no longer than one-half (1/2) hour.
- d. the Employer shall make a reasonable good faith effort to advise part time employees of lack of work and no need to report to duty prior to the employee's scheduled time to report to work.

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 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 employee's 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.

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 work days without proper notification or authorization; or
- (e) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

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. When laying off regular part time employees covered herein, the least senior shall be laid off first.

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 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 IX.

Employees on layoff lists who are recalled to work shall have their seniority restored.

ARTICLE XI: HOLIDAYS

Section 11.1: Paid Holidays

All full-time employees shall receive the following paid Holidays:

New Year's Eve	President's Day
New Year's Day	Memorial Day
Christmas Eve	Independence Day
Christmas Day	Labor Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	*Personal Day (1)
	Employee's Birthday

(*NOTE: Personal Day to be taken upon approval of Director of Public Works, used for emergency circumstances as a non-scheduled sick day.)

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 Thursday/Friday; and, should they occur consecutively on Sunday/Monday, they shall be designated off on Monday/Tuesday.

(b) If a holiday (not Personal Day) occurs during an employees 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. However, an employee calling off sick on their scheduled work day before or after a designated holiday, regardless if approved, shall render them ineligible for "holiday pay" pursuant to Section 11.3 below.

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 holiday, based on their regular rate of pay. However, any such employee working on any of the following specific holidays shall be compensated at double (2.0) as opposed to time and a half (1.5): Christmas Day; New Year's Day; Easter Day; Thanksgiving Day. Employee's not working on such holiday shall be paid their regular rate of pay for that day.

ARTICLE XII: VACATIONS

Section 12.1: Vacation Accrual

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

<u>Years Of Service</u>	<u>Vacation Days</u>
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 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 Director of Public Works;
- (c) Vacation requests for employees shall be filed with the Director of Public Works;
- (d) Up to five (5) earned but unused paid vacation days **shall** 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;
- (f) An employee shall not be eligible for payment of any vacation time 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.

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 Sick Leave 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 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 employees 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

Upon the adoption of this Agreement, all full time employees covered at that time shall be subject to the following **wage schedule**:

EMPLOYEES HIRED PRIOR TO JANUARY 1, 2010 WAGE SCHEDULE

<u>Job Classification</u>	<u>Present</u>	<u>Effective Jan. 1, 2014 (+2.0%)</u>	<u>Effective Jan. 1, 2015 (+2.0%)</u>	<u>Effective Jan. 1, 2016 (+2.0%)</u>
Working Foreman (Water)	\$67,643.33	\$68,996.20	\$70,376.12	\$71,783.64
Working Foreman (Streets)	\$67,643.33	\$68,996.20	\$70,376.12	\$71,783.64
Working Foreman(Blg.Grds.)	\$67,643.33	\$68,996.20	\$70,376.12	\$71,783.64
Water Plant Operator Start – 12 mos.	\$64,836.54	\$66,133.27	\$67,455.94	\$68,805.05
after 12 mos.	\$67,643.33	\$68,996.20	\$70,376.12	\$71,783.64

<u>Job Classification</u>	<u>Present</u>	<u>Effective Jan. 1, 2014 (+2.0%)</u>	<u>Effective Jan. 1, 2015 (+2.0%)</u>	<u>Effective Jan. 1, 2016 (+2.0%)</u>
Laborer (not certified for equipment operation outside "commercial drivers license")				
start – 12 mos.	\$57,320.92	\$58,467.34	\$59,636.68	\$60,829.42
after 12 mos.	\$60,298.60	61,504.57	\$62,734.66	\$63,989.36
Laborer 1 (certified for equipment operation beyond "commercial drivers license")				
start – 12 mos.	\$59,016.14	\$60,196.46	\$61,400.39	\$62,628.40
after 12 mos.	\$62,051.96	\$63,293.00	\$64,558.86	\$65,850.04
Lead Mechanic	\$75,555.08	\$77,066.18	\$78,607.50	\$80,179.65
Mechanic (no certification)				
start – 12 mos.	\$66,968.69	\$68,308.06	\$69,674.22	\$71,067.70
after 12 mos.	\$69,946.41	\$71,345.34	\$72,772.24	\$74,227.69
Mechanic 1 (certified)				
start – 12 mos.	\$70,154.82	\$71,557.92	\$72,989.07	\$74,448.86
after 12 mos.	\$73,132.54	\$74,595.19	\$76,087.09	\$77,608.84

EMPLOYEES HIRED JANUARY 1, 2010 AND THEREAFTER WAGE SCHEDULE

<u>Job Classification</u>	<u>Present</u>	<u>Effective Jan. 1, 2011 Wage Freeze</u>	<u>Effective Jan. 1, 2012 (+2.0%)</u>	<u>Effective Jan. 1, 2013 (+2.0%)</u>
Working Foreman (Water)	\$65,355.87	\$66,662.99	\$67,996.25	\$69,356.17
Working Foreman (Streets)	\$65,355.87	\$66,662.99	\$67,996.25	\$69,356.17
Working Foreman(Blg.Grds.)	\$65,355.87	\$66,662.99	\$67,996.25	\$69,356.17
Water Plant Operator				
start thru 3 years	\$62,644.00	\$63,896.88	\$65,174.82	\$66,478.31
start 4 th year & thereafter	\$65,355.87	\$66,662.99	\$67,996.25	\$69,356.17

Laborer (not certified for equipment operation outside "commercial drivers license")

<u>Job Classification</u>	<u>Present</u>	<u>Effective Jan. 1, 2014 (+2.0%)</u>	<u>Effective Jan. 1, 2015 (+2.0%)</u>	<u>Effective Jan. 1, 2016 (+2.0%)</u>
start thru 3 years	\$55,382.53	\$56,490.18	\$57,619.98	\$58,772.38
start 4 th year & thereafter	\$58,259.52	\$59,424.71	\$60,613.20	\$61,825.47
Laborer 1 (certified for equipment operation beyond "commercial drivers license")				
start thru 3 years	\$57,020.43	\$58,160.84	\$59,324.05	\$60,510.54
start 4 th year & thereafter	\$59,953.59	\$61,152.66	\$62,375.71	\$63,623.23
Lead Mechanic	\$73,000.08	\$74,460.08	\$75,949.28	\$77,468.27
Mechanic (no certification)				
start thru 3 years	\$64,704.05	\$65,998.13	\$67,318.09	\$68,664.45
start 4 th year & thereafter	\$67,581.07	\$68,932.69	\$70,311.34	\$71,717.57
Mechanic 1 (certified)				
start thru 3 years	\$67,782.44	\$69,138.09	\$70,520.85	\$71,931.27
start 4 th year & thereafter	\$70,659.46	\$72,072.65	\$73,514.10	\$74,984.38

Assigned Positions:

The following positions contained in the above "Wage Schedule" is expressly understood between the parties to be "appointed" positions and not subject to the bidding procedures contained herein: **WORKING FOREMAN (Water); WORKING FOREMAN (Streets); WORKING FOREMAN (Blg. Grds.); and, WATER PLANT OPERATOR.** The appointment to these positions and assigned duties shall continue to be at the sole and exclusive discretion of the Employer. It is expressly understood between the parties that the employee retains the right to be reassigned to their prior position and rate of pay associated therewith upon being removed from such appointed position. The removal and reassignment to the employee's prior position and rate of pay shall not be considered disciplinary in nature and shall not be subject to the Grievance Procedures contained herein.

LONGEVITY PAY ADJUSTMENT SCHEDULE

In addition to the above wage increases (after the above percentages are computed), regular full time employees covered herein shall be subject to the following "longevity bonus awards", which shall be payable during the last payroll period of each November:

after completion of four (4) years of service:	\$250.00
after completion of eight (8) years of service:	\$500.00
after completion of twelve (12) years of service:	\$750.00
after completion of sixteen (16) years of service:	\$1,000.00

after completion of twenty (20) years of service:	\$1,250.00
after completion of twenty-four (24) years of service:	\$1,500.00
after completion of twenty-eight (28) years of service:	\$1,750.00

Said bonus awards shall not be pro-rated and shall be considered outside of the employee's wage base. Said bonus awards shall not be cumulative and shall be payable in the above specific amounts for each eligible year.

It is expressly understood between the parties that the above longevity bonus awards shall not apply to those employees hired either on **November 21, 2000** or thereafter.

Section 14.1(a): Wages For Employees Hired January 1, 2014 & Thereafter

Employees hired January 1, 2014 and thereafter shall be subject to the following percentage of the above wage schedule as follows:

Probationary (12 mos.)	70% of wage schedule
After 1 st year	75% of wage schedule
After 2 nd year	80% of wage schedule
After 3 rd year	85% of wage schedule
After 4 th year	90% of wage schedule
After 5 th year	95% of wage schedule
After 6 th year	100% of wage schedule

Section 14.2: Uniforms

The Employer shall establish and maintain a quarter master system for those employees required to wear uniforms and shall replace boots as needed not to exceed \$180.00.

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 \$450 annually**. Said **reimbursement** shall be "per household" (not "per employee") and shall be considered payment outside of wages.

ARTICLE XV: INSURANCE & PENSION

Section 15.1: Health Insurance

Upon adoption of this Labor Agreement by the parties, the Employer shall provide the same insurance coverage to regular full time bargaining unit employees under the same terms and conditions as provided to the Police Department personnel, pursuant to their Labor Agreement. 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.

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 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.

Nothing in this Section shall preclude remaining departments (ie: police; administration; fire) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

Furthermore, any provision to the contrary notwithstanding, this Section 15.1 (Health Insurance) shall be subject to "reopener negotiations" annually during the term of this Agreement, with said "reopener negotiations" commencing between the parties **no later than September 1st of each calendar year.**

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: LEAVES 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 Director of Public Works 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	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
Grandchild	

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) Employee 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 Director of Public Works documentation of the period of time so served and jury fees obtained.

Section 16.5: Prohibition Against Misuse of Leaves

During any leaves 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

The Village of Chicago Ridge shall afford employees employee training and education programs pursuant to any past practice and procedure.

Section 16.7: Regular Part Time Employees

Regular part time employees covered by this Agreement are excluded from this Article XVI and are not subject to its terms and conditions.

Section 16.8: 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 16.9: Restrictive Duties Due To 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, between 7:30 a.m. to 3:30 p.m.
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" period.
7. Benefit accrual 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 a 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 employee's during that leave period. Furthermore, all hours of leave, whether paid or unpaid, shall not be considered as "time worked" for 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 continued 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. Employees required to obtain and maintain a "commercial drivers license" and loss thereof may also constitute grounds for immediate discharge. 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 be sent to both the employee and the Employer. 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 effected.

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. However, this does not apply to situations where the employee is "called back" to duty.

An employee experiencing an "on the job injury" shall be immediately subject to drug/alcohol testing, paid for by the Employer, while the employee remains on duty. For purposes of this provision, an "on the job injury" shall include only those injuries sustained while the employee maintains a "commercial drivers license" and the injury occurred while performing "commercial drivers license" duties in a "commercial drivers license" covered vehicle.

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 Director of Public Works, 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: Residency

All employees covered by the terms of this Agreement, as a condition of continued employment, must maintain their place of domicile within the corporate boundaries of the Village of Chicago Ridge and be bona fide residents therein, for the duration of their employment.

However, an employee may be relieved of such residency requirement where the Employer, in its sole and exclusive discretion, determines that special circumstances exist that justify such waiver due to the nature of the prevailing circumstances. The Employer maintains the sole right to revoke such waiver if circumstances change which negate the reasons for such initial waiver.

Section 18.7: 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 Director of Public Works 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 18.8: Commercial Driver's License Employees Drug/Alcohol Testing

- (1) The parties agree to the following "policy statement" established by the Employer as it pertains to those employees required as a condition of employment to maintain a "commercial drivers license":

"In this period of ever increasing concern about safety and health, and due to the nature of the operations within the Public Works Department, as well as the need to comply with the Drug-Free Workplace Act of 1988, Omnibus Transportation Act of 1991, all applicable rules and regulations of the Dept. of Transportation (which includes the Federal Highway Administration and others), other applicable federal laws or regulations, any contractual obligations, and all laws of the State of Illinois, the Village Public Works Department must maintain strict standards of conduct which includes the possible effects of alcohol, drugs and contraband in the workplace. Said position remains the same regarding substance abuse and alcohol, marijuana, illegal drugs, prescription drugs, or controlled substances."

"No controlled substance, including but not limited to alcohol, controlled substances, illegal drugs, mind-altering chemicals, depressants,

*stimulants, and marijuana is allowed on Village of Chicago Ridge property/premises or in the employee's system without express approval by the employee's Director of Public Works or other representative of management.**

"The off-duty use of controlled substances is prohibited if the off-duty use results in the presence of evidence of the substance in the employee's system when on-duty. Therefore, each covered employee should be aware that such substances are detectable in the human body for a substantial period of time after consumption. Alcohol consumption while on duty is strictly prohibited and will not be allowed under any circumstances."

"The employee who violates this policy is guilty of a major violation of Village policy, and is subject to severe discipline, up to and including termination."

- (2) Drug or alcohol testing may be required of an employee if reasonable suspicion is confirmed, wherein the Union shall be notified and the Village shall arrange for the testing. The Village (management) shall inform the employee being ordered to submit to the test of his/her right to consult with a Union representative. However, testing shall not be inordinately delayed.
- (3) The lab(s) shall make results of "blind proficiency" testing available to the Union upon request.
- (4) The employee being tested shall be compensated at their appropriate rate of pay for all time lost from work as a result of any order to submit to the testing.
- (5) If the report shows a "positive" test, the Union or the employee shall have the right to request the preserved samples be sent for testing to a laboratory chosen by the Union or the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid for by the Village, and the employee's records cleared.
- (6) The Union and Village agree to keep the names of employees undergoing testing procedures confidential.
- (7) Furthermore, with regards to random testing herein, the following discipline shall issue to employees failing the required drug/alcohol tests:
 - (a) first offense: an evaluation and counseling with an approved substance abuse professional;
 - (b) second offense: admittance to a rehabilitation program;
 - (c) third offense: termination from employment.

The employee shall be allowed to utilize accrued time of record during any period herein in order to meet their obligations under the first and/or second disciplinary steps.

- (8) Employees who temporarily suffer loss of driving privileges, except for refusing to submit to random tests herein, shall be allowed to continue their employment duties for as long as alternate assignments are available that do not require an appropriate commercial drivers license.

Section 18.9: Educational Leave

Employees covered by the terms of this Agreement may be granted, upon prior written request and approval by the Director of Public Works 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 duties, 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 if 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.

ARTICLE XIX: EMPLOYEE DISCIPLINE

Section 19.1: Discipline

The Employer agrees with the tenets of progressive and corrective discipline for regular full time employees. The Employer further agrees that discipline shall be imposed only for just cause to all employees covered herein. 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. written reprimand;
2. suspension without pay;
3. discharge.

Employees shall be immediately subject to discharge for: reporting to work (does not apply to "call back" situations) 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. However, this does not apply to "callback" situations.

An employee's refusal to submit to drug/alcohol testing, as directed by the Employer, may constitute grounds for immediate discharge due to gross insubordination.

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.

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

Section 19.2: Limitation

(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 that 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 the 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 be 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 that 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.

Section 24.2: Waiver of Mid-Term Bargaining

The Employer and Union acknowledge that during 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: Term of Agreement

This Agreement shall be effective upon its date of adoption and shall remain in full force and effect until **December 31, 2017**, 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.

Section 26.2: Economic Reopener (2017)

Any other provision to the contrary notwithstanding, the following "economic" provisions of this Agreement shall be subject to "reopener negotiations" between the parties commencing **no later than November 1, 2016**: Article VII (Hours of Work and Overtime); Article XI (Holidays); Article XII (Vacations); Article XIII (Sick Leave); and, Article XIV (Wages). (NOTE: Pursuant to Art. XV, Sec. 15.1, Health Insurance remains subject to "reopener negotiations" annually through the duration of this Agreement.)

**IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18th
day of February, 2014.**

FOR THE EMPLOYER:

Hon. Charles E. Tokar, Mayor

FOR THE UNION:

**Tim McDonald, Vice President
Service Employees International
Union, Local No. 73**

Hon. George Schleyer, Village Clerk

(Seal)

**VILLAGE OF CHICAGO RIDGE
BOARD OF TRUSTEES
RESOLUTION NO. 2014-_____**

WHEREAS the Service Employees International Union, Local 73, has been certified by the Illinois State Labor Relations Board, as the exclusive bargaining agent for certain employees within the Department of Public Works;

WHEREAS this Board has been and continues to be desirous of maintaining harmonious relations with its employees, regardless of their union representation or if they elect to continue to represent themselves in employment related matter;

WHEREAS negotiations have resulted in the recommendation that an amended Labor Agreement resulting therefrom be adopted by this Board, a copy of which is attached hereto and incorporated by reference hereof;

NOW, THEREFORE BE IT RESOLVED BY THIS VILLAGE BOARD:

- (1) That said amended Labor Agreement for certain employees within the Department of Public Works be hereby approved; and,
- (2) That the President and Village Clerk of the Village of Chicago Ridge be hereby authorized and directed to execute said Labor Agreement on behalf of the Village Board and that it be appropriately filed with the Illinois State Labor Relations Board; and,
- (3) That said approval by the Village Board of Trustees is contingent upon and does not take effect until the Union fully executes and approves of this Agreement and its terms and conditions contained herein.
- (4) That legal counsel for the Village Board of Trustees is hereby directed and authorized to appropriately file said amended Labor Agreement with the Illinois Labor Relations Board, pursuant to rules and regulations promulgated by said Labor Relations Board.

PRESENTED, PASSED, APPROVED AND RECORDED ON THIS 18th DAY OF February, 2014.

**HON. CHARLES E. TOKAR
VILLAGE PRESIDENT**

ATTESTED TO BY:

**HON. GEORGE SCHLEYER
VILLAGE CLERK**

Ayes: _____
Nays: _____
Pass: _____
Absent: _____

APPENDIX FOR ADMINISTRATION OF ARTICLE XVII FAMILY AND MEDICAL LEAVE POLICY

Policy Statement

The 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 step-child.
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 by, 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

1. 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 situations, 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 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.

