

Dear FOIA officer,

16-3-15

This is Amanda Koehn at the Better Government Association with a request for documents under the Illinois Freedom of Information Act.

Specifically, under FOIA, I am requesting copies of any and all current union contracts/collective bargaining agreements with your agency. This should include but not be limited to any and all union contracts/CBAs with police and firefighters and other municipal/government workers.

I am making this request on behalf of the Better Government Association (BGA). The BGA is a registered non-profit organization in the State of Illinois.

The principal purpose of this request is to access and disseminate information concerning news and current or passing events and for articles of opinion or features of interest to the public regarding the health, safety and welfare or the legal rights of the general public. The information sought will not be used for sale, resale, or solicitation or advertisement for sales or services.

This request is not made for commercial or personal purposes. More information about the BGA is available on the BGA website, [www.bettergov.org](http://www.bettergov.org), and on file with the Illinois Secretary of State. I ask that you waive fees as the law allows. I ask that you convey this information electronically via email, to this address: [akoehn@bettergov.org](mailto:akoehn@bettergov.org).

Please email me with any questions. If you want to speak to someone on the phone, please call Bob Herguth at [312-821-9030](tel:312-821-9030).

I appreciate your consideration.

Sincerely,

Amanda Koehn

Intern, Better Government Association

[akoehn@bettergov.org](mailto:akoehn@bettergov.org)

3/15/2016 9:22 AM

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# **ILLINOIS FOP LABOR COUNCIL**

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and

## **VILLAGE OF SAUK VILLAGE**

**Patrol and Sergeants**

**May 1, 2011 –April 30, 2015**

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
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## **AGREEMENT**

This Agreement is entered into by and between the Village of Sauk Village, Cook County, Illinois (hereinafter called the "Village/Employer"), and the Illinois Fraternal Order of Police Labor Council/Sauk Village Lodge #234 (hereinafter called the "Council").

### **Background**

Whereas, the Council has been officially recognized by the Village as the sole and exclusive bargaining agent; and

Whereas, this Agreement has as its purpose the promotion of harmonious relations between the Village and the Council; the establishment of an equitable and just procedure for the resolution of differences; and the establishment of rates of pay, hours of work and all other conditions of employment as provided by statute, and

Whereas, it is the intention of this Agreement to provide for the salary structure, fringe benefits and employment conditions of the police officers covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Sauk Village Police Department (hereinafter "Department"), and to provide an orderly and prompt method for handling and processing grievances;

Now therefore, the parties agree with each other as follows:

### **ARTICLE I RECOGNITION AND REPRESENTATION**

The Village recognizes the Council as the sole and exclusive bargaining agent for all full-time sworn peace officers in the rank of patrol officer and sergeant, (hereinafter sometimes called "officers" and "employees") employed by the Police Department of the Village, excluding Chief of Police and all managerial, supervisory and confidential employees and all other employees of the Employer.

Probationary patrol officers shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspension and discharge, shall not be subject to the grievance and arbitration procedure set forth herein. The probationary period shall be twelve (12) months after certification from the Police Basic Training Course, or eighteen (18) months from date of hire, whichever occurs first.

### **ARTICLE II MANAGEMENT RIGHTS**

The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its Police Department in each and every various aspect. Accordingly, except as limited by an express provision of this

Agreement, all rights functions, and prerogatives of management formerly exercised or exercisable by the Village shall remain vested exclusively in the Village. Without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control, and determine the operations or services to be conducted in or at the Police Department or by employees of the Village, to set standards of service offered to the public, to assign and transfer employees, to hire promote and demote employees, discipline, suspend or discharge employees for just cause, to relieve employees from duty for lack of work or for other legitimate reason, to determine the hours, schedules and assignments of work, including overtime and compensatory time, to establish and enforce reasonable rules and regulations, and to change methods, equipment or facilities is vested exclusively in the Village provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement, or with federal, state, local laws or labor laws.

### **ARTICLE III F.O.P. REPRESENTATION**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

#### **Section 3.1: Attendance at Lodge Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that one elected official of the Board of Directors of the local Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the local Lodge or Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer

#### **Section 3.2: Grievance Processing**

Reasonable time while on duty shall be permitted a Council representative for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

#### **Section 3.3: Annual Conference**

Employees chosen as delegates to an F.O.P. State or National Conference will, upon written application approved by the local Lodge and submitted to the Employer, with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time shall not to exceed one (1) week. Employees will be allowed to use any accrued time off options for such leave.

#### **Section 3.4: Lodge Negotiating Team**

No more than one Member at a time designated as being on the Council negotiating team who is scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular

duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

#### **ARTICLE IV INDEMNIFICATION**

##### **Section 4.1: Employer Responsibility**

The Employer shall be responsible for, hold officers harmless from, and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

##### **Section 4.2: Legal Representation**

Officers shall have the legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

##### **Section 4.3: Cooperation**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

##### **Section 4.4: Applicability**

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

#### **ARTICLE V BULLETIN BOARDS**

The Village will provide a bulletin board which will be displayed in the squad room and will be used solely for Union purposes.

#### **ARTICLE VI BILL OF RIGHTS**

The Police Officers Bill of Rights as provided in the Illinois Compiled Statutes, 50ILCS 725/1 et. seq.. as it exists and/or as it is amended, is recognized by the Employer.

#### **ARTICLE VII GENERAL PROVISIONS**

##### **Section 7.1: Right of Entry**

Authorized representatives of the National or State Lodge or Council shall be permitted to visit the Department during working hours to talk with officers of the local lodge or Council and/or representatives of the Employer concerning matters covered by this Agreement.



#### Section 7.2: Examination of Records

The Council, or a representative, shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

#### Section 7.3: Replacement of Personal Property

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, wristwatch (not to exceed \$50.00), or any other item approved, in writing, by the Chief of Police, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. The incident will be documented with immediate supervisor.

#### Section 7.4: Exposure to Disease

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

#### Section 7.5: Line of Duty Death

The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty.

#### Section 7.6: Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee's assets.

#### Section 7.7: Release of Information

No photograph or personal information about an employee will be disclosed by the Employer to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number. This Section does not prohibit photographs taken at public functions for publicity purposes.

#### Section 7.8: Testimony

The Employer shall not compel an employee under investigation to speak to, testify before, or be questioned by any civilian review board EXCLUDING the Sauk Village Board of Fire and Police Commissioners.

**ARTICLE VIII  
NO DISCRIMINATION**

**Section 8.1: No-Discrimination**

Complaints of discrimination under this Article shall not be subject to the grievance and arbitration article of this Labor Agreement but shall be processed through appropriate state or federal agencies and courts.

**Section 8.2: Freedom to Join and Fair Representation**

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

**Section 8.3: Use of Masculine Pronoun**

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

**ARTICLE IX  
NO STRIKE**

The Council, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, picketing, concerted stoppage of work, concerted sick calls, sit down strike or sympathy strike of any kind, or any action of a similar nature seeking to effect the same result, either singly or in concert. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. The Employer, for its part, will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

**ARTICLE X  
DUES DEDUCTION AND FAIR SHARE**

**Section 10.1: Dues Deduction**

Upon receipt of a written and signed authorization form (referred to in appendix A), from a probationary or non-probationary officer, the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increased therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

**Section 10.2: Dues**

Each probationary or non-probationary officer who, on the effective date of this Agreement, is a member of the Council, and each probationary or non-probationary

officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Council during the term of this Agreement. With respect to any officer on whose behalf the Employer receives written authorization (on the form attached as appendix A), the Employer shall deduct from the wages of the officer the duties and/or financial obligation uniformly required and shall forward the full amount of the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to officers covered by this Agreement.

#### Section 10.3: Fair Share

Any present officer who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement, and who have not made application for membership, shall on or after the thirtieth (30) day after his date of hire also be required to pay a fair share as defined above.

The Employer shall, with respect to any officer on whose behalf the Employer had not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Council on the tenth (10th day of the month following the month in which the deduction is made, subject only to the following:

1. The Council has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;
2. The Council has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Council of his obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;
3. The Council has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employee and the Council for the purpose of determining and resolving any objections the officer may have to the fair share fee.

#### Section 10.4: Indemnification

The Council shall indemnify the Employer and hold it harmless against any and all claims, demands, or suits, or other forms of liability that may arise out or, or by

reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

## **ARTICLE XI LABOR-MANAGEMENT CONFERENCES**

### **Section 11.1: Meeting Request**

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree the standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary

### **Section 11.2: Exclusive of Meetings**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings

### **Section 11.3: Employee Attendance at Meeting**

When absence from work is required to attend "labor-management conferences", Council members shall before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

## **ARTICLE XII GRIEVANCES AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. It is understood that matters subject to the authority and jurisdiction of the Board of Fire and Police Commissioners of Sauk Village, such as promotion, discharge, or disciplinary suspension in excess of five days in accordance with Statute and Rules and Regulations, are not subject to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

### Section 12.1: Step 1 Deputy Chief

The employee with or without a Council representative, may take up a grievance with the Deputy Chief within ten (10) business days (Monday through Friday, excluding holidays) of its occurrence, or circumstances giving rise to a grievance, or when first known, or through reasonable diligence should have been known by the grievant. The Deputy Chief shall then attempt to adjust the matter and shall respond within ten (10) business days after such discussion.

### Section 12.2: Step 2 Chief of Police

If not adjusted in Step One, the grievance shall be reduced to writing (on the form attached as appendix B) and presented by the grievant to the Chief of Police within ten (10) business days following the receipt of the supervisor's answer in step one. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Council Representative within ten (10) business days after receipt of the grievance. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) business days of the meeting.

### Section 12.3: Step 3. Village Manager

If the grievance is not adjusted in step two, the grievance shall be submitted by the Council to the Village Manager within ten (10) business days of the receipt from the Chief of Police his response to the step two procedure. A meeting shall be held at a mutually agreeable time and place within ten (10) business days, with the Village Manager (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Council the Employer's answer within ten (10) business days following their meeting.

### Section 12.4: Step 4 Mayor

If the grievance is not adjusted in step three, the grievance shall be submitted to the Mayor by the Council within ten (10) business days of the receipt from the Village Manager's response to the step three procedure. A meeting shall be held at a mutually agreeable time and place, within ten (10) business days, with the Mayor (or his

representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Council the Employer's answer within ten (10) business days following their meeting.

#### Section 12.5: Step 5 Arbitration

If the grievance is not settled in Step 4, the matter shall be referred for arbitration by written request by the Council made within ten (10) business days of the Employer's answer in step four. Arbitration shall proceed in the following manner:

1. The parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. The arbitrator will be selected by the parties within ten (10) days after receipt of such list. Each party shall have the right to strike an entire panel of arbitrators. The parties shall alternately strike one name from the list until one name remains; the person whose name remains shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. The arbitrator shall be notified by a joint letter of selection. The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Council and Village representatives.
2. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.
3. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of any hearing.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
5. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or modifies or varies the terms of this Agreement.
6. The cost of the arbitration shall be borne equally by the Council and the Employer.
7. If the arbitration calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Council.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

**ARTICLE XIII  
IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

**ARTICLE XIV  
SENIORITY**

**Section 14.1: Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

**Section 14.2: Vacation Scheduling**

Officers shall select the periods of their annual vacation by December 31st on the basis of seniority. Thereafter, vacation schedules shall be on a first come, first serve basis. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Employees shall be informed of the status of their block vacation requests no later than January 10th.

**Section 14.3: Promotion**

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall, in competitive testing, be utilized as a tie breaker.

**Section 14.4: Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

**ARTICLE XV  
LAY-OFF AND RECALL**

**Section 15.1: Layoff**

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Council in writing no later than thirty (30) days prior to such layoff. The Employer will provide the Council with the names of all officers to be laid off prior to the lay-off. Probationary officers, temporary and part-time officers shall be laid off first, then any remaining layoffs shall be in accordance with all relevant statutes. All officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on lay-off status.

Section 15.2: Recall

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled, with a reasonable amount of training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The employee will be expected to report to work 14 days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to recall notice his name shall be removed from the recall list.

**ARTICLE XVI  
LEAVES OF ABSENCE**

Section 16.1: Bereavement Leave/Death in Family

If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. However, leave may be extended beyond three (3) days at the discretion of the Village in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three days.

Section 16.2: Definition of Family

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. Any relative not included in this Section is specifically excluded.

Section 16.3: Military Leave

Military leave shall be granted in accordance with State and Federal law.

Section 16.4: Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a Leave of absence for education, without pay, not to exceed a period of one (1) year, after authorization from the Police Chief and Village Manager.



**Section 16.5: Maternity Leave**

An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability. In addition, sufficient unpaid leave of absence shall be granted to cover any period when the employee is unable to work but has exhausted available sick leave. An employee who becomes pregnant shall inform her supervisor of the pregnancy and the dates of expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work will not cause a hazard to the employee's health. Upon receipt of a physician's statement, the Employer agrees to transfer the officer to a suitable position to eliminate possible injury to the employee and the unborn child.

**Section 16.6: Injury Leave**

An officer who sustains injuries or illness arising out of an in the course of his employment shall be covered by the provisions of Chapter 70, Illinois Revised Statutes. No officer will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

**Section 16.7: Jury Duty**

Any officer summoned for Jury Duty will receive regular salary wages after returning the amount granted by the court to the Village.

**Section 16.8: Sick Days**

Employees covered by this Agreement shall be entitled to twelve (12) paid sick leave days per year based on one (1) day per month on an earned basis, the one day as defined by the current work schedule. Unused sick leave days may be accumulated to a total of one hundred twenty (120) days.

Sufficient time must be earned by employees for each sick day or part thereof in order for the time taken off to be recognized as sick time. If the Chief in his discretion determines that there is a past pattern or practice of an employee taking sick days when the employee may not have been ill, the chief may require verification of illness as he deems necessary to justify compensation for these and future sick days. After four (4) un-verified instances of sick leave in any one Labor Agreement year, the employee shall be required to verify any illness with a doctor's note.

Employees will be compensated for time missed due to service related on the job injuries with no loss of sick days.

**Section 16.9: Buy Back**

Employees, at the time of separation from the Employer, shall be paid for one-half (1/2) of all unused, accumulated sick leave days, subject to the following conditions:

- A. The employee must have completed at least twenty five (25) years of consecutive full-time employment with the Employer and must be at least fifty (50) years of age or older, or

B. The employee must have completed at least twenty (20) years of consecutive full-time employment with the Employer and must be at least fifty five (55) years of age or older; and

C. An employee who is terminated at the time of separation shall not receive any payment pursuant to this Section.

Payment will be made in a lump sum at the employee's then current rate of pay

Section 16.10: Family and Medical Leave

Employees are covered by the "Family and Medical Leave Act of 1993" (FMLA). Employees eligible for FMLA leave are entitled to a total of twelve (12) workweeks of unpaid leave within a 12-month period. The twelve (12) weeks of leave can be taken in one (1) continuous 12-week period, or intermittently. To be eligible for these benefits, an employee must meet the following requirements:

Generally:

The employee must have worked for the Employer for a total of at least twelve (12) months.

The twelve (12) months need not be consecutive; and

The employee must have worked for the Employer a total of at least 1,250 hours during the previous twelve (12) month period. The twelve (12) month period during which the twelve (12) weeks of leave entitlement occurs shall be calculated based upon a twelve (12) month period beginning the first day of FMLA leave taken.

Servicemember Family Leave:

An employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember, who has been employed for at least twelve (12) months, has worked at least 1,250 hours during the previous twelve (12) month period. The twelve (12) month period during which the twelve (12) weeks of leave entitlement occurs shall be calculated based upon a twelve (12) month period beginning the first day of FMLA leave taken.

Covered Servicemember:

A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury.

Prior to taking any leave employees may use any accrued time off options. FMLA leave is permitted for the following purposes:

**Birth Leave:** The birth and care of a child, provided that leave entitlement expires at the end of the twelve (12) month period commencing with birth;

**Adoption of a Child:** If absence from work is required for the placement for adoption or foster care to proceed;

**Family Medical Leave:** To care for a spouse, child or parent with a serious health condition;

**Personal Medical Leave:** When an employee is unable to work because of their own serious health condition.

**Qualifying exigency of a military family member:** When a covered family member has a "qualifying exigency" arising out of his or her active duty or call to active duty in the Armed Forces in support of a contingency plan.

**Servicemember Family Leave:** To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Employees seeking to use FMLA leave must provide the Village with thirty (30) days' advanced written notice of the need to take FMLA leave, when such need is foreseeable, where practicable or possible, and medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. During the course of the leave, the employee must provide the Employer with periodic reports regarding the employee's status and intent to return to work. The Employer may require second or third medical opinions and periodic re-certification at the Employer's expense.

Intermittent leave under this provision may be taken under certain circumstances specified under the FMLA and the Department of Labor's governing regulations. When leave is taken after the birth or placement of a child for adoption or foster care: an employee may take leave intermittently only upon approval of the Chief of Police. Such approval shall not be unreasonably denied.

**Servicemember Family Leave:** Eligible employees (spouse, son, daughter, parent or next of kin of a covered servicemember) shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve(12) month period subject to the FMLA and the Department of Labor's governing regulations.

#### Section 16.11: Other Leaves Without Pay

Employees may request a leave of absence without pay for purposes other than those provided for elsewhere in this Agreement. Requests for such other leaves without pay may be granted at the sole discretion of the Employer.

## **ARTICLE XVII HOURS OF WORK AND OVERTIME**

### Section 17.1: Introduction

This Article defines the normal hours of work and establishes the basis for the calculation of overtime. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

### Section 17.2: Normal Work Day, Week and Cycle

For the purposes of this Agreement the normal work day shall reflect the current work schedule. The normal work week shall consist of forty (40) hours and the normal work cycle shall not exceed fifty six (56) days.

### Section 17.3: Normal Work Schedule

The present work schedule shall continue in effect and shall be posted at least two (2) cycles in advance and employees shall be considered so assigned. If the need exists for the Employer to change the assignment of employees, except in cases of emergency, the Employer must provide at least seventy-two (72) hours notice and no employee shall be rescheduled more than two (2) times per cycle, unless otherwise agreed to.

After January 1st, the first employee shall be granted a time off request for any number of days based on seniority within the shift until the work schedule covering the particular request is posted. All requests made after the schedule is posted is on a first come, first served basis. The first request shall not be denied except in extenuating circumstances.

The following schedule issues will not count against minimum staffing - scheduled days off, military, injury or department training.

If more than one (1) employee requests for the same time off, subsequent requests for time off made more than five (5) days in advance will not be denied except when shift staffing is one (1) below the minimum requirement or in cases of extenuating circumstances.

Any request for time off made five (5) days or less in advance shall be granted at the discretion of the Chief.

### Section 17.4: Manpower

Although the Employer reserves the right to establish manpower needs, the Employer shall not schedule less than two (2) full-time officers during any normal work day and no less than three (3) full-time officers between the hours of 1500 and 2300 hours except that between the hours of 1500 and 0300 hours on Fridays and Saturdays there shall be no less than three (3) full-time officers. If 2 or more bars are open past 0300 hours, then there shall be no less than three (3) full time officers on Friday and Saturdays nights. The Village reserves the right to reduce to two (2) full time officers if

less than 2 bars are open. If a sergeant(s) is utilized to meet manpower requirements, that sergeant will be assigned a beat to patrol.

#### Section 17.5: Overtime

Overtime, paid at a rate of one and one-half times an employee's base rate of pay shall be paid for all hours worked in excess of 80 hours in a 14 day pay period. For the purposes of determining eligibility for overtime, all compensated hours shall be considered "hours worked".

At the employee's option, the employee may be credited with compensatory time at the rate of one and one-half hours per hour worked in excess of 80 hours in a 14 day pay period in lieu of paid overtime. Employees will not be required to remain on standby status when compensatory time is approved. Compensatory time shall not be canceled except in emergencies. Compensatory time shall not be unreasonably denied as long as minimum manpower requirements are met. Compensatory time may not accumulate in excess of 100 hours. All compensatory time in excess of this amount will be paid as overtime.

To be eligible for overtime or compensatory time, the employee must work at least 15 minutes on each occasion.

#### Section 17.6: Compensatory Time

Compensatory time, at the employee's option, will be credited in lieu of paid overtime. When an officer, at times other than on his regular shift, participates in any of the following events:

Compensatory time shall not be credited in lieu of overtime when the officer is working special detail as defined in Article XXIX of the Agreement.

#### Section 17.7: Court Pay

An officer who is required by the Village to be in court while off duty shall receive a minimum of three hours compensation, or his actual time worked, whichever is greater, at one and one-half times the employees straight-time hourly rate of pay. Compensation shall be in form of pay or compensatory time at the employee's discretion.

#### Section 17.8: Call Back Pay

An officer called back to work while off duty shall receive a minimum of two hours compensation or his actual time worked, whichever is greater, at one and one-half times the employees straight-time hourly rate of pay, or one and one-half hours compensatory time earned at the officer's option. Should an officer be required to report to duty more than fifteen (15) minutes early for his/her shift, the officer will be eligible for the two (2) hours minimum compensation. Should an officer be required to report to duty less than fifteen (15) minutes early, the officer shall be paid thirty (30) minutes compensation. Should an investigator be called out, the investigator shall receive a minimum of three

(3) hours compensation or his actual time worked, whichever is greater, at one and one-half times the employee's straight time hourly rate of pay.

**Section 17.9: Pyramiding of Rates**

In no event shall the overtime or premium pay provided under this agreement be pyramided. Thus, if two (2) or more overtime or premium pay are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

**Section 17.10 Administration Day**

Sergeants shall be compensated for the time they receive calls when off duty at a rate of one day per month. (T Days).

For any period of time in excess of the work day per month when the sergeant received calls when off duty, the sergeant shall report the time to Deputy Chief to receive compensation. The use of a T Day shall not cause overtime to be incurred. T Days cannot be carried over from month to month if not used in the month it is earned.

**ARTICLE XVIII  
HOLIDAYS**

**Section 18.1: Holiday List**

The following days shall be recognized and observed as paid holidays:

|                |                        |                 |
|----------------|------------------------|-----------------|
| New Year's Day | Martin Luther King Day | President's Day |
| Memorial Day   | Independence Day       | Labor Day       |
| Veteran's Day  | Thanksgiving Day       | Christmas Day   |

**Section 18.2: Holiday Compensation**

Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a holiday, shall be paid a regular day's pay.

When his regular workday falls on the actual day of a holiday, he shall receive one and one-half (1-1/2) day's pay above his base pay. When an employee is called in from his regular day off on the actual day of a holiday he shall be paid at his overtime rate for all hours worked in addition to his Holiday pay, as per Section 18.3 of this Article

**Section 18.3: Payment for Holidays**

Each employee will receive the straight time holiday compensation in one pay check. This pay check to be issued the last payday of November of each year in a separate check. The 12 day premium pay for those officers who actually work the Holiday will be included in the pay check issued for that pay period in which the Holiday occurs.

**Section 18.4: Special Holiday Recognition**

In the event that the Mayor releases all other Village employees from work due to a Village holiday or other special commemoration, other than the holidays specified in

the Village Employee Manual, all police officers scheduled for duty and working on that day shall receive compensatory time equal to the number of hours the other Village employee who were released from work.

**Section 18.5: Personal Days**

Each officer shall be entitled to take 4 days off, per anniversary date, with pay for personal business reasons provided that sufficient notice is given by the officer to the Chief of Police to permit arrangement of replacement. Personal days must be taken in the year in which they are given and cannot be accumulated from year to year, nor is an officer entitled to compensation for any personal days that have not been utilized at the end of each year or at the termination of employment. During the first year of service, personal days accumulated will be pro-rated.

**ARTICLE XIX  
VACATION**

All employees shall accrue vacation time at the following rates per month:

| <b>SERVICE TIME</b> | <b>VACATION ACCRUAL</b>  |
|---------------------|--|
| First 12 months     | No vacation accrual during first 11 months. 80 hours credited upon completion of the 12th month. |
| 1-3 Years           | 6.67 Hours per Month   |
| 4-8 Years           | 10 Hours per Month   |
| 9-15 Years          | 13.33 Hours per Month  |
| 16-20 Years         | 16.67 hours per month  |
| 21 Years or More    | Plus 8 hours for every 2 years in excess of 20 years to a maximum of 40 additional hours.        |

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation accrual shall continue during vacation, recognized holidays used sick leave, time off due to occupational disability, and any other paid leave.

The maximum number of vacation hours which may be accrued by an employee is an amount equal to two (2) times the number of vacation hours earned in one year. Vacation hours accumulated in excess of this amount will be lost. Upon termination of employment, an employee shall be paid for all unused vacation hours accrued as of the date of termination, subject to the preceding limit on total accumulation of vacation

hours. Such payment for vacation time shall be made at the employee's current rate of pay.

Vacation shall be scheduled by seniority and in accordance with employee preference to the extent consistent with the operating requirements of the department, all as determined by the Chief of Police. The Chief of Police shall have the right to cancel or reschedule and employee's scheduled vacation time in the event of an emergency. Vacation must be used in at least one forty (40) hour block annually.

## **ARTICLE XX HEALTH AND LIFE INSURANCE**

### **Section 20.1: Life Insurance**

The Village agrees to provide for each covered employee a life insurance policy in the face amount of twenty-five thousand dollar (\$25,000), full premiums for which will be paid by the Village. Said policy of insurance shall contain accidental death and dismemberment and double indemnity benefits. Employees shall have the right to designate and change beneficiaries thereof. Employees shall have the option to purchase additional life insurance from and through the agent and carrier from whom the Village purchases employee life insurance. Premiums for this additional life insurance shall be paid by the employee through payroll deduction, and shall be established by the Insurer.

### **Section 20.2: Hospitalization and Dental Insurance**

A. Employee Coverage - The Village agrees to provide, to employees, a policy of hospitalization insurance in accordance with insurance coverage provided by the Village for other municipal employees. The Employee will contribute 10% of the total premium for single coverage beginning one (1) month after ratification and approval of this contract. On May 1, 2014, upon the condition that all retroactive payments have been paid in full to the employees, then the employees' single coverage contribution will increase to 15% of the total premium for single coverage for the remainder of this agreement. Said policy of insurance shall be for the benefit of the employee and dependents. Any increase in premium for the employee during the term of this Agreement shall be paid by the Village.

B. Dependent Coverage - In addition, the Village agrees to provide dependent hospitalization insurance to employees. Employees shall have thirty percent (30%) of the difference between single and dependent coverage deducted from the employee's bi-weekly earnings.

The Village agrees to provide, without cost for each covered employee, a policy of dental insurance in accordance with insurance coverage provided by the Village for other municipal employees. Said dental insurance shall be for the benefit of the employee only. If the employee wishes, he or she may purchase dependent coverage under this policy by separate contract with the insurance carrier. The cost of all dependent dental coverage shall be paid by the employee.



**Section 20.3: Retirees Insurance**

Continuation of Life, Hospitalization and Dental Insurance: Each Bargaining Unit Member shall be entitled to the following continuing benefits upon becoming a "Qualified Former Employee" as is herein defined:

The Village shall extend to each Qualified Former Bargaining Unit Member the same hospitalization, life and dental insurance coverage that is currently in place at the time of retirement. For any employee who is a member of the bargaining unit as of October 15, 1999, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the bargaining unit member becomes eligible for Medicare benefits, in accordance with the following schedule:

| <u>YEARS OF SERVICE</u> | <u>EMPLOYER CONTRIBUTION</u> |
|-------------------------|------------------------------|
| 10 Years                | 50%                          |
| 15 Years                | 75%                          |
| 20 Years                | 100%                         |

For any employee who is a member of the bargaining unit after October 15, 1999, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the bargaining unit member becomes eligible for Medicare benefits, in accordance with the following schedule:

| <u>Length of Service</u> | <u>Premium Paid by Village</u> |
|--------------------------|--------------------------------|
| 20 years to 25 years     | 50%                            |
| 25 years to 30 years     | 75%                            |
| 30 years to more         | 100%                           |

If a Qualified Former Bargaining Unit Member elects to continue dependent insurance coverage, he/she shall pay the full cost of said dependent coverage. At no time shall the Village be required to provide such insurance coverage if the employee becomes eligible for coverage by another employer.

The portion of the premiums required to be paid by the Qualified Bargaining Unit Member shall be paid in a manner prescribed by the Village.

In the event the Village is unable to include a Qualified Former Bargaining Unit Member in its hospitalization, life and dental plan, the Village shall in lieu of making the monthly premium payment, provided for herein, pay directly to the Qualified Former Bargaining Unit Member an amount equal

to the monthly premium payment being paid for a covered employee without dependent coverage.

A "Qualified Former Bargaining Unit Member" is a retired bargaining unit member in a Village pension plan who has reached the age of 55 (50 in the case of police officers), and who has worked for the Village of Sauk Village for 20 years, and is voluntarily leaving the employ of the Village; and a disabled bargaining unit member who has been certified as being disabled (either temporarily or permanently).

#### Section 20.4: Insurance Renewal

Should the Village wish to change health insurance policies at any time during the duration of this Agreement, the Village may do so as long as policy coverage remains the substantially the same under the current Blue Cross/Blue Shield policy and the individual deductible does not exceed \$250.00 per year, the office visit co-pay does not exceed \$20.00 per visit and the prescription or drug co-pays do not exceed \$15.00, \$30.00 and \$50.00.

### **ARTICLE XXI UNIFORM AND EQUIPMENT ALLOWANCE**

Each patrol officer covered by this Agreement shall receive \$850.00 and \$1500.00 for initial issue (first year) uniform allowance. Sergeants shall receive an initial allowance of \$500.00 upon promotion to the rank of sergeant, retroactive to May 1, 2006. Each Sergeant shall receive \$950.00 on the anniversary of his/her hire date. All allowances will be paid to the Employee on the anniversary of his/her hire date in a separate check.

The Village will also pay for 75% of the cost of vest/panel replacement, subject to the approval of the Chief of Police, which shall not be unreasonably denied. These yearly allowances are to be paid by the Village on a voucher system. All uniforms purchased in accordance with this Section remain the property of the Village and all such items of uniform are to be turned in by the employee at the termination of employment. Investigators will be permitted to use one-half the uniform allowance each year to purchase street clothes, so long as they regularly wear those street clothes while on duty. Employees may purchase uniforms and equipment in accordance with Schedule A of this Agreement or any other item approved by the Employer.

### **ARTICLE XXII MAINTENANCE OF STANDARDS**

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

**ARTICLE XXIII  
WAGES**

**Section 23.1: Base Wages**

Employees shall receive a yearly base wage pursuant to the below wage schedule. Amounts reflected are retroactive for all compensated hours. Retroactive payments will be split into two (2) equal payments. The first payment shall be made by the Employer on or before March 15, 2014 and the final payment on or before May 15, 2014.

**Patrol Officers**

|            | 2.00%     | 2.50%     | 2.50%     | 3.00%            |
|------------|-----------|-----------|-----------|------------------|
|            | 5/1/2011  | 5/1/2012  | 5/1/2013  | 5/1/2014         |
| Start      | 49,424.10 | 50,659.70 | 51,926.20 | 53,483.98        |
| Compl 1 yr | 51,888.42 | 53,185.63 | 54,515.27 | 56,150.73        |
| Compl 2 yr | 54,354.78 | 55,713.65 | 57,106.49 | 58,819.69        |
| Compl 3 yr | 56,821.14 | 58,241.67 | 59,697.71 | 61,488.64        |
| Compl 4 yr | 59,285.46 | 60,767.60 | 62,286.79 | 64,155.39        |
| Compl 5 yr | 61,750.80 | 63,294.57 | 64,876.93 | <u>66,823.24</u> |
| Compl 6 yr | 64,217.16 | 65,822.59 | 67,468.15 | 69,492.20        |
| Compl 7 yr | 66,683.52 | 68,350.61 | 70,059.37 | 72,161.15        |
| Compl 12yr | 68,016.66 | 69,717.08 | 71,460.00 | 73,603.80        |

**Sergeants (10% over 12 yrs.)**

|           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|
| 2011-2014 | 74,818.33 | 76,688.78 | 78,606.00 | 80,964.18 |
|-----------|-----------|-----------|-----------|-----------|

**Section 23.2: Longevity**

Employees who have been employed with the Sauk Village Police Department for more than 20 years shall receive a longevity rate of pay of an additional 2% pay over their base salary as set forth in Section 23.1.

**ARTICLE XXIV  
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 XXV EMPLOYEE TESTING**

### **Section 25.1: Statement of Policy**

It is the policy of the Village of Sauk Village that the public has the reasonable right to expect persons employed by the Village of Sauk Village to be free from the effects of drugs and alcohol. The Village of Sauk Village, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established right of the employee.

### **Section 25.2: Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at anytime during the day or anywhere on any Village premises or job sites, including all Village buildings, properties vehicles and the employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **Section 25.3: Drug and Alcohol Testing Permitted**

Where the Village of Sauk Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village of Sauk Village shall have the right to require the employee to submit to alcohol or drug testing within two (2) hours as set forth in this Agreement and policy. There shall be no random testing of employees, except random testing of an individual employee as authorized in 25.8 below. The foregoing shall not limit the right of the Village of Sauk Village to conduct tests as it may deem appropriate for persons seeking employment as police officers or employees of the Village prior to their date of hire.

### **Section 25.4: Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this policy, the Village of Sauk Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to

consult with legal counsel at the time the order is given. No questioning of the employee shall be conducted without first affording the right to legal counsel. However, the employee's right to consult with legal counsel or a union representative shall not significantly delay compliance with the order the employee submit to testing. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

#### Section 25.5: Tests to be Conducted

In conducting the testing authorized by this policy, the Village of Sauk Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this policy shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village of Sauk Village (Village Manager) within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village of Sauk Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village of Sauk Village inconsistent with the understandings expressed herein (e.g. billings for testing that

reveal the nature or number of test administered), the Village of Sauk Village will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the forgoing standard shall not preclude the Village of Sauk Village from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Village of Sauk Village shall bear the burden of proof in such cases);

(j) provide each employee tested with a copy of all information and reports received by the Village of Sauk Village in connection with the testing and the results;

(k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### Section 25.6: Right to Contest

The employee with or without legal counsel, shall have the right to file a grievance concerning any testing permitted by this policy, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this policy. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion.

#### Section 25.7: Voluntary Requests for Assistance

The Village of Sauk Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem other than the Village of Sauk Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village of Sauk Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village of Sauk Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

#### Section 25.8: Discipline

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who seek voluntary assistance with drug or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village of Sauk Village. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his/her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of pending to twelve months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall be construed as an obligation on the part of the Village of Sauk Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Village employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **ARTICLE XXVI SPECIAL ASSIGNMENT MERIT PAY**

### Section 26.1: Officer-in-Charge (OIC)

Employees serving as officer-in-charge (OIC) shall receive two dollars (\$2.00) per hour for all hours serving as OIC in addition to their regular rate of pay. The OIC shall be designated as the employee with the most seniority assigned to patrol duty.

### Section 26.2: Investigations

Twelve Hundred Dollars (\$1,200.00) annually shall be paid as additional compensation to each employee serving as investigator (2 positions). Employees may be appointed to, retained in, or removed from this position at the discretion of the Chief of Police.

### Section 26.3: Specialty Assignments

Special Assignments (i.e. Tactical, Dare, ET, etc.) shall be posted with a description of the assignment and required duties. Employees wishing to volunteer shall sign up for the assignment and submit a resume. The Employer shall select from among the volunteers the most qualified employee who is able to perform the duties outlined and, therefore, Seniority shall play a role in the selection process and seniority shall be utilized as any tie breaker.

Section 26.4: Field Training Officers

Employees serving as field training officers (FTO) shall receive two dollars (\$2.00) per hour for all hours serving as FTO in addition to their regular rate of pay. This amount shall be cumulative with any amounts earned as officer-in-charge for the same time period.

**ARTICLE XXVII EDUCATIONAL ADVANCEMENT**

The Village agrees to provide a fringe benefits in the amount of three hundred dollars (\$300) per year for any patrolmen covered by this Agreement, who during the term of the patrolman's employment by the Village, shall complete or shall have completed fifteen (15) college credit hours of police or police related degree requirement credits with a "C" grade or equivalent weight. Patrolmen shall be entitled to said fringe benefit for each such block of college credit hours completed. In addition, patrolmen who possess credits for police related courses prior to employment with the Sauk Village Police Department shall qualify for this benefit after completion of two (2) years of service. The maximum educational payment any employee may receive is nine hundred dollars (\$900 00). The definition of which police related courses qualify for payment shall be in accordance with the following curriculum:

- PS 101 Introduction to Law Enforcement
- PS 102 Introduction to Criminology
- PS 103 Police Organization & Administration
- PS 104 Administrative Criminal Justice
- PS 140 introduction to American Government & Politics
- PS 201 Criminal Law I
- PS 202 Criminal Law II
- PS 203 Principles of Criminal investigation
- PS 204 Juvenile Delinquency & Procedures
- PS 205 Principles of Traffic Control
- PS 206 Patrol Administration
- PS 208 Introduction to Criminalistics

Any additional electives related to Police Science Associate Degree approved by the Village. The above list reflects the courses at Prairie State College. Other schools with similar courses may use different titles. All courses taken must have prior approval by the Village.

Sergeants may request compensation for the cost of college-level course work, seminars, and conferences relevant to their role in the organization. Such request must be made in writing to the Chief of Police prior to the sergeant's enrollment or participation. Requests will be reviewed and approved or denied by a committee consisting of the Chief of Police and Mayor. Reimbursement for college-level course will be up to \$7500 per year of Agreement and there shall be no reimbursement for less than a "C". Reimbursement shall be made as follows:



|   |      |
|---|------|
| A | 100% |
| B | 75%  |
| C | 50%  |

Police sergeants, following the successful completion of the Northwestern University and Command School, shall be entitled to an annual payment of \$500.00, to be paid on or about May 1 of each year. This payment shall not be considered part of the employee's base salary.

### **ARTICLE XXVIII SPECIAL DETAILS**

Any request for additional police services by organizations, businesses, groups, etc., within the boundary limits of the Village of Sauk Village, to include but not be limited to traffic control, security, parade escorts, funerals, banquets, bazaars, special functions or anytime the requesting entity is reimbursing the Village of Sauk Village for services rendered will be considered a special detail.

1. Special details are subject to overtime and call - out procedures on a voluntary seniority basis.
2. Special details will not deplete or in any way decrease from the minimum officers assigned to street duty.
3. Special details are not subject to assignment of officers nor shall any officer be ordered to work a special detail.
4. Only the officer accepting the special detail shall work the detail.
5. Special details will be paid as authorized overtime and officers accepting these details will be subject to all rules and regulations of the Sauk Village police department.

### **ARTICLE XXIX OUTSIDE EMPLOYMENT**

Any officer performing duties from any other Employer, who is not reimbursing the Village of Sauk Village, will be considered as working outside employment. Outside employment shall be subject to the following restrictions:

1. Outside employment will be limited to a maximum of twenty (20) hours per week, unless approved by the Chief of Police.
2. The Village of Sauk Village police uniform nor police equipment owned by the Village will not be used while, performing outside employment.

3. All outside employment shall be reported bi-weekly to the Chief of Police and will not interfere with mandatory police overtime or court time.

Outside employment within the Village with a private security firm should only be performed with a state licensed private security firm and if the officer holds a "perc" card.

## **ARTICLE XXX PART-TIME / RESERVE / AUXILIARY OFFICERS**

### Section 30.1: Utilization

The Employer shall limit the usage of part-time / Reserve / Auxiliary police officers to an aggregate annual number of hours worked not to exceed one third (1/3) of the aggregate annual number of hours worked by bargaining unit members, however, these officers shall not be scheduled for more than one hundred (100) hours per week total. In addition, the total number of these officers employed by the Employer shall be limited to six (6).

### Section 30.2: Scheduling

Scheduling shall be in accordance with Article XVII. Part-Time/Reserve/Auxiliary officers shall not be utilized to replace a full-time bargaining unit member, unless otherwise agreed to herein. The minimum manning shall be filled with full-time employees, pursuant to Article XVII and part-time / reserve / auxiliary may be scheduled to supplement the regular full-time employees, however, if a part-time / reserve / auxiliary officer is pre-scheduled to supplement the regular full-time employees and a regular full-time employee calls in sick, the scheduled part-time / reserve / auxiliary officer may fill the opening. Part-time / reserve / auxiliary officer shall not be utilized in any special units of the police department, (i.e.; tactical, gang crimes, etc.).

### Section 30.3: Training

Part-time / reserve / auxiliary officers shall not be utilized for street duties or supplement the regular full-time force without first completing the Departmental FTO Program. The Employer shall comply with all provisions of Public Act 89-170, as amended.

### Section 30.4: Erosion of the Bargaining Unit

To prevent the erosion of the bargaining unit, the Employer agrees not to reduce the bargaining unit and the number of bargaining unit members shall be at fourteen (14) members for the term of this Agreement. This section shall not preclude the Employer, and the Employer is encouraged, to increase the number of full-time police officers as is needed.

## **ARTICLE XXXI RESIDENCY**

Employees shall not be restricted by residency. The permissibility of employees to take home a police department vehicle is in the Village's sole discretion.

**ARTICLE XXXII  
EMPLOYMENT AGREEMENT**

Employees covered by this Agreement shall be required to reimburse the Employer for all itemized training expenses paid by, and not reimbursed to, the Employer if any employee resigns, quits or otherwise self-terminates within two (2) years from date of hire. The Employer shall supply an itemized list of all training expenses to any employee affected by this Article.

**ARTICLE XXXIII  
COMPLETE AGREEMENT**

The parties acknowledge the during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE  
XXXIV DURATION**

Section 34.1: Term of Agreement

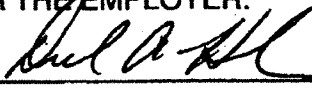
This Agreement shall be effective from May 1, 2011 and shall remain in full force and effect until April 30, 2015. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred-twenty (120) days proceeding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 34.2: Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, The parties hereto have affixed their signatures this day of December 12, 2013.

FOR THE EMPLOYER:

  
\_\_\_\_\_

FOR THE COUNCIL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

Z:\SWG\illage of Sauk Village\2008 officer negot\2008 FOP Officers Contract - Final.doc

IN WITNESS WHEREOF, The parties hereto have affixed their signatures this day of November 21, 2013.

FOR THE EMPLOYER:

\_\_\_\_\_

FOR THE COUNCIL:

*[Signature]* #131

*[Signature]* 57

Donald S Maloney IL FOP LC

(SEAL)

Z:\SWG\Village of Sauk Village\2008 officer negots\2009 FOP Officers Contract - Final.doc

**SCHEDULE A**

**SAUK VILLAGE POLICE DEPARTMENT  
EMPLOYEE UNIFORM AND EQUIPMENT LIST**

| <b>CLOTHING</b>             | <b>SWORN OFFICERS</b> | <b>PART-TIME/AUXILIARY OFFICERS</b> | <b>CADETS</b> | <b>TELE-COMMUNICATION</b> |
|-----------------------------|-----------------------|-------------------------------------|---------------|---------------------------|
| Hat, Winter Fur Flap        | 1                     | 0                                   | 0             | 0                         |
| Hat, 5 Star                 | 1                     | 1                                   | 0             | 0                         |
| Hat, Summer Mesh (Baseball) | 1                     | 1                                   | 1             | 0                         |
| Long Sleeve Shirt           | 6                     | 2                                   | 1             | 6                         |
| Short Sleeve Shirt          | 6                     | 2                                   | 1             | 6                         |
| Ties                        | 4                     | 2                                   | 2             | 4                         |
| Trousers                    | 6                     | 2                                   | 1             | 6                         |
| Dickie                      | 4                     | 2                                   | 1             | 4                         |
| Rain Coat                   | 1                     | 1                                   | 0             | 0                         |
| Rain Hat Cover              | 1                     | 1                                   | 0             | 0                         |
| Jacket, Spring Fall         | 1                     | 1                                   | 0             | 0                         |
| Jacket, Winter              | 1                     | 1                                   | 1             | 1                         |
| Jacket, Leather             | 1                     | 0                                   | 0             | 0                         |
| Foul Weather Boots          | 1 pr                  | 1 pr                                | 0             | 0                         |
| Shoes                       | 2pr                   | 1 pr                                | 1pr           | 2 pr                      |
| Socks                       | 4 pr                  | 0                                   | 0             | 4 pr                      |
| Sweater                     | 1                     | 0                                   | 0             | 0                         |
| Gloves                      | 1                     | 1                                   | 0             | 0                         |
| Departmental Insignias      | As Needed             | As Needed                           | As Needed     | As Needed                 |

| <b>EQUIPMENT</b>                   | <b>SWORN OFFICERS</b> | <b>PART-TIME/AUXILIARY OFFICERS</b> | <b>CADETS</b> | <b>TELE-COMMUNICATION</b> |
|------------------------------------|-----------------------|-------------------------------------|---------------|---------------------------|
| Magazine Pouch                     | 1                     | 1                                   | 0             | 0                         |
| Handcuff Case                      | 1                     | 1                                   | 0             | 0                         |
| Handcuffs w/key                    | 2                     | 1                                   | 0             | 0                         |
| ASP w/Holder (if trained)          | 1                     | 1                                   | 0             | 0                         |
| PR24w/Ring (if trained)            | 1                     | 1                                   | 0             | 0                         |
| Equipment Belt                     | 1                     | 1                                   | 0             | 0                         |
| Regular Pants Belt                 | 1                     | 1                                   | 1             | 1                         |
| Belt Keepers                       | 5                     | 5                                   | 0             | 0                         |
| Key Ring Holder                    | 1                     | 1                                   | 0             | 0                         |
| Name Plates                        | 3                     | 3                                   | 2             | 2                         |
| Whistle                            | 1                     | 1                                   | 0             | 0                         |
| Radio Holder                       | 1                     | 1                                   | 0             | 0                         |
| Holster Duty                       | 1                     | 1                                   | 0             | 0                         |
| Body Armor Carriers                | 2                     | 1                                   | 0             | 0                         |
| Mesh T-Shirt                       | 2                     | 1                                   | 0             | 0                         |
| Badge Holder                       | 1                     | 0                                   | 0             | 1                         |
| Badge                              | 3                     | 2                                   | 0             | 2                         |
| Hat Badge                          | 2                     | 1                                   | 0             | 0                         |
| Pepper Mace (if trained)           | 1                     | 1                                   | 0             | 0                         |
| Clipboard                          | 1                     | 0                                   | 0             | 0                         |
| Briefcase                          | 1                     | 0                                   | 0             | 1                         |
| Helmet                             | 1                     | 0                                   | 0             | 0                         |
| Bulletproof Vest                   | 1                     | 0                                   | 0             | 0                         |
| Flashlight w/Holder (rechargeable) | 1                     | 0                                   | 0             | 0                         |

**Dues Authorization Form**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**974 CLOCKTOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

---

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.





# GRIEVANCE

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

## STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

## EMPLOYER'S RESPONSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

## STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

## EMPLOYER'S RESPONSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative



**MEMORANDUM OF AGREEMENT**

between

**The Village of Sauk Village and the Illinois Fraternal Order of Police Labor Council  
(Representing Police Patrol Officers and Sergeants)**

**Holiday Compensation - Payment for Holidays**

The Memorandum of Understanding is entered into by and between the Village of Sauk Village ("Village") and the Illinois Fraternal Order of Police Labor Council (hereinafter collectively referred to as the ("Union")), parties to a Collective Bargaining Agreement covering Patrol Officers and Sergeants.

WHEREAS, the Village has represented to the Union that it has insufficient funds to meet its obligation to pay the employees for their holiday compensation in accordance with Section 18.3 - Payment for Holidays; and

WHEREAS, the Village has requested that the Union agree to extend the date when Payment for Holidays is due from November 30, 2010 until December 30, 2010

WHEREAS, due to the unique circumstances surrounding the Village's financial situation this year, and the Union's desire to improve the working relationship between the Village and the Union, The Union has agreed to the Village's request for up to a thirty (30) day extension.

THEREFORE, the Village and the Union, pursuant to Article XVIII, Section 18.3 Holiday Compensation - Payment for Holidays, agree to set aside the lump sum payment due to employees covered by the collective bargaining agreement. Said payment will be made to employees on or before December 30, 2010.

In WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below. The parties further represent that they have the authority to enter into this written Agreement.

**VILLAGE OF SAUK VILLAGE**

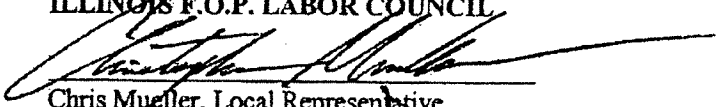
  
Lewis Towers, Mayor

Date: 12-10-10

  
Debbie Williams, Clerk

Date: 12-14-10

**ILLINOIS F.O.P. LABOR COUNCIL**

  
Chris Mueller, Local Representative

Date: December 3, 2010

  
Jason Gondek, Local Representative

Date: December 3, 2010

  
Scott Langan, Local Representative

Date: December 3, 2010

  
Ralph Nikischer IL FOP Labor Council

December 3, 2010

**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF SAUK VILLAGE, ILLINOIS**  
**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,**  
**MANUFACTURING, ENERGY, SERVICE WORKERS**  
**INTERNATIONAL UNION, ON BEHALF OF ITS**  
**LOCAL 7234-18**

**OFFICE & TECHNICAL EMPLOYEES**

**MAY 1, 2012 - APRIL 30, 2016**

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## **AGREEMENT**

This Agreement dated May 1, 2012 is entered into by and between the Village of Sauk Village, Cook County and Will County, Illinois referred to as the "Village" and the United Steelworkers of America (AFL-CIO), hereinafter referred to as the "Union".

### **PURPOSE**

The purpose of the Village and the Union in entering into this Labor Agreement is to promote harmony and efficiency in the Administration and Community Development Departments of the Village; to set forth their agreement on rate of pay, wages, hours of employment, or other conditions of employment; to provide for the peaceful adjustment of differences which may arise; and to achieve uninterrupted operations of the Administration and Community Development.

## **ARTICLE I - RECOGNITION AND REPRESENTATION**

### **Section 1. Collective Bargaining Representative**

The Village recognizes the Union as the sole and exclusive collective bargaining representative, during the life of this Agreement, for all of the full-time Administration and Community Department employees as defined in Section 2 of this Article, in the matter of wages, rate of pay, hours of employment, or other conditions of employment.

Probationary employees shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspension and discharge, shall not be subject to the grievance and arbitration procedure set forth herein. The probationary period shall be 2,080 hours of work or twelve (12) months from date of hire, whichever occurs first.

### **Section 2. Collective Bargaining Unit**

The term "Employee" as used in this Agreement shall apply to all employees in the Village of Sauk Village listed in this Agreement, except the following groups:

- (A) All managerial, supervisory, and technical employees.
- (B) All employees in the following departments:

Recreation  
Public Works  
Fire

## **ARTICLE II - MANAGEMENT RIGHTS**

The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its Administration and Community Development Departments in each and every various aspect. Accordingly, except as limited by an express provision of this



Agreement, all rights, functions, and prerogatives of management formerly exercised or exercisable by the Village shall remain vested exclusively in the Village. Without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control, and determine the operations or services to be conducted in or at the Administration and Community Development Departments or by employees of the Village, to set standards of service offered to the public, to assign and transfer employees, to hire, promote, and demote employees, discipline, suspend or discharge employees for cause, to discharge probationary employees absent cause, to determine the hours, schedules and assignments of work, including overtime and compensatory time, to establish and enforce reasonable rules and regulations, and to change methods, equipment or facilities is vested exclusively in the Village provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement, or with Federal, State, or local laws.

### **ARTICLE III - UNION REPRESENTATIVE**

For the purposes of administering and enforcing the provisions of this Agreement, the Village agrees as follows:

#### **Section 1. Attendance at Union Meetings**

Subject to the need for orderly scheduling and emergencies, Village agrees that one official of the Union shall be permitted reasonable time off, without pay, to attend general, board, or special meetings of the Union, provided that at least twenty-four (24) hours notice of such meetings shall be given in writing to the Village, and provided further that names of all such officials and officers shall be certified in writing to the Village.

#### **Section 2. Grievance Processing**

Reasonable time without loss of pay shall be permitted a Union representative for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without pay.

#### **Section 3. Delegates**

Any employee chosen as a delegate to a USW Local, State, or National Conference will, upon written application approved by the Union and submitted to the Village, with at least seven (7) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference.

#### **Section 4. Local Negotiating Committee**

No more than one (1) member at a time designated as being on the Local Negotiating Committee who is scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Local Negotiating Committee member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

## **ARTICLE IV - INDEMNIFICATION**

### **Section 1. Village Responsibility**

The Village shall be responsible for, hold employees from, and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

### **Section 2. Legal Representation**

Employees shall have legal representation by the Village in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

### **Section 3. Cooperation**

Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this Article.

### **Section 4. Applicability**

The Village will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Village in defense of the action or actions or claims.

## **ARTICLE V - GENERAL PROVISIONS**

### **Section 1.**

Authorized representatives of the Local or International Union shall be permitted to visit the departments during working hours to talk with employees of the Local and/or representatives of the Village concerning matters covered by this Agreement.

### **Section 2.**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

### **Section 3.**

The Village agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, in the course of the employee's work.

**Section 4.**

The Village agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

**ARTICLE VI - NO DISCRIMINATION**

**Section 1. Non-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. The Village and the Union will adhere to the Americans with Disabilities Act.

**Section 2. Union Membership and Fair Representation**

All employees employed on or hired after the effective date of this agreement shall be required to be members of the Union. There shall be no discrimination against any employee because of lawful Union membership, activity or status. The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

**Section 3. Use of Masculine Pronoun**

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

**ARTICLE VII - NO STRIKE, NO LOCKOUT**

The Union, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, concerted stoppage of work, concerted sick calls, sit down strike, or sympathy strike of any kind, or any action of a similar nature seeking to effect the same result, either singly or in concert. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village, for its part, will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE VIII - DUES DEDUCTION AND FAIR SHARE**

**Section 1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Village shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the United Steelworkers of America at the address designated by the Union in accordance with the laws of the State of Illinois. Additional dues which result from overtime or other additional compensation shall be

deducted and remitted to the Union on a bimonthly basis. The Union shall advise the Village of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 2. Dues**

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any employee on whose behalf the Village received written authorization in a form agreed upon by the Union and the Village, the Village shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Village by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Village and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Village will not similarly deduct dues in any other organization as to employees covered by this Agreement.

### **Section 3. Fair Share**

The Village shall, with respect to any employee on those behalf the Village has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount t the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the Village that the affected employee has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee.

### **Section 4. Indemnification**

The Union shall indemnify the Village and hold it harmless against any and all claims, demands, or suits, or other forms of liability that may arise out of, or by reasons of, any action taken by the Village for the purpose of complying with the provisions of this Article.

## **ARTICLE IX - GRIEVANCE AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee of the Union against the Village involving the meaning, interpretation, or application of the provisions of this Agreement.

### **Step 1**

The employee with a Union representative, may take up a grievance with the employee's immediate Supervisor within ten (10) business days (Monday through Friday, excluding holidays) of its occurrence, or circumstances giving rise to a grievance, or when first known, or through reasonable diligence should have been known by the grievant. The Supervisor shall then attempt to adjust the matter and shall respond within five (5) business days after such discussion.

### **Step 2**

If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union to the Department Head within five (5) business days following the receipt of the Supervisor's answer in Step 1. The Department Head shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate Supervisor or Union representative within five (5) business days after receipt of the grievance from the Union. The Department Head shall then render a decision, based on the supplied information during the meeting, within five (5) business days of the meeting.

### **Step 3**

If the grievance is not adjusted in Step 2, the grievance shall be submitted to the Mayor or his designee within five (5) business days of the receipt from the Department Head his response to the Step 2 procedure. A meeting shall be held at a mutually agreeable time and place within five (5) business days, with the Mayor or his designee to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor or his designee, shall give the Union the employer's answer within five (5) business days following their meeting.

### **Step 4**

If the grievance is not adjusted in Step 3, the grievance shall be submitted to the Mayor within ten (10) business days of the receipt from the Mayor or his designee his response to the Step 3 procedure. A meeting shall be held at a mutually agreeable time and place, within ten (10) business days, with the Mayor (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Union the employer's answer within ten (10) business days following their meeting.

### **Step 5**

If the grievance is not settled in Step 4, the matter shall be referred for arbitration by written request by the Union made within ten (10) business days of the Employer's answer in Step 4. Arbitration shall proceed in the following manner:

1. The parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. The arbitrator will be selected by the parties within ten (10) days after receipt of such list. Each party shall have the right to strike an entire panel of five (5) arbitrators. The parties shall alternately strike one name from the list until one name remains; the person whose name remains shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. The arbitrator shall be notified by a joint letter of selection. The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Union and Village representatives.
2. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.
3. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of any hearing.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
5. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or modifies or varies the terms of this Agreement.
6. The cost of the arbitration shall be borne equally by the Union and the Employer.
7. If the arbitration calls for meetings or hearings, and these meetings cannot be held during normal working hours of the grieved employee, than no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Union.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

## **ARTICLE X - SENIORITY**

### **Section 1. Definition of Seniority**

Seniority is the length of continuous employment within the bargaining unit. During the probationary period, employees have no seniority status. At the end of the probationary period, seniority will be accumulated from the date of hire. Certain employee benefits may be used on seniority.

For purposes of promotions, transfers, assignments, and lay-offs, seniority will be considered as continuous employment within the bargaining unit. An employee promoted to a position outside of the bargaining unit shall maintain his/her seniority within the bargaining unit for a period of two (2) months as if there was no break in service. Should an employee return to a bargaining

unit position at any time after this two (2) month period, he/she shall continue with the same seniority date as the employee had prior to leaving the bargaining unit, however, that employee will not be credited with any accumulated seniority for the time the employee is working in another position within the Village. An employee returning to a bargaining unit position during that two-month period may only return to a vacant position and shall have no right to bump an employee out of a position.

### **Section 2. Vacation Scheduling**

Employees shall select the period of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonable operations, significant revision in organization, and work assignments.

### **Section 3. Seniority List**

The Village shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists 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 procedure.

### **Section 4. Personal Day Selection**

Any dispute within a unit as to the selection of a personal day shall be resolved by seniority.

## **ARTICLE XI - LAY-OFF AND RECALL**

### **Section 1.**

Where there is an impending lay-off with respect to the employees in the bargaining unit the Village shall make every attempt to inform the Union in writing no later than two (2) weeks prior to such lay-off. The Village will provide the Union with the names of all employees to be laid off prior to the lay-off. Probationary employees, temporary, and part-time employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the lay-off at least one (1) week in advance of the effective date of such lay-offs.

No new employee will be hired to perform those duties normally performed by a laid off employee.

### **Section 2.**

Employees who are laid off shall be placed on a recall list. Employees shall be kept on the recall list for a period of three (3) years following the date of the lay-off. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are fully qualified to perform the work to which they are recalled, with a reasonable amount of training.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Mayor or his designee of his intention to return to work with three (3) days after receiving notice of recall. The employee will be expected to report to work seven (7) days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Mayor or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

## **ARTICLE XII - LEAVES OF ABSENCE**

### **Section 1. Bereavement Leave**

Up to three (3) scheduled work days off with pay will be granted for death in the immediate family. Immediate family is defined as husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, legal guardian, stepfather, and stepmother. However, leave may be extended beyond three (3) days at the discretion of the Village in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three (3) days.

### **Section 2. Military and Reserve Obligations**

Whenever a full-time employee is called into service, reinstatement will be in accordance with all applicable federal and state laws. In cases where the employee must take an excused leave of absence to fulfill Reserve requirements or because of a civil disturbance or disaster, the Village will pay the difference between the employee's Reserve pay and whatever he or she would have earned as a Village employee. In order to comply with this provision, the employee involved must present orders and pay voucher to substantiate service and amount paid. This does not affect vacation eligibility.

### **Section 3. Sick Leave**

Employees can earn twelve (12) paid sick days per year, based on 8.00 hours per month on an earned basis. Unused sick leave may be accumulated to a total of one hundred and twenty (120) days. The purpose of accumulated sick leave is to enable employees who have an illness or injury to be free of financial worries for the duration of the illness or injury. Accumulated sick leave may only be used for extended illness or disability. Improper use of sick leave will be grounds for discipline.

Sufficient time must be earned by employees for each sick day or part thereof in order for the time taken off to be recognized as sick time.



Employees will be compensated for time missed due to on-the-job injuries, with no loss of sick days. Compensation will be limited to the difference between the employee's pay which would have been earned, but for time lost due to such injuries and the amounts received by the employee's workmen's compensation payments, disability insurance, or other insurance plans providing cash payment to the employee during the period of disability.

If an employee has used all accumulated sick time because of an extended illness, the Mayor and Board of Trustees may, at their discretion, pay the employee additional sick pay benefits not exceeding the employee's regular pay. If additional benefits are granted under this provision, those benefits will be deducted from the employee's future sick leave as earned.

Employees, at the time of separation from the Village, shall be paid for one half of all unused, accumulated sick leave days, subject to all of the following conditions:

- A. The employee must have completed twenty years of consecutive full-time employment with the Village;
- B. The employee must be 55 years of age or older; and
- C. The employee must be in good standing at the time of separation.

Payment will be made in a lump sum at the employee's then-current rate of pay.

#### **Section 4. Injury Leave**

Employees will be compensated for time missed due to on-the-job injuries, with no loss of sick days. Compensation will be limited to the difference between the employee's pay which would have been earned but for time lost due to such injuries and the amount received by the employee's workmen's compensation payments, disability insurance, or other insurance plans providing cash payments to the employee during the period of disability; provided, however, that payments from any insurance plan paid for entirely by the employee shall not be considered for the purposes of determining compensation due under this section.

Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Village.

#### **Section 5. Court Time**

If an employee is called for jury duty or is subpoenaed as a witness, he shall not suffer any loss in regular compensation from such absence. However, he shall be required to remit to the Village any compensation received for such duties, excluding compensation received for mileage.

## **Section 6. Leave of Absence Without Pay**

Permanent employees may request a leave of absence without pay for the purposes specified in the following paragraphs. Each request must be approved by the Department Head after an evaluation of the request on its own merits and on the basis of the guidelines in this Section.

**Educational Leave:** Employees may request a leave for purposes of furthering their education or training in an area of study which will benefit their service to the Village. Such leave will not exceed one (1) year.

**Military Leave:** Employees may request a leave without pay for temporary active or training duties for the time exceeding fifteen (15) days in one (1) calendar year.

**Family Obligation:** Employees whose presence is required to care for the needs of members of their immediate family or household may request a leave of absence without pay for a period not to exceed six (6) months.

**Family and Medical Leave:** Village employees are covered by the Family and Medical Leave Act of 1993 (FMLA). Eligible employees may take FMLA leave subject to and in accordance with the law.

**Temporary Disability:** Unpaid disability leave of up to three (3) months will be granted to any employee who is temporarily disabled as a result of physical impairment, including impairments resulting from pregnancy, childbirth, abortion, miscarriage, or recovery therefrom. If the disability is due to an accident, unpaid disability leave of up to 12 months will be granted. The employee will be returned to his/her prior position.

A physician must certify the affected employee's incapacity to perform his/her normal job duties in order for such leave to be granted. Employees may obtain such certification from their personal physician. Any employee claiming entitlement to disability leave may also be required to be examined by the duly licensed physician of the Village of Sauk Village in order to qualify for the disability leave.

When the disability ceases and the employee is physically capable of returning to work, the Village expects the employee to return as soon as possible, by the next scheduled working day after being certified by the employee's physician's statement attesting that he/she is capable of fully performing his/her prior job duties.

Requests for leave of absences without pay up to ten (10) days for purposes other than those provided in the preceding paragraphs may be considered by the Department Head, but those in excess of ten (10) days must be approved by the Mayor.

Employees who anticipate that they will be requesting leave should make their request to the Department Head as soon as possible. Early notification will enable the Department to continue to ensure proper coverage during the anticipated leave period.

Employees granted a leave of absence without pay may maintain some of their insurance coverage through the Village by remitting premium payments to the Village on a schedule provided by the Village.

### **ARTICLE XIII – OVERTIME**

#### **Section 1. Purpose**

This section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

#### **Section 2. Conditions Under Which Overtime Shall Be Paid**

The following work period is established for the employees covered by this Agreement.

7 Day Work Period - 40 Hours

The work period begins on Monday at 12:01 A.M. and ends on the following Sunday at 12:00 midnight.

Employees who work beyond the hours in their given work period shall be compensated at time and one-half (1 1/2) their regular hourly rate. All periods during which employees are completely relieved from duty which are long enough to enable them to use the time effectively for their own purposes are not hours worked. For the purposes of determining eligibility for overtime, all compensated hours shall be considered "hours worked".

Employees shall work overtime and shall be on call when necessary. Overtime shall be worked only with specific authorization by the Department Head or, in the Department Head's absence, the employee's supervisor. If the Department Head or supervisor is unavailable for authorization of overtime, or if time does not allow advance notification, the request shall be submitted for retroactive approval except in emergency situations. Compensation for overtime shall be paid to the employee at the rate of time and one-half (1 1/2).

#### **Section 3. Compensatory Time**

At the employee's option, the employee may be credited with compensatory time at the overtime rate in lieu of paid overtime. Compensatory time may not accumulate in excess of 100 hours. All compensatory time in excess of this amount will be paid as overtime.

#### **Section 4. "Special Duty" Overtime Assignment**

"Special Duty" overtime is defined as court and any other overtime assignment that may be performed by all clerks. It does not include overtime assignments that may only be performed by specific individuals. Employees subject to "special duty" overtime shall be compensated for a minimum of one (1) hour's pay. Such pay shall be paid at the overtime rate only if the total hours in the work period exceed the defined work period hours. Special duty overtime starts when an employee reports to duty and continues until relieved from duty. This provision shall

not apply to extra time worked which is contiguous to an employee's regularly

scheduled work period. However, an employee required to work beyond the end of his scheduled work period shall be compensated for a minimum of one-half ( $\frac{1}{2}$ ) hour additional pay. Clerical "special duty" overtime shall be assigned by offering the most senior employee the overtime. If the assignment is unfilled, it shall then be offered, by seniority, to the remainder of the employees qualified for the assignment based on a seniority list that is rotated by moving the person at the top of the list to the bottom. In the event no qualified employee accepts the overtime, the Village may assign the overtime to the least senior qualified employee who shall have no right to refuse the assignment. Subsequent instances of assigned overtime shall be rotated upward through the seniority list from the least senior qualified employee to the most senior qualified employee.

## **ARTICLE XIV - HOLIDAYS**

### **Section 1. Holidays**

Employees shall be entitled to the following paid holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Employee's Birthday

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the previous Friday.

In order to qualify for holiday pay, an employee must work his last regularly scheduled shift before the holiday and his first regularly scheduled shift thereafter, providing, however, that sickness or disability which prevents an employee from working on either day such day shall not disqualify said employee from holiday pay.

### **Section 2. Personal Days**

Employees shall be entitled to take two (2) days per year with pay for personal business reasons, provided that 48 hours notice is given by the employee to the Department Head or designate to permit proper coverage or arrangement of a replacement. Personal days must be taken in the year in which they are given and cannot be accumulated from year to year, nor is an employee entitled to compensation for any personal days that have not been utilized at the end of each year or at the termination of employment. The granting of the benefit of personal days is for the purpose of providing time off with pay to attend to personal business. Personal days accrue based upon the Village's fiscal year, May 1st to April 30th.

## ARTICLES XV - VACATIONS

### Section 1. Vacations

Employees shall accrue paid vacation leave according to the following schedule:

| <b>Months of Continuous Service</b> | <b>Hours per Month</b>   |
|-------------------------------------|--|
| First 12                            | None during first 11 months. 80 hours credited upon completion of 12th month.  |
| 13 through 60                       | 6.67   |
| 61 through 120                      | 10.00  |
| 121 through 240                     | 13.33  |
| 241 and over                        | 16.67 hours, plus 8.00 hours per year for every two years in excess of 20 years, to a maximum of 40 additional hours per year. |

### Section 2. Vacation Accrual

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation accrual shall continue during vacation, recognized holidays, used sick leave, time off due to occupational disability, and any other paid leave.

The maximum number of vacation hours which may be accrued by an employee is an amount equal to one and one-half times the number of vacation hours earned in one year. Vacation hours accumulated in excess of this amount will be lost.

### Section 3. Vacation Scheduling

On or before March 1st of each year, the employee will advise the Department Head of the period he desires for vacation, indicating a first and second preference.

All vacation schedules will be established on a seniority basis.

An employee who requests his vacation pay at least two (2) weeks in advance of the scheduled vacation will be entitled to receive his base paycheck before leaving for vacation.

Every effort will be made to allow the vacation period as requested by the employee. However, it is important that all employees understand that there may be periods when no vacations will be permitted because of the work load of the department.

Employees may, at the discretion of the Village, take up to one-half ( $\frac{1}{2}$ ) allotted vacation time as pay in lieu of vacation.

## ARTICLE XVI – RETIREE’S INSURANCE

### Section 1. Continuation of Life, Hospitalization, and Dental Insurance

Each full-time employee shall be entitled to the following continuing benefits upon becoming a “Qualified Former Employee” as is herein defined:

The Village shall extend to each Qualified Former Employee the same hospitalization, life, and dental insurance coverage that is currently in place at the time of retirement. The Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the employee becomes eligible for Medicare benefits, in accordance with the following schedule:

| <u>Length of Service</u> | <u>Premium Paid by Village</u> |
|--------------------------|--------------------------------|
| 20 years to 25 years     | 50%                            |
| 25 years to 30 years     | 75%                            |
| 30 years or more         | 100%                           |

For an employee who was employed on a full-time basis at any time prior to May 14, 1991, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the employee becomes eligible for Medicare benefits, in accordance with the following schedule:

| <u>Length of Service</u> | <u>Premium Paid by Village</u> |
|--------------------------|--------------------------------|
| 10 years to 15 years     | 50%                            |
| 15 years to 20 years     | 75%                            |
| 20 years or more         | 100%                           |

If a Qualified Former Employee elects to continue dependent insurance coverage, he/she shall pay the full cost of said dependent coverage.

The portion of the premiums required to be paid by the Qualified Former Employee shall be paid in a manner prescribed by the Village.

In the event the Village is unable to include a Qualified Former Employee in its hospitalization, life, and dental plan, the Village shall in lieu of making the monthly premium payment, provided for herein, pay directly to the Qualified Former Employee an amount equal to the monthly premium payment being paid for a covered employee without dependent coverage.

Eligibility for this benefit terminates at such time as the Qualified Former Employee becomes eligible for Medicare benefits. If the Qualified Former Employee is purchasing insurance coverage for his or her spouse through the Village at the time the Qualified Former Employee becomes eligible for Medicare benefits, COBRA provisions will apply to the spouse’s coverage. Any further insurance needs, such as Medicare supplements, must be purchased individually by the Qualified Former Employee, and not as a member of the Village’s medical insurance plan. The Qualified Former Employee and his or her spouse may not continue participation in the Village’s life, hospitalization and dental insurance plans at his or her expense.

A "Qualified Former Employee" is a retired employee in a Village pension plan who has reached the age of fifty-five (55), and who has worked for the Village of Sauk Village for ten (10) years, and is voluntarily leaving the employ of the Village; and a disabled employee who has been certified as being disabled (either temporarily or permanently).

## **ARTICLE XVII - UNIFORMS AND CLOTHING**

The Village's past practice of supplying uniforms and clothing to employees of the Community Development Department shall be continued for the life of this Agreement.

## **ARTICLE XVIII - EMPLOYEE TESTING**

### **Section 1. Statement of Policy**

It is the policy of the Village of Sauk Village that the public has a reasonable right to expect persons employed by the Village of Sauk Village to be free from the effects of drugs and alcohol. The Village of Sauk Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established right of the employees.

### **Section 2. Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, property vehicles, and the employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing, or delivering any illegal drugs during the course of the work day;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **Section 3. Drug and Alcohol Testing Permitted**

Where the Village of Sauk Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village of Sauk Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement and policy. There shall be no random testing of employees, except random testing of an individual or employee as authorized in Paragraph 8 below. The foregoing shall not limit the right of the Village of Sauk Village to conduct tests as it may deem appropriate for persons seeking employment as employees of the Village prior to their date of hire.

#### **Section 4. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village of Sauk Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with legal counsel at the time the order is given. No questioning of the employee shall be conducted without first affording the right to legal counsel or Union representation. However, the employee's right to consult with legal counsel or a Union representative shall not significantly delay compliance with the order that the employee submit to testing. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 5. Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Village of Sauk Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) ensure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test results. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a significant sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notified the Village Manager within seventy-two (72) hours of receiving the results of the tests;



- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof in such cases.);
- (j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and results;
- (k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 6. Right to Contest**

The employee, with or without legal counsel, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing, or the results or any other alleged violation of this Agreement.

It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any legal rights that they may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion.

#### **Section 7. Voluntary Requests for Assistance**

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

## **Section 8. Discipline**

In the first instance that employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his/her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to an including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if its is appropriately determine that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Village employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug misuse.

## **ARTICLE XIX - INSURANCE**

### **Section 1. Life Insurance**

The Village shall provide a life insurance policy covering each employee for the face amount of Twenty-Five Thousand Dollars and No/100 (\$25,000.00). This policy includes accidental death and dismemberment and double indemnity benefits. The full amount of the premiums are paid for by the Village.

### **Section 2. Hospitalization & Dental Insurance**

- A. Employee Coverage – The Village agrees to provide, to employees, a policy of hospitalization insurance in accordance with insurance coverage provided by the Village for other municipal employees. The Employee will contribute 10% of the total premium for single coverage beginning one (1) month after ratification and approval of this

contract. On June 1, 2014, upon the condition that all retroactive payments have been paid in full to the employees, then the employees' single coverage contribution will increase to 15% of the total premium for single coverage for the remainder of this agreement. Said policy of insurance shall be for the benefit of the employee and dependents. Any increase in premium of the employee during the term of this Agreement shall be paid by the Village.

- B. Dependent Coverage – In addition, the Village agrees to provide dependent hospitalization insurance to employees. Employees shall have thirty percent (30%) of the difference between single and dependent coverage deducted from the employee's bi-weekly earnings.

The Village agrees to provide, without cost for each covered employee, a policy of dental insurance in accordance with insurance coverage provided by the Village for other municipal employees. Said dental insurance shall be for the benefit of the employee only. If the employee wishes, he or she may purchase dependent coverage under this policy by separate contract with the insurance carrier. The cost of all dependent dental coverage shall be paid by the employee.

**The Village shall provide a Section 125 plan to allow employees to pay their portion of medical and dental premiums on a pretax basis.**

**Should the Village wish to change health insurance policies at any time during the duration of this Agreement, the Village may do so as long as policy coverage remains substantially the same under the current Blue Cross/Blue Shield policy and the individual deductible does not exceed \$250.00 per year, the office visit co-pay does not exceed \$20.00 per visit and the prescription or drug co-pays do not exceed \$15.00, \$30.00 and \$50.00.**

#### **ARTICLE XX - MAINTENANCE OF STANDARDS**

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

It is the intent of the Union, its agents, and its members to assist the Village to obtain maximum productivity and efficiency from each employee during the term of this Agreement.

#### **ARTICLE XXI - WAGES**

##### **Section 1. Rates of Pay**

Employees shall be paid according to the below schedule during the term of this Agreement. Retroactive payments will be split into two (2) equal payments. The first payment shall be made by the Employer on or before May 1, 2014 and the final retroactive payment on or before June 1, 2014.

During the 1st year of employment - 75% of the current top pay rate.

During the 2nd year of employment - 80% of the current top pay rate.

During the 3rd year of employment - 85% of the current top pay rate.

During the 4th year of employment - 90% of the current top pay rate.

During the 5th year of employment - 95% of the current top pay rate

After the completion of 5 years of employment - 100% of the current top pay rate.

For the purposes of this Section, the following shall be considered the top rate of pay during the term of this Agreement:

The following chart reflects:

May 1, 2012 – April 30, 2013 2% wage increase  
May 1, 2013 – April 30, 2014 2 ½ wage increase  
May 1, 2014 – April 30, 2015 2 ½ % wage increase  
May 1, 2015 – April 30, 2016 3 % wage increase

|                              | <b>Cust. Serv.<br/>Inspector</b> | <b>Coordinator</b> | <b>Clerk</b> | <b>Community<br/>Service Ofer.</b> |
|------------------------------|----------------------------------|--------------------|--------------|------------------------------------|
| Current                      | \$24.30/hr                       | \$24.30/hr         | \$21.43/hr   | \$20.18/hr                         |
| May 1, 2012 – April 30, 2013 | \$24.79/hr                       | \$24.79/hr         | \$21.86/hr   | \$20.58/hr                         |
| May 1, 2013 – April 30, 2014 | \$25.41/hr                       | \$25.41/hr         | \$22.41/hr   | \$21.09/hr                         |
| May 1, 2014 – April 30, 2015 | \$26.04/hr                       | \$26.04/hr         | \$22.97/hr   | \$21.62/hr                         |
| May 1, 2015 – April 30, 2016 | \$26.82hr                        | \$26.82/hr         | \$23.66/hr   | \$22.27/hr                         |

### **Section 2. Stipend**

The employee employed in the position of office manager shall receive a stipend of an extra \$1.25 per hour. The positions of Office Manager and Customer Service Coordinator shall be filled solely at the discretion of the Village.

## **ARTICLE XXII - MILEAGE REIMBURSEMENT**

### **Section 1.**

Employees will be reimbursed for all mileage incurred for the use of his personal vehicle for Village business at the applicable IRS rate.

## **ARTICLE XXIII - RESIDENCY**

Employees shall not be required to live within the Village of Sauk Village to be eligible for employment with the Village.

## **ARTICLE XXIV - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## ARTICLE XXV - DURATION OF AGREEMENT

### Section 1.

(a) Except as otherwise provided below, this Agreement shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination to the other party but in any event, shall not terminate earlier than 12:01 A.M. May 1, 2016. Any notice given prior to February 28, 2016 shall be deemed to have been given on February 28, 2016.

### Section 2.

Any notice to be given under this Agreement shall be given by registered mail and be completed by and at the time of mailing.

Notice to the Village shall be addressed to:

Mayor  
Village of Sauk Village  
21801 ~~21701~~ Torrence  
Avenue Sauk Village,  
Illinois 60411

Notices to the Union shall be addressed to:

USW  
7218 W. 91st Street  
Bridgeview, Illinois 60455

**AGREEMENT**

**BETWEEN**

**VILLAGE OF SAUK VILLAGE, ILLINOIS**

**AND**

**PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, SERVICE WORKERS  
INTERNATIONAL UNION, LOCAL 7234**

**PUBLIC WORKS EMPLOYEES**

**MAY 1, 2012 – APRIL 30, 2016**

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## **AGREEMENT**

This Agreement dated May 1, ~~2009~~ 2012 is entered into by and between the Village of Sauk Village, Cook County and Will County, Illinois referred to as the "Village" and the United Steelworkers of America (AFL-CIO), hereinafter referred to as the "Union".

## **PURPOSE**

The purpose of the Village and the Union in entering into this Labor Agreement is to promote harmony and efficiency in the Public Works Department of the Village; to set forth their agreement on rate of pay, wages, hours of employment, or other conditions of employment; to provide for the peaceful adjustment of differences which may arise; and to achieve uninterrupted operations of the Public Works Department.

## **ARTICLE I – RECOGNITION AND REPRESENTATION**

### **Section 1. Collective Bargaining Representative**

The Village recognizes the Union as the sole and exclusive collective bargaining representative, during the life of this Agreement, for all of the full-time Public Works employees as defined in Section 2 of this Article, in the matter of wages, rate of pay, hours of employment, or other conditions of employment.

Probationary employees shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspension and discharge, shall not be subject to the grievance and arbitration procedure set forth herein. The probationary period shall be 2,080 hours of work or twelve (12) months from date of hire, whichever occurs first.

### **Section 2. Collective Bargaining Unit**

The term "Employee" as used in this Agreement shall apply to all employees in the Village of Sauk Village listed in this Agreement, except the following groups:

- (A) All managerial, supervisory, and technical employees.
- (B) All employees in the following departments:

- Administrative
- Building
- Police
- Recreation

## **ARTICLE II – MANAGEMENT RIGHTS**

The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its Public Works Department in each and every various aspect. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of management formerly exercised or exercisable by the Village shall remain vested exclusively in the Village. Without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control, and determine the operations or services to be conducted in or at the Public Works Department or by employees of the Village, to set standards of service offered to the public, to assign and transfer employees, to hire, promote, and demote employees, discipline, suspend or discharge employees for cause, to discharge probationary employees absent cause, to determine the hours, schedules and assignments of work, including overtime and compensatory time, to establish and enforce reasonable rules and regulations, and to change methods, equipment or facilities is vested exclusively in the Village provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement, or with Federal, State, or local laws.

## **ARTICLE III – UNION REPRESENTATIVE**

For the purposes of administering and enforcing the provisions of this Agreement, the Village agrees as follows:

### **Section 1. Attendance at Union Meetings**

Subject to the need for orderly scheduling and emergencies, Village agrees that one official of the Union shall be permitted reasonable time off, without pay, to attend general, board, or special meetings of the Union, provided that at least twenty-four (24) hours notice of such meetings shall be given in writing to the Village, and provided further that names of all such officials and officers shall be certified in writing to the Village.

### **Section 2. Grievance Processing**

Reasonable time shall be permitted a Union representative for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without pay.

### **Section 3. Delegates**

Any employee chosen as a delegate to a USWA Local, State, or National Conference will, upon written application approved by the Local and submitted to the Village, with at least seven (7) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference.

**Section 4. Local Negotiating Committee**

No more than one (1) member at a time designated as being on the Local Negotiating Committee who is scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Local Negotiating Committee member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE IV – INDEMNIFICATION**

**Section 1. Village Responsibility**

The Village shall be responsible for, hold employees from, and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

**Section 2. Legal Representation**

Employees shall have legal representation by the Village in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

**Section 3. Cooperation**

Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this Article.

**Section 4. Applicability**

The Village will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Village in defense of the action or actions or claims.

**ARTICLE V – GENERAL PROVISIONS**

**Section 1.**

Authorized representatives of the Local or International Union shall be permitted to visit the departments during working hours to talk with employees of the Local and/or representatives of the Village concerning matters covered by this Agreement.

**Section 2.**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

**Section 3.**

The Village agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, in the course of the employee's work.

**Section 4.**

The Village agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

**Section 5.**

The Village agrees that at least two employees on each crew shall be trained to administer CPR.

**Section 6.**

A promotion is the appointment to the Working Foreman position. An appointment to the vacant position will be made by a promotion. Appointment to the position within the Village service will be based on merit and fitness measured through an open competitive process. Where employees possess equally satisfactory performance and ability, extra consideration will be given to the employee with the most seniority. The Working Foreman shall not have the power to hire, fire, or discipline.

**ARTICLE VI – NO DISCRIMINATION**

**Section 1. Non-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. The Village and the Union will adhere to the Americans with Disabilities Act.

**Section 2. Union Membership and Fair Representation**

All employees employed on or hired after the effective date of this agreement shall be required to be members of the Union. There shall be no discrimination against any employee because of lawful Union membership, or non-membership activity or status. The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

### **Section 3. Use of Masculine Pronoun**

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

## **ARTICLE VII – NO STRIKE, NO LOCKOUT**

The Union, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, picketing, concerted stoppage of work, concerted sick calls, sit down strike, or sympathy strike of any kind, or any action of a similar nature seeking to effect the same result, either singly or in concert. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village, for its part, will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE VIII – DUES DEDUCTION AND FAIR SHARE**

### **Section 1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Village shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the United Steelworkers of America at the address designated by the Union in accordance with the laws of the State of Illinois. Additional dues which result from overtime or other additional compensation shall be deducted and remitted to the Union on a bimonthly basis. The Union shall advise the Village of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 2. Dues**

Each employee who, on the effective date of this Agreement, is a member of the Union and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any employee on whose behalf the Village received written authorization in a form agreed upon by the Union and the Village, the Village shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Village by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the village and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Village will not similarly deduct dues in any other organization as to employees covered by this Agreement.

### **Section 3. Fair Share**

The Village shall, with respect to any employee on whose behalf the Village has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the Village that the affected employee has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the Village that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee.

### **Section 4. Indemnification**

The Union shall indemnify the Village and hold it harmless against any and all claims, demands, or suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Village for the purpose of complying with the provisions of this Article.

## **ARTICLE IX – GRIEVANCE AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee of the Union against the Village involving the meaning, interpretation, or application of the provisions of this Agreement.

### **Step 1**

The employee with a Union representative, may take up a grievance with the employee's immediate Supervisor within ten (10) business days (Monday through Friday, excluding holidays) of its occurrence, or circumstances giving rise to a grievance, or when first known, or through reasonable diligence should have been known by the grievant. The Supervisor shall then attempt to adjust the matter and shall respond within five (5) business days after such discussion.

### **Step 2**

If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union to the Department Head within five (5) business days following the receipt of the Supervisor's answer in Step 1. The Department Head shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate Supervisor or Union representative within five (5) business days after receipt of the grievance from the Union. The



Department Head shall ~~the n-render~~ then render a decision, based on the supplied information during the meeting, within five (5) business days of the meeting.

### **Step 3**

If the grievance is not adjusted in Step 2, the grievance shall be submitted to the Village Manager within five (5) business days of the receipt from the Department Head his response to the Step 2 procedure. A meeting shall be held at a mutually agreeable time and place within five (5) business days, with the Village Manager (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Union the employer's answer within five (5) business days following their meeting.

### **Step 4**

If the grievance is not adjusted in Step 3, the grievance shall be submitted to the Mayor within ten (10) business days of the receipt from the Village Manager his response to the Step 3 procedure. A meeting shall be held at a mutually agreeable time and place, within ten (10) business days, with the Mayor (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Union the employer's answer within ten (10) business days following their meeting.

### **Step 5**

If the grievance is not settled in Step 4, the matter shall be referred for arbitration by written request by the Union made within ten (10) business days of the Employer's answer in step Step four. Arbitration shall proceed in the following manner:

1. The parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. The arbitrator will be selected by the parties within ten (10) days after receipt of such list. Each party shall have the right to strike an entire panel of five (5) arbitrators. The parties shall alternately strike one name from the list until one name remains; the person whose name remains shall be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. The arbitrator shall be notified by a joint letter selection. The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Union and Village representatives.
2. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.

3. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of any hearing.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
5. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or modifies or varies the terms of this Agreement.
6. The cost of the arbitration shall be borne equally by the Union and the Employer.
7. If the arbitration calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, than no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Union.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

## **ARTICLE X – SENIORITY**

### **Section 1. Definition of Seniority**

Seniority is the length of continuous employment within the bargaining unit. During the probationary period, employees have no seniority status. At the end of the probationary period, seniority will be accumulated from the date of hire. Certain employee benefits may be used on seniority.

For purposes of promotions, transfers, assignments, and lay-offs, seniority will be considered as continuous employment within the bargaining unit.

### **Section 2. Vacation Scheduling**

Employees shall select the period of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonable operations, significant revision in organization, and work assignments.

### **Section 3. Seniority List**

The Village shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall, become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered

under this Agreement or employed at the time of the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

**Section 4. Personal Day Selection**

Any dispute within a unit as to the selection of a personal day shall be resolved by seniority.

**ARTICLE XI – LAY-OFF AND RECALL**

**Section 1.**

Where there is an impending lay-off with respect to the employees in the bargaining unit, the Village shall make every attempt to inform the union in writing no later than two (2) weeks prior to such lay-off. The Village will provide the Union with the names of all employees to be laid off prior to the lay-off. Probationary employees, temporary, and part-time employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the lay-off at least one (1) week in advance of the effective date of such lay-offs.

No new employee will be hired to perform those duties normally performed by a laid off employee.

**Section 2.**

Employees who are laid off shall be placed on a recall list. Employees shall be kept on the recall list for a period of three (3) years following the date of lay-off. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are fully qualified to perform the work to which they are recalled, with a reasonable amount of training.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village Manager or his designee of his intention to return to work within three (3) days after receiving notice of recall. The employee will be expected to report to work seven (7) days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village Manager or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

## ARTICLE XII – LEAVES OF ABSENCE

### Section 1. Bereavement Leave

Up to three (3) scheduled work days off with pay will be granted for death in the immediate family. Immediate family is defined as husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren, legal guardian, stepfather, and stepmother. However, leave may be extended beyond three (3) days at the discretion of the Village in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three (3) days.

### Section 2. Military and Reserve Obligations

Whenever a full-time employee is called into service, reinstatement will be in accordance with all applicable federal and state laws. In cases where an employee must take an excused leave of absence to fulfill Reserve requirements or because of a civil disturbance or disaster, the Village will pay the difference between the employee's Reserve pay and whatever he or she would have earned as a Village employee. In order to comply with this provision, the employee involved must present orders and pay voucher to substantiate service and amount paid. This does not affect vacation eligibility.

### Section 3. Sick Leave

Employees can earn twelve (12) paid sick days per year, based on 8.00 hours per month on an earned basis. Unused sick leave may be accumulated to a total of one hundred and twenty (120) days. The purpose of accumulated sick leave is to enable employees who have illness or injury to be free of financial worries for the duration of the illness or injury. Accumulated sick leave may only be used for extended illness or disability. Improper use of sick leave will be grounds for discipline.

Sufficient time must be earned by employees for each sick day or part thereof in order for the time taken off to be recognized as sick time.

Employees will be compensated for time missed due to on-the-job injuries, with no loss of sick days. Compensation will be limited to the difference between the employee's pay which would have been earned, but for time lost due to such injuries and the amounts received by the employee's workmen's compensation payments, disability insurance, or other insurance plans providing cash payment to the employee during the period of disability.

If an employee has used all accumulated sick time because of an extended illness, the Mayor and Board of Trustees may, at their discretion, pay the employee additional sick pay benefits not exceeding the employee's regular pay. If additional benefits are granted under this provision, those benefits will be deducted from the employee's future sick leave as earned.

Employees, at the time of separation from the Village, shall be paid for one-half of all unused, accumulated sick leave days, subject to all of the following conditions:

- A. The employee must have completed twenty (20) years of consecutive full-time employment with the Village;
- B. The employee must be 55 years of age or older; and
- C. The employee must be in good standing at the time of separation.

Payment will be made in a lump sum at the employee's then-current rate of pay.

#### **Section 4. Injury Leave**

Employees will be compensated for time missed due to on-the-job injuries, with no loss of sick days. Compensation will be limited to the difference between the employee's pay which would have been earned but for time lost due to such injuries and the amount received by the employee's workmen's compensation payments, disability insurance, or other insurance plans providing cash payment to the employee during the period of disability; provided, however, that payments from any insurance plan paid for entirely by the employee shall not be considered for the purposes of determining compensation due under this section.

Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Village.

#### **Section 5. Court Time**

If an employee is called for jury duty or is subpoenaed as a witness, he/she shall not suffer any loss in regular compensation from such absence. However, he/she shall be required to remit to the Village any compensation received for such duties, excluding compensation received for mileage.

#### **Section 6. Leave of Absence Without Pay**

Permanent employees may request a leave of absence without pay for the purposes specified in the following paragraphs. Each request must be approved by the Superintendent after an evaluation of the request on its own merits and on the basis of the guidelines in this Section.

**Educational Leave:** Employees may request a leave for purposes of furthering their education or training in an area of study which will benefit their service to the Village. Such leave will not exceed one (1) year.

**Military Leave:** Employees may request a leave without pay for temporary active or training duties for the time exceeding fifteen (15) days in one (1) calendar year.

**Family Obligation:** Employees whose presence is required to care for the needs of members of their immediate family or household may request a leave of absence without pay for a period not to exceed six (6) months.

**Family and Medical Leave:** Village employees are covered by the Family and Medical Leave Act of 1993 (FMLA). Eligible employees may take FMLA leave subject to and in accordance with the law.

**Temporary Disability:** Unpaid disability leave of up to three (3) months will be granted to any employee who is temporarily disabled as a result of physical impairment, including impairments resulting from pregnancy, childbirth, abortion, miscarriage, or recovery therefrom. If the disability is due to an accident, unpaid disability leave of up to twelve (12) months will be granted. The employee will be returned to his/her prior position.

A physician must certify the affected employee's incapacity to perform his/her normal job duties in order for such leave to be granted. Employees may obtain such certification from their personal physician. Any employee claiming entitlement to disability leave may also be required to be examined by the duly licensed physician of the Village of Sauk Village in order to qualify for the disability leave.

When the disability ceases and the employee is physically capable of returning to work, the Village expects the employee to return as soon as possible, by the next scheduled working day after being certified by the employee's physician to return to work. Upon returning to work, the employee must furnish a physician's statement attesting that he/she is capable of fully performing his/her prior job duties.

Requests for leave of absences without pay up to ten (10) days for purposes other than those provided in the preceding paragraphs may be considered by the Department Head, but those in excess of ten (10) days must be approved by the Mayor.

Employees who anticipate that they will be requesting leave should make their request to the Department Head as soon as possible. Early notification will enable the Department to continue to ensure proper coverage during the anticipated leave period.

Employees granted a leave of absence without pay may maintain some of their insurance coverage through the Village by remitting premium payments to the Village on a schedule provided by the Village.

## **ARTICLE XIII – OVERTIME**

### **Section 1. Purpose**

This Section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

## **Section 2. Conditions Under Which Overtime Shall Be Paid**

The following work period is established for the employees covered by this Agreement:

### **7 Day Work Period - 40 Hours**

The work period begins on Monday at 12:01 A.M. and ends on the following Sunday at 12:00 midnight.

Employees who work beyond the hours in their given work period shall be compensated at time and one-half (1½) their regular hourly rate. All periods during which employees are completely relieved from duty which are long enough to enable them to use the time effectively for their own purposes are not hours worked.

Employees who work on a holiday, as defined by Article XIV, Section 1 (except the employee's birthday), shall be compensated at twice their regular hourly rate.

For the purposes of determining eligibility for overtime, all compensated hours shall be considered "hours worked".

Employees shall work overtime and shall be on call when necessary. Employees who work on emergency call outs shall be compensated at twice their regular hourly rate. Overtime shall be worked only with specific authorization by the Superintendent or, in the Superintendent's absence, the employee's supervisor. If the Superintendent or supervisor is unavailable for authorization of overtime, or if time does not allow advance notification, the request shall be submitted for retroactive approval except in emergency situations. Compensation for overtime shall be paid to the employee at the rate of time and one-half (1½).

## **Section 3. Compensatory Time**

At the employee's option, the employee may be credited with compensatory time at the overtime rate in lieu of paid overtime. Compensatory time may not accumulate in excess of one hundred (100) hours. All compensatory time in excess of this amount will be paid as overtime.

## **Section 4. Equalization of Overtime**

All overtime shall be equalized among all employees and a running schedule shall be reviewed by the Village representative and the Grievance Committeeman every three (3) months. Every hour of overtime worked or refused will count toward an employee's cumulative total.

## **Section 5. Call Back**

Employees subject to an unscheduled or emergency call back shall be compensated for a minimum of one (1) hour pay. Such call backs shall be paid at the overtime rate only if the total hours in the work period exceed the defined work periods. Call back time starts when an

employee reports to duty and continues until relieved from duty. This provision shall not apply to extra time worked which is contiguous to an employee's regularly scheduled work period. However, an employee required to work beyond the end of his scheduled work period shall be compensated for a minimum of one-half (½) hour additional pay.

## **ARTICLE XIV – HOLIDAYS**

### **Section 1. Holidays**

Employees shall be entitled to the following paid holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Employee's Birthday

When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday falls on a Saturday, it will be observed on the previous Friday.

In order to qualify for holiday pay, an employee must work his last, regularly scheduled shift before the holiday and his first regularly scheduled shift thereafter, providing, however, that sickness or disability which prevents an employee from working on either such day shall not disqualify said employee from holiday pay.

### **Section 2. Personal Days**

Employees shall be entitled to take two (2) days off per year with pay for personal business reasons, provided that forty-eight (48) hours notice is given by the employee to the Department Head or his designate to permit proper coverage or arrangement of a replacement. Personal days must be taken in the year in which they are given and cannot be accumulated from year to year, nor is an employee entitled to compensation for any personal days that have not been utilized at the end of each year or at the termination of employment. The granting of the benefit of personal days is for the purpose of providing time off with pay to attend to personal business. Personal days accrue based upon the Village's fiscal year, May 1st to April 30th.



## ARTICLE XV – VACATIONS

### Section 1. Employees Hired Prior to May 1, 1994

Employees hired prior to the May 1, 1994 shall accrue paid vacation leave according to the following schedule:

| <u>Months of Continuous Service</u> | <u>Hours</u>   |
|-------------------------------------|--|
| First 12                            | None during first 11 months. 80 hours credited upon completion of 12th month.                                |
| 13 through 48                       | 6.67 per month   |
| 49 through 108                      | 10.00 per month  |
| 109 through 240                     | 16.67 per month  |
| 241 through 360                     | 16.67 per month, plus 8 additional hours at the end of every 2 years up to a maximum of 6 weeks (240 weeks). |
| 361 and over                        | 20.00 per month  |

### Section 2. Employees Hired After May 1, 1994

Employees hired on or after May 1, 1994 shall accrue paid vacation leave according to the following schedule:

| <u>Months of Continuous Service</u> | <u>Hours</u>   |
|-------------------------------------|--|
| First 12                            | None during first 11 months. 80 hours credited upon completion of 12th month.                                |
| 13 through 60                       | 6.67 per month   |
| 61 through 120                      | 10.00 per month  |
| 121 through 240                     | 16.67 per month  |
| 241 through 360                     | 16.67 per month, plus 8 additional hours at the end of every 2 years up to a maximum of 6 weeks (240 weeks). |
| 361 and over                        | 20.00 per month  |

### Section 3. Vacation Accrual

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation accrual shall continue during vacation, recognized holidays, used sick leave, time off due to occupational disability, and any other paid leave.

The maximum number of vacation hours which may be accrued by an employee is an amount equal to one and one-half times the number vacation hours earned in one year. Vacation hours accumulated in excess of this amount will be lost.

#### **Section 4. Vacation Scheduling**

On or before March 1st of each year, the employee will advise the Department Head of the period he desires for vacation, indicating a first and second preference.

All vacation schedules will be established on a seniority basis.

An employee who requests his vacation pay at least two (2), weeks in advance of the scheduled vacation will be entitled to receive his base paycheck before leaving for vacation.

Every effort will be made to all the vacation period as requested by the employee. However, it is important that all employees understand that there may be periods when no vacations will be permitted because of the work load of the department.

Employees may, at the discretion of the Village, take up to one-half (½) allotted vacation time as pay in lieu of vacation.

### **ARTICLE XVI – UNIFORMS AND CLOTHING**

#### **Section 1.**

The Village will provide all employees with work shirts. Employees shall receive \$500.00 per year for the purchase of work shoes and blue jeans. Shorts may not be worn during chipping, and supervisors may require employees to wear long pants at other times when it is deemed necessary for safety reasons. Employees electing to wear shorts must bring a pair of long pants each day when shorts are worn, in the event that changing job requirements during the day require the employee to change to long pants.

The Village will purchase a snow suit for each employee every third year.

#### **Section 2.**

Employees will be reimbursed by the Village for the cost of acquiring and renewing their CDL licenses. Such cost to be reimbursed will be determined by the amount to secure such CDL license over the cost of obtaining or renewing a regular driver's license.

### **ARTICLE XVII – JOB ASSIGNMENTS AND TRAINING**

It is mutually agreed by the Village and the Union that the periodic rotation of job assignments and the provision of adequate training are desirable and necessary in order to promote maximum productivity, efficiency, and safety. Accordingly, it is the intent of the Village to periodically rotate job assignments between all employees, subject to operational requirements, and the need for certain tasks to be performed by employees possessing appropriate licenses or certain tasks to be performed by employees possessing appropriate licenses or certifications. Further, it is the

intent of the Village to provide all employees with regular training covering all facets of their work, including the proper operation of equipment and the performance of field operations.

The employees and the Village shall develop a joint safety committee to ~~set-down~~ establish safety rules and practice and to discuss matters dealing with safety as they arise.

## **ARTICLE XVIII – EMPLOYEE TESTING**

### **Section 1. Statement of Policy**

It is the policy of the Village of Sauk Village that the public has a reasonable right to expect persons employed by the Village of Sauk Village to be free from the effects of drugs and alcohol. The Village of Sauk Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established right of the employees.

### **Section 2. Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties vehicles, and the employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing, or delivering any illegal drugs during the course of the work day;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **Section 3. Drug and Alcohol Testing Permitted**

Where the Village of Sauk Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village of Sauk Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement and policy. There shall be no random testing of employees, except random testing of an individual or employee as authorized in Paragraph 8 below. The foregoing shall not limit the right of the Village of Sauk Village to conduct tests as it may deem appropriate for persons seeking employment as ~~police officers~~ public work employees or employees of the village prior to their date of hire.

#### **Section 4. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village of Sauk Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with legal counsel at the time the order is given. No questioning of the employee shall be conducted without first affording the right to legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

#### **Section 5. Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Village of Sauk Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) ensure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notified the Village Manager within seventy-two (72) hours of receiving the results of the tests;

- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining where the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof in such cases.);
- (j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 6. Right to Contest**

The employee, with or without legal counsel, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of, the tests, the consequence of the testing, or the results or any other alleged violation of this Agreement.

It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any legal rights that they may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion.

#### **Section 7. Voluntary Requests for Assistance**

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

## **Section 8. Discipline**

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his/her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Village employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **ARTICLE XIX – INSURANCE**

### **Section 1. Life Insurance**

The Village shall provide a life insurance policy covering each employee for the face amount of Twenty-Five Thousand Dollars and No/100 (\$25,000.00). This policy includes accidental death and dismemberment and double indemnity benefits. The full amount of the premiums are paid for by the Village.

### **Section 2. Hospitalization & Dental Insurance**

~~The Village shall provide employee hospitalization insurance and dental insurance without cost to employees. In addition, the Village will provide dependent hospitalization insurance to employees at a reduced cost. The Village pays 70% of the premiums for dependent~~

~~hospitalization coverage. The remaining 30% of the premiums for dependent coverage is paid for by the employee.~~

~~The entire cost of dependent dental coverage is paid for by the employee.~~

~~The Village shall provide a Section 125 plan to allow employees to pay their portion of medical and dental premiums on a pretax basis.~~

A. Employee Coverage – The Village agrees to provide, to employees, a policy of hospitalization insurance in accordance with insurance coverage provided by the Village for other municipal employees. The Employee will contribute 10% of the total premium for single coverage beginning one (1) month after ratification and approval of this contract. On June 1, 2014, upon the condition that all retroactive payments have been paid in full to the employees, then the employees' single coverage contribution will increase to 15% of the total premium for single coverage for the remainder of this agreement. Said policy of insurance shall be for the benefit of the employee and dependents. Any increase in premium of the employee during the term of this Agreement shall be paid by the Village.

B. Dependent Coverage – In addition, the Village agrees to provide dependent hospitalization insurance to employees. Employees shall have thirty percent (30%) of the difference between single and dependent coverage deducted from the employee's bi-weekly earnings.

The Village agrees to provide, without cost for each covered employee, a policy of dental insurance in accordance with insurance coverage provided by the Village for other municipal employees. Said dental insurance shall be for the benefit of the employee only. If the employee wishes, he or she may purchase dependant coverage under this policy by separate contract with the insurance carrier. The cost of all dependent dental coverage shall be paid by the employee.

Should the Village wish to change health insurance policies at any time during the duration of this Agreement, the Village may do so as long as policy coverage remains substantially the same under the current plan.

## **ARTICLE XX – RETIREES INSURANCE**

Continuation of Life, Hospitalization, & Dental Insurance: Each full time employee shall be entitled to the following continuing benefits upon becoming a "Qualified Former Employee" as is herein defined:

The Village shall extend to each Qualified Former Employee the same hospitalization, life, and dental insurance coverage that is currently in place at the time of retirement. The Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the employee becomes eligible for Medicare benefits, in accordance with the following schedule:

| <b>Length of Service</b> | <b>Premium Paid by Village</b> |
|--------------------------|--------------------------------|
| 20 years to 25 years     | 50%                            |
| 25 years to 30 years     | 75%                            |
| 30 years or more         | 100%                           |

For any employee who was employed on a full time basis at any time prior to May 14, 1991, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the employee becomes eligible for Medicare benefits, in accordance with the following schedule:

| <b>Length of Service</b> | <b>Premium Paid by Village</b> |
|--------------------------|--------------------------------|
| 10 years to 15 years     | 50%                            |
| 15 years to 20 years     | 75%                            |
| 20 years or more         | 100%                           |

If a Qualified Former Employee elects to continue dependent insurance coverage, he/she shall pay the full cost of said dependent coverage.

The portion of the premiums required to be paid by the Qualified Former Employee shall be paid in a manner prescribed by the Village.

In the event the Village is unable to include a Qualified Former Employee in its hospitalization, life, and dental plan, the Village shall in lieu of making the monthly premium payment, provided for herein, pay directly to the Qualified Former Employee an amount equal to the monthly premium payment being paid for a covered employee without dependent coverage.

Eligibility for this benefit terminates at such time as the Qualified Former Employee becomes eligible for Medicare benefits. If the Qualified Former Employee is purchasing insurance coverage for his or her spouse through the Village at the time the Qualified Former Employee becomes eligible for Medicare benefits, COBRA provisions will apply to the spouse's coverage. Any further insurance needs, such as Medicare supplements, must be purchased individually by the Qualified Former Employee, and not as a member of the Village's medical insurance plan. The Qualified Former Employee and his or her spouse may not continue participation in the Village's life, hospitalization and dental insurance plans at his or her expense.

A "Qualified Former Employee" is a retired employee in a Village pension plan who has reached the age of fifty-five (55), and who has worked for the Village of Sauk Village for ten (10) years, and is voluntarily leaving the employ of the Village; and a disabled employee who has been certified as being disabled (either temporarily or permanently).



## ARTICLE XXI – MAINTENANCE OF STANDARDS

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

It is the intent of the Union, its agents, and its members to assist the Village to obtain maximum productivity and efficiency from each employee during the term of this Agreement.

The Village will form a committee to review the discipline section of the Village's Employee Manual and to recommend changes to the Village Board. At least one member of the bargaining unit will be given the opportunity to participate on this committee.

## ARTICLE XXII – WAGES

### Section 1. Top Rate of Pay

~~The top rate of pay for employees covered by this agreement shall be as follows:~~ Retroactive payments will be split into two (2) equal payments. The first payment shall be made by the Employer on or before May 1, 2014 and the final retroactive payment on or before June 1, 2014.

~~May 1, 2009 – April 30, 2010 \$23.03/hour (\$47,902.24/year)~~

~~May 1, 2010 – April 30, 2011 \$23.83/hour (\$49,566.40/year)~~

~~May 1, 2011 – April 30, 2012 \$24.67/hour (\$51,313.60/year)~~

~~This represents a 3.50% increase in each year for all three years of the contract.~~

May 1, 2012 - April 30, 2013      \$25.16/hour      (\$52,339.87/year)

May 1, 2013 - April 30, 2014      \$25.79/hour      (\$53,648.35/year)

May 1, 2014 - April 30, 2015      \$26.44/hour      (\$54,989.56/year)

May 1, 2015 - April 30, 2016      \$27.23/hour      (\$56,639.24/year)

### Section 2. Individual Rate of Pay

Employees shall be paid according to the following schedule during the term of this agreement.

During the 1st year of employment - 75% of the current top pay rate.

During the 2nd year of employment - 80% of the current top pay rate.

During the 3rd year of employment - 85% of the current top pay rate.

During the 4th year of employment - 90% of the current top pay rate.

During the 5th year of employment - 95% of the current top pay rate.

After the completion of 5 years of employment - 100% of the current top pay rate.

### **Section 3. Working Foreman**

~~The Working Foreman shall be paid as follows:~~

~~May 1, 2009 - April 30, 2010 \$25.52/hour (\$53,081.60/year)~~

~~May 1, 2010 - April 30, 2011 \$26.42 (\$54,953.60/year)~~

~~May 1, 2011 - April 30, 2012 \$27.34 (\$56,867.20/year)~~

~~This represents a 3.50% increase in each year for all three years of the contract.~~

May 1, 2012 - April 30, 2013            \$27.89/hour            (\$58,004.54/year)

May 1, 2013 - April 30, 2014            \$28.58/hour            (\$59,454.66/year)

May 1, 2014 - April 30, 2015            \$29.30/hour            (\$60,941.02/year)

May 1, 2015 - April 30, 2016            \$30.18/hour            (\$62,769.25/year)

### **Section 4. Class "A" License**

Employees with a Class A water treatment license shall receive \$50.00/month stipend in addition to their regular pay.

At no time during the term of this Agreement will the Village be required to pay more than two (2) employees with Class A licenses. Should the Village employ more than two (2) public works employees with Class A licenses, seniority will be used to determine which of the two (2) employees will receive the monthly stipend.

## **ARTICLE XXIII - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.



## ARTICLE XXIV – DURATION OF AGREEMENT

### Section 1.

(a) Except as otherwise provided below, this Agreement shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination to the other party but in any event, shall not terminate earlier than 12:01 A.M. May 1, ~~2012~~ 2016. Any notice given prior to February 28, ~~2012~~ 2016 shall be deemed to have been given on February 28, ~~2012~~ 2016.

(b) If either party gives such notice, it may include therein notice of its desire to negotiate with respect to Insurance and Comprehensive Medical Program and Pensions (existing provisions or agreements as to Insurance and Comprehensive Medical Program and Pensions to the contrary notwithstanding), and the parties shall meet within thirty (30) days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by the end of sixty (60) days after the giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position in respect to such matters as well as any other matter in dispute (the existing agreements or provisions with respect to Insurance and Comprehensive Medical Program, and Pensions, to the contrary notwithstanding).

### Section 2.

Any notice to be given under this Agreement shall be given by registered mail and be completed by and at the time of mailing.

Notice to the Village shall be addressed to:

Mayor  
Village of Sauk Village  
21801 ~~21701~~ Torrence Avenue  
Sauk Village, Illinois 60411

Notices to the Union shall be addressed to:

United Steelworkers of America  
7218 W. 91st Street  
Bridgeview, Illinois 60455

