

AGREEMENT

BETWEEN

THE VILLAGE OF BRADLEY

AND

LABORERS' INTERNATIONAL UNION

LOCAL 751, AFL-CIO

May 1, 2021 – April 30, 2023

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ARTICLE 1 AGREEMENT

THIS AGREEMENT is entered into by and between Bradley, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "Employer" and "Village") and Laborers' International Union of North America, Local 751, AFL-CIO (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions.

ARTICLE 2 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include: all full- and part- time Mechanics, Code Enforcement Officers, (i.e., Property Maintenance Inspector and Fire Inspector), and Full-time Building Inspectors.

Excluding: dispatchers, clerical employees, animal control employees, crossing guards, inspectors, police, public works employees, sewer employees, fire employees, fire arson investigators, supervisory, managerial and confidential employees and all other employees of the Village of Bradley

ARTICLE 3 STRIKES AND LOCKOUTS

The Union agrees that it will not call, have or participate in any strike or lockout for any reason at any time, so that the health, safety, comfort and general well-being of the citizens of the Village of Bradley shall be protected. The Village shall not Lockout employees covered by this Agreement.

**ARTICLE 4
UNION SECURITY AND DUES DEDUCTION**

4.1 Dues Deductions

The Employer agrees to deduct the Union membership initiation fee, assessments and dues from each paycheck of all members of the bargaining unit who sign and deliver to the Village office an assignment authorizing deduction of Union dues in the amount certified by the Treasurer of Local 751. The assignment shall specify the total amount of annual and monthly dues. The past month's aggregate deductions along with a statement that lists the employees who had dues deducted from their paychecks shall be remitted to the Treasurer of Local 751 at the beginning of the month.

4.2 Indemnification

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any actions taken or not taken by the Village for the purpose of complying with the provisions of this Article.

**ARTICLE 5
EMPLOYEES WORK**

Employees shall perform all work that has been traditionally and historically the work of employees in the Village, and such work shall not be sublet or contracted out. If at any time during this agreement the mechanics position becomes vacant, the Village will have the option of not filling that position and subcontracting the work. The Village shall meet and bargain with the Union on the decision and impact of not filling the position. The Village will notify the Union in writing of the desire to meet and bargain on the issue within fifteen (15) days of the position becoming vacant.

**ARTICLE 6
REPRESENTATION**

The Union will keep the Employer notified of the identity of its duly authorized representative for negotiating purposes. The Employer will keep the Union notified of the identity of its duly authorized representative for negotiation purposes.

The Union may appoint one Union Steward from the bargaining unit whose duty is to see that the terms of the contract are met. The Union Steward shall perform said duties before or after his/her work day and such duties shall not

interrupt the instructional programs and related work activities of any employee of the Village.

6.1 Right of Representation

Before conducting an investigation or interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

This section does not apply to run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques.

ARTICLE 7 GRIEVANCE PROCEDURE

Grievance shall be limited violations of express and specific provisions of this Agreement. A grievance, as that term is used in this Agreement, means a claim by an employee, or the Union, that an express or specific term of this Agreement has been violated, or a question concerning the proper application or interpretation of an express or specific term of this Agreement. Neither the Union nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part hereof. Should a grievance arise it shall be handled in the following manner:

STEP 1: A grievance shall be submitted in writing stating the grounds for the allegation of contract violation and shall be signed by the person or persons making said grievance. Said writing shall be submitted to the Supervisor within seven (7) calendar days of the occurrence of the alleged violation of this Agreement.

STEP 2: If no agreement can be reached within seven (7) days of presentation, the written grievance shall be presented to the Village Administrator, within two (2) days thereafter. The Village Administrator or their designee shall meet with the grievant and the Union representative within seven (7) days to discuss the grievance. The Village Administrator shall issue a written decision on the grievance within seven (7) days of said meeting.

STEP 3: If the grievance is not resolved at Step 2, the written grievance shall be presented to the Village President within seven (7) days of the receipt of the Step 2 response. The Village President shall meet with the grievant and the Union representative within seven (7) days to discuss the grievance. The Village President shall issue a written decision on the grievance within seven (7) days of said meeting.

STEP 4: If the grievance is not resolved at Step 3, the written grievance shall be presented to the Village Board of Trustees within seven (7) days of receipt of the Step 3 response. The grievant and the Union representative may appear before the Board to discuss the grievance. The Board shall issue a written decision on the grievance within seven (7) days following the meeting at which the grievance was presented.

STEP 5: The Union may submit the grievance to arbitration by submitting a written demand for arbitration to the Village President or his designee within 21 days of receipt of the Step 4 response. Arbitration will be performed as follows:

(a) Employer and Union shall alternatively strike one (1) name from the panel supplied by the Illinois Labor Relations Board pursuant to the *Public Labor Relations Act*, 5 ILCS 315/1, *et seq.* The name remaining shall be the Arbitrator.

(b) The Arbitrator shall review the grievance and the information and decision rendered at the various steps of the grievance procedure. The Arbitrator shall confer with the parties to the grievance as necessary and may hold a hearing at his option. 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.

(c) The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date closing of any conference or hearing, if necessary, or if no conference or hearing are required, then from the date the final grievance documents are submitted to him. This deadline may be extended upon agreement of the parties.

(d) The decision of the Arbitrator shall be in writing and shall set forth the finding of fact, reasoning and conclusions of the issues submitted.

(e) The decision of the Arbitrator shall be binding to the parties concerned in the grievance.

(f) The cost of the Arbitrator shall be borne equally by the Union and the Employer. Each party shall bear its own legal costs and expenses incurred in preparation for and participation at the hearing.

(g) If the Arbitrator calls for meetings or hearing and these meetings cannot be held during normal working hours of the grieved member(s), then no additional compensation or payment shall be made by the Employer to the grieved employee(s), witness, or representative of the Union.

(h) 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. The Arbitrator's authority shall be limited to determining whether there has been a misinterpretation or misapplication of an express or specific term of this Agreement.

Any grievance not appealed to the next succeeding step in writing within the timelimit specified will be considered withdrawn and not eligible for further steps in the grievance procedure.

The time within which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a Holiday as defined or fixed in any statute or hereafter enforced in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or Holiday is also a Holiday or a Saturday or a Sunday, then such succeeding day shall also be excluded.

**ARTICLE 8
COMPENSATION**

EMPLOYEES

8.1 WAGES

**Employee Hired Prior to
5/1/16**

<u>Years of Service</u>	5/1/2021	5/1/2022
	2.00%	2.00%
0-10 Years	31.10	31.72
10 Years	32.06	32.70
15 Years	32.23	32.88
20 Years	32.48	33.13
25 Years	32.73	33.39
30 Years	33.00	33.66

**Employee Hired After
5/1/16**

<u>Years of Service</u>	5/1/2021	5/1/2022
	2.00%	2.00%
0-5 Years	25.62	26.13
5 Years	25.62	26.13
10 Years	26.09	26.61
15 Years	26.64	27.17
20 Years	27.20	27.74
25 Years	27.76	28.32
30 Years	28.32	28.89

A one-time hazard pay payment in the amount of \$3,000 shall be paid in the month of September of 2021, assuming ratification of this Agreement has occurred.

8.2 Clothing Allowance

Employees shall receive an annual stipend in the following amounts for the sole purpose of purchasing new work clothes on the 1st day of May of each year indicated:

Beginning in May 2014, each Village employee covered by the terms of this Agreement shall receive the full \$800 clothing allowance and the full \$400 clothing maintenance allowance on the second payroll date in May.

Acceptable uniforms are:

- Polo shirt or Uniform shirt with Village logo or badge
- Sweatshirt with Village logo
- Work boots or work shoes (black or brown)
- Jackets with Village logo or Village department identification
- Baseball hats with Village department identification
- Pants - 12 months

Employees hired after May 1, 2016, may receive uniforms instead of a clothing allowance as follows:

- 5 Polo shirts or Uniform shirts with Village logo or badge
- 1 Sweatshirt with Village logo
- 1 pair of Work boots or work shoes (black or brown) every 6 months
- 1 Jackets with Village logo or Village department identification
- 1 Baseball hats with Village department identification
- 5 pair of Pants - 12 months
- Items that become in disrepair will be turned in and replaced
- The Village or its Uniform Vendor will clean uniforms once per week and provide a clean set of 5 uniforms.

8.3 Tuition Reimbursement

Any employee, with prior Village Board approval, who takes an educational course which relates to skills necessary to perform his work and who receives grade of a "B" or above in said course, shall be eligible for reimbursement from the Village for the cost of tuition. Any employee seeking a tuition reimbursement pursuant to this Article 8.3 shall complete a tuition reimbursement form and submit the form to the Village Administrator. The Village Administrator will submit the tuition reimbursement form to the Village Board for review and approval. Salaries shall be increased as follows:

Salaries shall be increased as follows :

Associates degree: \$0.39

Bachelors degree: \$0.58

Masters degree: \$0.78

8.4 CDL Stipend

The Village Mechanic shall receive an annual stipend paid of \$275 .00 on the 1st dayof May of each year for possessing a valid CDL license.

8.5 Starting Wage

The Village, at its discretion, may place a new employee's starting pay in any longevity year category when it is determined by the Village that the position required to be filled requires a higher wage than the starting salary. When this occurs, that employee will *remain* at the longevity year category in which they were initially hired until their years of service reach the next longevity increase.

Code Enforcement Officers are eligible to receive an additional \$.25 per hour upon successful completion of the 2012 IRC or IFC or IECC Class. All new hires to complete seven (7) tracks by the end of their fourth (4th) year of employment unless class schedules did not allow.

CODE Enforcement Officers shall be allowed to take the classes listed below to improve their skills as CODE Enforcement officers.

These courses shall be paid for by the Village.

Upon successful completion of each track (i.e., Technical I, Technical II, Technical III and Technical IV, Technical V, Technical VI, Technical VII and Certification examination, the employee shall be compensated at an additional \$.25 per hour up to \$1.50 on the employee's current hourly rate.

Technical VI

ICC Certification for

Property Maintenance and Housing Inspector Residential Building Inspector

Commercial Building Inspector

Technical VII

Certification Test is required. Test to be taken during work hours online if available. If unavailable online Village will provide a vehicle for travel or pay mileage and tolls if personal vehicle used, and if travel required

is in excess of 75 miles from the Village Hall, the Village shall provide meals and overnight stay.

IBC IRC IFC IPMCIECC

**ARTICLE 9
VACATION AND TERMINATION PAY**

A. Full-time employees shall be allowed vacation leave according to the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation</u>
Less than one year	0 weeks
At least one year but less than two	1 week
At least two years but less than six	2 weeks
At least six years but less than twelve	3 weeks
At least twelve years but less than eighteen	4 weeks
At least eighteen years but less than twenty-five	5 weeks
At least twenty-five years	6 weeks

B. Vacation days must be taken in minimum increments of four (4) hours upon reasonable notice to the Department Head.

C. From January 1, 2013 through December 31, 2013, vacations will be granted on the employee's anniversary date.

D. Beginning on January 1, 2014, vacation will be awarded on January 1st of each calendar year. All earned but unused vacation days will expire at the end of the calendar year and shall not carry over from one year to the next.

E. Any employee who has been in the service of the Employer continuously for one (1) year or more whose employment is thereafter terminated for any reason shall be paid for earned but unused vacation up to the date employment terminates. This compensation shall be paid at the time the employee receives final pay from the Employer.

**ARTICLE 10
WORK WEEK/OVERTIME**

A. Although this Agreement states essential provisions covering wages, hours, and working conditions applicable to all covered employees and Village (Employer), it does not state each privilege, rule of the shop or working condition which

employees in the Village have enjoyed under the prior Agreement or a working condition actually in effect in such Village. Accordingly, it is agreed that no Village (Employer) shall use this Agreement as a reason for reducing or eliminating a beneficial working rule, rule of the shop privilege, wage rate or salary, without first obtaining consent of the Union.

B. Work Week. Five (5) consecutive days Monday through Friday of eight (8) hours each work day. The Village shall allow a total of 60 minutes for breaks each day. Breaks shall be taken as one 60-minute period or one 30 minute and two 15-minute period. All time taken on break will be tracked on the Village CAD system. Employees shall work forty (40) hours per work week in not more than five (5) consecutive days. Work in excess of forty (40) hours in any one (1) week shall be paid for at one and one half (1-1/2) times the regular hourly rate. The sixth day of work in a work week will be paid for at time and one-half and the seventh consecutive day in any work week shall be paid for at double time. Employees who work less than forty (40) hours in any work week shall be paid at the rate or time and one-half for all work performed in excess of eight (8) hours in any one (1) day. Sick leave time shall be excluded from hours worked for purposes of determining eligibility for overtime during a work week or work day. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday.

Employees assigned to this schedule will work the following:

5 on, 2 off starting the schedule on Monday. Each workday will begin at 7:00 am. The Village of Bradley may request that the start time of the work day could change. Any changes would be submitted to the other party and must be mutually agreed upon by both the Village and the Union.

C. CALL-INS. An employee called back to work shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the hourly rate. An employee required to work on a scheduled day off shall receive a minimum of four (4) hours pay at straight time if the employee has worked less than forty (40) hours in that week. If such employee has worked more than forty (40) hours in that week, such employee shall be paid at the premium rate specified in Section 11.

D. EARLY REPORTING. Should any employee be required to report to work earlier than his normal starting time such earlier time shall be added to the regular day's work and paid at the applicable rate.

E. SENIORITY. Seniority is the length of service in the bargaining unit in the Village. Seniority within a unit shall apply for choice of vacation, layoff, call back vacancies on jobs and shifts. Seniority shall also apply in promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a vacancy occurs.

F. COMPENSATORY TIME. Each employee, at the time said employee becomes entitled to over-time, at the employee's sole option, shall be allowed to accumulate compensatory time as opposed to being paid for overtime, employees shall accumulate nor more than eight (80) hours compensatory time. The use of such compensatory time shall be upon request of the employee and subject to approval by the department supervisor, taking into consideration scheduling of other employees and work demands.

ARTICLE 11 FUNERAL LEAVE

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of five (5) scheduled work days at straight time, provided the employee attends the funeral. The terms "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law; up to and including a maximum of three (3) scheduled work days at straight time, provided the employee attends the funeral for grandparents, grandchildren, brother-in-law, sister-in-law, or any relative residing with the employee or with whom the employee is residing;

An exceptional circumstance may be given to the employee for the increase in days off up to five (5) days for grandparents, grandchildren, brother-in-law, sister-in-law or any relative residing with the employee or with whom the employee is residing.

In the event of the death of a bargaining unit member or retired former bargaining unit member, the employee shall be given one (1) day for attendance at the funeral of such deceased employee or former employee subject to the needs of the department.

ARTICLE 12 JURY DUTY

When an employee is called for service as a juror on a regularly-scheduled work day, he/she will receive regular pay for such days served up to eight (8) hours. Any employee required to serve on a jury shall sign their jury duty checks over to the Village.

**ARTICLE 13
HOLIDAYS AND HOLIDAY PAY**

The following days, or the days on which they are legally observed, shall be observed as holidays:

Employee's Birthday
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve

All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. An employee required to work on any of the above-mentioned holidays shall be paid two (2) times such employee's rate for all hours worked. An employee scheduled to work who fails to report to work shall receive no pay. If an employee is not scheduled to work and is called in to work, the provisions of Section 8(H) shall be applied as follows: four (4) hours of work or less shall receive holiday pay of eight (8) hours, plus two (2) times for hours worked; in excess of four (4) hours, two (2) times for all hours worked with a guarantee of eight (8) hours, but no eight (8) hours holiday pay. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty (40) hours) with the exception of the employee who received eight (8) hours of pay for a holiday which occurs on one (1) of such employee's regular days off. The employee whose shift falls partly within and partly without the holiday (12:01 a.m. to 12:00 p.m.) Shall receive holiday pay if a majority of the hours of such employee's shift fall within the holiday.

**ARTICLE 14
SICK LEAVE and PERSONAL DAYS**

Sick benefits will be paid to employees under this Agreement based on a forty hour work week, after six (6) months of service as follows:

- (a) One day per month annually

(b) In order to be eligible for a sick day, the employee shall contact the Village Designee prior to the shift from which he/she intends to be absent and inform the Village Designee of the reasons for the necessity of a sick day. After three (3) consecutive days off, the Employer may require a doctor's verification of illness;

(c) If an employee leaves the service of the Employer by giving a minimum of two weeks' notice with a good service record they shall be paid for their accumulated sick days, up to one hundred (100) days;

(d) If an employee under this Agreement contracts any illness or incurs any injury arising out of his employment as defined from time to time by the workers' compensation laws of the State of Illinois, then for the time period as determined by the Illinois Industrial Commission, that the employee is temporarily totally disabled from employment, the employee shall be granted a leave of absence and no sick days shall be deducted. Compensation to the employee during such period of absence shall be determined by the Illinois Industrial Commission pursuant to the workers' compensation laws of the State of Illinois. The leave of absence provided for herein shall terminate at the end of one (1) year and if the employee is unable to return to work at that time, then the employee shall have no further rights of employment with the Employer;

(e) If an employee is off after their sick days are depleted, said employee shall then apply for a leave of absence;

(f) If an employee doesn't utilize any sick days during a sixty (60) day period (i.e., a complete two (2) month period), then the employee shall be eligible for one-half (1/2) day off which one-half (1/2) day shall be taken in the succeeding ninety (90) day period;

(g) Sick leave must be taken in increments of not less than two (2) hours.

(h) Employees hired prior to May 1, 2016 shall receive four (4) personal days per calendar year and allowed to use one (1) sick day as a personal day. These days may be used by the employee in any situation where the employee requires time away from work. An employee will submit a request for personal time off to their supervisor. The supervisor will schedule personal days in such a manner as to provide for the continued operations of the department, considering, where feasible, employee preference. The supervisor will not cancel scheduled personal days unless not doing so will cause serious operational hardship to the Village. Personal days may be scheduled in four (4) hour increments. Personal days are considered hours worked for the purpose of calculating overtime. Personal day benefits will be based on the employee's straight-time hourly wage rate. The days will be a use or lose benefit, no rollover from year to year.

ARTICLE 15
HOSPITALIZATION AND LIFE INSURANCE

(a) The Employer shall participate in a basic life and hospitalization/dental insurance program with benefits for all employees and their dependents. The coverage and benefits currently in effect shall remain substantially the same for the term of this Agreement. The cost of said program will be shared by the employees with the employees paying twenty percent (20%) of the total cost during the term of this contract and with the Employer paying the balance of the cost of said program.

(b) Employees hired after May 1, 2021 may elect to enroll in either the PPO or the HMO plans. However, employees hired after May 1, 2021 who choose to enroll in the PPO plan will not receive the annual deductible reimbursement. Employer's participation in a shared cost plan for employees receiving PPO insurance will be capped at the amount of costs, which are equal to, the costs paid by the Employer for employees receiving HMO insurance (e.g. cost paid by Employer for PPO will be equal to value of the cost paid by Employer under the 90/10 split for those employees receiving HMO insurance).

(c) Employees who are at least fifty-five (55) years of age and retire after twenty (20) years of active service in good standing shall be eligible to receive continued insurance benefits as contained in (a) above upon the following terms; When the employee or his spouse, otherwise eligible for benefits shall become eligible for Medicare benefits, then the Village shall provide supplemental medical insurance benefits only.

(d) Employees hired on or after June 1, 2002, who retire meeting the respective requirements set above shall be eligible to continue health insurance coverage as set out in (a) above only upon payment of the entire monthly premium coverage requested (i.e., former employee's share plus the former Employer's share).

(e) The Illinois Municipal Retirement Fund Program shall be applicable to all Employee's share of cost and Employer's share of cost as prescribed by said plan pursuant to state law.

(f) The village shall provide each employee with \$50,000 in term life insurance. Retirees will be provided with a \$10,000.00 in term life insurance if they are at least fifty-five (55) years of age and retire after twenty (20) years of active service in good standing.

(g) The parties agree to establish a committee consisting of an equal number of management and labor representatives to consider the establishment of a Voluntary Employee Benefit Association.

(h) Employees who choose not to take health insurance coverage will be given a bonus of \$500.00 annually, payable at the end of the insurance year. This payment for not taking insurance applies only if: (1) the employee does not take/receive insurance through the Village in any manner (as employee or retiree); (2) the employee certifies that he/she has obtained coverage elsewhere; and (3) if the Village is not obligated to pay any contribution, payment, or penalty to any third party, including the state or federal government.

(i) Upon request of either party during the term of the agreement, the parties shall meet and discuss possible cost control and/or containment measures with respect to the group health plan provided by the Village. Said meeting shall occur within fourteen (14) days of the request.

ARTICLE 16 SENIORITY

16.1 Definition

Seniority is the length of an employee's service starting with the first day on which duties are performed.

Seniority lists shall be developed for full-time and part-time employees. Copies of the seniority list shall be distributed to the Union on or before February 1 of each year.

16.2 Probationary Status

A new hired employee shall be considered to be a probationary employee for the first six (6) months of his/her employment, and within that period may be discharged at any time without notice, compensation or assigning any reason whatsoever.

16.3 Vacancies

A vacancy shall be defined as a position in the Village, which the Employer has elected to maintain which is currently open due to resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary or substitute position resulting from an approved leave of absence.

The Employer will post all newly created jobs within the bargaining unit at least five (5) workdays prior to filling the positions.

Employees, including employees on layoff, shall have five (5) working days in which to make application for any vacancy or new job posted.

Applicants for the position so posted shall be notified in writing within seven (7) working days after the position has been filled as to whether they were or were not the successful candidate.

All notices of new job and vacancy positions shall state the position and minimum requirement. Applicants who fail to state the provided evidence of such minimum requirements with their application shall not be considered for the posted position.

The Employer shall post notices of vacancies in the Village Administration Office, and employees' work area. Vacancy notices shall not be posted due to the outflow of the initial vacancy.

16.4 Recall Period

If an employee is removed or dismissed as a result of a decision of the Village to decrease the number of employees employed by the Village or to discontinue some particular type of employee's service, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt at least 30 days before the employee is removed or dismissed, together with a statement of honorable dismissal.

ARTICLE 17 DISCIPLINE

17.1 Disciplinary Procedures

For remediable offenses or remediable violations of work rules, disciplinary action will be progressive and except for gross misconduct, in accordance to the following schedule:

- 1) Counseling Session (Documented)
- 2) Verbal Warning
- 3) Written Warning
- 4) One (1) to Ten (10) Day Suspension Without Pay
- 5) Discharge

The above steps in the progressive disciplinary procedure may not be strictly followed depending on the severity of the employee's conduct. Any and all matters that may not follow the progressive disciplinary procedure will be discussed with the Union prior to implementation. An employee may be suspended with pay pending investigation of any matter.

17.2 Just Cause Termination

Upon completion of the probationary period, an employee shall be placed on permanent status and may be terminated for just cause upon action of Employer.

ARTICLE 18 MANAGEMENT RIGHTS

The parties recognize and acknowledge the responsibilities of the Village to operate and direct the affairs of the Village and its employees in each and various respects. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of the 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 Department or by the 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 relieve employees from duty due to lack of work or for other legitimate reasons, to determine hours, schedules and assignments of work including extra time, to establish and enforce reasonable rules and regulations, and to change methods, equipment of facilities as 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. Such rights shall not be exercised in an arbitrary or capricious manner.

ARTICLE 19 EFFECT OF THE AGREEMENT

19.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

19.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be

deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.


19.3 Duration

This Agreement shall become effective May 1, 2021 and shall expire on April 30, 2023.

This Agreement signed this _____ day of _____, 2021

FOR THE VILLAGE OF BRADLEY

FOR L.I.U.N.A. LOCAL UNION 751,
AFL-CIO



10/10/2016

Changes to language contract.

Below are the changes that we propose:

8.3 Pants (Strike not denim/jeans)

Article 14

Strike -Personal days are not considered hours worked for the purpose of calculating overtime.

Technical VI

CEU's that are required.

Village will allow training to maintain certifications and reimburse for certification test & travel expenses.

Under Technical VII

Include classes taken at B & F Academy, these include a quiz, networking, group exercises and upon completion a Certification including CEU's, Contact Hours, IU's. The school is an IACET provider. Classes shall be allowed to be taken for current 2012 Codes and/or current codes which the Village has/will adopt

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between the Village of Bradley ("Village") and The Code Enforcement Unit of Laborers Local 751 ("Union") on this 12th_ day of December, 2016.

WHEREAS, the Village and the Union are signatories to a Collective Bargaining Agreement;
and

WHEREAS, the Village and Union wish to address the award and use of Personal Days during the 2016-2017 calendar year(s) for current employees of the Village who were hired before May 1, 2016 and are members of the Code Enforcement Unit of Laborers Local 751;

NOW therefore, it is agreed between the parties as follows:

1. The Village and the Union agree to adopt this Memorandum of Understanding.
2. It is agreed and understood that current employees of the Village that were hired before May 1, 2016 will be provided four (4) additional Personal Days prior to January 1, 2017, which will be awarded retroactively to May 1, 2016. However, these days will not accrue.
3. Said employees (members) shall be permitted to roll the aforesaid Personal Days over and use them up to and including April 1, 2017.
4. All future awarded Personal Days shall expire and be forfeited on 12/31 of the year in which they were awarded.
5. This MOU is not intended to, nor will, result in the ability to roll over Personal Days from the 2017 calendar year into the 2018 calendar year, nor allow the rolling over of Personal Days in any subsequent years.
6. This Memorandum represents the complete understanding between the parties and cannot be amended except in writing between the parties.
7. The recitals of this Memorandum are hereby adopted as if fully set forth herein.
8. All other articles of the current Collective Bargaining Agreement not herein addressed shall remain in effect and are not to be construed as being amended by this Memorandum.
9. This Memorandum is not to be used as precedent or practice for any purpose, nor shall it operate to the prejudice of the Village and the Union or be interpreted as past practice.

This MOU is effective immediately upon execution by an authorized representative of the Union and upon execution after approval and passage by the Village Board of Trustees.

Village of Bradley

**The Code Enforcement
Unit of Laborers Local 751**

By: Michael Watson
Mayor

By: Anthony Penn
Anthony Penn, GPLDC Business Manager

Dated: Oct 06 2021

By: Troy Dart
Troy Dart, Business Manager