

**WORK AGREEMENT**

**BETWEEN**

**THE VILLAGE OF BRADLEY, ILLINOIS**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 399 (AFL-CIO)**

**MAY 1, 2020 TO APRIL 30, 2024**

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THIS AGREEMENT is entered into by and between Bradley, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "Employer" and "Village") and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (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.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

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: employees in the classifications of street maintenance, janitorial, building maintenance, utilities maintenance and parks.

Excluding: dispatchers, clerical employees, crossing guards, police, fire supervisory, managerial and confidential employees and all other employees of the Village of Bradley.

## **SECTION 1 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 and it is mutually agreed by both parties that all disputes under this Agreement will be settled under Section 5 of this Agreement.

## **SECTION 2 UNION SECURITY AND RIGHTS**

**Dues Check Off.** While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check off authorization form. The form shall be provided by the Union and approved by the Village. The Village will honor all executed check off authorization forms received not later than fifteen (15) working days (i.e. days the Village's administrative offices are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

The Village shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than the tenth (10<sup>th</sup>) day of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

The check-off authorization shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Village of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII of this Agreement (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount or rule or formula, which will determine the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) day's notice of any such change in the amount of uniform dues to be deducted.

**Union Indemnification.** The Union shall indemnify, defend, and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs, including but not limited to court costs and attorney's fees, that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If any improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

### **SECTION 3 SUBCONTRACTING**

The Union agrees that its members who are employed by the Village shall obey all orders of those in authority, and they shall perform all work that has been traditionally and historically the work of employees in the Village, and, except in emergencies, such work shall not be sublet or contracted out, without negotiating with the Union.

#### **SECTION 4 AGENTS**

The Union will keep the Employer notified of the identity of its duly authorized representative for negotiation purposes. The Employer will keep the Union notified of the identity of its duly authorized representative for negotiation purposes. While the Village prefers that Union meetings occur off-site, subject to prior notice to and approval from the Village, the Agents will be allowed to meet with the bargaining unit for the limited purpose of discussing collective bargaining issues during non-working hours at the assigned work sites. Such meetings shall not be considered work or activity in furtherance of the Employer's interests and, as a result, employees attending or participating in such meetings shall not be eligible for workers' compensation benefits for any accidents or injuries that may occur while attending or participating in such meetings. The Union agrees to indemnify and hold harmless the Village from and against any and all claims for accidents or injuries which may occur at such meetings.

#### **SECTION 5 GRIEVANCE PROCEDURE**

Grievance shall be limited to alleged 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 Department Head within five (5) business days of the occurrence of the alleged violation of this Agreement.

**STEP 2:** If no agreement can be reached within three (3) days of presentation, the written grievance shall be presented to the Village Administrator within five (5) business days thereafter. If no agreement is reached at Step 2, the Village Administrator shall issue a written response to the grievance within 10 business days of receipt. The failure of the Village Administrator to so respond shall be considered as a denial of the grievance, and it may then be appealed to Step 3 herein.

**STEP 3:** If no Agreement is reached at Step 2, the grievance may be appealed to Step 3 by submitting the appeal in writing to the Village President within five (5) business days following receipt of the Step 2 response. The Village President shall arrange to meet with the grievant and/or union representative to hear the grievant's position. If not resolved at Step 3, the Village President shall issue a written response to the grievance within 10 business days of the aforesaid meeting. The failure of the Village President to so respond shall be considered a denial of the grievance, and it may then be appealed to Step 4 herein.

STEP 4: If no agreement is reached at Step 3, the grievance may be appealed to the Village Board by submitting the appeal in writing to the Board (by delivery of the appeal to the Village President) within five (5) business days of the Step 3 response. The Village Board shall issue a response to the grievance within 21 days of its presentation to the Board.

STEP 5: Referral for arbitration shall only be effective if submitted in writing to the Village President within 10 business days of the issuance of the Step 4 response. If the Village Board does not issue a response, the referral for arbitration must be submitted within 30 days of when the Board's Step 4 response would have been due. Failure to file for arbitration within this timeframe shall constitute a waiver of the right to arbitrate said grievance. Arbitration will be performed as follows:

(a) Employer and Union shall each strike two (2) names from the list of five (5) from the panel of arbitrators obtained from the Federal Mediation and Conciliation Service (FMCS).

(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.

(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.

(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 either 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.

Any grievance not appealed to the next succeeding step in writing within the time limit 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 day the last day is a Saturday, or Holiday as set forth in Section 12 of this Agreement, and then such day shall also be excluded.

**SECTION 6 COMPENSATION**

**A. WAGES:**

Employees in the following categories of employment will make the following hourly wage:

***EMPLOYEES Hired before April 30, 2016***

**PREVAILING DEPARTMENTAL WAGES<sup>1</sup> (Street and Parks Maintenance, Utility Maintenance):**

|              | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|--------------|----------|----------|----------|----------|----------|
|              |          | 2.25%    | 2.00%    | 2.00%    | 2.00%    |
| 0 – 6 months | 27.29    | 27.90    | 28.46    | 29.03    | 29.61    |
| 7-12 months  | 28.29    | 28.93    | 29.51    | 30.10    | 30.70    |
| 13-18 months | 28.79    | 29.44    | 30.03    | 30.63    | 31.24    |
| 19-24 months | 29.29    | 29.95    | 30.55    | 31.16    | 31.78    |
| 2 Years DOH  | 29.79    | 30.46    | 31.07    | 31.69    | 32.32    |
| 5 Years DOH  | 31.26    | 31.96    | 32.60    | 33.25    | 33.92    |
| 10 Years DOH | 31.63    | 32.34    | 32.99    | 33.65    | 34.32    |
| 15 Years DOH | 31.78    | 32.50    | 33.14    | 33.81    | 34.48    |
| 20 Years DOH | 32.05    | 32.77    | 33.43    | 34.10    | 34.78    |
| 25 Years DOH | 32.30    | 33.03    | 33.69    | 34.36    | 35.05    |
| 30 Years DOH | 32.58    | 33.31    | 33.98    | 34.66    | 35.35    |

**PREVAILING DEPARTMENTAL WAGES (Janitorial and Building Maintenance)**

<sup>1</sup> Employees are broken down into categories of employees hired prior to April 30, 2016 and employees hired after April 30, 2016.

**Janitor**

| Years of Experience | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|---------------------|----------|----------|----------|----------|----------|
|                     |          | 2.25%    | 2.00%    | 2.00%    | 2.00%    |
| 1-4 years           | 15.44    | 15.79    | 16.10    | 16.43    | 16.75    |
| 5 years             | 16.18    | 16.54    | 16.87    | 17.21    | 17.56    |
| 10 years            | 16.37    | 16.74    | 17.07    | 17.41    | 17.76    |
| 15 years            | 17.14    | 17.53    | 17.88    | 18.23    | 18.60    |
| 20 years            | 17.39    | 17.78    | 18.14    | 18.50    | 18.87    |
| 25 years            | 17.82    | 18.22    | 18.59    | 18.96    | 19.34    |
| 30 years            | 18.18    | 18.59    | 18.96    | 19.34    | 19.73    |

**Building Maintenance<sup>2</sup>:**

| Years of Experience | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|---------------------|----------|----------|----------|----------|----------|
|                     |          | 2.25%    | 2.00%    | 2.00%    | 2.00%    |
| 1-4 years           | 16.05    | 16.41    | 16.74    | 17.07    | 17.42    |
| 5 years             | 18.18    | 18.59    | 18.96    | 19.34    | 19.73    |
| 10 years            | 20.32    | 20.78    | 21.19    | 21.62    | 22.05    |
| 15 years            | 22.46    | 22.97    | 23.42    | 23.89    | 24.37    |
| 20 years            | 24.6     | 25.15    | 25.66    | 26.17    | 26.69    |
| 25 years            | 26.74    | 27.34    | 27.89    | 28.45    | 29.02    |
| 30 years            | 28.87    | 29.52    | 30.11    | 30.71    | 31.33    |

<sup>2</sup> Building Maintenance shall be paid prevailing departmental wages when performing work outside the duties of building maintenance and within the regular duties of the Public Works Department when such work is at the request of the Director.



**EMPLOYEES (Employees hired after May 1, 2016)**

**PREVAILING DEPARTMENTAL WAGES (Street and Parks Maintenance, Utility Maintenance):**

| Years of Experience | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|---------------------|----------|----------|----------|----------|----------|
|                     |          | 2.25%    | 2.00%    | 2.00%    | 2.00%    |
| 0-1 year            | 16.84    | 17.22    | 17.56    | 17.91    | 18.27    |
| 1-2 years           | 17.37    | 17.76    | 18.12    | 18.48    | 18.85    |
| 2-3 years           | 17.91    | 18.31    | 18.68    | 19.05    | 19.43    |
| 4-5 years           | 18.44    | 18.85    | 19.23    | 19.62    | 20.01    |
| 6-10 years          | 18.98    | 19.41    | 19.80    | 20.19    | 20.59    |
| 11-15 years         | 21.11    | 21.58    | 22.02    | 22.46    | 22.91    |
| 16-20 years         | 23.25    | 23.77    | 24.25    | 24.73    | 25.23    |
| 21-25 years         | 25.39    | 25.96    | 26.48    | 27.01    | 27.55    |
| 26+ years           | 27.53    | 28.15    | 28.71    | 29.29    | 29.87    |

**PREVAILING DEPARTMENTAL WAGES (Janitorial and Building Maintenance)**

**Janitor**

| Years of Experience | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|---------------------|----------|----------|----------|----------|----------|
|                     |          | 2.25%    | 2.00%    | 2.00%    | 2.00%    |
| 1-4 years           | 15.44    | 15.79    | 16.10    | 16.43    | 16.75    |
| 5 years             | 16.18    | 16.54    | 16.87    | 17.21    | 17.56    |
| 10 years            | 16.37    | 16.74    | 17.07    | 17.41    | 17.76    |
| 15 years            | 17.14    | 17.53    | 17.88    | 18.23    | 18.60    |
| 20 years            | 17.39    | 17.78    | 18.14    | 18.50    | 18.87    |
| 25 years            | 17.82    | 18.22    | 18.59    | 18.96    | 19.34    |
| 30 years            | 18.18    | 18.59    | 18.96    | 19.34    | 19.73    |

**Building Maintenance**

| Years of Experience | 5/1/2019 | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|---------------------|----------|----------|----------|----------|----------|
| 1-4 years           | 15.99    | 16.35    | 16.68    | 17.01    | 17.35    |
| 5 years             | 16.72    | 17.10    | 17.44    | 17.79    | 18.14    |
| 10 years            | 16.91    | 17.29    | 17.64    | 17.99    | 18.35    |
| 15 years            | 17.68    | 18.08    | 18.44    | 18.81    | 19.18    |
| 20 years            | 17.94    | 18.34    | 18.71    | 19.08    | 19.47    |
| 25 years            | 18.36    | 18.77    | 19.15    | 19.53    | 19.92    |
| 30 years            | 18.73    | 19.15    | 19.53    | 19.93    | 20.32    |

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

For the duration of this Agreement, there shall be established a Lead Worker position in the Public Works Department. The Department Head, subject to final approval by the Mayor or his designee, shall determine who will fill the position of Lead Worker. Such determination shall be based on overall qualifications, and not solely seniority. The Lead Worker shall receive an additional \$1.25 per hour over his/her departmental wage established above.

**B. STIPENDS**

Employees hired prior to April 30, 2016 who possess a valid CDL from the State of Illinois shall receive an annual stipend of \$400 FY '20, \$400 in FY '21, \$400 in FY '22 and \$400 in FY '23. In the first year of this Agreement, the stipend will be paid after both parties' ratification of the Agreement. In years two, three and four, the stipend will be paid ~~on~~ in the first pay period of May of each year. Employees hired after May 1, 2016 are required to have a Class B CDL with an airbrake endorsement within 6 months of their date of hire as a condition of employment and will not be entitled to this stipend for said licensure.

Employees who possess a valid General Standards license shall receive an annual stipend of \$200 (maximum of five [5] people). For each additional license, up to a maximum of three (3), of a type approved by the Village (e.g., right-of-way, mosquito, aquatic, etc.), said employee shall be paid an annual stipend of \$50 for each such additional license.

Employees who possess a valid Tanker License shall receive an annual stipend of \$350 (maximum of four [4] people).

New Employees hired after May 1, 2016 may obtain up to four (4) certifications from the list of certifications attached hereto as Addendum "A" to be eligible for a stipend. The (new) employee will be eligible to receive a stipend of an additional 50 cents per hour for their first certification, 50 cents an hour for their second certification and 75 cents per hour for their third and fourth certifications (maximum of \$2.50 for four (4) certifications). The certifications, which the employee seeks to obtain, must first be approved by the Director, said approval being at the Director's discretion. Approval will not be unreasonably withheld. In the event an (new) employee hired has one or more of the certifications listed on Addendum "A" at the time of hire, said employee will be eligible for the stipends set forth within this paragraph. The additional stipend does not apply to employees hired before April 30, 2016 nor does the stipend apply to Building Maintenance or janitorial. The Village encourages all employees in the bargaining unit to obtain training and certifications.

#### C. CLOTHING/CLOTHING ALLOWANCES:

Each Village employee shall receive an annual clothing allowance in the amount of \$800.00 for the sole purpose of purchasing new work clothes. Said payment shall be paid on the second payroll in May of each fiscal year. Work clothes shall be as defined by the department supervisor of the employee.

Each employee covered by the terms of this Agreement shall be entitled to receive, \$400.00 annually in clothing maintenance allowance which shall be paid on the second payroll in May of each fiscal year.

Acceptable uniforms include:

- Safety Vests with Village logo
- T-shirts or golf shirts with Village logo
- Sweat shirts with Village logo
- Work boots or work shoes (black or brown)
- Jackets with Village logo (Carhardt is okay)
- Baseball hats (no offensive language/logos)
- Pants (no shorts)

The professionally embroidered Village name and Department name shall constitute the Village logo for uniform purposes. Alternatives to embroidery, such as silk-screening or vinyl, may be allowed on certain items of clothing if approved in advance by the Village Administrator. All permitted clothing must be clean and intact (e.g. no ripped clothing).

The Village will continue its practice of supplying safety "clothing" (i.e., glasses, gloves, vests). The Village will not supply (nor cover expenses) for prescription safety glass. However, the Village will provide safety glasses that accommodate (fit over) prescription glasses. The Village will also provide sewer wet gear and rubber boots for the sewer department.

**D. 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 Village for cost of tuition. Any employee seeking a tuition reimbursement pursuant to this Section 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 approval. Salaries shall be increased as follows:

Associates' degree: \$0.39  
Bachelors' degree: \$0.58  
Masters' degree: \$0.78

**SECTION 7 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. Vacation will be awarded on January 1<sup>st</sup> 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.

D. 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.

E. A week's vacation pay shall be forty (40) hours pay at the employee's regular straight time hourly rate. Scheduled days off shall not be considered as part of the normal forty (40) hour work week for the taking of and payment of vacation.

F. Vacation posting will be separated between Utility maintenance and Street, Park, Janitorial and Building maintenance.

G. Staffing in the Sewer Department dictates that only one employee can be on vacation at a time unless otherwise approved by the Department Supervisor in his discretion.

H. Vacations should be picked as of January 30<sup>th</sup> by seniority. After January 30<sup>th</sup>, the vacations will be picked on a first come first serve basis and a full week vacation will take precedence over one (1) day or less at a time.

#### **SECTION 8 OVER-SCALE RATE**

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 particular 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. The Union shall be responsible for preparing and maintaining a written summary of the privileges, rules of shop and/or working conditions referred to above. Such list shall be provided to the Village if requested.

B. **CALL BACKS/EARLY CALLS.** An employee who is called back to work, or is called to work early, on a day on which the employee has already worked or is scheduled to work, shall receive a minimum of two (2) hours pay at one and one-half (1/1/2) times the hourly rate.

C. **CALL-INS.** An employee who is called-in 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, and four (4) hours pay at time and one-half (1 ½) if the employee has worked more than 40 hours in that week. If an employee is required to work on a Sunday and was not scheduled to work that day, he/she shall receive a minimum of four (4) hours pay at double time. If an employee is required to work on a day they were scheduled to be off work, that employee shall not be entitled to receive additional pay beyond that stated above unless and until their work on that day exceeds the four (4) hour minimum already paid. For example, if an employee is required to work on a Saturday or Sunday and works for one hour, he/she shall receive the four (4) hour minimum pay. If they have to return to work that same day for an additional hour, and they are still within four (4) hours of the first call, they shall not receive any additional pay since the four (4) hour minimum is still sufficient to cover their work assignment.

D. **CALL-IN PROCEDURE.** A written list of employees based on seniority will be prepared and maintained by the Director. The following steps will be taken for a call-in.

- i. Call the employee's cell phone first. If there is no answer, call employees alternative number. If the employee cannot be reached at either of these numbers, the director will proceed to the next person on the list, unless a special skill is required as set-forth in Section (iii) below. It is the obligation of the employee to provide call-in numbers.

- ii. If the employee stays over 2 hours, that will be considered a call-in and that employee will then move to the bottom of the overtime list. If the employee stays up to 2 hours, that will be considered a stay over and will not change that employee's position on the call rotation list.
- iii. Where a special skill level is required for the work that is the subject of the call-in, the employee called shall be at the discretion of the Director.
- iv. A minimum of 2 employees will be called on sewer call-outs.
- v. An employee skipped in the regular rotation shall maintain their place in the rotation.
- vi. The determination of whether it is necessary to call-in an employee for a utility locate request (JULIE) will be at the discretion of the Director.

E. 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 over-time. Employees hired prior to April 30, 2016 shall accumulate no more than eighty-eight (88) hours compensatory time. Employees hired after May 1, 2016 shall accumulate no more than eighty (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.

#### **SECTION 9 SENIORITY AND PROBATIONARY STATUS**

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.

A newly 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.

#### **SECTION 10 WORK WEEK**

Five (5) consecutive days of eight (8) hours each day with a one-half (1/2) hour unpaid lunch break shall constitute a week's work. Employees shall use the CAD system to report to the Village throughout the work day. 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) work week shall be paid for at one and one-half (1-1/2) times the regular hourly rate. Employees who work less than forty (40) hours in any work week shall be paid at the rate of time and one half for all work performed in excess of eight (8) hours in any one (1) day. For purposes of determining overtime eligibility under this Section, sick leave time shall not

count as hours worked. The work week shall begin at 12:01 A.M. on Monday and end at 12:00 midnight the following Sunday. All shifts shall begin at 7:00 A.M. and end at 3:30 P.M., Monday through Friday. Sewer Department staffing shall be two employees on all overtime.

#### **SECTION 11 VACANCIES**

If a posted position is awarded and applicant cannot fill that position for any reason and/or the position is not filled within ninety (90) days of the original posting/awarding of the position, that position will be re-posted for all considerations.

#### **SECTION 12 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 term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law and 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 brother-in-law, sister-in-law, grandparents, grandchildren, 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.

#### **SECTION 13 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.

#### **SECTION 14 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 Jr. Birthday
- Good Friday
- Memorial Day
- Fourth of July

Labor Day  
Veterans Day  
Thanksgiving Day  
Day Following  
Christmas Eve  
Christmas Day  
New Year's Eve

All employees shall be paid eight (8) hours at their regular rate of pay for each holiday identified above, regardless of whether they work the holiday. If an employee works the holiday, and their regularly scheduled shift the day before and the day after the holiday, the employee shall receive an additional eight (8) hours pay to equate to double time. An employee scheduled to work the holiday who does not report to work on the holiday shall not receive any pay. If an employee is not scheduled to work a holiday, but is called into work and does work that holiday, as well as their regularly scheduled shift the day before and the day after the holiday, said employee shall receive 2 ½ times their regular rate of pay for all such hours actually worked, with a minimum guarantee of four (4) hours at such pay rate. To be eligible for double pay on a holiday, the employee must work their regularly scheduled shift the day before and after the holiday excluding approved vacation time, compensatory time or other approved leave of absence except for sick time.

#### **SECTION 15 SICK LEAVE**

Sick benefits will be paid to employees under this Agreement based on a forty (40) 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 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 subject to providing 48 hours advance notice to the Department Head prior to the use of such time off.

(g) An Employee will be awarded 3 personal days each year. In addition, an employee may take up to two personal days per year from the employee's annual sick leave allotment. There shall be no carry over of personal days from one year to the next. There shall be no loss of sick leave days in the event no personal days are used.

## **SECTION 16 BENEFITS**

A. **HOSPITALIZATION.** To the extent that it is cost-effective and in the sole discretion of the Employer, the Employer shall participate in a basic life and hospitalization/dental insurance program with benefits for all employees and their dependents. The cost of said program will be shared by the employees and the Village at the rate of twenty percent (20%) of the total cost to employee during the term of this contract. Full-time employees will be offered a HMO insurance under a 90/10 shared cost plan wherein ten percent (10%) of the total cost will be shared by said employees during the term of this contract. 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.

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).

B. **LIFE INSURANCE.** The Village shall provide each employee with \$50,000 in term life insurance.

### **C. RETIREMENT**

(a) 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 Section 16.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.

(b) 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).

(c) The existing I.M.R.F. Retirement Policy shall remain intact at the present levels of contribution by the Employer, as set by IMRF.

(d) 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.

D. **DEPENDENT INSURANCE AFTER DEATH.** Should an employee covered by this contract die in the line of duty, his/her spouse and/or dependents (under the age of 21) shall continue to receive hospitalization/dental insurance benefits provided to all employees until the spouse remarries or the dependent children reach the age that they are no longer eligible for insurance coverage under the terms of the insurance provider.

E. **FUNERAL AND BURIAL EXPENSES**

The Employer shall pay funeral and burial expenses of any employee killed in the line of duty to a maximum of Five Thousand Dollars (\$5,000.00).

F. **POST-EMPLOYMENT HEALTH PLAN.** The Village will cooperate and assist with the implementation of a Post Employment Health Plan as agreed to in a separate agreement contained within Addendum B.

**SECTION 17 ADMINISTRATION**

Except as expressly abridged by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of the Village.

**SECTION 18 FORMS OF DISCIPLINE**

There are various forms of discipline: verbal warning, written warning, suspension without pay, and discharge. The administration of discipline by the Department Head or the Village Administrator against an employee may embrace all of these disciplinary forms in a progressive manner or may include only one of them, depending upon the gravity of the offense.

A. **Verbal Warning** - A verbal warning is a form of discipline which is generally appropriate to warn an employee of a minor instance of misconduct. A verbal warning shall include a written note to the employee's personnel file signed by the employee acknowledging that such verbal warning was given.

B. **Written Warning** - Some instances of employee misconduct may not be so serious as to warrant suspension without pay or discharge and may be corrected by a formal written warning. Employees shall have an opportunity to sign formal written warnings acknowledging that such warning has been given, and to comment, in writing, on such warning.

C. **Suspension Without Pay** - Suspension is an imposed absence from work without pay. The Mayor, Village Administrator, or the Mayor's designee, in his or her discretion, may use this form of discipline to correct a disciplinary problem and/or to investigate the circumstances of misconduct which may not be so serious as to warrant discharge. However, a suspension for purposes of investigation shall be no longer than ten (10) days.

D. **Discharge** - Discharge means termination of the employment of an employee. Discharge may be based upon a single violation or a series of violations.

#### **SECTION 19 DURATION OF AGREEMENT**

(a) This Agreement shall be in full force and effect and binding between the respective parties from May 1, 2020, until midnight on April 30, 2024, however, if a new contract is not signed and effective on or before the termination of this Agreement, then the parties hereto agree that each will be bound by the terms of this Agreement and will comply with the terms of this Agreements if it continued on in effect until a new contract is effective.

(b) For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

#### **SECTION 20 SAVINGS CLAUSE**

If there is any clause in this Agreement, now or in the future which may become inconsistent with the statutes of the State of Illinois or the U.S. Government, said clause will be rendered void but all other clauses in this Agreement will remain in full force and effect.

#### **SECTION 21 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.

**SECTION 22 LABOR MANAGEMENT MEETINGS**

The parties agree to establish a Labor Management Committee which may meet on a quarterly basis or as scheduled by a ten (10) working day notice from either party. The parties shall exchange suggested agenda items in advance of the scheduled meetings.

THIS AGREEMENT constitutes the entire agreement between the parties and concludes the collective bargaining on any subject whether included in this Agreement or not for the terms hereof

**INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #399**

*Patrick J. Kelly*  
BY: \_\_\_\_\_  
PATRICK J. KELLY  
PRESIDENT AND BUSINESS MANAGER

Date: 8-26-2021

ATTEST: *Vincent J. Winters*  
VINCENT T. WINTERS  
RECORDING CORRESPONDING SECRETARY

**VILLAGE OF BRADLEY, ILLINOIS BY**

*Michael Watson*  
BY: \_\_\_\_\_  
PRESIDENT, VILLAGE OF BRADLEY

Date: August 19 2021

ATTEST: *Shannon M. Hel...*  
VILLAGE CLERK  
*Deputy*