

VILLAGE OF BRADLEY

RESOLUTION NO. R-6-21-1

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
THE INTERNATIONAL UNION OF OPERATING ENGINEERS (AFL-CIO)**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 14th DAY OF June, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 14th day of June, 2021.

RESOLUTION NO. R-6-21-1

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (AFL-CIO)

WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village of Bradley has authority to enter into contracts that serve the Village's legitimate corporate purposes; and

WHEREAS, the Corporate Authorities of the Village previously exercised the Village's authority to contract and entered into a Labor Agreement (the "CBA") with the International Union of Operating Engineers Local 399 (AFL-CIO) (the "Union"); and

WHEREAS, the current Collective Bargaining Agreement between the Village and the Union was from May 1, 2016 through April 30, 2020; and

WHEREAS, the Union has tendered a proposed Collective Bargaining Agreement to the Village for May 1, 2020 to April 30, 2024; and

WHEREAS, the Village has examined said agreement and deems it fair and reasonable.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

SECTION 2. Collective Bargaining Agreement Approved. The Collective Bargaining Agreement with the International Union of Operating Engineers Local 399 (AFL-CIO), dated May 1, 2020 through April 30, 2024 as presented with this Resolution (Exh. A) is approved.

SECTION 3. Severability and Repeal of Inconsistent Resolutions. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall take effect from and after its adoption and approval.

PASSED by the Board of Trustees on a roll call vote on the 14th day of June, 2021.

TRUSTEES:

RYAN LEBRAN	Aye - X	Nay - ___	Absent - ___
BRIAN BILLINGSLEY	Aye - X	Nay - ___	Absent - ___
DARREN WESTPHAL	Aye - X	Nay - ___	Absent - ___
BRIAN TIERI	Aye - X	Nay - ___	Absent - ___
GRANT D. VANDENHOUT	Aye - X	Nay - ___	Absent - ___
GENE JORDAN	Aye - X	Nay - ___	Absent - ___

VILLAGE PRESIDENT:

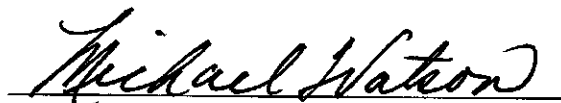
MICHAEL WATSON Aye - ___ Nay - ___ Absent - ___

TOTALS: Aye - 6 Nay - ~~0~~ Absent - ~~0~~

ATTEST:


JULIE TAMBLING,
VILLAGE CLERK

APPROVED this 14th day of June, 2021.


MICHAEL WATSON,
ACTING VILLAGE PRESIDENT

ATTEST:


JULIE TAMBLING,
VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-6-21-1, "A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE BRADLEY FIRE FIGHTERS ASSOCIATION LOCAL 4288 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC" which was adopted by the Village President and Board of Trustees at a meeting held on the 14th day of June, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee, and State of Illinois, on this 14th day of June, 2021.

Julie Tambling

JULIE TAMBLING,
VILLAGE CLERK

(SEAL)





Agenda Cover Memorandum

Meeting Date: 14 June 2021

Fiscal Year: 2021/22

Agenda Item: Approval of IOUE 399 Contract Renewal

Internal Review
Initials
Date

Item Type: Ordinance Resolution Other

Action Requested: Approval First Reading For Discussion Informational

Staff Contact: **Name:** Terry Memenga
Phone: 815-693-9516
Email: TJMemenga@BradleyIL.org

Brief Summary:

The Village has been in union negotiations for over 1 year with representatives of local 399. Their last contract expired 30 April 2020. Several changes were made to their existing contract.

Summary:

1. Annual increases of 2.25% (backdated to 1 May 2020), 2% increase 1 May 2021, 2% increase 1 May 2022, and 2% increase 1 May 2023
2. New contract 4 year deal (set to expire 30 April 2024)
3. Remove "favored nations" clause and mandate all future hires (after 1 May 2021) would be offered the HMO health plan at a 90/10 shared cost. The employee may elect the PPO coverage, but employer cost would be capped at the level offered in the HMO plan; as well as not be eligible to receive the health reimbursement.

Recommendation:

Approval

Supporting Documents:

IOUE 399 agreement

Financial (if applicable)

Is this a budgeted item? Yes No Requires Budget Amendment

Line Item: _____ Title: _____

Amount Budgeted: _____

**WORK AGREEMENT
BETWEEN
THE VILLAGE OF BRADLEY, ILLINOIS**

and

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

~~**MAY 1, 2016 TO APRIL 30, 2020**~~
MAY 1, 2020 TO APRIL 30, 2023-2024

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SIGNATURES

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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 Checkoff. While this Agreement is in effect, the Village will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues for each employee in the bargaining unit for whom there is on file with the Village a voluntary, effective dues checkoff authorization. The amounts so deducted shall be forwarded monthly by the Village within twenty (20) calendar days of the deduction, to the Union at the address designated by the Union, together with a list of names (and amounts) for whom deductions have been made. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues.~~

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 (10th) 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

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.

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 WAGES¹ (Street and Parks Maintenance, Utility Maintenance):

	5-1-16 2.25%	5-1-17 2.25%	5-1-18 2.25%	5-1-19 2.25%
0-6 months	25.87	26.49	27.14	27.29
7-12 months	26.37	26.99	27.64	28.29
13-18 months	26.87	27.49	28.14	28.79
19-24 months	27.37	27.99	28.64	29.29
2 Years DOH	27.87	28.49	29.14	29.79
5 Years DOH	29.24	29.90	30.58	31.26
10 Years DOH	29.59	30.25	30.93	31.63
15 Years DOH	29.72	30.39	31.08	31.78
20 Years DOH	29.98	30.66	31.35	32.05
25 Years DOH	30.21	30.89	31.59	32.30
30 Years DOH	30.47	31.16	31.86	32.58

	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>
		2.25%	2.00%	2.00%	2.00%
0-6 months	<u>27.29</u>	<u>27.90</u>	<u>28.46</u>	<u>29.03</u>	<u>29.61</u>
7-12 months	<u>28.29</u>	<u>28.93</u>	<u>29.51</u>	<u>30.10</u>	<u>30.70</u>
13-18 months	<u>28.79</u>	<u>29.44</u>	<u>30.03</u>	<u>30.63</u>	<u>31.24</u>
19-24 months	<u>29.29</u>	<u>29.95</u>	<u>30.55</u>	<u>31.16</u>	<u>31.78</u>
2 Years DOH	<u>29.79</u>	<u>30.46</u>	<u>31.07</u>	<u>31.69</u>	<u>32.32</u>
5 Years DOH	<u>31.26</u>	<u>31.96</u>	<u>32.60</u>	<u>33.25</u>	<u>33.92</u>

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

Building Maintenance²:

Years of Experience	<u>5/1/2016</u>	<u>2.25%</u> <u>5/1/2017</u>	<u>2.25%</u> <u>5/1/2018</u>	<u>2.25%</u> <u>5/1/2019</u>
1-4 years	15.01	15.35	15.69	16.05
5 years	17.01	17.39	17.78	18.18
10 years	19.01	19.44	19.88	20.32
15 years	21.01	21.48	21.97	22.46
20 years	23.01	23.53	24.06	24.60
25 years	25.01	25.57	26.15	26.74
30 years	27.01	27.62	28.24	28.87

Years of Experience	<u>5/1/2019</u>	<u>2.25%</u> <u>5/1/2020</u>	<u>2.00%</u> <u>5/1/2021</u>	<u>2.00%</u> <u>5/1/2022</u>	<u>2.00%</u> <u>5/1/2023</u>
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

EMPLOYEES (Employees hired after May 1, 2016)

PREVAILING DEPARTMENTAL WAGES (Street and Parks Maintenance, Utility

² 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.

10 years	15.31	15.65	16.01	16.37
15 years	16.03	16.39	16.76	17.14
20 years	16.27	16.64	17.01	17.39
25 years	16.67	17.04	17.42	17.82
30 years	17.01	17.39	17.78	18.18

Years of Experience	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>
		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	<u>5/1/2016</u>	<u>5/1/2017</u>	<u>5/1/2018</u>	<u>5/1/2019</u>
1-4 years	14.96	15.29	15.64	15.99
5 years	15.64	16.00	16.36	16.72
10 years	15.82	16.18	16.54	16.91
15 years	16.54	16.91	17.29	17.68
20 years	16.78	17.16	17.54	17.94
25 years	17.18	17.56	17.96	18.36
30 years	17.52	17.92	18.32	18.73

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Years of Experience	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>
		2.25%	2.00%	2.00%	2.00%
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			

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

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 30th by seniority. After January 30th, 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 1/2) 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

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:

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 hired after May 1, 2021 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.

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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.

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, 2016~~20~~, until midnight on April 30, 2020~~23~~ 24, 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.

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(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.

VILLAGE OF BRADLEY, ILLINOIS BY

BY: _____
PRESIDENT, VILLAGE OF BRADLEY

Date: _____

ATTEST: _____
VILLAGE CLERK