

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF BRADLEY**

**AND**

**LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA  
LOCAL 751**

**CLERICAL BARGAINING UNIT**

**MAY 1, 2016**

**TO**

**APRIL 30, 2021**

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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 Clerical employees and animal control employees. Excluding: dispatchers, crossing guards, inspectors, police, fire supervisory, managerial, 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.

The Village agrees to provide payroll deduction for any employees who voluntarily contribute to the KFL Community Services, Inc., provided that the employee has turned in an authorization card for deduction. The Village will send monies collect to the KFL Community Services, Inc. at the address submitted by the Union to the payroll department.

## **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 Animal Control position becomes vacant, the Village will have the option of not filling that position and sub-contracting 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 negotiation 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 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 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 shall meet with the grievant and 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 receipt of the Step 2 response. The Village President shall meet with the grievant and Union representative within seven (7) days to discuss the grievance. The Village President shall issue a written decision on the grievance with 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 Trustee within seven (7) days of receipt of the Step 3 response. The grievant and 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 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 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, unless the last day is Saturday or Sunday or is a Holiday as defined in this Agreement (Article 13) 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 WAGES

### 8.1 Wages

The following specified categories shall be effective as shown by the dates thereof and until a new and superseding contract is signed and effective.<sup>1</sup>

#### Executive Assistant

	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20
		2.25%	2.25%	2.25%	2.25%
0-6 Months	23.97	24.55	25.15	25.76	26.39
7-12 Months	24.47	25.05	25.65	26.26	26.89
13-18 Months	24.97	25.55	26.15	26.76	27.39
19-24 Months	25.47	26.05	26.65	27.26	27.89
2 Years	25.97	26.55	27.15	27.76	28.39
5 Years	26.56	27.16	27.77	28.40	29.04
10 Years	27.46	28.08	28.71	29.36	30.02
15 Years	28.52	29.17	29.82	30.49	31.18
20 Years	29.78	30.45	31.13	31.83	32.55
25 Years	31.29	31.99	32.71	33.45	34.20
30 Years	33.01	33.75	34.51	35.29	36.08

**Administrative Assistant**

	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20
		2.25%	2.25%	2.25%	2.25%
0-6 Months	21.09	21.61	22.14	22.68	23.24
7-12 Months	21.59	22.11	22.64	23.18	23.74
13-18 Months	22.09	22.61	23.14	23.68	24.24
19-24 Months	22.59	23.11	23.64	24.18	24.74
2 Years	23.09	23.61	24.14	24.68	25.24
5 Years	23.69	24.22	24.76	25.32	25.89
10 Years	24.59	25.15	25.71	26.29	26.88
15 Years	25.64	26.21	26.80	27.41	28.02
20 Years	26.91	27.51	28.13	28.77	29.41
25 Years	28.40	29.04	29.69	30.36	31.04
30 Years	30.13	30.81	31.50	32.21	32.94



**NEW EMPLOYEES HIRED AFTER 5/1/16****Executive Assistant**

	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20
		2.0%	2.0%	2.0%	2.0%
0-6 Months	16.70	17.06	17.44	17.81	18.20
6-12 Months	17.20	17.56	17.94	18.31	18.70
12-24 Months	17.70	18.06	18.44	18.81	19.20
2 Years	18.20	18.56	18.94	19.31	19.70
5 Years	18.70	19.07	19.46	19.84	20.24
10 Years	19.13	19.51	19.90	20.30	20.71
15 Years	20.54	20.95	21.37	21.80	22.23
20 Years	21.54	21.97	22.41	22.86	23.32
25 Years	22.53	22.98	23.44	23.91	24.39
30 Years	23.77	24.25	24.73	25.22	25.73

**Administrative Assistant**

	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20
		2.0%	2.0%	2.0%	2.0%
0-6 Months	14.84	15.17	15.50	15.84	16.19
6-12 Months	15.34	15.67	16.00	16.34	16.69
12-24 Months	15.84	16.17	16.50	16.84	17.19
2 Years	16.34	16.67	17.00	17.34	17.69
5 Years	16.84	17.18	17.52	17.87	18.23
10 Years	17.22	17.56	17.92	18.27	18.64
15 Years	17.81	18.17	18.53	18.90	19.28
20 Years	18.50	18.87	19.25	19.63	20.02
25 Years	19.31	19.70	20.09	20.49	20.90
30 Years	20.29	20.70	21.11	21.53	21.96

For employees hired prior to May 1, 2016 an Additional \$.50 available for training/certifications, up to \$1.50 maximum. Additional classes added: FOR RECORDS: Microsoft Outlook (Basic, Intermediate, Advanced), FOIA training, New World Training. FOR FRONT OFFICE CLERICAL: Microsoft Outlook (Basic, Intermediate, Advanced),FOIA training, Microsoft Access (Basic, Intermediate, Advanced). Tier 2 employees - these certifications/skills/trainings will be job requirements in the future.

### **8.2 Favorite Nations Clause**

For employees hired prior to May 1, 2016, should any Collective Bargaining Unit in the Village receive a higher percentage increase for the above periods, then such like percentage increase shall be made applicable to this Agreement retroactive to coincide with the date of increase of the other Collective Bargaining Unit, except if the Police or Fire Department Units increase was won in arbitration. Employees hired after May 1, 2016 shall not be entitled to benefits under this Favorite Nations Clause.

### **8.3 Clothing Allowance**

For employees hired prior to May 1, 2016, each 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 in two (2) equal installments: May 1 (\$400.00) and November 1 (\$400.00) of each fiscal year. Work clothes shall be as defined by the department supervisor of the employee (professional attire/footwear required – e.g., no flip-flops).

Each employee shall be entitled to receive, effective May 1, 2007, \$400.00 annually for clothing maintenance. Said payment shall be in two (2) equal installments: May 1 (\$200.00) and November 1 (\$200.00) of each fiscal year.

## **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 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.

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. The work week shall begin at 12:01 A.M. on Monday and end at 12:00 midnight the following Sunday. Five (5) consecutive days Monday through Friday of eight (8) hours each day with a one-half (1/2) hour unpaid lunch break shall constitute a week's work. 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. 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 of time and one half for all work performed in excess of eight (8) hours in any one (1) day. Work on a Sunday shall be paid for at double time. Sick leave time shall be excluded from hours worked for purposes of determining eligibility for overtime during a work week or work day. Time clocks used in tracking employee time will use the six minute rule which is an approved United States Department of Labor method on rounding time up and down. The Union recognizes that discipline may still be imposed for tardiness.

An employee may work a flex-time schedule with prior written approval of his/her supervisor. For example, an employee may begin work as early as 7:00 a.m. or as late as 9:00 a.m. and complete work at 4:00 p.m. or 6:00 p.m.

B. 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.

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 9.

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 over-time. Employees 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. Compensatory time must be taken in increments of not less than four (4) hours.

## **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 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 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 Year's Eve

All employees shall be paid eight (8) hours at their regular rate of pay for each holiday identified 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 employee shall be compensated as follows: four (4) hours of work or less shall receive holiday pay of eight (8) hours, plus (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 plus 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 AND PERSONAL 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) Sick leave must be taken in increments of not less than four (4) hours;
- (d) If an employee leaves the service of the Employer under honorable circumstances, they shall be paid for their accumulated sick days up to one hundred (100) days. This does not apply to employees terminated or who resign under threat of termination; upon an offer by the Village to resign in lieu of termination. Effective on or before [date to be determined], the Village will implement a Post-Employment Health Plan that is created by the employees to be utilized by the employees for retiree insurance premiums and related medical expenses to be funded by employee contributions which shall be established and implemented by the Village on or before the above said date of [date to be determined]. Said Plan must be allowable under IRS standards for VEBA plans and economically viable for the Village.
- (e) 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;

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

(g) 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.

(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. These days shall not accrue. For those 4 days awarded retroactive to May 1, 2016, current employees shall be permitted to roll those days over and use them up to and including April 1, 2017. All future awarded Personal Days shall expire and be forfeited on 12/31 of the year in which they are awarded.

## **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 employee paying twenty percent (20%) of the total cost during the term of this contract, with the Village paying the balance of the cost of said program.

(b) 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.

(c) 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).

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

(e) The Village shall provide each employee with \$50,000.00 in term life insurance.; Upon retirement, those retirees who meet the conditions set forth in 15(b) shall receive continued life insurance benefits at a \$10k coverage policy.

(f) 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.

(g) Employees who choose not to take health insurance coverage will be given a bonus of \$500.00 annually, payable at the end of an 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. A retiree who has earned the benefit(s) as defined in Art. 15(b) but who foregoes coverage in retirement, shall be eligible to receive the benefit at a later date upon election.

(h) 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 TUITION REIMBURSEMENT**

Employees hired prior to May 1, 2016, 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 Article 16 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:

Associates' degree: \$0.39

Bachelors' degree: \$0.58

Masters' degree: \$0.78

Should the Mechanics Code bargaining unit receive a higher per hour salary increase for the obtainment of an associates, bachelors or master's degree during the term of this Agreement, then such increase shall be made applicable to this Agreement retroactive to coincide with the date of increase of the Mechanics Code unit.

## **ARTICLE 17 SENIORITY**

### ***17.1 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.

### ***17.2 Probationary Status***

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.

### ***17.3 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 Administrations office, and employees work area. Vacancy notices shall not be posted due to the outflow of the initial vacancy.

### ***17.4 Recall Period***

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 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 If an employee is removed or dismissed as a result of a decision of the Village to decrease a statement of honorable dismissal.

## **ARTICLE 18 DISCIPLINE**

### ***18.1 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 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.

### ***18.2 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 19 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 20 LABOR MANAGEMENT MEETINGS**

A labor management committee consisting of equal number of members of Local 751 and members of the administration/board shall be formed to discuss mutual concerns of both labor and management. When a committee is requested by either the administration/board or Local 751, the committee shall meet at mutually agreeable times. Prior to every meeting, the Business Manager of Local 751 and the Mayor will develop an agenda. Once the agenda has been set, there shall be no deviation from it. It is understood that the labor/management committee does not have the authority to bargain nor resolve grievances but only acts as an advisory body to each of its respective parties.

## **ARTICLE 21 UNPAID LEAVE OF ABSENCE**

Full-time employees may request an unpaid leave of absence for a period of up to 90 days. To be eligible for such leave, the employee must have worked for the Village for at least one year prior to the start of the proposed leave. Prior to the commencement of unpaid leave under this provision, the employee must have exhausted all accrued and applicable paid time off options available to the employee. Unpaid leave under this provision is subject to the approval of the Village Board and the Board's decisions shall be final and not subject to the grievance/arbitration procedures of the contract. No pyramiding of this benefit is allowed.

## **ARTICLE 22 EFFECT OF THE AGREEMENT**

### ***22.1 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.

**22.2 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.

**23.3 Duration**

This Agreement shall become effective May 1, 2016 and shall expire on April 30, 2021.

This Agreement is signed this 14TH day of DECEMBER, 2016.

For The Village of Bradley

For Laborers' International Union Local  
751/GPLDC

James W. Rao

Chas H. Shupf

Michael J. Jones

Steve Papp

\_\_\_\_\_

[Signature]  
officer

## MEMORANDUM OF UNDERSTANDING (New Article)

The Village of Bradley ("Village") and the Laborers' International Union of North America, Local 751 ("Union") acknowledge and understand that, effective May 1, 2007, in the event a decision is made by the Village to subcontract services currently performed by bargaining unit members, the following process shall be followed:

Section 1. It is the policy of the Village to make every reasonable effort to utilize its employees to perform work they are qualified to do, and to that end, the Village will avoid, insofar as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the Village reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other related factors.

Section 2. The Village agrees that upon formal consideration to subcontract any work performed by bargaining unit employees, it shall:

- a) Provide reasonable advanced notice, in writing, to the Union.
- b) Meet with the Union prior to making a decision to contract for the purpose of discussing the reasons for its proposal. During this discussion, the Union will be granted reasonable requested opportunities to meet with the Village.
- c) When contemplating sub-contracting of bargaining unit work would subject an employee to layoff, the Village shall provide the opportunity to the affected employees to fill existing equal rated permanent vacancies at the Village. If the above placement in the Village cannot be accomplished without training, the Village will provide the opportunity for in-service training to employees who possess the qualifications and ability for the vacancies except for that which might lack and might be provided by in-service training. Such training shall be consistent with the Village's budget, program goals, statutory directives and related factors.

Section 3. Prior to the sub-contracting of work, the Village will make a reasonable effort with the contractor to insure that employees subject to lay off because of sub-contracting secure employment with the contractor. The Village, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff.

VILLAGE OF BRADLEY

BY: 

BY: 

BY: \_\_\_\_\_

L.I.U.N.A. LOCAL 751

BY: 

BY: \_\_\_\_\_

BY: 