

**VILLAGE OF HAZEL CREST, ILLINOIS**

**AND**

**TEAMSTERS LOCAL 700**

**COLLECTIVE BARGAINING AGREEMENT FOR THE POSITIONS OF:**

**FISCAL CLERK I, FISCAL CLERK II, RECORDS CLERK, RECEPTIONIST, BUILDING INSPECTOR,  
SECRETARY, COMMUNITY SERVICE EMPLOYEE, AND CODE ENFORCEMENT OFFICER**

**FOR THE TERM OF:**

**MAY 1, 2014 TO APRIL 30, 2017**

**RECEIVED  
MAY - 5 15  
VILLAGE OF  
HAZEL CREST**

**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is entered into by the VILLAGE OF HAZEL CREST, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and TEAMSTERS LOCAL 700, (hereinafter referred to as "Union" or "Local 700").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and Local 700, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of Employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the 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:

**ARTICLE I**  
**RECOGNITION**

**SECTION 1.1: RECOGNITION**

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all administrative personnel employed by the Village of Hazel Crest in the following titles: Fiscal Clerk I, Fiscal Clerk II, Records Clerk, Receptionist, Building Inspector, Secretary, Community Service Employee, and Code Enforcement Officer, and excludes all supervisory, manager and confidential employees as defined by the Illinois Public Labor Relations Act.

**SECTION 1.2: PROBATIONARY PERIOD**

The probationary period shall be twelve (12) months in duration. During the probationary period, an Employee is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary Employee without cause; such action shall be final, and the Employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge. The Employer, in their sole discretion, may extend an Employee's probation up to an additional six (6) months. The decision to extend probation shall not be subject to the grievance procedure.

**ARTICLE II**  
**UNION SECURITY AND RIGHTS**

**SECTION 2.1: DUES DEDUCTION**

While this Agreement is in effect, the Village will deduct from the first paycheck each month one half (½) of the appropriate dollar amount of Union dues and from the second paycheck each month the second half of the appropriate amount of dues for each Employee in the Bargaining Unit who has filed with the Village a voluntary, effective check off authorization as provided by the Union. The amount of dues checked-off shall be equal to two and one-half (2.50) hours straight time pay for each Employee per month, such amount to be determined initially upon the signing of this Agreement and thereafter once a year on a date determined by the Union. The Union will give the Village thirty (30) days' notice of any such change in the amount of Union dues to be deducted. The first three (3) pay period deductions will also include one-third (1/3) of the Union initiation fees for Employees hired after the date of this Agreement. Once the dues check off amount has been determined for each Employee each year, it shall not be further increased. Dues shall be remitted to the Union by the tenth (10<sup>th</sup>) day of the month following deduction. A Union

Member desiring to revoke the dues check off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Union within thirty (30) days, the name, address, classification, rate of salary and starting date of any new Employee hired into the Union's Bargaining Unit.

**SECTION 2.2: FAIR SHARE FEE**

Any present Employee who is not a Member of the Union shall have deducted from his pay and transmitted to the Union a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All Employees hired on or after the effective date of this Agreement and who have not made application for Union membership shall, on or after the thirtieth day of employment, also have deducted from their pay and transmitted to the Union a fair share of the cost of collective bargaining process and contract administration.

**SECTION 2.3: OBJECTIONS ON OTHER GROUNDS**

Any non-Member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting Employee wages, hours and conditions of employment. Any such Employee with any such objection shall process his/her objection in accordance with the notice and objection procedure established by Local 700, which procedure shall be consistent with the requirements of law.

**SECTION 2.4: RELIGIOUS OBJECTIONS**

The obligations to pay a fair share fee to the Union shall not apply to any Employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such

Employee is a Member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to a non-religious charitable organization mutually agreed to by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

**SECTION 2.5: LOCAL 700 INDEMNIFICATION**

Local 700 shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs 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.

**SECTION 2.6: DRIVE AUTHORIZATION AND DEDUCTION**

While this Agreement is in effect, the Village will deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE (Democratic Republican Independent Voter Education). DRIVE shall notify the Village of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Village shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's Social Security number, and amount deducted from the Employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Village annually for the Village's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its Employees.

Specifically, but not exclusively, except as limited by the express written provisions of this Agreement, it is understood and agreed that the Village possesses the sole right and authority to operate and direct the Employees of the Village and its various departments. These rights include, but are not limited to:

- A. to plan, direct, control and determine the operations, services, purpose and mission of the Village and its Employees;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force;
- D. to establish qualifications for employment and to employ Employees;
- E. to hire, promote, assign or transfer Employees;
- F. to discipline, suspend or discharge Employees for just cause;
- G. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;
- H. to introduce new methods, equipment and facilities;
- I. to make, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures;
- J. to determine the methods, means and number of personnel to carry out the Village's mission;
- K. to lay off or relieve Employees due to lack of work or funds or for other legitimate reasons;

- L. to establish work and productivity standards with prior notice to the Union; and
- M. to contract out for goods and services.

#### **SUSPENSION OF AGREEMENT IN CIVIL EMERGENCY**

If in the sole discretion of the Village Manager it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager shall advise the Union of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

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

##### **SECTION 4.1: WORKDAY AND WORKWEEK**

- A. The workday is eight (8) hours, and the workweek is forty (40) hours.
- B. Except as set forth herein, the regular hours/workdays for Bargaining Unit Employees excluding Records Clerks assigned to the Police Department, shall be eight (8) hours per day, 8:00 a.m. to 4:00 p.m., or 8:30 to 4:30, or 9:00 a.m. to 5:00 p.m. with a thirty (30) minute paid lunch, Monday through Friday. Shifts will be determined by the Village Manger on the basis of the operational needs of the departments. Employees will select their respective shifts based on seniority, through a bidding process. The bid will occur annually, during the first (1<sup>st</sup>) week of December, and the results will be provided the second (2<sup>nd</sup>) week of December. The new schedule will be effective the first (1<sup>st</sup>) full week of January. Additionally, where the requirements of the job dictate that an employee work through his/her lunch period, the Employee shall be allowed to

leave work thirty (30) minutes early with the permission of his/her Department Head, or shall be compensated at the appropriate rate of overtime pay.

C. Bargaining Unit Employees assigned to the position of Record's Clerk within the Police Department will work the following schedules: 12 Midnight - 0800, 0800-1600, or 1600-0000, with a thirty (30) minute paid lunch. Shift preference will be based on seniority, through a bidding process. The Bid will occur annually, during the first week of December and results will be provided the second week of December. The new schedule will be effective January 1<sup>st</sup> of the following year. Additionally, where the requirements of the job dictate that an Employee work through his / her lunch period the Employee shall be allowed to leave work thirty (30) minutes early with the permission of his / her Department Head or shall be compensated at the appropriate rate of overtime pay.

**SECTION 4.2: OVERTIME COMPENSATION**

The compensation paid Employees for overtime work shall be as follows:

A. A Bargaining Unit Employee shall be paid at one and one-half (1.5) times the Employee's regular hourly rate of pay when required to work in excess of the normal work hours Monday through Friday, and for all hours worked on Saturdays and Sundays except for those Bargaining Unit Employees assigned to the position(s) of Record Clerk in the Police Department. Overtime will be rounded up to the nearest quarter ( $\frac{1}{4}$ ) hour. Employees' regular hourly rate is calculated by dividing the annual salary by 2080.

B. All time paid for, even if not worked, shall be counted as "time worked" for purposes of computing overtime compensation.

**SECTION 4.3: OVERTIME DISTRIBUTION**

An overtime duty list within each classification will be prepared and maintained by the Supervisors, who will on a rotating seniority basis assign voluntary overtime. Mandatory overtime will be assigned on a rotating inverse seniority basis.

**SECTION 4.4: SEASONAL AND PART-TIME WORK**

The employment of part-time, seasonal, and temporary help shall not be done to deprive Bargaining Unit Members of overtime opportunities.

**SECTION 4.5: CALLBACK**

A callback is an official assignment of work which does not continuously follow an Employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate, with a guaranteed minimum of two (2) hours at such overtime rate for each such callback. Work that extends beyond the regular workday shall be compensated at the appropriate overtime rate for only those hours actually worked. The Village shall create a call back list for building inspectors according to seniority for the purpose of contacting Members to facilitate the distribution of overtime opportunities evenly.

**SECTION 4.6: COMPENSATORY TIME**

In lieu of paid overtime Employees may opt to earn compensatory time off. Compensatory time may be used in a minimum of one (1) hour blocks. The Employee shall advise the Department Head of his/her intent to use compensatory time as soon as is reasonably possible. Compensatory leave requests shall not be unreasonably denied, but in evaluating the same, the Village shall consider the operational needs of the Village. Employees may accumulate up to fifty (50) hours of compensatory time in lieu of overtime. Compensatory time cannot be scheduled before it is earned.

**ARTICLE V**  
**SENIORITY**

**SECTION 5.1: SENIORITY DEFINED**

For employees hired prior to the effective date of this Collective Bargaining Agreement, an Employee's seniority shall be the period of the Employee's most recent continuous regular employment within the Village of Hazel Crest, including part time employment. For Employees hired after the effective date of this Collective Bargaining Agreement, an Employee's seniority shall be the period of the Employee's most recent continuous regular full-time employment within the Village of Hazel Crest. Seniority is not transferable into the Bargaining Unit from previously held non-Bargaining Unit positions.

**SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for five (5) consecutive days without reporting off.

**SECTION 5.3: SENIORITY LIST**

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

**ARTICLE VI**  
**LAYOFF AND RECALL**

**SECTION 6.1: NOTICE**

The Employer shall give the Union at least a thirty (30) day notice of any layoffs.

**SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any Bargaining Unit Employees, all seasonal, temporary,

probationary, part-time or other non-Bargaining Unit Employees who perform work customarily performed by Bargaining Unit Employees within the affected departments shall be laid off or terminated, as the case may be.

**SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off Employees shall be placed on a layoff list. Employees shall be recalled in seniority order. The Village shall notify the Employee via certified mail to the Employee's last known address with a copy to the Union that he/she is being recalled. If the Employee fails to respond within fourteen (14) days from the date of receipt, the Employee is deemed to have waived any entitlement to reemployment.

**SECTION 6.4: SEVERANCE DUE TO LAYOFF**

An allowance will be provided by the Village, to non-probationary Employees terminated in good standing due to a reduction in force (layoff) at the following rate:

- a. After six (6) months continuous service – one (1) weeks' pay
- b. After one (1) year continuous service – two (2) weeks' pay
- c. After five (5) years or more continuous service – three (3) weeks' pay

Additionally, all pay, salary, and other compensation will be distributed in a lump sum.

**ARTICLE VII**  
**DISCIPLINARY PROCEDURES**

**SECTION 7.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the Employee's personnel file.

- (C) Suspension without pay with documentation of such maintained in the Employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the Employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the Employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director. In the case of termination, the Employee will be given the opportunity to discuss the matter with the Village Manager. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the Employee shall be informed clearly and concisely of the basis for such action.

Written reprimands and oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of one (1) year.

All disciplinary action (including verbal warnings if documented) shall be signed by the Employee as having been received by the Employee, not that it is agreed to, with a copy given to the Employee prior to placement in the personnel file, unless the Employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the Employee has refused to sign it.

**SECTION 7.2: RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the Employee, where the imposition of discipline beyond an oral warning is contemplated, the Employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement:

**SECTION 8.2: PROCESSING OF GRIEVANCE**

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an Employee or on behalf of a group of Employees or itself setting forth name(s) or group(s) of the Employee(s). The Grievant or one (1) Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the Employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of Employees shall be made applicable to the appropriate Employees within that group.

**SECTION 8.3: IMMEDIATE SUPERVISOR**

**STEP ONE:**

The Union or Employee may submit a written grievance to the Employee's immediate supervisor within fourteen (14) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The immediate supervisor or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The immediate supervisor or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the immediate supervisor or designee shall respond to the grievance in writing within fourteen (14)

calendar days of receipt of the appeal. If the Village does not respond in a timely fashion, the grievance shall thereby be deemed as denied and Employer or Union may advance.

**STEP TWO: VILLAGE MANAGER**

If the grievance remains unsettled at Step ONE, the Union or Employee may advance the written grievance to the Village Manager within fourteen (14) calendar days of the response in step one or when such response was due. The Village Manager or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Manager or designee shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Manager or designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

**STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in step TWO, the Union may refer the grievance to arbitration within twenty one (21) calendar days of the Step Two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to

require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the Arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The Arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The Arbitrator's

decision shall be final and binding on the Employer, Employee, and Union, and shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

**SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

**SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

**SECTION 8.6: UNION STEWARDS**

The Union will provide written notice to the Village of Hazel Crest to identify the Stewards.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

**SECTION 9.1: HOLIDAYS**

Holidays are:

|                           |                           |
|---------------------------|---------------------------|
| New Year's Day            | Martin Luther King Day    |
| Spring Holiday*           | Memorial Day              |
| Independence Day          | Labor Day                 |
| Thanksgiving Day          | Friday after Thanksgiving |
| December 24 <sup>th</sup> | December 25 <sup>th</sup> |

\*formerly known as "Good Friday" and observed on the Friday before the first Sunday following the full moon on or after the vernal equinox

**SECTION 9.2A: FOR EMPLOYEES WHO DO NOT WORK IN 24-7 OPERATIONS AND WHO ARE REGULARLY SCHEDULED MON. THROUGH FRI: HOLIDAY PAY AND ADDITIONAL COMPENSATION FOR HOLIDAYS ACTUALLY WORKED**

This Section 9.2A applies to Employees who do not work in 24-7 operations and who are regularly scheduled to work Mon. through Fri.

When a holiday falls on a Saturday the prior Friday will be observed as the holiday. When a holiday falls on a Sunday the following Monday will be observed as the holiday.

Employees who do not work holidays receive eight (8) hours of straight pay or eight (8) hours of compensatory time for each holiday identified in Section 9.1. Employees who actually work holidays will be paid at their time-and-one-half rate for all hours worked, in addition to earning eight (8) additional hours of pay or compensatory time.

**SECTION 9.2B: FOR EMPLOYEES WHO WORK IN 24-7 OPERATIONS AND WHO ARE NOT REGULARLY SCHEDULED MON. THROUGH FRI: HOLIDAY PAY AND ADDITIONAL COMPENSATION FOR HOLIDAYS ACTUALLY WORKED**

This Section 9.2B shall be effective as of March 1, 2015 for all Employees who work in 24-7 operations and who are not regularly scheduled Mon. through Fri.

Holidays will be recognized on the actual holiday and not the day the Village recognizes the holiday.

Employees are entitled to eighty (80) hours of straight time pay annually as compensation for holidays. Payment shall be made as soon as practical after the close of each quarter for holidays in the quarter that recently closed. Employees who work less than a full quarter shall have their holiday pay prorated based on the actual number of holidays during which they were employed.

Employees who actually work a holiday as part of their regularly scheduled days will be paid at their straight time rate for all hours worked. Employees who actually work a holiday which is not part of their regularly scheduled days will be paid at their time and one-half rate for all hours worked.

**SECTION 9.3: PERSONAL DAY**

Each Employee is entitled to one (1) personal day off with pay each calendar year. The Employee shall advise the Department Head of his intent to use the personal day as soon as is reasonably possible. Personal leave requests shall not be unreasonably denied, but in evaluating the same, the Village shall consider the operational needs of the Village. Unused personal days will be carried over to the following calendar year, but must be used within that following calendar year. Personal days not used within the prescribed time frame are forfeited.

**SECTION 9.4: VACATION ELIGIBILITY AND ALLOWANCES**

Employees shall receive eighty (80) hours of vacation after one (1) year of continuous service. Thereafter, Employees will receive eight (8) additional hours for each year of service beyond five (5) years up to a maximum of two hundred (200) hours of vacation.

A vacation day shall not be charged should a Holiday fall during an Employee's scheduled vacation period.

**SECTION 9.5: VACATION SCHEDULING**

Employees shall pick pre-scheduled vacation based on seniority on an annual basis prior to the start of the calendar year. Based on the operational needs of the Village, the Village shall determine how many persons in each position may take vacation at the same time. Employees must pre-schedule all vacation earned except that every Employee may elect to not pre-schedule up to and including forty (40) hours of vacation. Pre-scheduled vacation must be taken in forty

(40) hour blocks. No Employee may schedule and take more than one hundred twenty (120) consecutive hours of vacation. After the vacation schedule has been established, any remaining unscheduled vacation days shall be taken on a first-requested, first-received basis. Vacation that is not prescheduled must be taken in a minimum of four (4) hour increments. Employees shall provide reasonable notice of their request to use vacation. Employees may trade or reschedule vacation days with the approval of the Village Manager. Vacation requests shall not be unreasonably denied, but the Village shall abide by the staffing parameters set forth herein and shall consider the operational needs of the Village.

Employees may carry-over eighty (80) hours of vacation from the year in which it was accrued to the following year, but must use it in the year subsequent to that in which it was earned. Vacation time not used within the prescribed time frame is forfeited.

**SECTION 9.6: SICK LEAVE**

**A. Sick Leave Accrual**

All employees shall earn sick leave with pay at a rate of eight (8) hours for each calendar month of service. Sick leave shall accrue from the date of employment, but shall not be taken until the successful completion of the first six (6) months of employment. Sick leave may never be taken in advance of earning the time. Sick leave may be accumulated without limit.

**B. Sick Leave Use**

Sick leave may be granted in minimum one (1) hour blocks for any of the reasons listed below:

- (A) Personal illness, injury or physical incapacity.
- (B) Quarantine of an Employee as directed by a physician.
- (C) Maternity as directed by a physician.

(D) An Employee may request paid sick leave for extenuating circumstances.

C. Normally, an Employee, unable to report for work because of the above reasons, shall report his/her intent to be absent not less than sixty (60) minutes before the time he/she is expected to report to work. Sick leave with pay shall not be allowed unless such report has been made.

D. If requested by the Department Head, sick leave with pay in excess of three (3) consecutive working days shall be allowed after presenting a written statement by a physician certifying that the Employee's condition prevented the Employee from reporting to work and the Employee's ability to return to work. A physician certification as described above may be requested at the discretion of the Department Head when the Department Head has a reasonable basis to believe that the Employee is abusing sick leave.

E. An Employee who is voluntarily leaving Village service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.

F. Upon retirement, Employees will qualify for credit for unused sick days to the extent established by the Illinois Municipal Retirement Fund regulations. This pension service credit applies solely to Employees who are retiring IMRF eligible. No other compensation for unused sick time shall be provided for Employees covered under IMRF.

G. An Employee who does not use any sick days in a calendar year will earn one extra personal day.

H. The Village may offer light duty assignments (based upon a physician's approval) to Employees in office positions (positions that require little mobility and physical labor) who are unable to perform full duty responsibilities because of an on-the-job (work-related) illness, injury or disability, provided such light duty work is available and the Employee can be reasonably

expected to perform the work. The Village may offer light duty assignments (based upon a physician's approval) to Employees in office positions (positions that require little mobility and physical labor) who are unable to perform full duty responsibilities because of an off-the-job (non work-related) illness, injury or disability, provided such light duty work is available and the Employee can be reasonably expected to perform the work. Nothing herein requires the Village to create light duty work.

I. An Employee who has exhausted sick leave or who has been disabled due to illness or physical disability for thirty (30) consecutive days may be eligible to apply for short-term disability leave through the Village or long-term disability from the IMRF. Return of the Employee to work from disability leave shall be governed by the applicable law.

J. If sick time is fully expended, earned time may be used in the event of illness.

K. In the event earned time is fully expended, the Employee may be granted leave without pay.

**SECTION 9.7: FAMILY AND MEDICAL LEAVE**

The parties to this Agreement shall abide by the applicable state and federal law regarding Family and Medical Leave Act ("FMLA"), as they may be amended from time to time. Paid benefit time (if any) will run concurrently with any FMLA leave.

**SECTION 9.8: JURY DUTY LEAVE**

In the event an Employee is called to jury duty, the Employee shall be maintained on his/her pay status. Remuneration received by the Employee from the summoning agency for jury duty shall be submitted to the Village Manager upon the Employee's return to duty.

**SECTION 9.9: MILITARY LEAVE**

Employees shall be eligible for military leave in accordance with applicable state and federal law. Nothing herein is intended to diminish any rights provided by any local state or federal law.

**SECTION 9.10: BEREAVEMENT LEAVE**

Upon approval of a Department Head a full-time Employee may be granted up to three (3) consecutive days of bereavement leave with pay in the event of the death of an immediate family member. The Employee's immediate family is defined as spouse, domestic partner, parents, children (including half or step), brother or sister (including in-law, half or step), father, mother, daughter, or son (including in-laws), grandparents, grandchildren and spouse's grandparents. An Employee who travels to attend funeral services (for the Employee's immediate family) that are located one hundred fifty mile (150) from the Village of Hazel Crest Hall will be granted an additional two (2) days of funeral leave.

**SECTION 9.11: TUITION REIMBURSEMENTS**

An Employee who wishes to increase his/her educational background should consult his/her Department Head in order for his/her request to be considered under this program. Prior approval for reimbursement must be given by the Department Head and Village Manager. Tuition is the only expense to be reimbursed and is based, at a maximum, on Governors State University's tuition for the current year. Tuition will be reimbursed upon completion of the approved course and proof of a passing grade of "C" or better. No reimbursement shall be given for educational efforts financed by any other source such as through the Veterans Administration or scholarships. Funds budgeted annually for tuition reimbursement will be distributed on a first-come, first-serve basis among all Employees in the Village. The Tuition Reimbursement Program has no relationship with normal training requirements of the respective departments. Tuition reimbursement application forms are available through the Village Manager's office. Upon successful completion of course work eligible for tuition reimbursement, the Employee must remain with the Village for one month for each credit hour of the course in order for the expense to be fully forgiven. For example, if an Employee takes a three (3) credit hour course that meets over a three (3) month period, at the successful conclusion of the course, the Employee must remain in the Village's employment for three (3) months following the conclusion of the course. If the Employee leaves the Village's employment after completing a course, prior to the specified number of months, the Employee will reimburse the Village for the appropriate number of months. Partial months of service count as zero.

**ARTICLE X**  
**LABOR MANAGEMENT CONFERENCES**

**SECTION 10.1: LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious Employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

**SECTION 10.2: PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected Bargaining Unit Employees. Grievances and arbitrations shall not be discussed at such meetings.

**SECTION 10.3: COMPLIANCE WITH LAWS**

The parties recognize the importance of on the job safety. The Employer shall continue in its efforts to comply with all applicable laws relating to occupational conditions and Employee safety. The Union may file a grievance addressing issues relating to compliance with this Section. However, such grievance may not be advanced to arbitration. Nothing herein shall be viewed as a waiver of the Employee's rights under applicable law.

**SECTION 10.4: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

**ARTICLE XI**  
**SUBCONTRACTING**

The Village shall have the right to subcontract out any work it deems necessary, so long as no Bargaining Unit Members are on layoff and such subcontracting will not displace Bargaining Unit Employees.

Prior to the implementation of any such subcontracting program, the Village will give at least fourteen (14) days prior notice to the Union. Upon request of the Union, the Village will meet and confer with the Union and its representatives in order to discuss the program and to consider alternatives to subcontracting.

**ARTICLE XII**  
**WAGES AND INSURANCE**

**SECTION 12.1: WAGES**

Employees who are active as of January 12, 2015, shall be compensated accordingly:

|             |   |
|-------------|---|
| May 1, 2014 | increase the Employee's current salary by 2.5%          |
| May 1, 2015 | increase the Employee's salary as of 4/30/2015 by 2.5%  |
| May 1, 2016 | increase the Employee's salary as of 4/30/2016 by 2.75% |

All wage increases are retroactive only to March 1, 2015 for all Employees who are active as of January 12, 2015. Each Bargaining Unit Member shall be paid a signing bonus of four hundred

and fifty dollars (\$450.00) within fifteen (15) days of the mutual ratification and adoption of this Agreement.

**SECTION 12.2: LONGEVITY PAY**

|  |  |
|--|--|
| Upon a Bargaining Unit Member's completion of X years of service > | the following stipend will be paid to the Bargaining Unit Member in a separate check on the designated five (5) year interval and will not be added to base pay: |
| 5 Years of Service   | \$750.00   |
| 10 Years of Service  | \$1,000.00   |
| 15 Years of Service  | \$1,500.00   |
| 20 Years of Service  | \$2,000.00   |
| 25 Years of Service  | \$2,500.00   |
| 30 Years of Service  | \$3,000.00   |

**SECTION 12.3: HOSPITALIZATION AND MEDICAL INSURANCE**

(a) The Village agrees that it shall provide Employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other Employees of the Village. The Village retains the right to change insurance carrier or to self-insure provided Employees retain the option to obtain coverage through an HMO or PPO system. Such option shall be subject to the Village's right to eliminate the PPO system for all other Village Employees. In such event, the Village shall provide the Union with advance written notice at the earliest opportunity and upon request of the Union, meet to negotiate as to the proposed change. Prior to instituting any change in the existing coverage and benefits, the Village shall notify the Union no later than ninety (90) days prior to the effective date of the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(b) Employee Contributions. In consideration for the Village's agreement to provide the coverages and benefits presently in effect, the Union agrees that Employees shall contribute an

amount equal to fifteen percent (15%) of the premium cost for the plan in which they have enrolled as such premium costs may change from time to time for the time period of May 1, 2014 to April 30, 2017. Such contributions shall be made as payroll deductions on a pre-tax basis.

(c) Section 125 Tax Sheltering Plan. The Village shall maintain in effect a Section 125 Flexible Spending Account plan for the purposes of allowing Employees to make contributions for unreimbursed medical and dental dependent care expenses to the full extent authorized under Section 125 of the Internal Revenue Code so long as such plan continues to be authorized by the IRS.

(d) Continuance of Insurance Coverage. Employees' right to continue their coverage upon retirement or termination shall be provided under the Insurance Code, 215 ILCS 5/367(j) or Federal law (COBRA), as applicable.

**SECTION 12.4: LIFE INSURANCE; SURVIVORS' HEALTH INSURANCE**

The Village shall pay or insure a death benefit of ten thousand dollars (\$10,000.00) to the Employee's designated beneficiary in the event of the Employee's death provided that if any higher amount is provided to other Bargaining Units, such amount shall also be provided to Employees in this unit. In the event an Employee is killed in the line of duty, the Village will pay the surviving spouse's premium cost to continue on the Village's health insurance plan during the eighteen (18) month COBRA continuation period. In the event an Employee dies during the course of his employment with the Village, the Village shall pay medical insurance premiums for the deceased Employee's spouse for up to six (6) months after the Employee's death. After said time, the spouse may continue to participate in the Village group insurance plan as provided by law. The Village shall also pay to the Employee's survivor a death penalty equal to the deceased Employee's salary

for one (1) month as well as compensation for the deceased Employee's unused vacation days, accrued overtime, and the cash value of any accrued compensatory time

**SECTION 12.5: RETIREE HEALTH INSURANCE**

Employees who are Members of the Bargaining Unit, and who were employed as of May 1, 2010, shall be entitled to the retiree health insurance benefits as set forth in Chapter VIII B of the Village's Personnel Policy, a copy of which is appended to this Agreement, as \_\_\_\_\_ provided they retire during the life of the preceding Agreement (which expired April 30, 2014). This Section 12.5 l expired at the end of the preceding Agreement at 12:00 a.m. on May 1, 2014.

**ARTICLE XIII**  
**UNIFORMS**

All Bargaining Unit Employees who are required by the Village to wear a uniform shall receive a three hundred and 00/100 dollar (\$300.00) uniform allowance per year on a reimbursement for receipt basis. The allowance must be used to purchase official Village uniform attire and equipment. Any allowance not spent in the year earned is forfeited. Plain clothes personnel are not entitled to any uniform allowance.

**ARTICLE XIV**  
**MISCELLANEOUS PROVISIONS**

**SECTION 14.1: GENDER**

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**SECTION 14.2: RESIDENCY**

Within six (6) months after completion of the probationary period, Employee shall establish residency within the following residency zone:

To the north: Roosevelt Road

To the east: the Illinois/Indiana border  
To the south: Illinois equivalent of Indiana 14  
To the west: Illinois Route 47

Employees who fail to abide by the residency provisions are subject to disciplinary action up to and including discharge.

**ARTICLE XV**  
**PERSONNEL RECORDS**

**SECTION 15.1: PERSONNEL RECORDS**

The personnel record is available during regular business hours for an Employee and/or his/her designee to review.

**SECTION 15.2: RIGHT OF INSPECTION AND COPIES**

The parties to this agreement shall be bound by the Illinois Personnel Record Review Act with respect to personnel file maintenance, availability, inspection, and copying.

**ARTICLE XVI**  
**ANTI-DISCRIMINATION**

**SECTION 16.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any Employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, mental and physical disability (unrelated to the ability to perform job duties), national origin, ancestry, citizenship status, political affiliation and/or beliefs, military status, and/or any other classes protected by state and/or federal law. Rights of Employees pursuant to this Article may be grieved but cannot be arbitrated.

**SECTION 16.2: UNION ACTIVITY**

The Employer and the Union agree that no Employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on

account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

**ARTICLE XVII**  
**NO STRIKE / NO LOCKOUT**

**SECTION 17.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

**SECTION 17.2: NO LOCKOUT**

During the term of this Agreement, the Employer shall not lockout any Bargaining Unit Employees.

**ARTICLE XIX**  
**EXISTING BENEFITS/MISCELLANEOUS**

All direct and substantial benefits which affect Employees in the Bargaining Unit and which are neither set forth in this Agreement nor are covered by a subject matter included in this Agreement, and are currently in effect, shall not be diminished or reduced.

**ARTICLE XX**  
**TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the

desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

**ARTICLE XXI**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015 in the Village of Hazel Crest, Illinois.

TEAMSTERS LOCAL 700

VILLAGE OF HAZEL CREST

  
\_\_\_\_\_  
President  
  
\_\_\_\_\_  
Secretary/Treasurer

  
\_\_\_\_\_  
Village Manager