

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2024-2573

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 700**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, non-managerial employees of the Village Department of Public Works (collectively, "***Public Works Employees***") are represented by the International Brotherhood of Teamsters Local 700 ("***Union***"); and

WHEREAS, the Village and the Union desire to enter into a three-year and eight-month collective bargaining agreement regarding the terms of employment of the Public Works Employees by the Village ("***Agreement***"); and

WHEREAS, the Village President and Board of Trustees have determined it will serve and be in the best interest of the Village to enter into the Agreement with the Union;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF AGREEMENT. The Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 18<sup>th</sup> day of June, 2024.

AYES: Trustees Ikezoe-Halevi, Martel, Saleem, Sargon, Diaz Herrera, Klatzco

NAYS: None

ABSENT: None

ABSTENTION: None

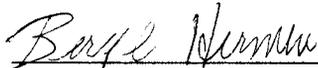
APPROVED by me this 18<sup>th</sup> day of June, 2024.



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Jesal Patel, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
18<sup>th</sup> day of June, 2024



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Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**  
**AGREEMENT**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**VILLAGE OF LINCOLNWOOD**

**AND**

**TEAMSTERS LOCAL 700**

**MAY 1, 2024 - DECEMBER 31, 2027**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ARTICLE I - REPRESENTATION AND RECOGNITION .....</b>	<b>1</b>
Section 1.    Recognition .....	1
<b>ARTICLE II - MANAGEMENT RIGHTS .....</b>	<b>1</b>
<b>ARTICLE III - NO DISCRIMINATION - NO STRIKE - NO LOCKOUT.....</b>	<b>2</b>
Section 1.    No Discrimination.....	2
Section 2.    Limitation on Union Activities During Working Hours.....	2
Section 3.    No Strike - No Lockout.....	2
<b>ARTICLE IV - NORMAL WORKDAY/WORKWEEK.....</b>	<b>3</b>
Section 1.    Application.....	3
Section 2.    Normal Workweek and Workday .....	3
Section 3.    Permanent Shift Changes.....	3
<b>ARTICLE V - OVERTIME.....</b>	<b>3</b>
Section 1.    Application of Article .....	3
Section 2.    Overtime Pay .....	4
Section 3.    Overtime Calculations .....	4
Section 4.    Overtime Break Periods.....	4
Section 5.    Sundays and Holidays.....	4
Section 6.    No Pyramiding.....	4
Section 7.    Call Back Pay.....	4
Section 8.    Overtime Rotation.....	5
<b>ARTICLE VI - HEALTH AND SAFETY .....</b>	<b>5</b>
Section 1.    Committee Selection .....	5
Section 2.    Committee Purpose.....	5
Section 3.    Imminent Danger Procedure.....	5
Section 4.    GPS Clause .....	6
<b>ARTICLE VII - UNION BULLETIN BOARDS .....</b>	<b>6</b>
Section 1.    Bulletin Boards .....	6
Section 2.    Size.....	6
Section 3.    Use .....	6
Section 4.    Posting Procedure .....	7
Section 5.    Removal of Posted Material.....	7
<b>ARTICLE VIII - SALARY SCHEDULES.....</b>	<b>7</b>
Section 1.    Compensation .....	7
<b>ARTICLE IX - LEAVE POLICIES.....</b>	<b>8</b>
Section 1.    Holidays .....	8
Section 2.    Personal Days.....	9

**TABLE OF CONTENTS (cont.)**

	<b><u>Page</u></b>
Section 3. Sick Leave.....	9
Section 4. Documentation and Notification.....	9
Section 5. Accumulated Sick Leave .....	10
Section 6. Leave of Absence.....	10
Section 7. Health, Dental and Life Insurance .....	11
Section 8. Vacation Earning Schedule.....	13
Section 9. Uniform Allowance .....	14
Section 10. Training Courses.....	15
<b>ARTICLE X - WORKING OUT OF CLASSIFICATION.....</b>	<b>15</b>
Section 1. Pay for Work Out of Classification. ....	15
Section 2. Selection of Employees to Work Out of Classification.....	15
<b>ARTICLE XI - JOB POSTING.....</b>	<b>15</b>
Section 1. Permanent Job Openings.....	15
Section 2. Promotions .....	16
Section 3. Posting.....	16
Section 4. Selection.....	16
Section 5. Demotions.....	16
<b>ARTICLE XII - SENIORITY .....</b>	<b>17</b>
Section 1. Definition of Seniority .....	17
Section 2. Seniority List.....	17
Section 3. Discharge .....	17
Section 4. Termination of Seniority.....	17
Section 5. Layoff.....	18
Section 6. Recall .....	18
Section 7. Probationary Period .....	18
<b>ARTICLE XIII - GRIEVANCE PROCEDURE.....</b>	<b>19</b>
Section 1. Grievance .....	19
Section 2. Grievance Steps .....	19
Section 3. Arbitration.....	20
Section 4. General.....	20
<b>ARTICLE XIV - PROPORTIONATE SHARE AND CHECKOFF .....</b>	<b>21</b>
<b>ARTICLE XV - DRUG-FREE WORKPLACE.....</b>	<b>22</b>
Section 1. Policy .....	22
Section 2. Controlled Substance Testing .....	22
Section 3. Employee Assistance Program .....	23
Section 4. Indemnification of Union.....	23
<b>ARTICLE XVI - DRUG/ALCOHOL ABUSE POLICY FOR EMPLOYEES WITH                                   A COMMERCIAL DRIVERS LICENSE .....</b>	<b>23</b>
Section 1. Adoption of Commercial Driver's License Policy .....	23
Section 2. Covered Employees .....	23

TABLE OF CONTENTS (cont.)

	<u>Page</u>
Section 3. Prevalent Policy .....	24
<b>ARTICLE XVII - PERSONNEL POLICIES.....</b>	<b>24</b>
Section 1. Practices, Rules and Regulations .....	24
Section 2. Discipline .....	24
<b>ARTICLE XVIII - MISCELLANEOUS .....</b>	<b>25</b>
Section 1. Labor Management Committee .....	25
Section 2. Union Access .....	25
<b>ARTICLE XIX - SAVINGS CLAUSE.....</b>	<b>25</b>
<b>ARTICLE XX - DURATION AND EFFECT OF AGREEMENT .....</b>	<b>26</b>
Section 1. Effect of Agreement.....	26
Section 2. Duration .....	26

**ARTICLE I -  
REPRESENTATION AND RECOGNITION**

**Section 1. Recognition**

The Union is recognized by the Village as the bargaining representative for all employees of the Village of Lincolnwood Departments of Public Works, Streets and Sanitation, Water and Forestry, including the following job classifications of:

- Automotive Mechanic
- Water System Operator
- Equipment Operator
- Laborer

Excluding all individuals with the job title:

- Supervisor
- Chief Mechanic
- Foremen
- Director

and all managerial employees, confidential employees, clerical employees, and all other supervisors, short-term employees and other employees excluded under the Act.

**ARTICLE II -  
MANAGEMENT RIGHTS**

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 in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the right:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control, schedule, and determine the operations or services to be conducted by employees of the Village;
- c) To determine the methods, means and number of personnel needed to carry out the department's mission and compensation of employees;
- d) To direct the working forces;
- e) To hire, assign, or transfer employees;
- f) To promote, demote, suspend, discipline or discharge and determine standards to be met;
- g) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;

- h) To make and enforce rules and regulations;
- i) To introduce new equipment, improvements, methods and facilities;
- j) To contract out for goods and services;
- k) To take any and all actions as may be necessary to carry out the mission of the Village and the Department of Public Works in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager. Said action may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall immediately be reinstated once a civil emergency condition ceases to exit.

**ARTICLE III -  
NO DISCRIMINATION - NO STRIKE - NO LOCKOUT**

**Section 1. No Discrimination**

In accordance with applicable federal and state statutes, the Village and the Union agree that neither shall discriminate among employees in the application of the provisions of this Agreement because of an employee's race, color, religion, sex, national origin, age, or disability. Any alleged violation of this section is non-grievable and non-arbitrable, and may be remedied through any judicial or administrative proceedings otherwise provided by law.

**Section 2. Limitation on Union Activities During Working Hours**

- A. The Union, its members, agents, or representative will not engage in Union activities of any kind during the working hours of the employees, except as might be authorized pursuant to the provisions of the Agreement. Working hours shall be defined as those hours in which a bargaining unit employee receives compensation from the Village, exclusive of lunch periods.
- B. Within the guidelines contained above, union officials representing Local 700 shall be given access to the worksite when the occasion requires only upon first obtaining the approval of the Director of Public Works or designee.

**Section 3. No Strike - No Lockout**

- A. The Union, its membership, individually and collectively, its agents or representatives agree that there shall be no strikes, or other interruptions of work, and further agree that they shall not honor or refuse to cross any picket line, whether related to primary activity or secondary activity.
- B. The Village agrees that there shall be no lockout of the Union.

**ARTICLE IV -  
NORMAL WORKDAY/WORKWEEK**

**Section 1. Application**

This Article is intended to define the length of normal hours of work per day or per week in effect during the term of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and from establishing part-time positions.

**Section 2. Normal Workweek and Workday**

- A. Except as provided in paragraph B of this section, the normal workweek shall consist of forty (40) hours per week which may be interrupted by an unpaid lunch period and such additional time as may, from time to time, be required in the judgment of the Village to serve the residents of the Village.
- B. The normal work cycle for employees covered by this Agreement shall be seven (7) days consisting of five (5) consecutive shifts of eight (8) hours per day.
- C. Employees shall be afforded two (2) ten (10) minute breaks each day, but in no event shall a crew leave a work site or Village vehicle or equipment unattended during any break.
- D. Employees shall be afforded five (5) minutes wash-up time before lunch and fifteen (15) minutes before quitting time.
- E. Effective within 60 days following execution of the 2021-2024 Agreement, the Village will adjust the normal shift hours from 8:00 am to 4:30 pm to 7:30 am to 4:00 pm, provided the Village reserves the right to further adjust the normal shift hours upon 30 days advance written notice to the Union.

**Section 3. Permanent Shift Changes**

Whenever the Village makes permanent changes in employee shift assignments, the Union will be given at least ten (10) days notice prior to the effective date of such change so that the Union has an opportunity to discuss the impacts of such decision, if the Union so requests.

**ARTICLE V -  
OVERTIME**

**Section 1. Application of Article**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

## **Section 2. Overtime Pay**

Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a seven-day workweek.

## **Section 3. Overtime Calculations**

For the purpose of overtime calculations under the Fair Labor Standards Act, all paid leave time shall be considered as hours worked for overtime purposes; including sick leave, vacation, funeral leave, personal leave, and any other paid leaves of absence.

## **Section 4. Overtime Break Periods**

Employees required to work more than four (4) consecutive hours of overtime will be permitted a ten (10) minute break at approximately the completion of each four (4) hour period. If the Department is unable to allow break periods due to the requirements of the work being performed, then employees will be paid for an additional ten (10) minutes at one and one-half (1-1/2) times their regular rate of pay.

## **Section 5. Sundays and Holidays**

Double time shall be paid for all hours worked on Sundays or any of the holidays designated in Article IX, Section 1.

## **Section 6. No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

## **Section 7. Call Back Pay**

An employee called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rate unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. In the event of call back for snow plowing or salting, the employee shall receive a minimum of four (4) hours pay at the overtime rate.

The above paragraph, and Section 8 of this Article (Overtime Distribution), shall not apply to employees assigned to perform remote monitoring of the water system on weekends or holidays via a laptop computer or mobile device. An employee assigned to monitor the water system on such occasions shall instead be paid one (1) hour on Saturday at time and one half, and one hour on Sundays and holidays at double time. The parties agree that such payment will normally exceed the hours worked performing such assignment. Should additional time be needed to perform the assignment, however, advance approval by the Director or the Director's designee is required.

## **Section 8. Overtime Rotation**

During the term of this Agreement, the Village will maintain an overtime rotation system by which all employees classified pursuant to Article I, Section 1 of this Agreement will be eligible to work overtime hours depending on the job classifications required to complete the assigned work. In administering this Section, however, it is understood that the Village shall have no obligation to interrupt emergency or unscheduled work in progress. If an employee demonstrates a violation of this Section, the remedy shall be to provide such employee with first preference to perform available overtime he is qualified to perform in the future, until any imbalance is corrected. Employees that refuse to work overtime will be subject [to] discipline after four consecutive refusals.

## **ARTICLE VI - HEALTH AND SAFETY**

### **Section 1. Committee Selection**

Public Works Department employees covered by this Agreement shall choose or elect one (1) person to serve on the Village-wide Safety Committee.

### **Section 2. Committee Purpose**

In accordance with the Village Procedures, the responsibilities of the Safety Committee include:

1. Review any work-related accidents in the departments, and present recommendations to the department head.
2. Identify unsafe working conditions and practices and make recommendations for their correction.
3. The Safety Committee shall encourage employee input regarding safety suggestions.
4. Any suggestions or recommendations shall be advisory only.

### **Section 3. Imminent Danger Procedure**

If an employee reasonably believes that there exists an allegedly unsafe condition (excluding Acts of God) or piece of equipment which poses an imminent and direct threat of loss of life or limb, he/she shall report the situation to his/her immediate supervisor, who will have the initial responsibility for determining the corrective action, if any, to be taken.

If the employee disagrees with the Supervisor's decision, he/she may request the Supervisor to call the Claims/Loss Prevention Coordinator, which request will not be unreasonably denied. An employee who has reasonably made such a request shall not be required to perform the work or operate the equipment in question until such time as the Claims/Loss Prevention Coordinator has rendered his decision on the matter.

The decision of the Claims/Loss Prevention Coordinator regarding the allegedly unsafe condition or equipment and/or the corrective action taken or proposed by the Supervisor, shall be final.

**Section 4. GPS Clause**

Nothing herein shall be construed as a limitation upon the Village's ability to utilize GPS location devices and diagnostic systems in Village property, or outside/in-vehicle cameras of any kind, for any legitimate purpose, including safety and productivity. GPS location software will not be used as the sole basis for disciplinary action. In the event of disciplinary action, the Union shall, upon request, be afforded access to relevant data from GPS location devices and diagnostic systems relied upon in support of the discipline. If the Union requests access to data from GPS location devices and diagnostic systems, the Union may request that information through the Freedom of Information Act (FOIA) to the Village. The Village will produce requested information in compliance with FOIA or as compelled under a legal proceeding.

**ARTICLE VII -  
UNION BULLETIN BOARDS**

**Section 1. Bulletin Boards**

The Village agrees to provide an area in the garage for the Union to post one (1) Bulletin Board.

**Section 2. Size**

The bulletin board space shall not exceed three (3) feet by three (3) feet.

**Section 3. Use**

The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of appointments;
- d) Notice of Union meetings, committee meetings, and reports and minutes of said meetings;
- e) If the Union desires to post any information or material, the Union shall first submit same to the Director of Public Works for his/her approval. The Director of Public Works shall have the discretion to approve or disapprove of said posting.

- f) The Bulletin Board shall be maintained by the Union in a neat and orderly manner.

**Section 4. Posting Procedure**

All notices to be posted on said Union Bulletin Boards shall be signed by a Steward of the Union and prior to posting said notice(s), duplicate copies of all notices shall be submitted to the Director of Public Works for his files.

**Section 5. Removal of Posted Material**

Any material posted on the Union Bulletin Boards not on file with the Director of Public Works may be removed by any supervisor accompanied by a Local Union Steward or Representative.

**ARTICLE VIII -  
SALARY SCHEDULES**

**Section 1. Compensation**

- A. During the term of the Agreement, the wage rate ranges applicable to bargaining unit position shall be as follows:

	Effective May 1, 2024		Effective January 1, 2025		Effective January 1, 2026		Effective January 1, 2027	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>Water System Operator / Auto Mechanic</b>	\$32.57	\$40.92	\$33.55	\$42.15	\$34.55	\$43.41	\$35.59	\$44.71
<b>Equipment Operator</b>	\$31.33	\$39.21	\$32.27	\$40.38	\$33.24	\$41.59	\$34.24	\$42.84
<b>Laborer</b>	\$23.31	\$33.00	\$24.01	\$33.99	\$24.73	\$35.01	\$25.47	\$36.06

- B. Employees shall be entitled to the following wage rate adjustments effective for any member of the Bargaining Unit at the time of settlement, with wages retroactive to May 1, 2024, while the subsequent increases shall be effective upon January 1:

<b>Year:</b>	<u>May 1, 2024</u>	<u>January 1, 2025</u>	<u>January 1, 2026</u>	<u>January 1, 2027</u>
<b>Increase:</b>	5%	3.0%	3.0%	<u>3.00%</u>

- C. Employees who have not reached the maximum wage rate for their position shall be eligible for an additional merit increase of 0% up to 5% based upon the results of their performance appraisals. Performance appraisals shall be based on job knowledge, quality of work, efficiency, judgment initiative, responsibility, cooperation, communication and dependability.

During each new fiscal year covered by this Agreement, employees who have already reached the maximum wage rate for their position may be eligible to receive a one-time, lump sum bonus in the gross amount of \$1,000, provided the employee receives an "exceeds standards" or above evaluation rating on their annual performance evaluation for the prior year. This lump sum bonus shall not be added to base pay, nor shall there be any guarantee that the employee will receive such bonus in the following fiscal year, unless the employee continues to receive annual performance ratings of "exceeds standards" or above.

## ARTICLE IX - LEAVE POLICIES

### Section 1. Holidays

Twelve (12) paid holidays are granted to Village employees. Eight (8) hours pay at the straight time rate shall be paid to all regular and probationary full-time employees. Payment to employees, who work less than a forty (40) hour week, shall be pro-rate. The holidays are as follows:

New Year's Day	Labor Day (1 <sup>st</sup> Monday in September)
Martin Luther King Jr.'s Day	Thanksgiving Day (4 <sup>th</sup> Thurs. in Nov.)
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
(last Monday in May)	Christmas Day
July 4 <sup>th</sup>	Four Floating Holidays

Normally, employees must request use of a floating holiday at least 24 hours in advance and approval from the Director of Public Works is required. It may not be taken in less than two (2) hour increments.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

## **Section 2. Personal Days**

The following paragraph shall become effective January 1, 2025, in lieu of the foregoing provisions of this Section, and this Section shall hereinafter be entitled "Safety Day":

All regular full-time employees that complete at least two safety related training sessions in a year shall be provided a "Safety Day". The Safety Day will be awarded during the first paycheck in February each year. Employees may use the Safety Day from February 1 through January 31 of the following year. The Safety Day must be utilized in eight (8) hour increments and shall not be paid out when the employee leaves employment with the Village. Unused safety days shall not accumulate or carryover from one year to the next. Any new employee who [did not] attend two safety trainings in the previous calendar year will receive the Safety Day.

## **Section 3. Sick Leave**

Sick leave is earned monthly at a rate one (1) day per month, or a total of twelve (12) days per year. Employees' monthly accrual and balance of available sick leave may appear on the employees' paycheck for informational purposes. Employees who work less than a forty (40) hour week receive sick leave on a pro-rated basis. Sick leave may be accumulated up to a maximum of one hundred twenty (120) days. No sick leave can be earned during an unpaid leave of absence. Sick leave may be granted for any of the following reasons:

- a) Incapacitation due to illness, injury or disability.
- b) Personal medical or dental appointments which cannot be scheduled during non-working hours.
- c) Absence required by serious illness or disability of the employee's immediate family. "Immediate family" for the purposes of this section is defined as the employee's spouse, children, parents and any other family member within the scope of coverage of the Family and Medical Leave Act of 1993.
- d) Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action including termination and will be considered part of the employee's overall performance.

## **Section 4. Documentation and Notification**

Department managers will establish procedures for employees to use to notify supervisors of absence and intent to use sick leave. If sick leave is used for two (2) or more consecutive days, or in conjunction with a day off, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than five

(5) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than three (3) instances of absence for sick leave in any one (1) year, (calendar year period). Employees are responsible for obtaining a physician's statement when required. The Village reserves the right to require an employee to be examined by a Village appointed physician at the Village's expense.

#### **Section 5. Accumulated Sick Leave**

An employee shall receive twenty-five percent (25%) of accumulated sick leave if they terminate employment in good standing after completing eight (8) years of service. Payment will be at the salary rate in effect as of the last day worked. The balance of unused sick time will be credited to the employees IMRF benefits in accordance with the IMRF rules.

#### **Section 6. Leave of Absence**

##### **A. Family and Medical Leave**

Employees may apply for and receive family leave pursuant to, and in accordance with the provisions of the federal Family and Medical Leave Act of 1993, as amended. The employee shall be required to first exhaust his/her accrued vacation and sick leave for family leave, and such leave shall not exceed twelve (12) weeks, including both the paid and unpaid portions of such leave. Employees with a pregnancy-related or other non-work related disability shall apply for leave under this Section.

In the event an employee on leave under this section is unable to return to work at the expiration of the 12-week period, he/she may apply for an extension of unpaid leave under the terms of the Extended Leave provision below.

##### **B. Extended Leave of Absence**

Personal leave, without pay, may be granted pursuant to the Village Personnel Manual.

At the expiration of the leave period, the Director of Public Works shall attempt to place the employee in his or her former position or one that is similar if possible, depending on the employee's qualifications and positions available. If the period of leave is for more than one (1) month or longer, the employee's benefit accruals and appointment date shall be adjusted according to the period of absence.

The Village will provide a written notice of termination to an employee who has not returned to work within five (5) days after the end of the approved leave period. After the five (5) day period, the Village shall terminate employment including all Village benefits if the employee has not returned to work.

### **C. Jury Duty Leave**

Employees called upon for jury duty should notify the Director of Public Works as soon as possible. Time off with pay shall be granted to all individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hours per day will be paid for the period served if the employee provides a copy of notice or other evidence of actual days served.

The employee shall submit proof of service with his or her time sheet to receive a regular paycheck. An employee's time served on jury duty shall not be charged against sick time or vacation time and shall be considered time worked. Employee must return to the Village any payment for jury duty served.

### **D. Funeral Leave**

When there is a death in the immediate family, an employee shall be granted up to three (3) working days off without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. "Immediate family" for purposes of this section is defined as spouse, civil union partner, parents, step-parents, grandparents, children, step-children, brothers, sisters, brothers-in-law, sisters-in-law, mother-in-law, and father-in-law. Time taken in addition to three (3) days funeral leave may be taken at the discretion of the Department Manager with approval of the Village Manager and shall be chargeable to other accrued leave.

### **E. Absence Without Leave (AWOL)**

Absence without leave (AWOL) is defined as any absence in which the employee does not report for work and fails to properly notify his or her supervisor that he or she will be utilizing accrued sick leave. In addition, the employee will be regarded as absent without leave if he or she attempts to utilize leave to which he or she is not entitled.

An employee who is absent without leave for two (2) days or more or is absent without leave on more than one (1) occasion during a year is subject to termination. Any attempt to use sick leave for any purpose other than those determined as proper, as outlined in this Agreement is considered unauthorized.

Excessive absence or tardiness shall be defined as absences of more than five (5) days in a year when not substantiated by a doctor's certificate or tardiness of more than three (3) occasions during a year.

## **Section 7. Health, Dental and Life Insurance**

### **A. Health Insurance**

The Village states its intention to remain a participant in the health insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators.

Employees may elect coverage in the PPO insurance plan offered by the Village for the employee and their eligible dependents during the enrollment period established by the Village. Employee premium contributions for the applicable tier shall be as follows:

Plan:	Employee Premium Contribution:
PPO	15%

To the extent the Village offers a health insurance opt out program to non-represented Village employees, such program shall be offered to bargaining unit employees at the same time, and on the same terms, as program may be changed from time to time by the Village.

**B. Dental Insurance**

The Village states its intention to remain a participant in the dental insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators.

Employees may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage in the dental plan offered by the Village during the enrollment period established by the Village. The Village shall pay eighty-five percent (85%) of the applicable premium and the employee shall pay the remainder.

**C. Life Insurance**

The Village shall provide term life insurance for each employee in the amount of \$50,000. The Village will pay the premium cost for such coverage.

**D. Post Retirement Health Benefit.**

This benefit only applies to persons hired prior to January 1, 2016. The Village shall provide partial payment of health benefits for any such employee who retires after twenty-five (25) or more years of employment for a 3 year period following retirement as follows: the Village shall pay 50% of the employee's payment for the first year following retirement, 33-1/3% of the payment for the second year and 25% of the payment for the third year. Following the third year this benefit shall cease. Upon eligibility for Medicare this benefit shall cease. This benefit shall apply to coverage (individual or family) held by the employee just prior to the time of retirement.

**E. Retiree Health Savings Plan**

The Village shall establish the ICMA-RC VantageCare Retiree Health Savings Plan for members of this bargaining unit. The plan will allow employees to accumulate defined assets to pay for specified medical expenses in retirement on a tax-free basis. All eligible employees are required to participate in the RHS plan.

The employees of this bargaining unit agree that each year prior to January 1st they shall contribute sick leave at a rate of three (3) days off their accrual for two (2) days in the plan.

The contribution of sick leave days described above is not optional. If there is no time remaining on the books for an employee, three sick leave days will be taken in advance from the following year in January thereby reducing the number of days available in the following benefit period.

On a quarterly basis, the employee will be charged a fee, established by ICMA-RC, which will be assessed directly against their account. RHS assets will be invested in the ICMA-RC's Vantagepoint Funds.

**Section 8. Vacation Earning Schedule**

<b>MONTHS OF ELIGIBLE SERVICE</b>	<b>VACATION DAYS MONTHLY</b>	<b>VACATION DAYS EACH YEAR</b>
<b>From Date of Hire</b>	<b>.833 days =</b>	<b>10 days</b>
<b>After 72 months 6</b>	<b>1.250 days =</b>	<b>15 days</b>
<b>After 168 months 14</b>	<b>1.667 days =</b>	<b>20 days</b>
<b>After 228 months 19</b>	<b>2.083 days =</b>	<b>25 days</b>

A. The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time.

1. On the day an employee begins working, they begin to earn paid vacation time according to the schedule, however, before vacation time can be used, a waiting period of six (6) months must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period. If they start on or before the 15th day of the month, they get credit for the month.
2. Paid vacation time can be used in minimum increments of one-half day. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. (Reference C below.)
3. Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

4. Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to one and one-half (1 1/2) times the annual vacation amount, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.
- B. The scheduling of vacation is subject to approval by the Village in accordance with these rules:
1. No two (2) employees from the same crew can be on vacation at the same time, unless approved by the Director of Public Works.
  2. Seniority will count first in deciding duplications.
  3. No more than three (3) employees can be on vacation (including scheduling of personal days and floating holidays) at the same time, unless approved by the Director of Public Works.
  4. No more than five (5) weeks vacation shall be taken at any one time unless approved in advance by the Director of Public Works.
  5. All vacation dates must be posted by February 11th of a given year. If an employee does not request and time is not posted, employees must take whatever is available. Seniority will not count.
- C. Upon termination of employment, employees will be paid for accrued vacation time for which they were eligible.

**Section 9. Uniform Allowance**

- A. No employee will be allowed to work unless the employee is in compliance with the uniform code of the Public Works Department, unless approved by the Director of Public Works.
- B. Each employee shall be allotted a uniform allowance in the following amounts:
- |          |               |
|----------|---------------|
| May 2024 | \$850 payment |
| May 2025 | \$850 payment |
| May 2026 | \$850 payment |
| May 2027 | \$850 payment |
- C. The dollar amounts indicated above will be included in the employee's first paycheck in the applicable month subject to applicable withholdings. Such payments shall not be considered part of base pay.

D. Employees shall use this allowance to purchase the following items:

- Steel-Toe Work Boots
- Rubber Boots
- Uniform Pants, Shirts
- Work Jackets (light and heavy)
- Overall's
- Work Gloves

(Items may be added to the list, and may be recommended. The final decision to add items shall be determined by the Director of Public Works.)

E. Upon hire, a new employee will receive a \$250.00 payment, less applicable withholdings, which they can use to purchase items of clothing listed above in "D", which are needed to perform the job.

**Section 10. Training Courses**

Any training course required by the Village shall be paid in full by the Village.

**ARTICLE X -  
WORKING OUT OF CLASSIFICATION**

**Section 1. Pay for Work Out of Classification.**

Any employee assigned to perform the duties of a different, higher-paying job classification after one day at that higher classification shall be compensated at the greater of:

- a) the minimum rate applicable to the higher classification, or;
- b) 5% higher than the employee's regular wage rate for all work performed on said consecutive workdays.

**Section 2. Selection of Employees to Work Out of Classification**

The selection of Public Works Employees to work out of classification shall be determined by the Director of Public Works, normally among qualified employees within the Division where the work is needed, on a rotation basis.

**ARTICLE XI -  
JOB POSTING**

**Section 1. Permanent Job Openings**

All permanent job openings shall be posted on the bulletin board for a period of five (5) workdays before positions are filled on a permanent basis.

**Section 2. Promotions**

Promotion within the bargaining unit shall be made on the basis of, among other things, and not necessarily in the following priority, departmental seniority, skill, ability and experience in the type of work involved. The determination of Village Administration in all promotions shall be final.

**Section 3. Posting**

All vacancies in permanent position within the bargaining unit shall be posted for a period of five (5) working days in all departments in places customarily used for communications with employees within the bargaining unit. During such posting period, the Village shall not interview any employee candidates from outside the Village's roster of employees. Bargaining unit employees who apply during said five (5) day period shall be considered for the position prior to consideration of any non-bargaining unit applicant.

**Section 4. Selection**

The Village retains all rights to establish the qualification required for all job classifications within the Village. The Village shall assess the qualifications of each individual applicant for any promotional or transfer position. Assessment of the candidate's qualifications may include, but not be limited to, a review of the candidate's education, prior work experience and, for incumbent Village employees, work record with the Village including discipline, attendance and other factors related to the ability to satisfactorily perform the functions required of a public employee for the position in question.

In the event that there are applicants who apply during the five (5) day period referred to in Section 3 above, and who meet the Village's stated requirements, the position shall be awarded to the qualified candidate with the greatest bargaining unit seniority.

If no qualified bargaining unit member applies for the vacant position within the five (5) day period described in Section 3 above, the position shall be filled by the most qualified applicant without regard to membership in the bargaining unit.

**Section 5. Demotions**

In the event that an employee, voluntarily or involuntarily, is demoted to a lower classification, the employee shall receive a decrease in pay of 5% or the employee's previous compensation prior to the demotion, whichever is greater. An employee's request to voluntarily demote may be approved or denied, at the sole discretion of the Village.

## **ARTICLE XII - SENIORITY**

### **Section 1. Definition of Seniority**

Seniority for the purpose of the Agreement shall be defined as an employee's length of full-time service with Village in any position which performs bargaining unit work, since the employee's last date of hire. Seniority shall not include periods of unpaid leave time in excess of 30 days unless otherwise mandated by law.

### **Section 2. Seniority List**

The Union shall be furnished with a seniority list of employees covered by this agreement.

### **Section 3. Discharge**

Prior to the discharge of an employee, the employee shall be given a written statement of reasons for their dismissal, and an opportunity to have a Union representative present at any meeting concerning their dismissal.

### **Section 4. Termination of Seniority**

Seniority and the employment relationship shall be terminated when an employee:

- a) is absent for three (3) consecutive workdays without reporting the reason for such absence to the Village and the expected date of return. Such person shall be considered to have quit without notice. If the employee does not return to work on the date that he/she indicated, it will be necessary for the absent employee to again notify the Village, and failure to do so shall be considered a quit;
- b) is absent for any reason for a period of time equal to his/her seniority or nine (9) months (or, in the case of layoff, 18 months), whichever is less (except that absence due to sickness or occupational injury does not apply);
- c) fails to return from an approved leave of absence, including sick leave, on the workday following the expiration of the leave;
- d) does not report to work from layoff within five (5) calendar days from the date of the notification by letter or Mailgram. Recalls from layoff shall be made by Certified Mail or Mailgram to the employee's last address of record;
- e) quits or retires;
- f) discharged.

## **Section 5. Layoff**

If the Village, in its sole discretion, determines that layoffs in a classification are necessary due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in reverse order of seniority within the classification affected, provided that the senior employee retained has the present skill and ability to perform the work available, and provided further that the retained employee has not been subjected to written discipline or suspension during the previous 12 months.

All affected employees and the Union shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs. Upon request, the Village shall meet and negotiate with the Union regarding the impact of the layoff on the affected bargaining unit employees, provided such negotiations shall not delay implementation of the layoff.

## **Section 6. Recall**

This recall provision only applies to employees who will be laid off after the date this contract is signed. Employees who are laid off shall be placed on a recall list for a period of eighteen months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their seniority, provided they possess sufficient skill and ability to satisfactorily perform the available work.

Employees who are eligible for recall, shall be given notice of recall by certified or registered mail, return receipt requested, provided that the employee must report to work within five (5) business days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his/her current mailing address.

If an employee fails to respond on a recall notice within said five (5) day period, his/her name shall be removed from the recall list and the employee will be deemed to have abandoned his/her job.

## **Section 7. Probationary Period**

All new hires and those rehired after a loss of seniority shall be considered probationary employees until they have completed 12 months of actual work for the Village in a job classification covered by this Agreement. During an employee's probationary period, the employee may be disciplined or discharged with or without cause at any time. The discipline or discharge of probationary employees shall not be subject to the grievance procedure.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

### **Section 1. Grievance**

- A. A "grievance" shall mean a complaint by a bargaining unit member of the Union that there has been a violation or misinterpretation of this agreement.
- B. Grievances may be processed by the Union on behalf of a group of employees or itself setting forth name(s) of group(s) or employee(s). Either party may have either the individual grievant or one grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to a Union representative 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 2. Grievance Steps**

#### **Step One**

- All grievances must be presented to the Superintendent in writing by the employee and/or the Union not later than three (3) working days from the date of the occurrence giving rise to the grievance.
- The Superintendent or the Superintendent's designee shall respond to the grievance in writing within three (3) working days thereafter, or it may immediately be appealed to Step Two.

#### **Step Two**

- If the grievance is not resolved by Step 1, the written grievance shall be presented by the Union to the Department Director within three (3) working days after the date the Step 1 response is given.
- The Director, or designee, and a Union Representative shall meet within five (5) working days.
- The Director shall respond in writing within five (5) working days following the conclusion of the meeting.

#### **Step Three**

- If the grievance is not resolved by Step 2, the written grievance shall be presented by the Union to the Village Manager within three (3) working days after the date the Step 1 response is given.
- The Village Manager, or designee, and a Union Representative shall meet within five (5) working days.

- The Village Manager shall respond in writing within five (5) working days following the conclusion of the meeting.

#### **Step Four**

- If the grievance is not resolved at Step 3, the Union may submit the grievance to arbitration, as described below.

### **Section 3. Arbitration**

- A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Village in writing within five (5) working days after the receipt of the Step 3 decision. The Village representative and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within five (5) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel. The Union shall strike the first name; the Village shall then strike a name, the Union shall strike next, and so on. The person remaining shall be the arbitrator.
- B. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of brief, whichever is later, unless the parties agree to an extension. The decision and award of the arbitrator shall be final and binding on the Village, Union and the employee or employees involved. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. If either party desires a transcript of the proceeding, it may cause such a record 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, the cost of the transcript original, copy and reporter's attendance shall be shared equally by the parties.

### **Section 4. General**

- A. Grievances may be withdrawn or settled at any step of the Grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as finally resolved in accordance with the Village's last answer.
- B. The time limits at any step or for any hearing are of the essence and may only be extended by mutual written agreement of the parties involved in that particular step.

- C. The Village's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 5, Arbitration.
- D. Grievances may be filed at any step of the Grievance Procedure by mutual agreement of the parties of that step.

**ARTICLE XIV -  
PROPORTIONATE SHARE AND CHECKOFF**

- A. Bargaining unit members covered by this Agreement shall be required to either maintain membership in the Union or to pay, in lieu of dues, a proportionate share fee consisting of their proportionate share of the collective bargaining process contract administration, and the pursuit of matters affecting wages, hours and other conditions of employment.

The amount of the fee shall be certified to the Village by the Union which shall not exceed the amount of dues and proportionate share deductions and payments to the Union shall be made at the same time and in the same manner as dues checkoff deductions under Section C. The Union shall provide the Village with a copy of the annual audit, which substantiates and verifies the fair share amount certified by the Union.

- B. Should any bargaining unit member object to paying a proportionate share fee to the Union based upon *bona fide* religious tenets or teaching of a church or religious body of which such bargaining unit member belongs, an amount equal to the bargaining unit member's fair share shall be paid to a non-religious charitable organization mutually agreed on by the bargaining unit member and the Union.

If the bargaining unit member and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the Village the charitable organization to which such payments are made, or the bargaining unit member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

- C. The Village shall deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted shall be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions shall be made from the wages only of those employees from whom the Village has received voluntary individual written authorizations authorizing such deduction to be made.
- D. The Union shall and does hereby indemnify and hold harmless the Village, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints and suits or other forms of liability including the costs of defense thereof, and which arise out of any list, notice, certifications,

affidavit or reassignment furnished under any such provisions; or which might arise pertaining to the Terms of this Agreement.

It is understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Village is necessary, the Village may select counsel of its choosing, and that "costs of defense" includes the Village's reasonable attorney's fees.

## **ARTICLE XV - DRUG-FREE WORKPLACE**

### **Section 1. Policy**

Employees who are under the influence of drugs or alcohol pose a serious risk to themselves, their co-workers, the Village, and the general public. The Village, therefore, prohibits the use of drugs and alcohol while an employee is on duty or on Village premises, including but not limited to the use of prescribed controlled substances which may impair an employee's work performance.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is expressly prohibited by this policy. The presence of any detectable amount of any controlled substance in either the possession or the systems of any employee while performing any work for the Village or on the Village's premises is also prohibited and is a violation of this policy; provided, that the presence of a controlled substance in an employee's system or possession pursuant to and in accordance with a physician's prescription shall not, without more, be a violation of this policy.

### **Section 2. Controlled Substance Testing**

In the event that the Village has reasonable suspicion of any violation of the policy set forth in Article XV, Section 1 above, the Village may require the employee to submit to urinalysis, blood test and/or other appropriate tests. Tests will be conducted at facilities that are either licensed pursuant to the Illinois Clinical Laboratory Act or eligible for accreditation by the National Institute for Drug Abuse (NIDA). Tests administered under this Article shall be conducted in accordance with NIDA standards. The test results will be submitted to the Village Manager and, in the event of a positive test indicating the presence of drugs or alcohol in the employee's system, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug/alcohol use as permitted herein, the Village shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive drug test, there shall be a confirmatory test using GC/MS techniques.

In the case of any employee who tests positive for drug/alcohol use and is not terminated, the Village shall provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action, which may include discharge, against any employee where a test shows the presence of drugs or alcohol in the employee's system while at work; nor shall it be interpreted to preclude disciplinary action,

which may include discharge, for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management of the Village and, where criminal prosecution may be contemplated, persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

### **Section 3. Employee Assistance Program**

The Village shall offer its current Employee Assistance Program (EAP) to the members of the bargaining unit as long as it offers the package to the Village employees. The current EAP may be terminated by management at any time should it be deemed in the Village's best interest to terminate the program. In the event that the Village's current EAP is terminated, the Village agrees to maintain a substitute EAP through the term of this Agreement.

Employees who voluntarily seek assistance, before any positive drug/alcohol test and before any discipline is imposed for an offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program. Any use of the Employee Assistance Program as described above shall be without disciplinary consequence for the first occurrence.

### **Section 4. Indemnification of Union**

The Village agrees to indemnify the Union, its agents, representatives, successors, or assigns, from any losses, claims, or causes of action arising out of any act by the Union in furtherance of or cooperation with the policy set forth in Article XV, Section 1 above, including any losses in the form of damages or attorneys' fees incurred in defending against such action, provided that the Village shall have the option to appear and defend the Union against any suit covered by this provision.

## **ARTICLE XVI - DRUG/ALCOHOL ABUSE POLICY FOR EMPLOYEES WITH A COMMERCIAL DRIVERS LICENSE**

### **Section 1. Adoption of Commercial Driver's License Policy**

The Village Board adopted the Commercial Driver's License ("CDL") Policy on April 16, 1996; and the State of Illinois CDL Program became effective April 1, 1992. In order to be in compliance with this legislation, the Village was to have in place a CDL by January 1, 1996.

### **Section 2. Covered Employees**

All employees whose duties involve driving of heavy equipment shall comply with all federal and state laws as well as Village polices enacted to provide for licensure and testing of such employees as follows:

1. To abide by the federal and state laws.
2. To abide by Village polices as outlined in the Village of Lincolnwood Personnel Policy Manual, Section 2.80.9 entitled "Commercial Driver's License Policy and Drug/Alcohol Abuse Policy for Employees with a Commercial Driver's License" regarding licensure and testing of employees required to hold a CDL.

### **Section 3. Prevalent Policy**

If any portion of ARTICLE XV "Drug Free Workplace" is in conflict with ARTICLE XVI "Drug/Alcohol Abuse Policy For Employees With A Commercial Drivers License", ARTICLE XVI shall prevail.

## **ARTICLE XVII - PERSONNEL POLICIES**

### **Section 1. Practices, Rules and Regulations**

The Village retains its management right to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such polices.

All such policies which are currently in existence, or may hereafter be implemented or amended from time to time, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and directly conflicts with such Village policy.

In the event that a provision of this Agreement should directly conflict with any Village personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of this Agreement. Copies of new policies, rules and/or regulations shall be tendered to the Union not less than one (1) week prior to the effective date of implementation of such new or changed rules or policies.

### **Section 2. Discipline**

The employer will discipline non-probationary employees for just cause only. Discipline may be in one or more of the following forms:

- A. *Oral Reprimand*
- B. *Written Reprimand*
- C. *Written Suspension*
- D. *Written Discharge*

Notices of written reprimand, suspension and discharge, which are to become a part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employees and the Union will receive a copy of such notices.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 1. Labor Management Committee**

At the request of either party, the Chief Steward of the Union and the Director of Public Works, or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union may invite other bargaining unit members (not to exceed two) to attend such meetings. The Chief Union Steward and the Public Works Director may mutually agree to permit a non-Village employee to attend a specific meeting. The Public Works Director, or his designee, may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Time spent by a bargaining unit member in a Labor Management Committee shall not be considered hours worked, provided, however, an employee may attend such a meeting during his regularly scheduled working hours with no loss in pay, if approved in advance by the Director of Public Works.

### **Section 2. Union Access**

One outside Union representative will normally be afforded access to the premises of the Village in order to help resolve a serious dispute or problem or provide timely communication to employees, provided there is no disruption to Village operations. In order to receive such access, the Union representative must provide advance notice to the Director of Public Works or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non work time, in non-work areas, provided such visit does not disturb the work of any employees who may otherwise be working.

## **ARTICLE XIX - SAVINGS CLAUSE**

In the event the legislature of the State of Illinois, the United States Congress, or any court of competent jurisdiction should enact any new law or statute which renders any provision or term of the Agreement unconstitutional, illegal, or otherwise invalid, such conflicting term or provision of this Agreement shall be null and void, and the remainder of this Agreement shall be read as if the offending provision had not been written.

In such event, upon written request from either of the parties, the Village and the Union shall meet and confer to negotiate toward a replacement provision for the term or provision nullified by such new law.

**ARTICLE XX -  
DURATION AND EFFECT OF AGREEMENT**

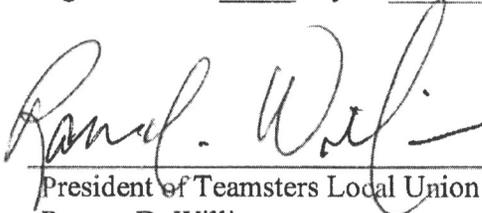
**Section 1. Effect of Agreement**

Each party, the Union and the Village, acknowledges that it has a complete and unlimited right to make demands and proposals, and to negotiate same. Therefore, the Village and the Union each waives, for the life of this Agreement, any and every right which it might have under law or otherwise to negotiate any further items, topics or issues for or during the term of this Agreement.

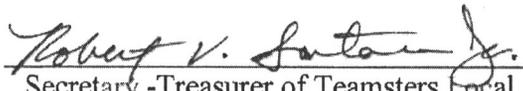
**Section 2. Duration**

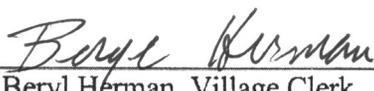
This Agreement shall become effective upon its ratification and approval by the Village Board of Trustees. This Agreement shall continue in full force and effect until December 31, 2027.

Agreed to this 15<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
President of Teamsters Local Union # 700  
Ramon D. Williams

  
\_\_\_\_\_  
Jasel Patel, President  
Village of Lincolnwood

  
\_\_\_\_\_  
Secretary -Treasurer of Teamsters Local  
Union # 700 -Robert V. Santana

  
\_\_\_\_\_  
Beryl Herman, Village Clerk  
Village of Lincolnwood