

EMPLOYEES

EXHIBIT "A"

PERSONNEL MANUAL

The Village of Bethalto is an equal opportunity employer and does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, or disability. The Village takes pride in providing for the well-being of its employees. The purpose of this manual is to establish procedures and serve as a guide to employees of the Village.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

All employees are required to sign a compliance/confidentiality statement as a condition of employment.

Disclaimer: This manual is not intended to create any sort of contract for employment; instead, it continues the current policy of at-will employment. It is intended to describe the Village's present policies and procedures. These rules may be changed from time to time as the Village deems appropriate. No representative of the Village other than the Village Board of Trustees has the authority to enter into any agreement for a specific period of time or make any agreement contrary to the foregoing.

TO WHOM THE MANUAL APPLIES

This Personnel Manual applies to all full-time and probationary employees of the Village of Bethalto. Sworn personnel in the Fire and Police Departments are also regulated by the rules of the Fire and Police Board and state law. The most restrictive law will take precedence over rules set forth herein. These rules apply to members of a bargaining unit in any area that is not covered in the bargaining agreement.

Portions of this manual apply to all part-time employees of the Village of Bethalto, with the exception of employee benefits and leaves which apply only to full-time employees. Partial benefits may apply to permanent part-time employees.

Employee definitions are as follows:

Permanent full-time: An employee who has been appointed to an authorized/budgeted position working **two thousand eighty (2,080) hours** annually.

Permanent part-time: An employee working less than **forty (40) hours** per week on a permanent basis.

Part-time: An employee who works on an "as needed" basis, in a position which is not a regular position, for less than **one thousand (1,000) hours** per year unless authorized by the Village Board.

Seasonal: An employee who works on a seasonal basis, as budgeted.

Probationary Period

The probationary period for union employees is normally **twelve (12) months** – please refer to your union contract and consult with your supervisor. Employees with clerical or custodial duties serve a probationary period of **three (3) months**.

Americans with Disabilities Act

The Village is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Village's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. The Village will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Village aware of his or her disability, provided such accommodation does not constitute an undue hardship on the Village.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their department supervisor.

Hours of Work

Hours may vary by department. Your union contract and supervisor will inform you of the number of hours required and the amount of time allowed for lunch hours and breaks.

Standards of Conduct

The work rules and standards of conduct for the Village are important, and the Village regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their jobs and conducting Village business. Please note, any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of Village-owned property;

- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Sexual or other unlawful or unwelcome harassment;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of telephones, or other Village-owned equipment;
- Using Village equipment for purposes other than business;
- Unauthorized disclosure of confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

Nepotism

It is the policy of the Village not discriminate in its appointment, employment, and personnel actions with respect to its appointees, employees, and applicants on the basis of marital and/or familial status. Notwithstanding this policy, the Village retains the right to refuse to appoint/hire a person to a position in the same department or division wherein his/her relationship to another employee may adversely impact the hiring, supervision, evaluation, promotion/career progression, discipline, assignment of work, scheduling, safety, and/or security of Village employees.

If one of the aforementioned situations should arise which conflicts with the Village policy, one of the employees may be required to resign. The determination of which employee would resign would be decided by the two employees and they would then make their decision known to the Village within **thirty (30) days** of the violation.

(Ord. No. 2025-13; 08-102-05)

SEXUAL HARASSMENT

Statement of Policy

The Village is committed to maintaining a work environment that encourages and fosters appropriate conduct among colleagues and respect for individual values and sensibilities. Accordingly, the Village's officers and administration are committed to enforcing its Sexual Harassment Policy at all levels within the workplace and creating an environment free from discrimination of any kind, including sexual harassment.

Sexual harassment, according to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for purposes of this policy, consists of unwelcome sexual advances, requests for sexual favors or other verbal, non-verbal or physical acts of a sexual or sex-based nature, where:

- (A) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (B) an employment decision affecting an employee is based on that individual's acceptance or rejection of such conduct; or
- (C) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Sexual harassment can occur between men and women, or between members of the same gender. Such conduct is unlawful under Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination on the basis of race, color, sex, age, religion or national origin.

It is also unlawful to retaliate in any way against anyone who has complained about sexual harassment or discrimination, whether that complaint relates to harassment of or discrimination against the individual submitting the complaint or against another individual.

Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequences. Sexually-oriented acts or sex-based conduct have no legitimate business purpose. Where such conduct is directed by a supervisor (or someone in a management position) toward a subordinate, the former will be held to a higher standard of accountability because of the degree of control and influence he or she has or is perceived to have over the employment conditions and benefits of the subordinate.

Prohibited Conduct

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact to physical contact. At times the offender may be unaware that his or her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:

- (A) persistent or repeated unwelcome flirting, pressure for dates, sexual comments or touching;
- (B) sexually suggestive jokes, gestures or sounds directed toward another or sexually oriented or degrading comments about another;
- (C) preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct; or the denial or threat of denial of employment, benefits or advancement for refusal to consent to sexual advances;
- (D) the open display of sexually oriented pictures, posters, or other material offensive to others;
- (E) retaliation against an individual for reporting or complaining about sexually harassing conduct.

All employees are encouraged to express displeasure at any conduct which might be sexually harassing, to tell the individual engaging in the conduct that it is unwelcome, to report that conduct, and to use the complaint procedure set forth in this policy.

Complaint Procedure

While the Village encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome, the Village also recognizes that power and status disparities between an alleged harasser and a target may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, or even when such communication has occurred, the following steps should be taken to report a sexual harassment complaint.

- (A) Reporting of Incident. All employees are urged to report any suspected sexual harassment by another employee to the Department Head, except where that person is the individual accused of harassment. In that case, the complaint should be reported to the

Mayor. If the aggrieved employee or other complainant prefers to report the suspected harassment to someone of the opposite gender from that of the Department Head, the complaint can be reported to the Mayor or Village Clerk. The report may be made initially either orally or in writing, but reports made orally must be reduced to writing before an investigation can be initiated.

(B) Investigation of Complaint. When a complaint has been reduced to writing, the Department Head or the individual informed pursuant to paragraph (A) above will initiate an investigation of the suspected sexual harassment within **five (5) working days** of notification. If necessary, the Department Head may designate another supervisory or management employee of the opposite sex to assist him/her or the alternate individual in paragraph (A) in the investigation. If the Department Head is the subject of the investigation, the investigation will be conducted by the Board of Trustees. The investigation will include an interview with the employee(s) who made the initial report, the person(s) towards whom the suspected harassment was directed if such person(s) is someone other than the complainant, and the individual(s) accused of the harassment. Any other person who may have information regarding the alleged sexual harassment may also be interviewed.

(C) Report. The Department Head or designated person responsible for investigating the complaint shall prepare a written report within **ten (10) working days** from notification of the suspected harassment unless extenuating circumstances prevent him/her from doing so, in which case the report shall be prepared as promptly as possible and the complainant shall be notified as to the reason for the delay. The report shall include a finding that sexual harassment occurred, sexual harassment did not occur, or there is inconclusive evidence as to whether sexual harassment occurred. A copy of the report will be given to the employee(s) who made the initial report, the employee(s) to whom the suspected harassment was directed, and the employee(s) suspected of the harassment.

(D) Records of Confidentiality. Employees who report incidents of sexual harassment are encouraged to keep written notices in order to accurately record the offensive conduct. Every effort shall be made to keep all matters related to the investigation and various reports confidential. In the event of a lawsuit however, the Village advises that records it maintains and the complainant maintains may not be considered privileged from disclosure. Written records will be maintained for **five (5) years** from the date of the resolution unless new circumstances dictate that the file should be kept for a longer period of time.

(E) Appeals Process. If either party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments in a timely manner to the Village Board of Trustees.

Discipline/Sanctions

Disciplinary action will be taken against any employee found to have engaged in sexual harassment of any other employee. The extent of sanctions may depend in part upon the length and conditions of employment of the particular employee and the nature of the offense. The Village has the right to apply any sanction or combination of sanctions, up to and including discharge, to deal with unreasonable conduct or discrimination.

Where a hostile work environment has been found to exist, the Village will take all reasonable steps to eliminate the conduct creating such an environment.

Education/Training

Education and training for employees at each level of the work force are critical to the success of the Village's policy against sexual harassment. The sexual harassment policy will be sent to all current employees who will be asked to sign a receipt for and read the policy.

As part of general orientation, all recently hired employees will be given a copy of and requested to sign a receipt for and read the Village's sexual harassment policy so that they are on notice of the standards of behavior expected.

All employees will participate on Village time in annual seminars that describe workplace sexual harassment and teach strategies for resisting and preventing sexual harassment. Employees with supervisory authority over other employees, and all employees working in a managerial capacity, will receive further training on duties of supervisory personnel.

Legal Rights Under Law

Any employee who believes he/she has been subjected to sexual harassment has the right to file a complaint with the Illinois Department of Human Rights, 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6245 and/or the Equal Employment Opportunity Commission, 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713. The Illinois Human Rights Act provides that complaints of harassment must be filed within **one hundred eighty (180) days** of the alleged incident. A complaint with the EEOC must be filed within **three hundred (300) days** of the alleged incident. It is also a violation of Section 6-101 of the Illinois Human Rights Act to retaliate against an employee for opposing or complaining about conduct believed to be a violation of the Act.

NOTE: The Village reserves the right to amend the policy from time to time.

Drug Policy

The Village is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the Village has adopted a drug and alcohol policy ("policy"). All rules and guidelines contained in the policy apply to **all** employees, regardless of rank or position, including permanent, temporary, or seasonal positions. Your supervisor will provide a copy of the policy. **(Ord. No. 2019-29; 12-30-19)**

Corrective Action

The Village holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the Village expects the employee's supervisor to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be

appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, the Village considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of Village property, use of company equipment and/or company vehicles without prior authorization by a supervisor, or untruthfulness about personal work history, skills, or training.

Safety

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate remedy such situations, may be subject to disciplinary action including termination of employment. In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor.

FRINGE BENEFITS

Insurance

Health, dental, and life insurance are paid in full by the Village for the employee. If the employee wishes to add **one (1)** or more family members to their health insurance, the employee pays **ten percent (10%)** of the difference between the employee premium and the added person(s) premium. Vision insurance is offered, but is the full responsibility of the employee.

Provided the Village's carrier of group medical and hospitalization insurance allows such coverage, the Village will allow a retired employee to continue coverage at his/her expense under the Village group plan until the employee reaches the age of **sixty-five (65)**.

Retirement

Full time permanent employees are covered by one of the following pension plans according to the employees' classification.

IMRF Illinois Municipal Retirement Fund (1,000 hour requirement)
Bethalto Police Pension Plan

The IPPFA (Illinois Public Pension Fund Association) is available to all full-time employees.

Longevity

All full time, non-elected employees of the Village shall receive longevity. Those employees shall have the following incremental increase in their basic pay rate depending on their respective years of service.

- (A) After four years – 2%
- (B) After eight years – 4%
- (C) After twelve years – 6%

Overtime Pay

Non-bargaining unit employees (clerical full time and temporary full time personnel) working a regular schedule of at least **seven and one-half (7 ½) hours** a day and **five (5) days** per week will be paid overtime for any hours worked over **eight (8)** per day or **forty (40) hours** per week.

Part-time personnel will be paid overtime for any hours worked over **forty (40)** in a normal work week.

Bargaining unit employees should refer to their respective contracts for overtime pay.

Vacations

Vacations are available to all permanent employees. Unless provided otherwise by contract, all permanent full-time employees shall accrue vacation annually as follows:

One (1) week (forty (40) hours) after **one (1) year** as of anniversary date, then on the calendar year.

Two (2) weeks (eighty (80) hours) for the third through the fifth year.

Three (3) weeks (one hundred twenty (120) hours) for the sixth through the twelfth years.

Four (4) weeks (one hundred sixty (160) hours) for the thirteenth through the twentieth years.

Five (5) weeks (two hundred (200) hours) after twenty years.

Vacation hours will be posted to the employee's credit in January of each calendar year. Vacation requests are to be approved by the department supervisor; in the event of scheduling conflicts, seniority will dictate preference. Employees may be paid for vacation earned and not taken in excess of **eighty (80) hours** per year. Unused vacation will be paid, if employee desires at the time of his/her retirement, termination, or in the event of death to his/her heirs.

Education

The Village will pay an employee an education allowance of **Two Hundred Fifty Dollars (\$250.00)** for an Associate's Degree and **Five Hundred Dollars (\$500.00)** for a Bachelor's Degree.

Contact your supervisor for any other questions concerning education allowances.

Training

Classes, programs, or courses will be reimbursed by the Village for employees who are requested by their supervisor or department head to attend such training intended to increase their knowledge, skills, and abilities for their position with the Village.

Transportation, if available, will be provided by the Village to approved training or schooling. If transportation is not available, the employee driving will receive the mileage rate set by local ordinance if he/she uses his/her personal automobile.

Employees who attend approved schooling in a locality that requires travel time will not be paid for the travel time.

Employees who attend approved schooling or training requiring travel of **one (1) hour/sixty (60) miles** each way and the training is of **two (2) days** or more in duration, will have the option of staying the night with the lodging paid by the Village.

Provision for this training is contingent upon having the necessary funds appropriated into the fiscal year budget and final approval by the Department Head.

Tuition/Training Reimbursement

In the event an employee's employment with the Village is terminated by either party within **one (1) year** after reimbursement has been granted, the Village shall have the right to demand repayment of such reimbursement. If the employee is laid off due to work force reduction, reimbursement will not be required. **(Ord. No. 2025-13; 08-12-25)**

Sick Leave

Employees shall be entitled to **eighty (80) hours** of sick leave each year. Sick hours provided to the employee will be posted to their credit in January of each calendar year. Probationary employees will be entitled to **thirty-two (32) hours** sick leave after completion of **thirty (30) days** of employment. The probationary employees will continue to receive **eight (8) hours** of sick leave every **three (3) months** for the remainder of their probationary period. An employee may accumulate a total of **one thousand (1,000) hours** of sick leave. An employee absent because of illness must contact his/her supervisor as soon as possible prior to his/her scheduled starting time. Upon the employee's termination, retirement, or disability, the Village will purchase **twenty-five percent (25%)** of the accumulated unused sick leave provided the employee has completed **ten (10) consecutive years** of employment.

Maternity Leave

Female employees who become pregnant may continue to work through the course of their pregnancy. The Village may require a physician's written certification indicating the employee is capable of safely performing her normal work duties during the term of the pregnancy.

When the employee is no longer able to work due to her pregnancy, the employee is eligible for leave according to the Family and Medical Leave Act (FMLA). The employee may, at this time, use accrued sick leave, vacation leave, or unpaid leave under the FMLA up to a total of **twelve (12) weeks**.

Family Medical Leave Act – FMLA

To be eligible for FMLA, employees must have worked for the Village for a total of **twelve (12) months** and worked at least **one thousand two hundred fifty (1,250) hours** during the **twelve (12) months** prior to the start of the FMLA leave.

Employees eligible for the leave are entitled to a total of **twelve (12) weeks** of unpaid leave during any **twelve (12) month** period for the following reasons:

- For the birth and care of a newborn child;
- For the placement and care with the employee of a child for adoption or foster care.

- For the care of an immediate family member (spouse, child, or parent) with a serious health condition.
- When the employee is unable to work because of a serious health condition.

Employees should consult their supervisors for further definitions and conditions regarding the Family Medical Leave Act.

Personal Days

All employees (excluding probationary) are entitled to **sixteen (16) hours** of personal leave time per calendar year. Such hours should be requested at least **twenty-four (24) hours** in advance and shall be considered as long as such request does not adversely affect the operation of the department. Further, all employees (excluding probationary employees) who do not use any sick leave in the preceding year is granted an additional **eight (8) hours** personal leave per year. Personal days may not be accumulated from year to year.

Military Leave

Employees who enter the Armed Forces of the United States, will upon completion of such duty, be granted re-employment as provided under the Military Services Act.

Jury Duty

Any employee summoned for jury duty or subpoenaed as a witness for an incident that occurred while working for the Village, shall be excused from work for the days he or she serves. It is the responsibility of the employee to inform his/her supervisor of any call to jury duty or serve as a witness immediately. An employee is expected to report to work any day he/she is excused from jury duty. Employees shall receive, for each day of service he/she would have worked their regular scheduled hour's pay at their straight time rate. The employee will present proof of service for jury duty or service as a witness and the amount of pay, if any, received for the service upon return to work. The payment received by the employee for such duty will be signed over to the Village.

Funeral Leave

An excused leave with pay will be allowed for a maximum of **three (3)** scheduled shifts commencing the day of death and ending the day after the funeral for those family members listed below:

Spouse
Child, step-child
Parents, step-parents
In-laws, mother, father, sister, brother, son, daughter
Grandparents, grandchild, grandparents-in-law
Any person for whom the employee is a legal guardian

Light Duty

Occasional light duty may be available so that an employee may return to work more quickly. This light duty is available only with the consent of the department director. If no light duty is available, the employee must remain off work until released by a doctor for full duty. **(Ord. No. 2025-13; 08-11-25)**

Holidays

The Village observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Internet Use

Village employees are allowed use of the internet and email when necessary to serve customers and conduct Village business. Employees may use the internet when appropriate to access information needed to conduct business of the Village. Employees may use email when appropriate for Village business correspondence.

Use of the internet must not disrupt operation of the Village computer network. Use of the internet must not interfere with an employee's productivity. Employees are responsible for using the internet in a manner that is ethical and lawful.

Internet message are public and not private. The Village reserves the right to access and monitor all files and messages on its systems.

Employment Termination

Below, are examples of some of the circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Termination – involuntary employment termination initiated by the Village.
- Layoff – Involuntary employment termination initiated by the Village for non-disciplinary reasons.

When an employee intends to terminate his/her employment with the Village, he/she shall give at least **two (2) weeks** written notice.

Since employment with the Village is based on mutual consent, both the employee and the Village have the right to terminate employment at will, with or without cause during the probationary period for new employees.

Any employee who terminates employment with the Village shall return all files, records, keys, and any other materials that are property of the Village. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to the Village will also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

Residency

All employees of the Village are required to reside within the corporate limits within **twelve (12) months** of employment. If a Village employee chooses to move outside the Village limits that employee shall be terminated effective the date of said move. Any deviation of this policy must be approved by the Village Board in regular session.

Employee Assistance Program

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, by the recommendation of a supervisor, or as a requirement of the terms and conditions of the Village Drug Policy.

When a request is made for assistance through self-referral, or by supervisor recommendation, confidentiality will be maintained between the employee seeking assistance and the employee assistance counselor.

Rehabilitation itself is the responsibility of the employee. For an employee enrolled in a formal treatment program which requires the employee to be off work on scheduled work shifts, the Village will grant leave at full pay up to the employee's accumulated sick leave. An employee using up accumulated sick leave will then be allowed to use vacation and accumulated "comp" time.

To be eligible for continuation of employment while on rehabilitation, the employee must maintain at least weekly contact with the Mayor or his designee and must be continuously enrolled in a Village approved drug/alcohol treatment program and must actively participate in such program.

Upon successful completion of the employee's rehabilitation action plan, the employee will be tested and the results of the test must be negative before the employee will be returned to active status. Such return will be without reduction of pay or loss of seniority.

Outside Employment

Employee may engage in outside employment after first submitting a letter of notice stating the nature of said outside employment to the Department Head and Mayor. The Village shall permit outside employment, provided that:

- The outside work will not affect the quality of the employee's work for the Village.
- The outside work will not prevent the employee from devoting primary interest to the accomplishment of the employee's work for the Village.

- The outside work will not create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village.
- Outside work with Village equipment or on Village time will not be allowed, unless specifically authorized and under the direction of a department head, with approval of the Mayor.
- Employees injured on an outside job shall not accrue vacation or sick leave for any time lost due to such an accident is not eligible for worker's compensation.

TELEPHONE USAGE

The Village's telephones are intended for the use of serving our residents/customers and in conducting Village business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal calls should be kept brief to avoid congestion on the telephone line.

Some employees will be issued mobile phones for work purposes. The Village will allow personal calls on those phones, but the conversations must be of importance and be kept to a minimum of minutes. If an employee exceeds the minutes of the plan assigned to his/her phone the employee will be billed for those minutes unless documentation is provided to prove the time is work related.

(See Article V – Social Media Policy in this Chapter)

EXHIBIT "B"

**REVISED MEMORANDUM OF UNDERSTANDING OR
COLLECTIVE BARGAINING AGREEMENT**

**VILLAGE OF BETHALTO, ILLINOIS
AND
EMPLOYEES OF WATER DEPARTMENT AND
DEPARTMENT OF PUBLIC WORKS OF
THE VILLAGE OF BETHALTO, ILLINOIS**

**(EMPLOYEES REPRESENTED BY LOCAL 338 OF
THE LABORER'S INTERNATIONAL UNION OF NORTH AMERICA)**

**MAY 1, 2018
TO
APRIL 30, 2022**

ARTICLE I – INTRODUCTION TO MEMORANDUM OF UNDERSTANDING

The Board of Trustees of the Village of Bethalto and the Employees of the Water Department and Department of Public Works, represented by Local 338 of the Laborer's International Union of North American enter into the following Memorandum of Understanding and/or collective Bargaining Agreement with regard to establishing rates of pay, wages, hours of work and conditions of employment of the Employees covered by this Agreement.

An original Memorandum of Understanding was entered into between the parties hereto on April 6, 1978.

This Memorandum of Understanding and/or Collective Bargaining Agreement, upon acceptance by the parties hereto, shall represent a current and up-to-date presentation of all agreements between the parties hereto and which embodies within its' terms the original Memorandum of Understanding and also embodies within its' terms the negotiations for the new contract effective May 1, 2018, and to continue through April 30, 2022.

The Board of Trustees of the Village of Bethalto is responsible, by law, for the operation, maintenance and care of the assets and facilities of the Village and is responsible for the health, safety and welfare of the residents of the Village. Notwithstanding any part of the following Revised Memorandum of Understanding, the Board of Trustees, either in concert or through its duly appointed representatives, retains the right, commensurate with its responsibility to make such decisions as may be necessary to assure that personnel procedures, guidelines and policies accomplish the tasks required of the Board of Trustees by law.

ARTICLE II – SENIORITY

The System of seniority anticipated by this Article is established to provide a method of creating job security without interfering with the responsibility of the Village to provide services to the citizens of Bethalto. Therefore, although seniority is a factor of considerable importance, it is by no means controlling. The Village will consider the qualifications of individual Employees

as they are required by the work to be assigned as of equal or greater weight than time in service.

Section 1. The seniority of each Employee shall extend from the date from which he/she qualified for entrance into the Illinois Municipal Retirement Fund. If any Employee's service began prior to his/her entry date in the Illinois Municipal Retirement Fund, excluding any probationary period of employment, the Employee shall be given seniority credit for each month he/she was employed prior to his/her entry into the Illinois Municipal Retirement Fund.

Section 2. All full time Employees will serve a probationary period of **twelve (12) months**. An Employee will not accumulate any seniority benefits until he/she has completed his/her probationary period. During this probationary period the Employee and the Village have the opportunity to determine whether the Employee is suitably qualified and whether or not the work is suitable for the employee. Employees will normally receive a pay below the normal pay rate during the probationary period. Such Employee's pay shall be increased to be effective immediately after completion of the probationary period.

Section 3. Seniority shall be a factor in layoffs, recalls, promotions and demotions, providing the senior Employee within a classification is qualified to perform the work to be assigned.

Section 4. Employees who have satisfactorily completed their probationary period and who are subsequently transferred or promoted to another position, may return to their old position, if the Employee or the Village desires. The Employee or the Village must give notice of the desire for the Employee to return to his/her former position within **two (2) months** of assuming the new position.

Section 5. Overtime will be distributed equally on an annual basis among the Employees who are qualified to perform the work required. When possible, qualified employees will be called by their supervisor on a rotating basis. In the event of an emergency situation, the supervisor shall have the option of calling those Employees he/she feels will immediately respond, skipping those Employees with less annual overtime who, by their past overtime record or by their expressed desire, are not likely to be willing to respond. Refusal to work overtime or inability of the supervisor to contact an Employee shall be considered refusal to work.

Section 6. An Employee shall lose seniority rights:

- (A) If he/she quits or resigns for any reason;
- (B) If he/she is discharged, unless the discharge is reversed;
- (C) If he/she is absent from work for more than **five (5) days**, unless said absence is excused by the Village;
- (D) If the Employee has not been recalled from a layoff for more than **twelve (12) months** from last day of employment.

Section 7. Seniority lists shall be brought up-to-date at least annually as of January 1st and shall be posted in a conspicuous place.

ARTICLE III – JOB STEWARD

Section 1. There will be a Steward to see that the members of the Union live up to the rules of the Union and the Village and to represent the Employee in adjusting grievances. Said Steward shall be appointed by the Union and no discrimination, favorable or otherwise, shall be shown to the Steward by the Village. It is agreed by the Union that there shall be no interruption of work in progress caused by the Steward in his/her performance as Steward on Union matters and all duties will be performed by the Steward after normal duty hours, including the adjustment of grievances.

Section 2. When a Supervisor wishes to discuss matters relating to discipline with an Employee, the Employee has the elective right to have the Steward or a Union representative present.

ARTICLE IV – TIME OFF FOR UNION ACTIVITIES

The Village agrees to grant the necessary time off without pay and without discrimination or loss of seniority rights to any Employee designated by the Union to attend a Laborer's Conference or Convention, subject to the requirements and needs of the Village.

ARTICLE V – GRIEVANCE PROCEDURE

Any Employee with a complaint, grievance, or dispute with reference to the application of or compliance with any provision of the policies set forth elsewhere in this document shall be entitled to settle the complaint, grievance or dispute in the following manner:

Section 1. The Employee shall advise his/her most immediately supervisor of the subject matter or the occurrence from which his/her complaint arises within a **five (5) working day** period after the Employee becomes aware of the problem. Every reasonable effort will be made by the Employee and his/her supervisor to settle the problem promptly.

Employees have **five (5) working days** to file a grievance (change from **three (3)** specified), change all references of days in Article V to "Working Days".

Section 2. If the problem is not settled to the Employee's satisfaction as set forth in Section 1 above, the complaint shall be submitted to the Director of Public Works of the Village in writing who shall respond in writing to the Employee within **one (1) week** of the receipt of the written complaint.

Section 3. If the problem is not settled to the Employee's satisfaction as set forth in Section 2 above, the Employee, the supervisor and the Director of Public Works shall seek the advice and counsel of the Mayor of the Village. The Mayor shall be advised of the Employee's dissatisfaction with the results of the process set forth in Section 2 above within **three (3) working days** after the Director of Public Works submits his/her response, and the Mayor shall call a meeting within **four (4) working days** of his/her receiving said notice of dissatisfaction. The Mayor shall attempt to resolve the problem and shall make recommendations for resolution within **one (1) week** of the meeting required by this paragraph.

Section 4. If the Employee is not satisfied with the recommendation of the Mayor as set forth in Section 3 above, the Employee shall submit his/her Complaint in writing to the Board of Trustees of the Village and his/her Complaint shall be set for discussion by the Board at the next regular meeting after the Complaint is submitted. Upon presentation of all facts by all parties, the Board will consider the problem as so stated and will act accordingly within **one (1) week**.

Section 5. The Board's decision shall be in writing and shall be final and binding upon all parties concerned.

Section 6. The Employee has the elective right to have the Job Steward or a Union representative present at any step of the grievance procedure, and the Job Steward or Union representatives so elected may act on behalf of the Employee.

ARTICLE VI – SAFETY AND HEALTH RULES

Section 1. All Employees are to abide by the safety rules and traffic regulations of the Village.

Section 2. The Village will furnish all necessary safety and health equipment such as raincoats, boots, rainhats, overshoes, and gloves to each Employee individually. The Employees will be responsible for the care and accounting of all equipment issued by the Village.

Section 3. All accidents and injuries will be reported by the Employee to the Supervisor of Public Works as soon as practicable after the occurrence. If medical attention is required, the Employee shall be sent to the doctor or hospital at once. Any medical expenses incurred as result of a work related accident or injury shall be paid by the Village.

Section 4. There shall be a minimum of **three (3) men** on a crew when working under dangerous conditions.

ARTICLE VII – DISCHARGE

Section 1. Employees shall not be discharged or suspended except for just cause. "Just cause" shall include but not limited to the employee's failure or refusal to perform the work assigned, the Employee's failure or refusal to act in a responsible manner in the conduct of his/her job-related activities or the failure or refusal of an Employee to respond to an emergency or critical situation affecting the safety and welfare of the residents of the Village.

Section 2. The Director of Public Works may elect to suspend an Employee without pay rather than discharge the Employee, if the Director believes the infraction complained of does not warrant a dismissal, the Director believes the employee and the Village will benefit from retaining the employee, after the employee has been sanctioned for his misconduct. The duration of an Employee's suspension shall be commensurate with the circumstances surrounding the Employee's misconduct but shall in no event exceed **thirty (30) days**.

Section 3. A discharge or suspension may be effective immediately upon notice to the Employee.

Section 4. The Director of Public Works shall provide the Employee with written explanation for the discharge or suspension. The explanation shall include the effective dates of the discharge or suspension, if the suspension or discharge was not effective as under Section 3 of this Article.

Section 5. The Village desires each and all public works and water department employees excluding office staff be CDL licensed. Effective with this contract, each existing employee has **one hundred eighty (180) days** to obtain their CDL and give a copy to their supervisor, after such time if the employee has not been successful in obtaining said license, a one-time grace period of **ninety (90) days** will take effect. If the employee fails to obtain their CDL license within the grace period, the employee will be discharged. All new hires have to obtain their CDL license within the one-year probationary period, if not the employee will be discharged. **(Article VII Section 5 is an open item under negotiation as of March 8, 2019.)**

ARTICLE VIII – UNION SECURITY

Section 1.

(A) It is understood that all Employees hired by the Village and coming under the jurisdiction of Local 338 are to join the Union within **twelve (12) months** after employment. All monthly dues will be checked off and submitted to the Secretary-Treasurer of Local Union 338, provided the Employee signs a payroll deduction authorization.

(B) The Village agrees to deduct from each Employee's pay every month the monthly membership dues as may be established by the Union. Once a month, the Village will forward to the Union the following:

- (1) A list of Employees for whom the Union dues were deducted and the amount of such deduction.
- (2) A check to cover the total amount of such dues withheld each month.

Section 2. Present Employees who are members of the Union or who hereafter become members of the Union shall, as a condition of employment, maintain their membership in the Union.

ARTICLE IX – HOURS OF WORK

Section 1. **Eight (8) hours** shall constitute a day's work commencing at **7:00 A.M.** and ending at **3:30 P.M.**, allowing **thirty (30) minutes** for lunch. **Forty (40) hours** shall constitute a week's work, Monday through Friday. The commencing hour is subject to change by the Village to take advantage of seasonal situations which may facilitate the production of the work required. All work over **eight (8) hours in one (1) day** or over **forty (40) hours in one (1) calendar week** shall be paid at the rate of time and one-half. All work performed on a paid holiday shall be paid at the rate of time and one-half in addition to the pay for the holiday.

Section 2. An Employee called in after regular working time shall receive a minimum of **two (2) hour's** credit of pay at the rate of time and one-half. The employee is to be available during the entire **two (2) hours** if needed. A second call out during the initial **two (2) hour** period will not result in double pay for the same period of time. Partial hours worked will be rounded up to the next hour for time worked in excess of **thirty (30) minutes**.

Section 2a. For overtime other than call outs addressed in Section 2 above, employees will be paid for exact time worked as logged in and out per the Timeclock software via a mobile app.

Section 3. Any full-time Employee reporting to work and released due to lack of work, breakdown or weather shall receive a minimum of **one (1) hour's** pay.

Section 4. Employees shall be given a meal allowance of **Six Dollars (\$6.00)** when working more than **ten (10) hours** but less than **sixteen (16) hours**, consecutively, in any one day. Employees shall be given a meal allowance of **Twelve Dollars (\$12.00)** when working more than **sixteen (16) consecutive hours**. The Employee shall have his/her next regular pay check credited with all meal allowances for the respective pay period.

Section 5. Employees shall be given **one (1) fifteen (15) minute** rest period in the morning without loss of pay during the normal work shift. The period may be designated by the Village.

Section 6. Employees will be designated to perform standby duty by the Director of the Public Works under the following terms and conditions:

- (A) All qualified Employees by rank of seniority will be rotated on the standby duty and given equal opportunity to serve;
- (B) The standby Employee shall serve from **3:30 P.M.** Friday for **one (1) week** until **3:30 P.M.** the following Friday when relieved by the oncoming Employee;
- (C) The standby duties shall include:
 - (1) Monitoring the water plant and sewer facilities as required during hours when an Employee is not on duty at the water plant;
 - (2) Responding to service calls from water customers after normal working hours;
 - (3) Responding to calls in behalf of Public Works after normal working hours.
- (D) The standby Employee shall receive **twelve (12) hours** compensation at his/her regular pay rate for performing the aforementioned duties. Field work will be paid at the overtime rate based on a **two (2) hour** minimum to the employee that performs said field work.
- (E) In the event the standby Employee is required to perform duties in addition to those mentioned within this subsection, such as snow removal, water line or sewer line maintenance, he/she shall be entitled to compensation at time and one-half his/her regular hourly rate.

Section 7. Payday will be every **two (2) weeks** on alternate Fridays. The Village will submit a check stub to the Employee indicating gross pay, net pay, beginning and ending pay period, rate of pay per hour, total regular hours, total overtime hours, compensation for standby duty, all Employee authorized deductions, and all deductions required by law.

Section 8. The paycheck received by the Employee shall be for a period ending the Friday before each payday, thus allowing the Village **one (1) week** to account for all regular and overtime and to accurately prepare the records and paychecks.

ARTICLE X – PROMOTIONS

Section 1. All permanent job vacancies within a classification, supervisory excluded, will be filled by the Employee with the most seniority who is willing and qualified to assume the duties required.

Section 2. Employees shall be advised of job vacancies within a classification by posting of the job description and pay rate for a period of **three (3) days** and awarding the job within a reasonable time thereafter in accord with the process set forth in Section 1 of this Article.

Section 3. In the event persons are not qualified or do not wish to assume the new position, the Village shall seek to fill the vacancy from other sources.

ARTICLE XI – LEAVES OF ABSENCE

Section 1. Any full-time, permanent Employee may be granted a leave of absence without pay or benefits when approved by the proper authority under the following terms and conditions:

(A) All leaves of absences without pay of **thirty (30) calendar days** or more must be approved by the Village. Leaves of absence of less than **thirty (30) days** may be handled as an excused absence.

(B) A leave of absence may be granted for a period not to exceed **one (1) year**.

(C) Extensions of approved leaves of absence, not to exceed **one (1) year** each must be approved by the Village.

(D) All leave with pay provided by the Village must be exhausted prior to an employee receiving time off as permitted under FMLA.

Section 2. A leave of absence without pay or benefits may be granted when the requirements of the department permit and when such leave is for prolonged illness or injury extending beyond accumulated vacation or sick leave, maternity cases, or for any exceptional personal reason if approved by the Village. Upon expiration of a leave of absence, the Employee shall be eligible for reinstatement to his/her former position or to one of similar requirements and compensation.

Section 3. The Employee who is granted a leave of absence shall not accrue any seniority, sick leave, vacation or retirement benefits during the term of the leave of absence nor shall he/she be eligible for promotions which may become available during the term of the leave of absence.

Section 4. Allowance for Jury or Witness Service. An Employee who is called for jury service or subpoenaed as a witness for an incident that occurred while at work, shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned; whether or not he/she is used.

Such Employees shall receive, for each such day of service in which he/she otherwise would have worked, the difference between the payment he/she receives for such service in excess of **Five Dollars (\$5.00)** and their regular scheduled hours pay at their regular straight time hourly rate including longevity pay. Such pay shall be based on the number of days such Employee would have worked had he/she not been performing such service (plus any holiday in such period which he/she would not have worked). The Employee will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 5. Early Leave. When an employee is leaving the employment of the Village because of a Permanent disability, retirement, or is vested in his/her pension, the employee may select to leave active duty early and exhaust his accrued vacation, sick leave, comp time, and personal hours prior to his/her retirement. Such a leave must be approved by the Mayor provided the leave request is feasible and fiscally possible. Such leave shall not be unreasonably denied. When an employee sets an early retirement date, normal retirement date, or date he/she begins to receive disability payments, he/she will be paid on a bi-weekly basis for all accumulated vacation, sick leave, comp time, and personal hours he/she has accumulated. Once an employee begins to receive the payout, he/she will no longer be eligible to accrue future benefits of sick time, personal time, or vacation time.

Section 6. The early retirement option in Section 5 above is eliminated as of **May 1, 2016**. Employees will be paid for all leave time at the time of their retirement with **fifty percent (50%)** paid at retirement and the balance paid in the first pay period of the first fiscal quarter following the date of retirement.

ARTICLE XII – SICK LEAVE AND EXCUSED ABSENCE

Section 1.

(A) Employees shall be entitled to **eighty (80) hours** sick leave each year. An Employee may accumulate a total of **one thousand (1,000) hours** of sick leave including sick leave accumulated as of the date of execution of this Agreement. Newly hired Employees will begin earning sick leave at the rate of **six (6) hours** per month beginning the first of the month following **two (2) months** of employment.

(B) At the end of a calendar year, **fifty percent (50%)** of the value of the employee's unused sick leave for that year, and up to **eighty (80) hours** of unused vacation pay may be placed into the employee's 457(b) plan.

(C) The dollar value of all hours accumulated in excess of **one thousand (1,000) hours** will be placed in the employee's 457(b) plan.

(D) Upon the employee's termination of employment, retirement or disability, the Village will purchase **fifty percent (50%)** of the employee's accumulated unused sick leave with the dollar value being placed in the employees 457(b) plan or lump sum to be to the employee provided the employee has completed **ten (10) years** employment with the Village.

Section 2. Employees shall be entitled to be compensated for regular time lost due to sickness or illness by applying for use of accumulated sick leave; provided that, the employee has not exceeded his/her total accumulated sick leave, and the Employee presents a release signed by the treating physician for any sick leave that last for **three (3) consecutive days** or more. Sick leave will be charged in increments of **two (2) hours** or greater.

Section 3. In the event an Employee is determined to have abused his/her right to apply for sick leave benefits, he/she shall:

- (A) Reimburse the Village for all costs incurred by the Village in providing the sick leave benefits that are determined to be abusive; and
- (B) Be subject to suspension without pay for not less than **ten (10) days**; and
- (C) Be subject to such other disciplinary proceedings and actions that may be deemed appropriate by the Village Board of Trustees, including termination.

Section 4. The determination as to whether any Employee has abused his/her right to apply for sick leave benefits shall be made by the Village Board of Trustees, whose determination shall be final, subject only to the grievance procedures contained in Article V of this Memorandum of Understanding.

Section 5. Employee shall be entitled to **two (2) days** of excused absence each year. An excused absence will be at the determination of discretion of the Department Supervisor. An Employee may not accumulate excused absence days.

Section 6. No more than **one hundred sixty (160) hours** of accumulated Compensation Time shall be carried over into the next calendar year.

ARTICLE XIII – FUNERAL LEAVE

In the event of a death in the Employee's family, he/she shall be granted a maximum of **three (3) days** off with compensation for any loss of regular work days during the **three (3) days**. If additional time is needed for funeral leave, the Employee shall be charged against his/her accumulated vacation time, if additional time is granted by the Village. The Employee's family shall include husband, wife, mother, step-mother, father, step-father, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild, grandfather, grandmother, grandfather-in-law, or grandmother-in-law, and person who the Employee is the legal guardian of.

ARTICLE XIV – VACATIONS

Section 1. All Employees shall be entitled to vacation leave with pay at the following rates:

- (A) **One (1) week** per year during the second year of service after **one (1)** full year of service.
- (B) **Two (2) weeks** per year during the third through fifth year of service after **two (2)** through **four (4)** full years of service.
- (C) **Three (3) weeks** per year during the sixth through twelfth year of service after **five (5)** through **eleven (11)** full years of service.
- (D) **Four (4) weeks** per year during the thirteenth through twentieth year of service after **twelve (12)** through **nineteen (19)** full years of service.
- (E) **Five (5) weeks** per year after **twenty (20) years** of service.

Section 2. Vacation schedules shall be subject to the exigencies of the Village but consideration may be given to the Employee's requests whenever possible. If more than **one**

(1) Employee requests vacation for the same period, Employees with greater lengths of service shall have priority. Employees may be permitted to split their vacation with the consent of the Public Works Director.

Section 3. Employees may carry-over **forty (40) hours** of vacation time to the next calendar year. Any vacation hours carried over are to be used during the first calendar quarter.

Section 4. Employees may be paid for vacation earned and not taken in excess of **eighty (80) hours** per year.

Section 5. Unused vacation will be paid, if Employee desires, at the time of his/her retirement, termination, or in the event of death to his/her heirs.

ARTICLE XV – PAID HOLIDAYS

Section 1. Paid holidays shall include Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr's Birthday, President's Day and Veteran's Day. In the event any of the above-mentioned holidays fall on Saturday, the day before shall be observed as such holidays. If the holiday falls on Sunday, the day after shall be observed.

Section 2. A holiday worked will count as a day worked for computing overtime.

Section 3. Scheduled time off immediately prior to or immediately after a Holiday will not affect Holiday Pay. Employees taking an unscheduled sick day on a shift immediately prior to or immediately after a Holiday shall forfeit the **eight (8) hours** Holiday pay.

Section 4. When there is a Holiday during the work week the man on call is paid **eight (8) hours** straight time for the holiday as are other employee, but the on call person is also required to clock in and perform duties on the holiday so he receives an additional **eight (8) hours** straight time pay for the normal work hours of **7:00 A.M. – 3:30 P.M.**

Section 5. Office staff has the option of either taking a vacation day or working on Good Friday and the Friday after Thanksgiving. Office staff will no longer be forced to use vacation time on those days.

ARTICLE XVI – UNEMPLOYMENT COMPENSATION

The Village shall comply with the Federal and State of Illinois legislation in regard to Unemployment Compensation Insurance for Employees.

ARTICLE XVII – SUPERVISORS/LEAD FOREMAN

Section 1. A Supervisor shall be defined as a person who is responsible for directing the work of other Employees; or who provides advice in regard to the hiring, promotion, demotion, transfer, assignment, reassignment, retention or dismissal of Employees; or who recommends

suspension or discharge of Employees for just cause; or who is responsible for maintaining the efficiency of governmental operations; or who relieves Employees from duties because of lack of work or for the other legitimate reasons; or who takes action as may be necessary to carry out the purpose of the work unit in emergencies; or who determines the methods, means and personnel by which operations are to be carried on.

Section 2. Except as permitted by job classification or job description, a supervisor shall act only in such capacity and shall not perform any work normally performed by Employees under their supervision except in an emergency or for training purposes.

Section 3. An emergency is defined as a situation requiring immediate response to protect the safety and welfare of the residents of the Village or to protect the equipment, fixtures, or assets of the Village.

Section 4. Lead Foreman will perform the same tasks as Public Works Director in Director's absence. The Lead Foreman will be responsible for assigning jobs and work detail on a daily basis. Lead Foreman will also assign needed personnel to specific tasks as needed. Will mandate overtime when needed and will perform all duties as directed by the Mayor and/or Village Board.

ARTICLE XVIII – RETIREMENT PLAN

Section 1. The Village agrees to continue participation for all employees of the Bargaining Unit in the Illinois Municipal Retirement Fund as required under state statute.

ARTICLE XIX – GROUP HEALTH INSURANCE

Section 1. The Village will maintain and continue the employee healthcare cost reimbursement plan currently in effect for the duration of this Agreement.

Section 2. Provided the Village's carrier on Group Medical and Hospitalization Insurance allows such coverage, the Village agrees to allow a retired employee to continue coverage at his/her expense under the Village Group Plan until such time as employee is qualified for coverage by Medicare.

Section 3. If the Village, for any reason, changes medical insurance carriers, the Village will use every effort in an attempt to secure reasonably like benefit coverage from the new carrier. The Village will give the Union advance notice of any intent on its part to change carriers and an opportunity to discuss the issue before finalizing a decision to change carriers.

Section 4. During the term of this Agreement, the Village will continue to maintain a Healthcare Reimbursement Account (HRA). Any unused balance in the HRA account at the end of the fiscal year shall be carried over to subsequent years for the purpose of mitigating plan participants healthcare costs. As of **May 1, 2019** Retirees are not eligible to participate in the HRA.

Section 5. The Village will provide at no cost to the employee the following Term Life Insurance for the employee, the employee's spouse, and the employee's children:

Employee	\$15,000
Spouse	7,500
Child	5,000

Section 6. The employee shall be responsible for **ten percent (10%)** of the dependent medical insurance premium.

Section 7. Effective **May 1, 2018**, employees shall be responsible for **seventeen and one-half percent (17.5%)** (individual) and **twenty-two and one-half percent (22.5%)** (family) of any increase in premium costs as applied to their level of coverage.

Section 8. If at any time the total employee premium contribution exceeds **Twenty-Five Dollars (\$25.00)** per pay for individual coverage or **Seventy-Five Dollars (\$75.00)** per pay for family coverage, either party may demand renegotiation of Insurance benefit coverage and contribution by notifying the other party in writing. Any such notification must take place after notice of premium contribution change, but before implementation of the new insurance period.

ARTICLE XX – LONGEVITY

Section 1. All Employees shall have the following incremental increase in their basic pay rate depending on their respective years of service:

- (A) **Two percent (2%)** after **four (4) years**.
- (B) **Four percent (4%)** after **eight (8) years**.
- (C) **Six percent (6%)** after **twelve (12) years**.
- (D) **Eight percent (8%)** after **twenty (20) years**.

ARTICLE XXI – PAY GRADES AND DESCRIPTION

Section 1. All Employees, in any pay grade, shall perform all work assignments required for the repair and maintenance of existing equipment, facilities or the construction of new facilities. All job items in a specific pay grade or job description are primary for the pay grade but not exclusive or obligatory.

Section 2. The following shall be the pay grades and job descriptions for Employees associated with the Department of Public Works and the Water Department of the Village.

(A) **Specialist/Pay Grade I.** Supervised or perform any repair or scheduled maintenance on Water Plant, well, storage facilities, and distribution system of the Water Department. Assist in reading, repairing and replacing meters. Perform maintenance on existing or installation of new streets, sidewalks, curb and gutters, park and recreational facilities, sewer service, building and bridges. Supervise and assist in the completion of the task set out in all other job classifications.

(B) **Specialist/Pay Grade II.** Supervised or perform any repair or scheduled maintenance on Water Plant, wells, storage facilities, and distribution system of the Water Department. Assist in reading, repairing and replacing meters. Perform maintenance on existing or installation of new streets, sidewalks, curb and gutters, park and recreational facilities, sewer and water services, buildings and bridges. Supervise and assist in the completion of the task set out in all other job classifications.

(C) **Specialist/Pay Grade III.** Supervise or perform any repair of scheduled maintenance on Water Plant, wells, storage facilities, and distribution systems of the Water Department. Assist in reading, repairing and replacing meters. Perform maintenance on existing or installation of new streets, sidewalks, curb and gutters, park and recreational facilities, sewer service, buildings and bridges. Supervise and assist in the completion of the task set out in all other job classifications.

Operate the Village's heavy equipment. Perform and instruct the other Village Employees in the proper use and maintenance of the Village equipment. Construct and maintain the Village's lift stations and sewer collection systems; instruct other employees in the proper installation and maintenance of lift stations and sewer collection systems. (Construct and maintain the Village's parks and recreation facilities.) Assist all other Employees in whatever job classification when necessary or as assigned.

Personnel designated by the Director of Public Works to operate all types of Village equipment. Maintain Village lift stations and sewer collection systems. Instruct other Employees in proper maintenance of lift stations and sewer collection systems. Construct and maintain the Village's parks and recreational facilities. Assist all other Employees in whatever job classification when necessary or as assigned.

(D) **Maintenance Man/Pay Grade IV.** Duties of a maintenance man may include, but not limited to the following areas in which he become skilled: parks and recreational facilities, truck driving, tractor operating, culvert replacement, road patching, lawn mowing, concrete finishing, pipefitting, plumbing, carpentry, electrical wiring, painting, all forms and type of maintenance or repair of equipment and facilities; construction of facilities and operation of necessary equipment or such other duties as may be assigned.

(E) **Utility Man/Pay Grade V.** All other full-time, non-temporary, non-probationary Employees of the Department of Public Works and the Water Department, except office and supervisory persons not specifically mentioned in this Article. Utility man duties may include, but not limited to the following: truck driving, tractor operating, culvert replacement, road patching, lawn mowing, concrete finishing, pipefitting, painting, plumbing, carpentry, electrical wiring, all forms and types of maintenance or repair of equipment and facilities, and other such duties as may be assigned.

(F) **Water Department Computer Operator/Bookkeeper.** Process daily payments and post receipts on computer.

Work as customer contact point for:

- Sign up new customers.
- Receive payments.
- Take customer complaints and forward to supervisor.
- Sign up residents for miscellaneous items such as brush pickup, leaf pickup, and other items as designated by supervisor.
- Perform additional duties as directed by supervisor.

Answer phone calls and inquiries from customers pertaining to billing, trash pickup, locating of services, other sanitary sewer and water sub jurisdictions.

Perform clerical duties associated with such equipment as listed but not limited to:

- Fax machine
- Calculators
- Copier
- Cash drawer
- Computer and printers

Perform all duties pertaining to monthly customer billings such as but not limited to:

- Calculate billings
- Balance billings
- Print bills
- Disburse bills
- Process bills for all Bethalto residents and sub jurisdictions of which we provide service
- Make billing adjustments when necessary
- Handle refunds and apply deposits to final bills
- Post penalties

Maintain file maintenance for all customer accounts as listed but not limited to the following duties:

- Set-up customer services
- Make changes to accounts as needed
- Maintain meter changes
- Maintain re-tag and delinquent accounts

Perform miscellaneous duties as listed or directed by supervisor:

- Print UCA end of month reports
- Save UCA files
- Backup for payroll and cash receipts
- Report monthly and quarterly report for East Alton
- Process daily calendar
- Bill other municipalities for fire hydrants and other miscellaneous services
- Work to collect bad debt as deemed necessary
- File liens on foreclosures and other needed delinquent payments

(G) **Automobile/Truck Fleet Mechanic.** The Village will at their discretion employ an automobile/truck fleet mechanic. The Mechanic will fall under the same existing pay grades as other union positions starting with Probationary Utility Man and will be moved to Utility Man scale upon completion of probationary period. They will then progress through the pay scales as other employees. The following is a list of duties mechanic will perform.

- Diagnoses mechanical problems, repairs and rebuilds small engines, commercial mowers, saws, self-propelled rollers, and compactors, etc.
- Diagnoses problems and repairs rolling stock such as mowing tractors, loaders, snow removal equipment, salt spreaders, etc.
- Diagnoses problems and repairs brakes, transmissions, rear-ends, clutches, hydraulic systems, valves, pumps and electrical problems.
- Performs tune-ups on Village vehicles routinely as needed.
- Welds equipment as needed.
- Prepares shop work orders on equipment repair.
- Maintains fleet program on Village fleet.
- Orders parts as needed to maintain stock; pick up parts.
- Checks and schedules work with other Village departments.
- Makes service calls as needed.
- Cleans shop, storage area and parts room.
- Performs any and all related duties as assigned.

ARTICLE XXII – PAY RATES

Section 1. The following rates of pay shall be in effect during the term of this Revised Memorandum of Understanding and/or Collective Bargaining Agreement.

Laborers

<u>Pay Grade</u>	<u>May 1, 2018</u>	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Lead Foreman	\$32.46	\$33.11	\$33.77	\$34.44
Pay Grade I	29.92	30.51	31.13	31.75
Pay Grade II	29.68	30.28	30.88	31.50
Pay Grade III	29.44	30.03	30.63	31.24
Pay Grade IV	29.21	29.80	30.39	31.00
Pay Grade V	28.97	29.55	30.14	30.74

Computer/Operator/Bookkeeping

<u>Pay Grade</u>	<u>May 1, 2018</u>	<u>May 1, 2019</u>	<u>May 1, 2020</u>	<u>May 1, 2021</u>
Level 3	\$21.93	\$22.37	\$22.82	\$23.27
Level 2	19.05	19.43	19.82	20.22
Level 1	17.31	17.66	18.01	18.37

Section 2. Educational Reimbursement. The Village will pay the cost of tuition and books for accredited job related courses, provided the course is required in the pursuance of an Associate's Degree or Bachelor's Degree in a job related area.

(A) No reimbursement will be made in cases where any federal, state or local agency or subdivision underwrites the cost.

(B) Enrollment shall be limited to the area colleges, unless otherwise authorized by the Mayor in advance.

(C) Reimbursement shall be made at the completion of the semester in which costs are incurred, provided the employee has a passing grade, completes the course and is still in the employ of the Village.

Section 3. Educational Allowance. On the first pay of July of each calendar year, the Village will pay each Employee an Educational Allowance of **Two Hundred Fifty Dollars (\$250.00)** for an Associate's Degree and **Five Hundred Dollars (\$500.00)** for a Bachelor's Degree in a job related field.

Section 4. Training and Schooling. Employees who receive approval from the Director of Public Works training or schooling shall be paid for all time lost by the employee during his/her regular working hours. Lost time due to mandatory training or schooling shall be calculated at the employee's average straight time rate of pay, and counted as hours actually worked for purposes of computing overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the Rules and Regulations adopted by the Village Board concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling. Transportation, if available, will be provided by the employer to the approved schooling or training. If transportation is not available, the employee will receive mileage allowance at the current I.R.S. rate per mile, round trip, if he/she uses his/her own personal automobile. Employees who attend training or schooling during scheduled work hours will be required to complete his/her normal schedule if the training and travel are less than **eight (8) hours**.

Employees who attend mandatory training or schooling other than during the employer's regular working hours will be paid at the employee's regular rate of pay for all time lost from portal to portal while attending the training or schooling. All time lost from portal to portal while attending the training or schooling shall be counted as hours actually worked for purposes of computing overtime premium pay.

Employees who attend training or schooling that is elective and not mandatory other than during the employee's regular working hours will be paid for all time lost from portal to portal while attending the training or schooling. All time lost from portal to portal while attending the training or schooling shall be counted as hours actual worked for purposes of computing overtime premium pay.

ARTICLE XXII – CLOTHING ALLOWANCE

On the first pay of May, but no later than May 15 of each calendar year, each full time Employee will receive a clothing allowance of **Five Hundred Twenty-Five Dollars (\$525.00)**. Any Employee not performing working within any of the **twelve (12) months** must remit back to the Village an amount equal to number of months not worked times the monthly pro rata clothing allowance. The only exception will be for retirement, sickness or accidental injury. Any Employee hired after the first of May will receive a pro rate clothing allowance for the months remaining until the following May 1st date.

ARTICLE XXIII – 457(b) PLAN

The 457(b) Plan will be funded through joint participation of the employees and the Village. The employees may contribute up to **three percent (3%)** of their base hourly rate, **eighty (80) hours** per pay period, subject to the terms and conditions of the agreed upon plan. The Village will match the employee's contribution of up to **two percent (2%)** of wages. Employees hired after **May 1, 2018** will be eligible to participate in the 457b plan but the Village will not match any contributions.

ARTICLE XXIV – RESIDENCY

Employees must live within the Village within **one (1) year** of employment and maintain residency until the completion of a total of **six (6) years** of service. After **six (6) years** of service, employees may move to within a radius of **fifteen (15) miles** of Village Hall and within the State of Illinois.

ARTICLE XXV – SAVINGS CLAUSE

In the event that any provisions of this Agreement shall at any time be declared invalid by any Court or administrative agency of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. This Agreement and all the provisions and benefits enumerated herein, shall be in effect from **May 1, 2018**, and continuing through **April 30, 2022**, and shall continue in full force and effect from year to year thereafter unless written notice to change, revise or terminate the Agreement is served upon the other party at least **sixty (60) days** prior to the scheduled expiration of this Memorandum of Understanding.

Signed this 11th day of March, 2019.

FOR THE VILLAGE

/s/ Alan Winslow

Alan Winslow
President of the Board of Trustees
Village of Bethalto

FOR THE UNION

/s/ Pat Sheppard

Pat Sheppard
Business Manager
Labor Local 338
Wood River, Illinois

EXHIBIT "C"

**AGREEMENT
BETWEEN
VILLAGE OF BETHALTO, ILLINOIS
AND
POLICEMENS BENEVOLENT
LABOR COMMITTEE**

MAY 1, 2018 TO APRIL 30, 2021

AGREEMENT

This Agreement entered into by and between the VILLAGE OF BETHALTO, ILLINOIS, (hereinafter referred to as the "Employer") and the POLICEMENS BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the "Union").

ARTICLE I – RECOGNITION

Section 1.1. The VILLAGE OF BETHALTO recognizes the Union as the sole and exclusive collective bargaining agency in respect to wages, hours, and other working conditions, for all Police Officers, Lead Dispatchers, and Dispatchers employed in the Village of Bethalto, Illinois, excluding elected Officers, Chief of Police, Lieutenant, part-time employees, clerical employees, and all other employees. Such excluded employees shall not be eligible for membership in the Union.

ARTICLE II – UNION SECURITY

Section 2.1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article 1.1, **thirty-one (31) days** after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

Section 2.2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included in this Bargaining Unit without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a member of the collective bargaining units and who tenders to the Union the periodic monthly dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE III – DUES DEDUCTION AND FAIR SHARE

Section 3.1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Policemen's Benevolent Labor Committee at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least **thirty (30) days** prior to its effective date.

Section 3.2. Dues. With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Policemen's Benevolent Labor Committee by the **tenth (10th) day** of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the **fifteen (15) day** period prior to the expiration of this Agreement.

Section 3.3. Fair Share. Employer and the Union shall comply with the Fair Share provisions contained in **5 ILCS 315/6(e) through (g)**.

Section 3.4. Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.1. The Union recognizes that, subject to the provisions of this Agreement, the management of the Village Business and the direction of the working force is vested exclusively with the Village or the Board of Fire and Police Commissioners, including but not limited to, the right to direct, plan and control operations, to establish and change working schedules, to assign work to employees, to hire, promote, transfer, suspend, discipline and discharge employees for proper cause, to establish and post reasonable rules, to introduce or improve methods or facilities, and to determine the services to be rendered.

Nothing in this Agreement shall be deemed to limit or restrict the Village in any way in the exercising of the customary functions of management described above, except that these management rights shall not be used for the purpose of discrimination against any employee because of Union activities, nor shall they be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

ARTICLE V – NO STRIKE – NO LOCKOUT

Section 5.1. The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction,

counsel, encourage, or engage in any strike, walkout, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between any place of business including the Village and any other Labor Organization including the Policemen's Benevolent Labor Committee. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises, an elected or appointed Village official's or representative's residence, place of employment or business providing the labor dispute is between the Village and the Union or any other Union representing employees of the Village.

Section 5.2. Any employee who violated the provisions of Section 5.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal regarding the discipline imposed shall be subject to Article XII – Grievance Procedure.

Section 5.3. During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 5.1, agrees to not lockout any employees covered by this Agreement.

ARTICLE VI – SENIORITY

Section 6.1. Seniority Definition. Seniority shall be defined as the length of the employee's (excluding part-time employee's) continuous service with the Village, since his/her last date of hire within the department. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. Employees who commence work on the same date shall be placed on the seniority list in accordance to the eligibility list. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. For determining sick leave and vacation entitlement, the employee's years of service with the Employer shall be used. It shall be understood that the Police Operations and Dispatching Operations shall be considered separate departments for seniority purposes.

Section 6.2. Probationary Period. All new bargaining unit employees in the Police Operations shall be considered probationary employees during the first **twelve (12) months** of hire, after which time their seniority shall relate back to their last date of hire within the Police Operations. All new bargaining unit employees in the Dispatching Operations shall be considered probationary employees during the first **twelve (12) months** of hire after which their seniority shall relate back to their last date of hire within the Dispatcher Operations. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without recourse to the Grievance and Arbitration Procedure. There shall be no seniority among probationary employees.

Section 6.3. Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall terminate for any of the following reasons:

- (A) If he or she resigns, quits, or retires;
- (B) If he or she is discharged or terminated and the termination or discharge is not reversed through the procedures set forth in this Agreement, or through court proceedings;

- (C) If he or she has been on layoff status for a period of **one (1) year**;
- (D) If he or she is absent from work for **three (3) consecutive working days** without valid excuse;
- (E) If he or she fails to return on the required date from a leave of absence or disciplinary suspension;
- (F) If he or she is convicted of a felony;
- (G) If he or she makes a willful false statement on his/her employment application, on an application for leave of absence, any police report or other Village report;
- (H) If he or she fails to report for work within the time limits, as stated by State Statute **(65 ILCS 5/10-2.1-1.8)**;
- (I) If he or she has been on sick leave for a period of **eighteen (18) months**.

Section 6.4. Gender Disclaimer. The use of masculine or feminine gender or titles in this Agreement shall be construed to include both genders and not as sex limitations.

Section 6.5. Non-Discrimination.

- (A) The provisions of this Agreement shall apply equally to all employees covered by it without discrimination on the part of the Employer or the Union.
- (B) There shall be no discrimination against anyone regarding hire or tenure of employment because of race, creed, color, national origin, sex, religion, or age.

Section 6.6. Lead Dispatcher. The Employer may appoint and remove a Lead Dispatcher. Such action is not subject to the grievance procedure.

ARTICLE VII – LAYOFF AND RECALL

Section 7.1. The layoff and recall of personnel in the Police Operations shall be in accordance to Illinois State Statute **(65 ILCS 5/10-2.1 1-18)**. There will be no hiring of new employees in police operations while any police officer is on layoff status.

Section 7.2. Layoffs. In the event the work force in the Dispatcher Operation is reduced, the first employees to be laid off shall be probationary employees. Thereafter, further reductions in the work force shall be on the basis of inverse seniority, provided, however, that the senior employees retained have the necessary present training, ability, and experience to perform the remaining required work.

Section 7.3. Recall. In the event the work force in the Dispatcher Operation is increased following a reduction, recall to work shall be in the inverse order of layoff, provided the employee recalled is able to perform the required work. There will be no hiring of new employees in the dispatcher operation while any dispatcher is on layoff status.

ARTICLE VIII – HOURS OF WORK, WORK WEEK, AND OVERTIME

POLICE OPERATIONS

Section 8.1.1. Normal Work Period – Workday. An employee's normal work period shall consist of **one hundred sixty-eight (168) hours** of work performed in a period of **twenty-eight (28) consecutive calendar days**. The normal workday shall consist of **twelve (12) hours** of work performed within a period of **twenty-four (24) consecutive hours** commencing from the start of an employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period.

Section 8.1.2. Scheduling. The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirement, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower requirements for each shift. The normal schedule shall provide at least **twelve (12) hours** of off duty time between the end of one shift and the start of another. This shall not prohibit the Village from scheduling an employee for more than **twelve (12) hours** should the need arise. Partial hours worked will be rounded up to the next hour for time worked in excess of **thirty (30) minutes**.

Section 8.1.3. Temporary Job Assignment. When an employee(s) assume(s) the responsibility for a higher paying bargaining unit position for a temporary period of time of **two (2) consecutive hours** or more, they shall be paid the rate of pay for the higher paying position, for all time spent in fulfilling the responsibilities of the higher paying bargaining unit position.

Section 8.1.4. Trading Shifts. Employees may trade shifts only with the approval of the Chief or Lieutenant. Such trade must be requested at least **twenty-four (24) hours** prior to the trade time except in cases of emergency.

Section 8.1.5. Overtime. All employees shall be required to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must have the prior approval of the Chief of Police or Lieutenant. Insofar as possible, scheduled overtime other than that of an emergency or extension of shift shall be distributed among employees covered by this Agreement in an equitable manner.

Overtime will be offered to full-time employees prior to utilizing part-time employees to fill a vacancy. Overtime will be offered as follows:

(A) If the overtime is for a full shift **twelve (12) hours**, the employee(s) on "days off" shall be contacted and offered the overtime by seniority.

(B) If no employee(s) on "days off" agrees to work the full shift, employees on days off may split the overtime into **six (6) hour** shifts by seniority.

(C) If no employee on days off agrees to work the overtime, preceding shift will be offered **four (4) hours** of overtime by seniority, and the succeeding shift will be offered **four (4) hours** of overtime prior to their shift by seniority. If no employee agrees to work the overtime, the most junior employee on the preceding and succeeding shifts will be required to work the overtime. The most junior employee on their off day who is contacted will be required to work the middle **four (4) hours** of the shift.

(D) Should an emergency situation occur the overtime procedure may be waived without penalty. An emergency as defined under this Section is cases of imminent danger to citizens or property of the Village.

However, no employees shall be required to work more than **sixteen (16) consecutive hours** as long as other employees are available. There shall be no pyramiding of overtime.

All call-outs during off-duty hours shall be paid at the rate of **time and one-half (1 ½)** the employees straight time regular rate of pay with a guaranteed minimum of **two (2) hours'** pay or the actual time worked, whichever is greater.

Section 8.1.6. Premium Pay.

(A) **Premium Pay.** **Time and one-half (1 ½)** an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of **eighty-four (84) hours** in the **fourteen (14) day** work period.

(B) **Straight Time Regular Rate of Pay.** An employee's straight time regular rate of pay shall be determined by dividing his/her annual salary and longevity by **two thousand one hundred eighty-four (2,184) hours**.

(C) **Hours Actually Worked.** Vacation, Sick Leave, of **three (3) days** in a **twenty-eight (28) day** work cycle, Workers' Comp, and Personal days shall count as "hours actually" worked for purposes of determining an employee's eligibility for Premium Pay.

Section 8.1.7. In lieu of overtime pay, the Village may grant compensatory time off on an hour for an hour and one-half basis subject to the request of the employee. Accumulation and use of compensatory time shall be consistent with the current Village practice. Effective **May 1, 2018**, the maximum number of compensatory hours that an employee may carry over to the following year shall be **one hundred sixty (160)**. Employees may elect to receive a cash payout, or transfer any portion of compensatory time into their 457b annually on **January 1st**.

Section 8.1.8. Records of compensatory time shall be maintained by the department.

Section 8.1.9. Training and Schooling. Employees who receive approval from the Chief or Lieutenant for training or schooling shall be paid for all time lost by the employee during his/her regular working hours. Lost time due to mandatory training or schooling shall be calculated at the employee's average straight time rate of pay, and counted as hours actually worked for purposes of computing overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the Rules and Regulations adopted by the Village Board concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling. Transportation, if available, will be provided by the employer to the approved schooling or training. If transportation is not available, the employee will receive mileage allowance at the current I.R.S. rate per mile, round trip, if he/she uses his/her own personal automobile. Employees who attend training or schooling during scheduled work hours will be required to complete his/her normal schedule if the training and travel are less than **ten (10) hours**.

Employees who attend mandatory training or schooling other than during the employee's regular working hours will be paid at the employee's election either pay or compensatory time for all time lost from portal to portal while attending the training or schooling. All time lost from

portal to portal while attending the training or schooling shall be counted as hours actually worked for purposes of computing overtime premium pay.

Employees who attend training or schooling that is elective and not mandatory other than during the employee's regular working hours will be paid, at the employer's election either pay or compensatory time for all time lost from portal to portal while attending the training or schooling. All time lost from portal to portal while attending the training or schooling shall be counted as hours actual worked for purposes of computing overtime premium pay.

Section 8.1.10. Educational Reimbursement. The Village will pay the cost of tuition and books for accredited law enforcement/job related courses that have been approved in advance by the Chief of Police or designee, provided such approval shall not be unreasonably withheld, provided the course is required in the pursuance of an Associate's Degree in law enforcement/job related or a Bachelor's of Science Degree. The following shall also apply:

(A) No reimbursement will be made in cases where any federal, state, or local agency or subdivision underwrites the cost.

(B) Enrollment shall be limited to the area colleges, unless otherwise authorized by the Mayor in advance.

(C) Reimbursement shall be made at the completion of the semester in which costs are incurred, provided the employee with a "C" or above passing grade completes the course and is still in the employ of the Police Department.

Section 8.1.11. Education Allowance. The Village will pay any employee other than those listed above, an Education Allowance of **Two Hundred Fifty Dollars (\$250.00)** for an Associate's Degree in law enforcement/job related and **Five Hundred Dollars (\$500.00)** for a Bachelor's Degree in law enforcement/job related courses that have been approved in advance by the Chief of Police or designee, provided that such approval shall not be unreasonably withheld.

Section 8.1.12. Voting on Election Day. The Village shall adhere to the Illinois Revised State Statute for voting on election days.

Section 8.1.13. Upon the employee's termination of employment, retirement or disability, the Village will purchase **fifty percent (50%)** of the employee's accumulated unused vacation or compensatory time with the dollar value being placed in the employee's 457b plan or lump sum to be paid to the employee provided the employee has completed **ten (10) years** employment with the Village. Effective **May 1, 2016**, this amount will increase to **one hundred percent (100%)**. Employees shall receive **fifty percent (50%)** of this payment upon retirement, and the remaining **fifty percent (50%)** of this payment in the first pay period of the first fiscal quarter following the date of retirement.

Section 8.1.14. Court Time. Employees covered by this agreement, required to attend Court or a deposition outside their regularly scheduled work hours for criminal or civil cases for an incident that occurred while in the line of duty, shall be compensated at **one and one-half (1 ½) times** the employee's straight time regular rate of pay for a minimum of **two (2) hours** or the actual time worked, whichever is greater.

Section 8.1.15. Call Back Pay. A call back is defined as a request by the employer to report for work or a meeting at a time other than the employee's normally scheduled shift.

Employees, reporting at the time and place specified by the employer, shall be paid **one and one-half (1 ½) times** the employee's straight time regular rate of pay for a minimum of **two (2) hours** or the actual time worked, whichever is greater.

DISPATCHER OPERATIONS

Section 8.2.1. Normal Work Period – Workday.

Tier 1 Dispatchers: An employee's normal work period shall consist of **forty (40) hours** of work performed in a period of **seven (7) consecutive calendar days**, beginning at **6:00 A.M.** Sunday through **5:59 A.M.** the following Sunday.

Tier 2 Dispatchers: An employee's normal work period shall consist of **thirty-six (36) hours** of work performed in a period of **seven (7) consecutive calendar days**, beginning at **6:00 A.M.** Sunday through **5:59 A.M.** the following Sunday.

Except for the Normal Work Period, Rate of Pay, and Wage Scale, all references to Dispatcher shall mean both Tier 1 and Tier 2 Dispatchers.

The normal workday shall consist of **twelve (12) consecutive hours** of work, **eight (8) consecutive hours** of work, or **four (4) consecutive hours** of work performed within a period of **twenty-four (24) hours** commencing from the start of an employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period.

Section 8.2.2. Scheduling. The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirement, including, but not limited to, the number of shifts, the starting and quitting times for all shifts and the manpower requirements for each shift. The normal schedule will provide at least **twelve (12) hours** of off duty time between the end of one shift and the start of another. This shall not prohibit the Village from scheduling an employee for more than **twelve (12) hours** should the need arise. It is understood that a full-time Dispatcher will be assigned on all shifts and has first right to all work assignments of the Dispatcher's Job. It is further understood, however, that in the event a Dispatcher is unavailable for the assignment that the Village retains the right to man the job of Dispatcher with either a Patrolman or Management Personnel. Partial hours worked will be rounded up to the next hour for time worked in excess of **thirty (30) minutes**.

Section 8.2.3. Trading Shifts. Employees may trade shifts only with the approval of the Chief or Lieutenant. Such trade must be requested at least **twenty-four (24) hours** prior to the trade time except in cases of emergency.

Section 8.2.4. Overtime. All employees shall be required to work reasonable amounts of overtime upon request. Overtime, other than that of an emergency nature, must have the prior approval of the Chief of Police or Lieutenant. Insofar as possible, scheduled overtime other than that of an emergency or extension of shift shall be distributed among employees covered by this Agreement in an equitable manner.

Overtime will be offered to full-time employees prior to utilizing part-time employees to fill a vacancy. Overtime will be offered as follows:

(A) If the overtime is for a full shift (**twelve (12) hours**), the employee(s) on "days off" shall be contacted and offered the overtime by seniority.

(B) If no employee(s) on "days off" agrees to work the full shift, employees on "days off" may split the overtime into **six (6) hour** shifts by seniority.

(C) If no employee on "days off" agrees to work the overtime, the preceding shift will be offered **four (4) hours** of overtime by seniority, and the succeeding shift **four (4) hours** of overtime by seniority prior to their shift. If no employee agrees to work the overtime, the most junior employee on the preceding and succeeding shifts will be required to work the overtime. The most junior employee on their off day who is contacted will be required to work the middle **four (4) hours** of the shift.

(D) Should an emergency situation occur the overtime procedure may be waived without penalty. An emergency as defined under this Section is cases of imminent danger to citizens or property of the Village.

However, no employees shall be required to work more than **sixteen (16) consecutive hours** as long as other employees are available. There shall be no pyramiding of overtime.

All call-outs during off-duty hours shall be paid at the rate of **time and one-half (1 ½)** the employees straight time regular rate of pay with a guaranteed minimum of **two (2) hours'** pay or the actual time worked, whichever is greater.

Section 8.2.5. Premium Pay.

(A) **Premium Pay.** **Time and one-half (1 ½)** an employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of **forty (40) hours in seven (7) days.**

(B) **Straight Time Regular Rate of Pay.** An employee's straight time regular rate of pay shall be determined by dividing his/her annual salary and longevity, by the following:

Tier 1 Dispatchers: **two thousand eighty (2,080) hours**

Tier 2 Dispatchers: **one thousand eight hundred seventy-two (1,872) hours**

(C) **Hours Actually Worked.** Vacation, Sick Leave, Worker's Comp., and personal days shall count as hours actually worked for purposes of determining an employee's eligibility for Premium Pay.

Section 8.2.6. In lieu of overtime pay, the Village may grant compensatory time off on an hour for an hour and one-half basis subject to the request of the employee. Accumulation and use of compensatory time shall be consistent with the current Village practice. Effective **May 1, 2018**, the maximum number of compensatory hours that an employee may carry over to the following year shall be **one hundred sixty (160)**. Employees may elect to receive a cash payout, or transfer any portion of compensatory time into their 457b annually on **January 1st**.

Section 8.2.7. Records of compensatory time shall be maintained by the department.

Section 8.2.8. Training and Schooling. Employees who receive approval from the Chief or Lieutenant for training or schooling shall be paid for all time including travel time lost by the employee during his/her regular working hours. Lost time including travel time due to mandatory training or schooling shall be calculated at the employee's average straight time rate

of pay, and counted as hours actually worked for purposes of computing overtime premium pay. Reimbursement for actual expenses incurred by the employee for such training or schooling shall be in accordance with the Rules and Regulations adopted by the Village Board concerning such matters. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling. Transportation, if available, will be provided by the employer to the approved schooling or training. If transportation is not available, the employee will receive mileage allowance at the current I.R.S. rate per mile, round trip, if he/she uses his/her own personal automobile. Employees who attend training or schooling during scheduled work hours will be required to complete his/her normal schedule if the training and travel combined are less than **ten (10) hours**.

Employees who attend mandatory training or schooling other than during the employee's regular working hours will be paid at the employee's election either pay or compensatory time for all time lost from portal to portal while attending the training or schooling. All time lost from portal to portal while attending the training or schooling shall be counted as hours actually worked for purposes of computing overtime premium pay.

Employees who attend training or schooling that is elective and not mandatory other than during the employee's regular working hours will be paid, at the employer's election either pay or compensatory time for all time lost from portal to portal while attending the training or schooling. All time lost from portal to portal while attending the training or schooling shall be counted as hours actual worked for purposes of computing overtime premium pay.

Section 8.2.9. Educational Reimbursement. The Village will pay the cost of tuition and books for accredited law enforcement/job related courses that have been approved in advance by the Chief of Police or designee provided such approval shall not be unreasonably withheld, provided the course is required in the pursuance of an Associate's Degree in law enforcement/job related or a Bachelor's of Science Degree. The following shall also apply:

- (A) No reimbursement will be made in cases where any federal, state, or local agency or subdivision underwrites the cost.
- (B) Enrollment shall be limited to the area colleges, unless otherwise authorized by the Mayor in advance.
- (C) Reimbursement shall be made at the completion of the semester in which costs are incurred, provided the employee with a "C" or above passing grade completes the course and is still in the employ of the Police Department.

Section 8.2.10. Education Allowance. The Village will pay any employee other than those listed above, an Education Allowance of **Two Hundred Fifty Dollars (\$250.00)** for an Associate's Degree in law enforcement/job related and **Five Hundred Dollars (\$500.00)** for a Bachelor's Degree in law enforcement/job related courses that have been approved in advance by the Chief of Police or designee, provided that such approval shall not be unreasonably withheld.

Section 8.2.11. Voting on Election Day. The Village shall adhere to the Illinois Revised State Statute for voting on election days.

Section 8.2.12. Dispatcher Operations. Upon the employee's termination of employment, retirement or disability, the Village will purchase **fifty percent (50%)** of the employee's accumulated unused vacation or compensatory time with the dollar value being placed in the employee's 457(b) plan or lump sum to be paid to the employee provided the employee has completed **ten (10) years** employment with the Village. Effective **May 1, 2016**, this amount will increase to **one hundred percent (100%)**. Employees shall receive **fifty percent (50%)** of this payment upon retirement, and the remaining **fifty percent (50%)** of this payment in the first pay period of the first fiscal quarter following the date of retirement.

Section 8.2.13. Dispatcher Operations - Court Time. Employees covered by this agreement, required to attend Court or a deposition outside their regularly scheduled work hours or in excess of **forty (40) hours** of work performed in a period of **seven (7) consecutive calendar days**, whichever is greater, for criminal or civil cases for an incident that occurred while in the line of duty, shall be compensated at **one and one-half (1 ½) times** the employee's straight time regular rate of pay for a minimum of **two (2) hours** or the actual time worked, whichever is greater.

Section 8.2.14. Dispatcher Operations - Call Back Pay. A call back is defined as a request by the employer to report for work or a meeting at a time other than the employee's normally scheduled work hours, or in excess of **forty (40) hours** of work performed in a period of **seven (7) consecutive calendar days**, whichever is greater. Employees, reporting at the time and place specified by the employer, shall be paid **one and one-half (1 ½) times** the employee's straight time regular rate of pay for a minimum of **two (2) hours** or the actual time worked, whichever is greater.

ARTICLE IX - LEAVES

Section 9.1. Sick Leave.

(A) All employees shall be allowed a leave of absence from duties due to sickness or accident, without deduction from regular compensation, the rate of **eighty (80) hours** per calendar year. Except probationary employees who will be entitled to **thirty-two (32) hours** sick leave after completion of **thirty (30) days** employment. The probationary employees will continue to receive **eight (8) hours** of sick leave each **three (3) months** of employment until **January 1** following completion of their probationary period.

(B) **Fifty percent (50%)** of an employees unused hours so allowable during any calendar year can be accumulated in succeeding calendar years until an employee has accumulated a total of **one thousand (1,000) hours** of sick leave, and the value of the other **fifty percent (50%)** will be placed in the employee's 457(b) plan.

(C) The dollar value of all hours accumulated in excess of **one thousand (1,000) hours** will be placed in the employees 457(b) plan.

(D) Sick leave will be charged in increments of **two (2) hours** or greater.

(E) Employees returning from injury or extended illness of **three (3) working days** or more shall be required to furnish the Village a release from their physician prior to commencing work. The Village reserves the right to require the employee at Village expense, to be examined by the Village's doctor prior to returning to work.

(F) Employees who use all of their sick leave will have the right to revert to the Police Officer's Pension Plan for benefits under the rules and regulations of the plan.

(G) Vacation and sick leave benefits will continue to accrue during periods of service-connected disability and/or sick leave.

(H) Vacation or personal days may be taken when an employee is required in the judgment of the Chief of Police to attend to a member of his/her immediate family who is a dependent of the employee.

(I) An employee absent because of illness must phone his/her supervisor as soon as possible prior to his/her scheduled starting time.

(J) All employees who take sick leave shall immediately upon his/her return to duty, fill out and file with the Chief of Police, a certificate to be furnished, stating the cause of his/her absence and the amount of sick leave time requested.

(K) Upon the employee's termination of employment, retirement or disability, the Village will purchase **fifty percent (50%)** of the employee's accumulated unused sick leave with the dollar value being placed in the employee's 457(b) plan or lump sum to be paid to the employee provided the employee has completed **ten (10) years** employment with the Village. **Effective May 1, 2016, this amount will increase to one hundred percent (100%). Employees shall receive fifty percent (50%) of this payment upon retirement, and the remaining fifty percent (50%) of this payment in the first pay period of the first fiscal quarter following the date of retirement.**

Section 9.2. Personal Leave. All employees (excluding probationary) will be entitled to **sixteen (16) hours** Personal Leave per calendar year. Further, all employees (excluding probationary employees) who do not use any sick leave in the preceding year will be provided an additional **eight (8) hours** personal leave per year. It is understood that Personal hours will be counted as hours worked in determining overtime premium pay. Such hours shall be requested at least **twenty-four (24) hours** in advance and shall be taken upon notification to the Chief of Police or Lieutenant as long as such request does not adversely affect the operation of the department.

Section 9.3. Unpaid Personal Leave. An unpaid leave of absence for a period not longer than **one (1) year** may be granted to employees covered by this Agreement. Requests for such leaves must be submitted in writing to the Police and Fire Commission for their prior approval at least **ten (10) days** in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. Employees returning from such leave must provide the Police and Fire Commission with at least **five (5) days'** advance notification.

If the Police and Fire Commission cancels a leave granted under this Section, the employee shall be notified by Certified Mail, Return Receipt Requested, and must thereafter return to work within **five (5) days** unless other arrangements are made with the Employer. No insurance premiums will be paid by the Village for a leave of absence in excess of **thirty (30) days**.

Section 9.4. Military Leave. Employees who enter the Armed Forces of the United States will upon completion of such duty be granted re-employment as provided under the Military Services Act.

Section 9.5. Allowance for Jury or Witness Services. An employee who is called for jury service or subpoenaed as witness for an incident that occurred while in the line of duty, shall be excused from work for the days on which he/she serves. Service, as used herein, includes required reporting for jury or witness duty when summoned whether or not he/she is used. Such employees shall receive, for each such day of service in which he/she otherwise would have worked their regular scheduled hours pay at their straight time regular rate. Such pay shall be based on the number of days or hours such employee would have worked had he/she not been performing such services (plus holiday in such period which he/she would not have worked). The employee will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore. The pay received by the employee for said service will be signed/turned over to the Employer.

Section 9.6. Funeral Pay.

(A) When death occurs to an employee's legal spouse, mother, father, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, step-mother, step-father, step-children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, and person who the employee is legal guardian of, an employee upon request, will be excused and paid for up to a maximum of **three (3)** scheduled shifts (or for such fewer shifts as the employee may be absent) commencing the day of the death and ending the day after the funeral provided however, that it is established that the employee attended the funeral or memorial service. If additional time is desired, the employee will be granted leave of absence or time lost may be applied as vacation time, comp time or personal days.

(B) In the event an employee desires to attend a funeral or memorial service of someone other than the immediate family as designated, he/she may take **one (1)** day off and the time off will be charged against his/her vacation time or personal days.

(C) Employees shall be paid for each day lost from work under the terms of this Article at the employee's regular scheduled work hours times the employee's straight time regular rate; an employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

ARTICLE X – HOLIDAYS

Section 10.1. The following days shall be considered as Holidays:

New Year's Day – January 1
Martin Luther King Jr.'s Birthday – 3rd Monday in January
Washington's Birthday – 3rd Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – 1st Monday in September
Veteran's Day – November 11
Thanksgiving Day – Last Thursday in November
Christmas Day – December 25

Section 10.2. It shall be understood that the holiday shall be from midnight to the midnight immediately following.

Section 10.3. All employees shall be paid at **one and one-half (1 ½) times** the employee's rate of pay for the first **twelve (12) hours** worked on a holiday, and **two and one-half (2 ½) times** the employee's rate of pay for all time worked in excess of **twelve (12) hours**. Employees shall be paid **two and one-half (2 ½) times** the employees rate of pay when called in to work on a holiday that is normally their regularly scheduled day off for all time worked for the call in.

Section 10.4. All employees will receive for holidays; **eight (8) hours'** pay at his/her straight time regular hourly earnings.

Section 10.5. A holiday worked will count as a day worked for computing overtime.

Section 10.6. Scheduled time off immediately prior to or immediately after a Holiday will not affect Holiday Pay. Employees taking an unscheduled sick day on a shift immediately prior to or immediately after a Holiday shall forfeit the **eight (8) hours** Holiday pay.

ARTICLE XI – VACATIONS

Section 11.1. Eligibility. All full-time and probationary employees of the Village who have been employed for at least **one (1) full year** shall become eligible for vacation as indicated by the following table.

<u>Seniority</u>	<u>Hour's Pay Annually</u>
Having completed one year	40 hours
Having completed two years	80 hours
Having completed five years	120 hours
Having completed twelve years	160 hours
Having completed twenty years	200 hours

Section 11.2. Vacation Scheduling. Vacation will so far as practicable be granted at times most desired by employees; employees with greater seniority begin given preference as to choice as long as such time off does not unreasonably interfere with the efficient operation of the Department as determined by the Chief of Police or Lieutenant. Such request will not be unreasonably denied. Both parties agree that Labor Day weekend will be the only exception.

No more than **one (1) employee** shall be off on vacation during the same day or week. However, should an employee on another shift request an individual day of vacation during such time as another employee is on vacation, the employee shall complete a request form, as noted in Section 11.6 and subject to the availability of manpower, may be granted such day of vacation.

Vacation week shall start on Sunday and run through Saturday. Should an employee take a week of vacation during which the employee is scheduled to work **six (6) days** during such week, all **six (6) days** shall count towards the employees vacation allotment.

Section 11.3. Vacation scheduling requests shall be posted on the bulletin board on **November 1st** of each year, asking employees to indicate their preference of vacation. Such

posting will indicate in seniority order: the employee's name, amount of vacation he or she is entitled to, and when they are requesting such vacation. The posting will be removed **December 15th** of each year. Those employees not signing the posting will signify they have no particular preference of their vacation or they want to take vacation in increments of less than **forty (40) hours** at a time.

Section 11.4. After the employee who indicated a preference of vacation has been assigned, the remaining vacation periods will be assigned on a first-come, first-serve basis. EXAMPLE: **one (1) day, two (2) days, one (1) week**, etc.

Section 11.5. After the initial sign up employees desiring to take vacation of either individual days or of **one (1) week's** duration or more will so indicate to the Chief of Police or Lieutenant on the Vacation Request Form at least **two (2) weeks** in advance of his/her desire to take vacation. If such vacation is agreeable, the employee will be given a written notice **one (1) week** after such vacation period has been requested that he/she is assigned that vacation period.

Section 11.6. If an employee requests a vacation period of less than a week, is assigned such vacation, such employee will be allowed to take the vacation even though another employee would like the entire weeks' vacation during that period.

Section 11.7. Vacation Pay. Employees assigned vacation under this Section will be paid their vacation based on their straight time regular rate of pay, including shift differential, longevity, and any interim wage increase that may be in effect at the time of vacation.

Section 11.8. Employees will receive vacation pay on the pay day immediately preceding such vacation if requested by the employee, except vacation of less than **one (1) full week** which will be paid on their regular pay day.

Section 11.9. Employees may carry-over **forty (40) hours** of vacation time to the next calendar year. Any vacation hours carried over shall be used during the first calendar quarter. Employees may be paid for vacation earned and not taken in excess of **eighty (80) hours** per year.

Section 11.10. Unused vacation will be paid, if employee desires, at the time of his/her retirement, termination, or in the event of death to his/her heirs.

Section 11.11. In the event a Holiday falls during an employee's vacation, the employee shall receive **eight (8) hours** at his/her straight time regular rate of pay for such holiday in addition to employee's vacation pay.

ARTICLE XII – GRIEVANCE PROCEDURE

Section 12.1. Definition of Grievance. For purpose of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of the Agreement as written.

Section 12.2. Grievance Procedure. All grievances shall be processed in the following manner:

(A) **Step 1. Verbal Procedure.** Within **five (5) days** of the occurrence of the incident giving rise to a grievance, or within **five (5) days** following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the Chief of Police or Lieutenant with the objective of settling the matter informally. If requested by the employee, a Union Representative will be present. It is expressly understood that if a discussion with the Chief of Police or Lieutenant is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall so advise the Chief of Lieutenant of this fact at the time of the discussion. If the Chief of Police or Lieutenant is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

(B) **Step 2.** If the complaint is not satisfactorily resolved by the Verbal Procedure, the Union shall reduce the employee's complaint to a written grievance and submit it to the Chief of Police or Lieutenant. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and be signed by the affected employee(s) or Union Representative. The written grievance shall be submitted to the Chief of Police or Lieutenant within **five (5) days**, the Chief of Police or Lieutenant shall place his/her written answer upon the grievance form within **five (5) days**, and return it to a Union representative.

(C) **Step 3.** If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the Mayor or his/her designee, within **five (5) days** after receipt of the Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within **fifteen (15) days** after the grievance has been appealed, a meeting shall be held between the Union Representative, Griever, and the Employer Representative. Either party may have any one present they so desire as witnesses. If the meeting cannot occur within the **fifteen (15) day** period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within **fifteen (15) days** following the Step 3 meeting.

Failing a satisfactory settlement of the matter at Step 3 as provided above, the Union may within **fifteen (15) calendar days** of receiving the Employer's answer at Step 3, notify the Village that the Union intends to submit the dispute to arbitration.

(D) **Step 4.** The parties will first attempt to select an arbitrator by mutual agreement within **fifteen (15) days** following Step 3. In the event the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of **five (5) arbitrators** from which an arbitrator shall be selected by the parties. The Union and the Village shall strike alternately **two (2) names** and the remaining individual whose name has not been stricken shall be the arbitrator. The party requesting the arbitration shall strike the first name.

Section 12.3. The decision of the arbitrator shall be final and binding. Such decisions shall be limited to the interpretation and application of the provisions of this contract, and the arbitrator shall not have the authority to modify or amend the provisions of this contract.

Section 12.4. The expense of the arbitrator shall be borne equally by the Village and the Union; each of whom shall bear its own expense.

Section 12.5. The Employer agrees to allow and to pay for all reasonable time lost by an employee or Union Representative during their regularly scheduled hours while processing a grievance in Step 1 or Step 2. The Village agrees to allow no more than **two (2) employees** time off from duty, at no expense to the employer, to attend other Steps of the Grievance Procedure including arbitration, negotiations, and other legitimate union business, providing time off does not interfere with the operations of the Department.

Section 12.6. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

Section 12.7. "Days" as referred to throughout this Article shall be calendar days and shall not include Saturdays, Sundays, or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held to be settled in favor of the Village. Failure of the Village to answer within the time established will result in the grievance being granted to the employee(s) and/or the Union. Time limits may be extended by written mutual consent by the parties involved.

ARTICLE XIII – VALIDITY – COMPLIANCE WITH LAW

Should any court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this Agreement.

The Village and the Union shall comply with any and all Federal and State laws.

ARTICLE XIV – UNIFORMS & EQUIPMENT

Section 14.1. The Village will provide at no cost to officers and dispatchers covered by this Agreement all uniforms and equipment needed to perform their duties, as administered by the department policy. If an officer or dispatcher leaves the Village's employee within **two (2) years** of hire, such officer or dispatcher will reimburse for the Village for the cost of the uniforms in accordance with the following scale:

<u>Length of Employment</u>	<u>Percent of Reimbursement</u>
0-6 months	100%
6-12 months	75%
12-18 months	50%
18-24 months	25%

Section 14.2. Effective **May 1, 2019** each full-time police officer with **two (2)** or more years of service will receive a clothing reimbursement of up to **Six Hundred Twenty-Five Dollars (\$625.00)** with the presentation of receipts to the Chief of Police.

Section 14.3. Effective **May 1, 2019** each full-time dispatcher with **two (2)** or more years of service will receive a clothing reimbursement of up to **Four Hundred Seventy-Five Dollars (\$475.00)** with the presentation of receipts to the Chief of Police.

Section 14.4. All equipment that has been provided by the Village must be worn or in the possession of the officer or dispatcher while on duty.

Section 14.5. All uniforms/clothing that has been provided by the Village or purchased with the uniform allowance must be worn, in season, while on duty.

Section 14.6. All uniforms, clothing and equipment provided by the Village must be returned to the Village prior to receiving their final paycheck.

ARTICLE XV – PENSION

Section 15.1. The Village agrees to continue participation for all Police Officers in the Policeman Pension Fund as required under State Statute.

Section 15.2. The Village agrees to continue participation for all Dispatchers in the Illinois Municipal Retirement Fund as required under State Statute.

ARTICLE XVI – INSURANCE

Group Medical and Hospitalization Insurance

Section 16.1. The Village will maintain and continue the employee healthcare reimbursement plan, currently in effect, for the duration of this Agreement.

Section 16.2. Provided the Village's carrier on Group Medical and Hospitalization Insurance allows such coverage, the Village agrees to allow a retired employee to continue coverage at his/her expense under the Village Group Plan until such time as employee is qualified for coverage by Medicare.

Section 16.3. If the Village, for any reason, changes medical insurance carriers, the Village will use every effort in an attempt to secure reasonably like benefit coverage from the new carrier. The Village will give the Union advance notice of any intent on its part to change carriers and an opportunity to discuss the issue before finalizing a decision to change carriers.

(A) The employee shall be responsible for **ten percent (10%)** of the dependent medical insurance premium.

(B) Effective **May 1, 2018**, employees shall be responsible for **twenty-two and one-half percent (22.5%)** of any change in premium costs as applied to their level of coverage (individual or family).

If, at any time, the total employee premium contribution exceeds **Twenty-Five Dollars (\$25.00)** per pay for individual coverage, or **Seventy-Five Dollars (\$75.00)** per pay for family coverage, either party may demand renegotiation of Insurance benefit coverage and contribution by notifying the other party in writing. Any such notification must take place after notice of premium contribution change, but before implementation of the new insurance period.

Section 16.4. During the term of this Agreement, the Village will continue to maintain and administer a Healthcare Reimbursement Account (HRA). Any unused balance in the HRA at the

end of the fiscal year shall be carried over to subsequent years for the purpose of mitigating plan participants healthcare costs. This benefit is available to employees hired prior to the execution of this Agreement. Effective **May 1, 2019**, the Healthcare Reimbursement Account benefit will no longer be available to retirees.

Section 16.5. The Village will provide at no cost to the employee the following Term Life Insurance for the employee, the employee's spouse, and the employee's children:

Employee	\$15,000
Spouse	7,500
Child	5,000

ARTICLE XVII - MISCELLANEOUS

Section 17.1. Employees if working in excess of **two (2) hours** following the completion of a regular shift, will be allowed a **twenty (20) minute** break period providing such break does not interfere with the operations of the department.

Section 17.2. Payday will be on alternate Fridays beginning at **11:00 A.M.** unless otherwise prevented to do so.

Section 17.3. The Village will furnish the Union with an updated seniority list and changes of addresses annually or within **thirty (30) days** following an address change.

Section 17.4. Employees wanting time off to attend meetings for police-rated organizations must have approval of the Chief of Police.

Section 17.5. Business days may be granted for conventions if overtime does not occur.

Section 17.6. No one will be required to perform work as a laborer in the Public Works department unless such work falls under the scope of public safety.

Section 17.7. Off duty employment will be allowed as per Department Policy.

Section 17.8. All Police Officers and Radio Operators will have access to break room located in Police Department.

Section 17.9. All Police Officers will have access to lockers.

Section 17.10. Use of the refrigerator and microwave will be allowed. Village will maintain service cost of repair or replacement of Village property.

Section 17.11. Newspapers and professional magazines can be read on duty during breaks.

Section 17.12. Employees will have access to the coffee and coffee pot, with coffee and coffee pot provided by the officers and dispatchers.

Section 17.13. Soda machine will be accessible to Department employees.

Section 17.14. The Village shall only provide space for soda machine.

Section 17.15. Ammunition and gun cleaning supplies will be furnished to Police Officers. The Village provides repairs to Village owned weapons.

Section 17.16. Drug testing of all employees shall be conducted pursuant to the Employer's current testing policy.

ARTICLE XVIII – PERSONNEL RECORDS

Section 18.1. Personnel Files. The Employer shall comply with the provisions of the Illinois Personnel Record Review Act.

ARTICLE XIX – DISCIPLINE AND DISCHARGE

Section 19.1. Dispatchers. The Village shall not discharge or suspend a dispatcher without just or proper cause. In case of any suspension or discharge, the Village must have first given the dispatcher at least **one (1)** verbal warning and **one (1)** written warning of the complaint against him/her. All such warnings and suspensions shall be put in writing and copies of such warning and suspensions notices shall be sent to the dispatcher, the dispatchers shop steward, and the Union before he/she is discharged, except that no warning notice need be given if the cause of such suspension or discharge is:

- (A) Breach of confidential information pertaining to business or property within the Village.
- (B) Theft, misappropriation or unauthorized use or removal of property belonging to the Village or another person.
- (C) Willful refusal to follow an order within the police station or Village.
- (D) Conviction of a felony.
- (E) Material misrepresentation of pre-employment information.
- (F) Deliberate destruction of Village or Department property or equipment.
- (G) Provoking a fight while on duty or on Village/Department property.
- (H) Possession of and/or display of an unauthorized firearm on Village/Department property or authorized parking area.
- (I) Failure to adhere to the terms and conditions of the Village Drug and Alcohol Policy.
- (J) Falsification of Village/Department records.

A dispatcher may be relieved from duty, with or without pay, without prior warning or suspension notice if the act of the dispatcher would affect the reputation of the Village or Department, the safety of the residents of the Village, or jeopardize the safe and healthy working environment of fellow employees.

Discharge must be by written notice sent by certified mail to the dispatchers to his/her last known address, and the Union. The appeal procedure shall be the same as stated in Article XII Grievance Procedure.

Section 19.2. Police Officers (New). If a formal non-criminal investigation or interrogation of a law enforcement officer results in the recommendation of disciplinary action, such as a suspension in excess of **three (3) days** or a dismissal, the Employer shall follow the procedures as set forth in **50 ILCS 725/1**, or commonly known as the Illinois Uniform Peace Officers Disciplinary Act. Nothing in this Article is intended to or should be construed to waive employee's right to Union representation during the interrogation. However, the employee may waive the right to representation before and during the interrogation. Employees covered by the terms of this Agreement shall have such rights as set forth in the United States Supreme Court decision in NLRB v Weingarten, 420 U.S. 251 (1975).

The parties recognize the principles of progressive and corrective discipline. Depending on the specific circumstances, disciplinary action or measures may include any of the following: oral reprimand; written reprimand, suspension, discharge. There is also an option of any other disciplinary action or corrective measure mutually agreed to, in writing, by the Employer and the employee. Disciplinary action may be imposed upon a non-probationary employee only for just cause. Any hearing of charges, suspensions and discharges will be pursuant to the Rules and Regulation of the Board of Fire and Police Commissioners. The Employer and the Union shall follow the procedures as set forth in **65 ILCS 5/10-2.1**. Any disciplinary action resulting in a suspension in excess of **five (5) days**, or termination, may be challenged through the grievance process as described in Article XII.

ARTICLE XX – DAMAGE TO PERSONAL PROPERTY

The Village shall reimburse an employee for damage to an employee's personal property if such damage occurs while the officer is handling an incident, and such damage is not caused by the officer's negligence. Any such damage must be supported by an incident report.

While it is not the responsibility of the Village to replace designer type sunglasses or other jewelry items, the Village will allow up to a maximum of **Twenty-Five Dollars (\$25.00)** if such damage occurs while the officer is handling an incident, and such damage is not caused by the officers negligence. Any such damage must be supported by an incident report.

The employee will be required to present proof of such damage and the cost of replacement to the Chief of Lieutenant.

ARTICLE XXI – RESIDENCY

Employees shall be required to reside in the State of Illinois and within a **fifteen (15) mile** radius of the Police Department located at 213 N. Prairie Street in Bethalto, Illinois. This contractual provision shall supersede anything to the contrary in Village ordinances or policies applicable to employees covered by this Agreement.

ARTICLE XXII – WAGE SCALE

Section 22.1. Base Hourly Wage.

(Current Base/Hour)	<u>May 1, 2018</u>	<u>May 1, 2019</u>	<u>May 1, 2020</u>
Sergeant (\$29.87)	(**2%)	(**2%)	(**2%)
Patrolman (\$28.87*)	(**2%)	(**2%)	(**2%)
Lead Dispatcher (\$25.93)	(**2%)	(**2%)	(**2%)
Dispatcher Tier 1 (\$24.57*)	(**2%)	(**2%)	(**2%)
Dispatcher Tier 2 (\$18.00)			
Probationary Dispatcher Tier 2 (\$17.50)			

*Starting pay freeze for **three (3) year** contract [applies to new hires only].

Current employees – **two percent (2%) for each year of a **three (3) year** contract, retroactive to **May 1, 2018**; to be applied to the cumulative hourly wage for each individual employee. [i.e. Base wage + longevity percentage = cumulative hourly wage].

Section 22.2. Longevity.

Longevity: All full-time employees will have their wages adjusted according to the following formula:

After 4 years	2%
After 8 years	4%
After 12 years	6%
After 20 years	8%

Section 22.3. Officers acting in the position of detective or MEGSI officers shall be paid an additional **Thirty Cents (\$0.30)** per hour above the rate set out in **Section 20.1**. During the hours an officer is performing duties in the position of FSO, SRO, and D.A.R.E. officer they will receive an additional **Thirty Cents (\$0.30)** per hour above the hourly rate set out in **Section 20.1**.

ARTICLE XXIII – 457(b) PLAN

The 457(b) Plan will be funded through joint participation of the employees and the Village.

The employees may contribute up to **three percent (3%)** of their base hourly rate, **eighty-four (84) hours** for Officers and **eighty (80) hours** for Dispatchers per pay period, subject to the terms and conditions of the agreed upon plan. For employees hired prior to **May 1, 2018**, the Village will match the Employee's contribution of **two percent (2%)** of wages. For employees hired after **May 1, 2018**, there will be no match provided by the Village.

ARTICLE XXIV – DURATION OF AGREEMENT

This Agreement shall be effective from **May 1, 2018**, and shall remain in effect through **April 30, 2021**, except as hereinafter provided. It shall continue in effect from year to year

thereafter unless notice of termination is given in writing by Registered or Certified Mail by either party not less than **sixty (60) days** or more than **ninety (90) days** before the expiration date. Termination notices shall be considered to have been given as of the date shown on the postmark. This Section shall be governed by the procedures set forth in Section 1230.10 through 1230.100 of the Public Employees Act, as amended, plus any future amendments within the law.

Signed at Bethalto, Illinois, this 30th day of November, 2018.

VILLAGE OF BETHALTO, ILLINOIS

POLICEMEN'S BENEVOLENT LABOR
COMMITTEE

BY: _____

BY: _____

EXHIBIT A

If a sworn police officer receives an oral or written reprimand from the Chief of Police or designee, the officer may discuss the reprimand with the Chief of Police within **five (5) days** of its receipt. If the officer is not satisfied with the response of the Chief of Police, he/she may, within **ten (10) days** thereafter, appeal the reprimand to the Mayor. The Mayor shall have the authority to affirm, reverse or modify the reprimand. The Mayor's decision shall be final.