

# **COLLECTIVE BARGAINING AGREEMENT**

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By and Between

**VILLAGE OF NORTH RIVERSIDE,  
AN ILLINOIS MUNICIPAL CORPORATION**

**AND**

**NORTH RIVERSIDE PUBLIC WORKS EMPLOYEES,  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
UNION LOCAL 705**

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Effective Term:  
**May 1, 2021 – April 30, 2026**

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## **PREAMBLE**

The Village of North Riverside, Illinois (hereinafter referred to as the “Village” or “Employer”) and the International Brotherhood of Teamsters (hereinafter referred to as the “Union”) agree to be bound by the terms and conditions of this Agreement.

## **ARTICLE 1: RECOGNITION**

### **Section 1.1 Recognition**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer’s Department of Public Works, for all full-time foremen, mechanics and laborers of the Village, excluding all other persons employed by the Village of North Riverside and as defined by the Illinois Public Labor Relations Act (the “Act”), all supervisors, professional employees, temporary employees, managerial employees, confidential employees, and other persons excluded from coverage under the Act; and all elected officials.

### **Section 1.2 Purpose**

This Agreement has been drawn up and entered into by and between the interested parties in a mutual and voluntary effort to promote and establish sound labor and employer relations.

### **Section 1.3      Applicability to Terms of Agreement**

The parties hereto, in accepting this Agreement, recognize and accept the mutual responsibilities of such an Agreement and will expend all efforts necessary to maintain efficient and equitable operating and working relationships.

### **Section 1.4      Gender**

Throughout this Agreement, whenever the male gender is used, the word “he” shall be construed to include both males and females equally.

## **ARTICLE 2: NO STRIKES – NO LOCKOUTS**

The Union shall not strike and the Employer shall not lock out any employees during the course of the Agreement. Nothing contained in this provision shall abrogate the rights of either party under the Illinois Public Labor Relations Act. The Employer may discharge or discipline any employee who violates the provisions of this Article. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

## **ARTICLE 3: UNION SECURITY**

### **Section 3.1 Deductions**

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- A. Union membership dues, assessments, fees or other authorized deductions (e.g., DRIVE);
- B. Union sponsored credit and other benefit programs as authorized by the bargaining unit member.

Requests for any of the above shall be made on a form approved and provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute or other approved deductions in writing at least thirty (30) days prior to its effective date.

The total amount of the deductions shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.

### **Section 3.2 Indemnification**

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

## **ARTICLE 4: PART TIME AND SEASONAL EMPLOYEES**

The Employer, in its discretion, can elect to employ part time and seasonal employees. Seasonal employees may be employed for a period not to exceed sixteen (16) weeks in a calendar year and will not be employed during a period when a bargaining unit employee is laid off. Part time employees will generally work a maximum of 999 hours per year unless authorized by the Village Administrator with the consent and approval of the Mayor and Board of Trustees. A part time employee will not be employed during a period where a bargaining unit employee is laid off.

## **ARTICLE 5: SUBCONTRACTING**

During the term of this Agreement, the Village may contract out or subcontract any work covered by this Agreement that is part of a temporary, large scale public works project that would require a capital expenditure of ten thousand dollars (\$10,000) or more and would be of a duration that is less than nine (9) months in any calendar year. The Village may also contract out any work that is considered emergency in nature at the sole discretion of the Department Head. The Village must pay prevailing wage for any work contracted out or subcontracted.



## **ARTICLE 6: MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operation of the Public Works department and any other Village department in which an employee covered under this Agreement is assigned to work;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To determine the mission and objectives of the Village and to set forth all standards for services and types of services to be offered to the public;
4. To direct employees, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule and to determine qualifications for new and existing full time, part time and seasonal employees;
6. To establish, increase, combine, reduce, change, modify or alter the workforce, including specific job positions and job classifications, and the right to lay off employees;
7. To add, delete or alter methods of operation, equipment or facilities;
8. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods

or equipment are to be made, provided or purchased;

9. To establish, implement and maintain an effective internal control program;
10. To suspend, demote, discharge or take other disciplinary action or to relieve from duty any employee for just cause, except for probationary employees who may be terminated at will;
11. To add, delete or alter policies, procedures, rules and regulations. The Employer recognizes its obligation to bargain over mandatory subjects of bargaining; and
12. To determine the overall budgets of the Departments.

It is agreed that all personnel covered by this Agreement will fall under the same departmental standards with no exception and it is further agreed that there will be no favoritism and all work rules will be fair and reasonable.

All inherent managerial functions, prerogatives, policy making rights and all powers, rights and authority conferred upon the Employer and vested in it by the laws and Constitution of the State of Illinois and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

## **ARTICLE 7: HOURS OF WORK**

### **Section 7.1 Workday and Workweek**

For purposes of this Agreement, a regular full time employee's normal work hours shall consist of eight (8) consecutive hours of work and forty (40) hours per workweek for twelve months during the year. The normal work week shall be defined as Sunday to Saturday.

The Village has the right to change the current work schedule in effect during the term of this Agreement upon providing the Union with at least forty-five (45) days advance written notice by email prior to the implementation of any change. The Village acknowledges that any proposed change to the current work schedule is intended to be permanent in nature for the sole benefit of the Village and should not be without good cause. The Village agrees to discuss any proposed change with the Union during this forty-five (45) day notification period to allow the Union the opportunity to provide input into the proposed change. However, the Union recognizes the Village retains the final decision making authority.

### **Section 7.2 Lunch Period**

Each eight (8) hour work day shall include a thirty (30) minute paid lunch period to be taken at times determined by the employee's Department Head or his designee.

### **Section 7.3 Rest Period**

In the event an employee is required to work more than four (4) consecutive hours outside their regular workday, the employee shall be allowed a twenty (20) minute paid rest period for each additional four (4) consecutive hour period.

### **Section 7.4 Attendance**

Bargaining unit employees shall report to work no later than their posted start times as determined by the Department Head. Unsatisfactory attendance, including excessive absenteeism or tardiness, may be cause for disciplinary action, up to and including discharge. An employee who will be late or unable to report to work is required to call his immediate supervisor at the earliest opportunity, but no later than thirty (30) minutes before the scheduled start time.

## **ARTICLE 8: OVERTIME**

### **Section 8.1 Overtime Pay**

Bargaining unit employees shall be paid at a rate of one and one-half (1 ½) times their normal hourly rate of pay for hours worked over forty (40) hours in any work week. All hours actually worked as well as excused absences paid for under any other provision of this Agreement (i.e., vacation, excused sick time, paid days off (PDO days), bereavement leave, jury duty, etc.) shall count as hours worked for the purposes of calculating hours in excess of forty (40) hours per work week.

Employees shall be paid at a rate of two (2) times their normal hourly rate of pay for any hours actually worked on the following five (5) paid holidays:

- New Year's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## **Section 8.2      Pyramiding**

Compensation in the form of pay or hours shall not be paid more than once for the same hours under any provision of this Article or Agreement, this includes working through already paid lunch periods. Lunch periods are already included in the annual salary of 2,080 hours worked a year.

## **Section 8.3      Emergency Call Out**

For purposes of this Agreement, the term call back or call out are the same. A call out is defined as an employee's assignment of work which does not continuously follow his regularly scheduled work time. A minimum of two (2) hours of pay at the overtime hourly rate for the job classification shall be paid when an employee is called back to work after his regular shift is completed or on his regularly scheduled days off.

## **Section 8.4      Compensation of Hourly Salary**

For the purposes of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2,080 hours.

## **Section 8.5 Overtime Work**

The Employer shall have the right to require overtime work and a bargaining unit employee may not refuse overtime assignments. Overtime will first be scheduled on a voluntary basis utilizing a classification based seniority call out list, which shall rotate based on overtime opportunities and mandatory requirements.

Both parties acknowledge that qualifications to perform certain functions within the department may be given priority consideration by the Department Head or his designee when assigning overtime. In the event a decision to require overtime of a particular employee is not consistent with the usual and customary practices of rotating overtime or any other provisions as provided herein, any change relative to said assignment shall be first discussed with the Union representative and, where possible, excluding an emergency, be acceptable to the employee to be assigned overtime.

Failure to adhere to the current overtime call out procedures, as provided herein, and/or failure to report for mandatory or voluntary overtime, unless excused by the employee's Department Head or his designee, shall result in disciplinary action.

# ARTICLE 9: SALARIES, LONGEVITY PAY & ALLOWANCES

## Section 9.1 Salary Plan

The annual salaries of employees covered by this Agreement shall be paid pursuant to the Salary Plan attached hereto and made a part of this Agreement and identified as "Appendix A". Step movements shall be based upon the employee's anniversary date.

Annual cost of living adjustments (COLA) will occur on May 1<sup>st</sup> of each year according to the following schedule:

- May 1, 2021 – 1.5%
- May 1, 2022 – 1.5%
- May 1, 2023 – 2.0%
- May 1, 2024 – 2.5%
- May 1, 2025 – 2.5%

Bargaining unit employees who are currently compensated more than the annual salary designated in the salary step range plan identified in Appendix A will be entitled to receive an annual salary increase equal to only the cost of living adjustment specified in this section in conjunction with any applicable longevity increase in accordance with Section 9.3, Longevity Pay, of this Agreement.



## **Section 9.2      Bi-Monthly Pay**

Bargaining unit employees shall be paid two (2) times each month, on the 15th and on the last day of each month, except that the Village may issue paychecks in advance when a payday falls on a day when the Village offices are closed. All deductions will be itemized on an employee's paycheck stub.

## **Section 9.3      Longevity Pay**

Bargaining unit employees who have completed ten (10) or more years of continuous full-time service with the Village will receive a longevity increase equal to two percent (2%) of his salary. Such longevity increases will be given on the employee's ten (10) year anniversary, fifteen (15) year anniversary, twenty (20) year anniversary and twenty-five (25) year anniversary.

## **Section 9.4      Travel Compensation**

The Village agrees to pay for all travel related expenses and costs for a bargaining unit member to attend any Village approved training, workshops and/or conferences in accordance with the Village's current adopted travel policy.

## **Section 9.5      Certification Pay**

The Village agrees to pay an annual stipend for the following licenses/certifications and specialized job requirements:

- Water Operator - \$750
- Handyman - \$500

Stipends will be paid to an eligible bargaining unit employee equally each payroll cycle by dividing the annual stipend over the total number of pay periods each year and shall not be subject to the annual COLA increases. The Village agrees to pay a maximum of one (1) handyman stipend per year.

# ARTICLE 10: HOLIDAYS AND PAID DAYS OFF

## Section 10.1 Paid Holidays

Bargaining unit employees shall be entitled to the following seven (7) designated paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Paid holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or following Monday as determined by the Village. The Village has the sole discretion to declare any other day to be a paid holiday.

Employees will not be scheduled to work on a paid holiday but may be called in for needed emergency work. An employee who takes an unscheduled sick day off on the scheduled workday before a paid holiday or the scheduled workday after a paid holiday will be required to present verification from a health care provider of the need for the sick leave in order to receive compensation for the holiday.

## **Section 10.2      Paid Days Off**

Bargaining unit employees shall be entitled to receive up to six (6) Paid Days Off (PDO days) each calendar year. PDO days are not earned or accrued and will be given on January 1st of each year. Employees may use PDO days for any reason with the approval of the Department Head or his designee. Except in cases of emergency, employees should schedule PDO days as far in advance as practicable. PDO time may be scheduled in increments of no less than two (2) hours.

All newly hired employees and employees separating employment with the Village during the calendar year will receive PDO days on a prorated basis based upon the number of full months worked. Employees separating from employment will be responsible for paying back any PDO days used over the prorated amount and the amount will be deducted automatically from the employee's final check. Unused PDO hours may not be carried over to the following calendar year and there is no pay out for unused PDO time.

## **ARTICLE 11: SICK LEAVE**

### **Section 11.1 Sick Leave**

Bargaining unit employees shall earn eight (8) hours of sick leave for each full month worked. An employee hired on or prior to the 15th day of the month shall receive sick leave credit beginning on the first day of the month. An employee hired after the 15th day of the month shall receive sick leave credit beginning on the first day of the following month.

### **Section 11.2 Use of Sick Leave**

Sick leave may be granted due to an illness, injury or medical appointment of the employee or the employee's spouse, child (including step and adopted), parent, parent-in-law and grandchild. A bargaining unit employee who is unable to report for work due to an illness, must notify the Department Head or his designee as soon as possible before the start of a scheduled shift.

A physician's statement must be provided by the employee for any absences of three (3) consecutive days or more, or upon other reasonable request of the Village.

Upon separation of employment, a bargaining unit employee who is not eligible for sick leave retirement pay in accordance with Section 11.3 of this Agreement shall not be entitled to receive pay of accrued and unused sick leave.

## **Section 11.3 Sick Leave Pay at Retirement**

To be eligible to receive pay under this section, a bargaining unit employee must have worked a minimum of 20 years of continuous full time service with the Village, submit an application and be approved for retirement benefits to the Illinois Municipal Retirement Fund.

Employees retiring from the Village shall receive an amount equal to one (1) hour of pay at their regular rate of pay for each two (2) hours of accumulated sick leave after electing one of the following:

1. A lump sum payment, in a separate check, for all eligible sick leave no earlier than forty-five (45) days following retirement; or
2. Decline the lump sum payment and allow the Village to use the cost of the retiree's accumulated sick leave pay to offset the retiree's share of future health care premiums until depleted. A retiree electing this option will receive a yearly invoice detailing the health care cost credit applied and the balance of any remaining credit.

The Village will continue to report the remaining balance of sick leave accrued but not paid out at retirement to IMRF to be eligible for additional service credit in accordance with IMRF's current policies.

## **Section 11.4 Sick Leave Buyback Program**

The Village shall not be required to offer any type of sick leave buyback program or compensate member of the bargaining unit for any accrued and unused sick leave hours, outside of the provisions specified in Section 11.3, Sick Leave Pay at Retirement, of this Agreement. The Village agrees, however, that if it elects to provide other employees of the Village with a sick leave incentive and buyback program, it will also offer the same incentive program to the Union during the term of this Agreement.

## **ARTICLE 12: VACATION**

### **Section 12.1 Vacation Accrual**

Vacation is earned annually on the basis of the employee's anniversary date as follows:

After completion of one (1) year of service	10 working days
After completion of five (5) years of service	16 working days
After completion of ten (10) years of service	18 working days
After completion of fifteen (15) years of service	22 working days
After completion of twenty (20) years of service	26 working days

### **Section 12.2 Unused Vacation Upon Termination of Employment**

Bargaining unit employees will be compensated for all accrued and unused vacation leave upon separation of employment.

### **Section 12.3 Vacation Accrual for New Hires**

Newly hired employees who start in their bargaining unit position on or prior to the fifteenth (15th) day of the month shall earn vacation leave beginning on the first day of that month. Employees starting after the fifteenth (15th) day of the month shall earn vacation beginning on the first day of the next month. No vacation leave may be taken by an employee until he has completed one year of service with the Village.



## **Section 12.4      Vacation Scheduling**

Vacation time should be scheduled as far in advance as practicable and must be approved in advance by the employee's Department Head or designee. The Village will not unreasonably deny an employee's request for vacation. In the case of two or more pending vacation requests which cannot all be approved, the more senior employee will be approved for the requested time off.

## **Section 12.5      Carry Over of Unused Vacation**

Bargaining unit employees may carry over unused vacation time from year to year up to a maximum accrual of one and one-half (1 ½) times the amount earned in one year. Upon the written approval of the Village Administrator, with concurrence of the Mayor, the maximum accrual may be increased to twice the amount earned in a year.

## **ARTICLE 13: LEAVES OF ABSENCE**

Employees covered by the terms of this Agreement shall be entitled to leaves of absence in accordance with this Article.

### **Section 13.1 Bereavement Leave**

The Village agrees to provide a bargaining unit employee with a leave of absence upon request, without loss of pay or benefits, as a result of a death in the employee's immediate family, as defined in Section 13.2 of this Agreement. Such bereavement leave shall be for three (3) consecutive working days and must be taken within fourteen (14) calendar days following the death of the employee's immediate family member.

The Village Administrator, with the concurrence of the Mayor, may approve bereavement leave to be used at a later date under special circumstances. Such requests must be made by the employee in writing to the Department Head within 10 calendar days following the death of the employee's immediate family member.

### **Section 13.2 Definition of Immediate Family**

For purposes of this Agreement, a member of the employee's "immediate family" shall be defined as the employee's spouse, children (including step and adopted), parents, siblings (brother or sister including step and adopted), grandparent, grandchild, parent-in-law, son-in-law and daughter-in-law.

### **Section 13.3 Other Leaves of Absence**

Bargaining unit employees shall be eligible for the follow leaves under the terms and conditions specified in the Village of North Riverside Personnel Rules and Regulations in effect at the time of ratification of this Agreement and as required by Federal and State Law.

- Military Leave
- Family Medical Leave
- Maternity Leave
- Jury Duty Leave
- Victims Economic Security and Safety Act Leave
- Child Bereavement Leave

### **Section 13.4 Occupational Injury**

An employee who sustains an injury or illness arising out of or in the course of his employment shall be covered by the provisions of Illinois Workers' Compensation Act.

An employee who was injured on the job and is sent home, to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the Workers' Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time. The employee shall make all reasonable efforts to schedule any required appointments for additional medical treatment at a time that will cause the least disruption to the regular workday and loss of time worked.

An employees on injury leave may be required to return to work on a light duty status. The Village reserves the right to direct the employee to submit to medical evaluation to determine the extent of any disability or work restrictions, so as to facilitate return to work. The Village agrees to make such light duty assignments available to all employees in the Department on an equal fair basis, based solely on the basis of ability to perform.

An employee on injury leave or one who returns to work on a light duty basis is prohibited to work a secondary job.

There shall be no permanent light duty assignments. Any bargaining unit employee assigned to light duty for a work related injury or illness will be expected to return to full active and unrestrictive duty immediately upon recovery from the injury or illness.

The Village shall continue to pay the employee's health insurance premium at the applicable employer rate specified in this Agreement for a period not to exceed twelve (12) consecutive months from the date of injury.

### **Section 13.5 Non-Occupational Injury or Illness**

Employees covered by this Agreement, notwithstanding anything to the contrary herein, shall be entitled to utilize accumulated paid vacation days, PDO days, and sick leave without the loss of compensation when such requests relate to a non-occupational injury or illness. Such utilization of paid benefit time shall be consistent with the Village's policy governing Family Medical Leave as specified in Section 13.3, Other Leaves of Absence, of this Agreement.

The Village will not make light duty assignments available for any non-occupational injury or illness.

## **ARTICLE 14: SENIORITY**

### **Section 14.1 Definition of Seniority**

Seniority shall, for the purposes of the Agreement, be defined as an employee's length of continuous full-time service with the Employer. The Employer and Union agree to the seniority list attached as Appendix B is the current seniority list for purposes of this Agreement.

### **Section 14.2 Hire Date**

Bargaining unit employees with the same date of hire shall be placed on the seniority list in alphabetical order based upon the employee's last name.

### **Section 14.3 Probationary Period**

There shall be a probationary period of twelve (12) months for all new employees hired by the Village. This probationary period can be extended by mutual agreement by the Employer and the Union. The Employer may suspend or discharge a probationary employee without cause and such action shall be final. The probationary employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge. Seniority will be retroactive to the first day of employment.

## **Section 14.4 Termination of Employment**

A bargaining unit employee shall retain his place on the seniority list until any of the following conditions occur, at which time an employee's name will be stricken from the seniority list:

- A. Voluntary termination by the employee;
- B. Death of the employee;
- C. Retirement of the employee;
- D. Termination of the employee shall be for just cause; however, probationary employees may be terminated for any lawful reason;
- E. Failure of the employee to return to work after a layoff within fifteen (15) calendar days after the Employer serves notice of recall by certified mail, personal service to said employee, or email. Refusal to accept delivery and/or the inability to deliver such notice shall not constitute a valid defense to the Employer's termination of the employee pursuant to this provision. Such notice shall be at the employee's last known address. It is the responsibility of the employee to keep a current address and/or email on file. The Village will also send a copy of the notice of recall to the Union's Agent by email.
- F. Has been off work continuously for any reason for a period eighteen (18) months or for a total of eighteen (18) months during any three (3) year period when the reason for being away from work is based upon the same event.

## **Section 14.5      Layoff**

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees with the least amount of seniority within each classification shall be laid off first, providing that qualifications, skill and ability of the remaining employees is equal to that of employees to be laid off. The Employer reserves the right to layoff within any single classification. In all instances, the most senior employee with a water operator's certification will be exempt from layoff.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower rated classification provided the bumping employee is then qualified to perform the duties of the lower rated classification. Employees displaced through the exercise of a bump by a more senior employee shall have bumping rights consistent with the provisions of this Section. Employees who exercise the right to bump shall be paid the rate of the classification to which they are bumping.

## **Section 14.6      Insurance Continuation During Layoff**

A bargaining unit employee on layoff status shall be eligible to continue participation in the Village's health insurance program at the applicable employee premium contribution in effect at the time of the layoff. All insurance benefits shall be continued for a period not to exceed twelve (12) consecutive months from the date of layoff or until other full-time employment is obtained, whichever occurs first.

## **Section 14.7     Recall**

Any full-time employee who has been laid off for a period of eighteen (18) months shall not be entitled to reinstatement. The position of the employee shall be determined to be vacated after eighteen (18) months of layoff. If a position becomes vacant, the decision as to whether to fill such position shall be in the sole discretion of the Village.

Laid off employees shall be placed on the appropriate reinstatement list for eighteen (18) months and shall be recalled by classification in reverse order of their layoff as set forth above, prior to any new employee being hired in that classification.

Employees who are eligible for recall shall be given fifteen (15) calendar days notice of recall and the notice of recall shall be sent to the employee by certified or registered mail, personal service or email, with a copy to the Union's Agent by email. The employee must notify his Department Head or designee of his intention to return to work within three (3) business days after receiving notice of the recall. If any employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond. Failure of the employee to return to work after notifying his Department Head or designee of the employee's intention to return to work shall result in termination of that employees recall rights.

Refusal to accept and/or the inability to deliver certified or registered mail or to effectuate personal service shall not constitute a valid defense to the Village's termination of the employee pursuant to this provision. Such notice shall be at the employee's last known address. It is the responsibility of the employee to keep a current address on file.



## **Section 14.8      Job Bidding**

When a vacancy occurs in the bargaining unit, the job shall be posted for a period not less than ten (10) work days. All eligible persons may apply; however, the necessary skill, qualifications, ability and demonstrated work performance shall be the determining factor among those bidding on the vacant position. Current full-time employees who meet the qualifications for the position, subject to bidding, shall be given preference over other applicants.

In the event the Department Head determines that the above requirements have equally been met, length of service (seniority) will be used to determine to whom the job shall be awarded. The determination of skill, qualifications, ability and demonstrated work performance for the vacant position will rest with the Department Head, with the acceptance and concurrence of the Village Administrator and Mayor. This determination shall be final and binding, except in matters where seniority is the determining factor. Any full-time employee interested in bidding for a vacant position must file their application, and resume, if available, during the ten (10) work day posting period.

## **ARTICLE 15: GRIEVANCE PROCEDURE**

### **Section 15.1 Definition of Grievance**

A grievance is a difference of opinion between an employee or employees or the Union and the Village with respect to the meaning or application of the terms of this Agreement, or with respect to the inequitable application of written rules and policies applicable to the employees of the North Riverside Public Works Department which may be in effect from time to time.

### **Section 15.2 Union Representation**

The Union Agent's and/or legal counsel and/or representatives, and the Village's legal counsel and/or representatives may participate in all stages of the grievance procedure. One (1) employee representative shall be released from duty without loss of pay or benefits for any arbitration proceedings under Step 3.

### **Section 15.3 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the occurrence, or when the employee knew or should have known of the occurrence, but in no event shall a grievance be filed more than (3) months after the date of occurrence. Grievances concerning disciplinary suspension or reprimand shall be filed within fifteen (15) calendar days of the imposition of said suspension or reprimand. A grievance shall be processed as follows:

Step 1. The Union or any employee, with or without his/her Union Representative, having a grievance shall submit it in writing signed by the employee(s) and/or the Union to

the Department Head, who is designated for this purpose by the Employer.

The written grievance shall specify the section or sections of this Agreement that are allegedly violated or misinterpreted, and shall include a statement of facts, and the relief requested and/or the remedy suggested. The immediate supervisor, shall discuss the grievance within fourteen (14) calendar days with the Union Representative and the Employee (if the Employee desires to be present), at a time mutually agreeable to the parties. If no settlement is reached, the immediately supervisor, shall give the Employer's written answer to the Union within fourteen (14) calendar days following their meeting.

Step 2. If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator or his/her designated representative, within fourteen (14) calendar days after the Employer's answer in Step 1. A meeting between the Village Administrator, or his representative, and the authorized representative of the Union shall be held at a time mutually agreeable to the parties, within fifteen (15) calendar days following the receipt of the Union's written appeal from Step 1. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Administrator or his representative, and the authorized representative of the Union. If no settlement is reached, the Village Administrator or his representative shall give the Employer's written answer to the Union within fifteen (15) calendar days following the meeting.

Step 3: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Administrator within thirty (30) calendar days after receipt of the Village's answer in Step 2. The parties shall attempt to agree upon an arbitrator within fourteen (14)

calendar days. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators. The panel of arbitrators shall all be members of the National Academy of Arbitrators and residents of Illinois, Indiana, Michigan or Wisconsin. Upon receipt of this list from FMCS, each party shall alternately strike a name from the panel list, until there is one name remaining. The remaining individual shall be the arbitrator.

Either party shall have the right to reject one entire panel received from FMCS, and the order of alternate striking shall be determined by a coin toss. Such striking shall take place at a meeting of the parties' representative which shall occur within fourteen (14) calendar days of the receipt of the list from FMCS.

The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time for the hearing to be set in the Village of North Riverside, unless otherwise mutually agreed, subject to the availability of the Village and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his/her decision and award shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding and shall be rendered within thirty (30) days of the close of the hearing or submission of briefs, whichever is later. The arbitrator shall determine whether an issue is subject to arbitration.

The costs of arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the Village and the Union, provided that each party shall be

responsible for compensating its own witnesses, legal counsel, and paying for its own hearing transcripts.

#### **Section 15.4 Time Limits**

No grievance shall be processed unless it is filed within the time limits set forth in Section 15.3, Grievance Procedure, of this Agreement. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, the union may immediately appeal to the next step.

#### **Section 15.5 Discussion and Investigation**

All grievance discussions and investigations shall take place in a manner which avoids unreasonable interference with the employee's assigned duties and the Village operations.

## **ARTICLE 16: DISCIPLINE**

### **Section 16.1 Just Cause**

The Village shall not discipline or discharge any post-probationary employee without just cause. The Village will meet with the employee prior to issuing corrective action. An employee may have a Union representative during any questioning by the Village that the employee has reason to believe might lead to discipline. Employees may waive this right, provided they do so in writing. Upon written request of the Union, the Village will provide the Union with a copy of a signed waiver of representation. The Employee and the Union Representative will receive copies of all written evidence used during the Village's investigation as well as copies of any written corrective action issued to the employee.

### **Section 16.2 Corrective Discipline**

The Village agrees with the tenets of progressive and corrective discipline, where appropriate, including written warning, written reprimand, suspension and discharge. Notwithstanding anything in this section, the Village retains its right to discipline consistent with the rights granted in Article 6, Management Rights, herein. Depending upon staffing needs, any disciplinary action shall be implemented within ninety (90) days of the determination to discipline an employee.

### **Section 16.3 Contested Discipline**

All contested discipline and discharge of non-probationary bargaining unit members shall be processed through the grievance procedure contained in Article 15 of this Agreement.

### **Section 16.4 Removal of Discipline**

All disciplinary action in an employee's personnel file will be removed from the file after three (3) years in the event there has been no recurrence of the type or kind of conduct giving rise to the action.

## **ARTICLE 17: WORKING CONDITIONS:**

### **Section 17.1 No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, age, religion and handicap.

### **Section 17.2 Policy Changes**

The Employer agrees that any change in its Drug and Alcohol Policy and/or its Employee Handbook shall be provided to the Union at least thirty (30) days in advance by written notice. During this thirty (30) day period, upon the written request of the Union, the Employer and the Union shall discuss the proposed change(s).

### **Section 17.3 New Bargaining Unit Position**

The Employer agrees that the job description and the proposed pay rate for a new bargaining unit position shall be provided to the Union by written notice in advance of posting the position.

### **Section 17.4 Secondary Employment**

Bargaining unit employees may have secondary employment, provided they first notify the Village in writing. Upon receipt of notice, the Village, in the exercise of its discretion, may permit or reject the employee's secondary employment.



## **Section 17.5      Uniforms and Equipment**

The Village will provide work uniforms on a quartermaster system and all necessary safety and protective clothing and equipment in accordance with the attached listing referenced herein as Appendix C. All equipment and uniforms will be provided in accordance with Department Policy and at the Village's expense.

The Mechanic will provide his own small hand tools including, but not limited to, sockets, ratchets, wrenches, screw drivers, pliers and vice grips for use during the course of his employment. The Village will replace any personal tools damaged during the course of the Mechanic's employment at the Village's sole expense with proper notification to the Department Head. Any new tool approved and purchased for use during the course of Mechanic's employment will remain the property of the Village of North Riverside.

## **Section 17.6      Village Issued Cell Phones**

The Village will provide bargaining unit employees with Village issued cell phones for use during the course of employment. Village provided cell phones may be used for personal calls; however, usage by employees for personal calls shall not interfere with an employee's job duties or increase the Village's cost for providing the phone. If an employee refuses to accept a Village issued cell phone, the Village will not reimburse an employee for any business related calls or additional costs to his personal cell phone.

If it is determined by the Village that job interference or excessive usage has occurred, the Village may in its discretion terminate the employee's phone usage or charge the employee for the excess costs incurred.

## **Section 17.7 Tax Deferred Retirement Plan**

The Village shall continue to offer to employees a tax deferred retirement plan (i.e., 457(b) plan) in which employees may participate.

## **ARTICLE 18: UNION RIGHTS**

### **Section 18.1 Business Agent Access**

Authorized Business Agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided there is no interruption of work. The Business Agent must give twenty-four (24) hours advanced notice and sign in prior to meeting with Employees. The Business Agent will follow all safety requirements of the Village while on the premises.

### **Section 18.2 Negotiating Team**

A maximum of one (1) Union employee designated as being on the negotiating team who is scheduled to work on a day on which negotiations occur, shall be excused from his/her regular duties, without loss of pay or benefits, for the actual hours of negotiation meetings and caucuses.

### **Section 18.3 Bulletin Board**

The Village agrees to furnish suitable space for a bulletin board to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. A copy of all notices shall be provided to the Department Head when they are posted.

### **Section 18.4 Union Activities**

Employees may conduct Union activities during working hours with the approval of the Department Head or his/her designee as described provided such activities are related

to the administration and/or enforcement of the terms of this Agreement and such activities do not interfere the operations of the Department.

## **ARTICLE 19: SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet within ten (10) working days of such notification and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable. The inability to reach an agreement for substitute provisions will not be considered a violation of this Agreement or an unfair labor practice.

## **ARTICLE 20: HEALTH AND WELFARE**

### **Section 20.1 Hospitalization and Medical Coverage Program**

The Village shall continue to provide substantially similar group health, hospitalization, prescription drug, dental and optical insurance to all non-retired bargaining unit employees and their eligible dependents, as exist at the time of the execution of this Agreement. The Village retains the right to substitute, replace or supplement such insurance with a preferred provider organization (PPO), to provide coverage through "HMO" systems, or to self-insure the coverage afforded to employee.

All employees hired full time on or after July 1, 2016 can either participate in the Village's PPO2 Plan or HMO plan. The PPO1 health care plan is closed to new participants as of July 1, 2016. If an active employee currently enrolled in the PPO1 health care plan elects to change his coverage in health care plans during an open enrollment period, they will be prohibited from future participation in the PPO1 at a later date.

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same.

## **Section 20.2 Employee Premium Contributions**

The employee will authorize the Village to automatically deduct from the employee's bi-monthly payroll check the employee's share of the premium contributions for participation in the Village's group health insurance program as follows:

July 1, 2021 – 12% of premium

July 1, 2022 – 14% of premium

July 1, 2023 – 16% of premium

July 1, 2024 – 18% of premium

July 1, 2025 – 20% of premium

## **Section 20.3 Life Insurance**

The Village will provide life insurance for each employee during their period of active full time employment by the Village in an amount equal to \$45,000. The Village, in its discretion, may determine the manner in which it chooses to provide for the death benefit.

Only employees who were hired prior to January 1, 2011 are eligible for life insurance continuation as part of the Village's post-retirement insurance benefit package offered to eligible employees at the applicable employee premium contributions at the time of retirement.

## **Section 20.4 Post-Retirement Health Insurance - Hired Prior to January 1, 2011**

The Village agrees to continue to make available post-retirement health insurance benefits to all eligible bargaining unit employees hired prior to January 1, 2011. For purposes of this section, an eligible employee is one who was full-time immediately prior to retirement, submits an application and is approved for retirement benefits with the Illinois Municipal Retirement Fund at the time of separation from the Village, and has completed a minimum of twenty (20) years of continuous full time service with the Village. Employees who leave the employment of the Village for any reason other than retirement shall not be eligible for post-retirement health insurance benefits.

The Village shall pay a portion of premiums for post-retirement health insurance benefits for eligible employees and any dependents currently covered by the Village's health insurance plan at retirement. Eligible employees or dependents who wish to continue his participation and coverage in the Village's health insurance program shall make payments to the Village for such continued health coverage at the same percentage rate for employee premium contributions as was in effect on such employee's last day of active employment.

An eligible employee's spouse may continue to participate in the Village's post-retirement health insurance plan, except the Village shall no longer pay any of the premiums for such post-retirement health insurance benefit under the following circumstances:

1. If the eligible employee predeceases his or her spouse following the eligible employee's retirement and the spouse remarries; or
2. If the employee is divorced from his or her spouse following the eligible employee's retirement; or

3. Should an eligible employee's spouse at any time following the eligible employee's retirement from the Village receive post-retirement health insurance benefits from his or her employer

When a retiree becomes eligible for both Medicare and the Village's health insurance plan, Medicare will be the primary coverage and the Village's health plan will become secondary. Also, when a retiree is eligible to receive health benefits through another employer, the Village benefits will become secondary.

Any employee who is eligible for retiree health insurance must complete the retiree health insurance election form and remit the appropriate premium payment to the Village's health plan administrator within thirty (30) days following the effective date of the employee's retirement, otherwise, the retiree will automatically forfeit his right to continue health insurance under this directive except as provided by State and Federal law.

Retiree health insurance will automatically terminate for the retiree and/or covered dependents upon the earliest of the following circumstances:

1. The retiree/retiree's dependents fail to remit the monthly premium payment to the Village's health plan administrator; or
2. The retiree returns to active employee status with the Village and becomes covered under the Village's health plan.

## **Section 20.5 Post-Retirement Health Insurance - Hired On or After January 1, 2011**

A bargaining unit employee who was hired on or after January 1, 2011 wishing to continue his participation and coverage in the Village's group health insurance program as



a retiree shall be responsible for 100% of the premium payments for such health insurance coverage upon retirement. The Village shall have no obligation to make any payments or contributions for such insurance premiums, but shall be required to make annual contributions equal to one and one-half percent (1½%) of the employee's base salary into a Retirement Health Savings (RHS) account. The employee shall also be required to make annual contributions into the same RHS account equal to at least one and one-half percent (1 ½%) of the employee's base salary, but may voluntarily elect to contribute more than the mandatory contribution provided such additional contributions meet all necessary Federal and State laws.

## **Section 20.6 Survivorship Benefits**

The Village agrees to continue to make a “survivorship” benefit available to an eligible employee's surviving spouse and dependent children as defined by the participating health insurance plan document, provided all of the following eligibility requirements are met:

1. The employee was actively employed with the Village at the time of death; and
2. The employee completed twenty (20) years of continuous full time service with the Village prior to the date of death.
3. The employee's surviving spouse and/or dependent children shall be responsible for paying the employee's applicable share of the health insurance premiums at the same rate in effect at the time of the employee's death. If the surviving spouse gets remarried or is offered major medical health insurance through another employer, such survivorship benefits shall terminate.

## **ARTICLE 21: DURATION AND RENEGOTIATION**

### **Section 21.1 Duration and Notice.**

This Agreement and each of its provisions shall be effective as of May 1, 2021 and shall continue in full force and effect until April 30, 2026 and shall continue thereafter from year to year unless notice is given in writing of the desire to change, modify or terminate the Agreement by either party to the other party no less than sixty (60) days prior to the expiration of such period.

### **Section 21.2 Continuing Effect.**

Notwithstanding any provision of this Agreement, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement, or any part thereof, are under way between the parties.

### **Section 21.3 Entire Agreement**

This Agreement, upon ratification, supersedes all prior practices and agreements in contradiction, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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


that right and opportunity are set forth in this Agreement.

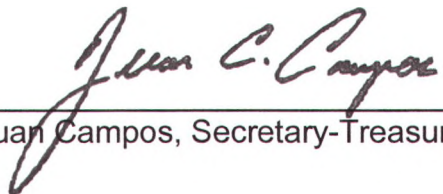
Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, except for such subjects or matters which were not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

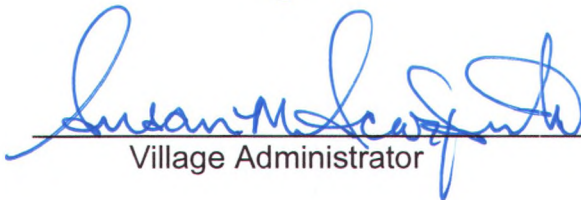
Executed by the authorized representatives of the parties, this 14<sup>th</sup> day of July, 2021.

**VILLAGE OF NORTH RIVERSIDE,**  
an Illinois municipal corporation

**TEAMSTERS LOCAL UNION 705,**  
an affiliate of the International  
Brotherhood of Teamsters

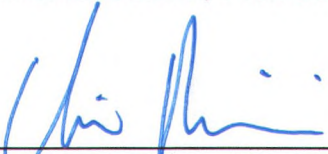
  
\_\_\_\_\_  
Village President


  
\_\_\_\_\_  
Juan Campos, Secretary-Treasurer

  
\_\_\_\_\_  
Village Administrator

  
\_\_\_\_\_  
Ken Emanuelson, President

ATTEST:

  
\_\_\_\_\_  
Vince Ranieri, Employee  
Representative

  
\_\_\_\_\_  
Village Clerk

(Seal)

## APPENDIX A: SALARY PLAN

### Effective May 1, 2021 (1.5%)

Position	Start	After Completion of							2% Longevity Increases			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10	Year 15	Year 20	Year 25
Laborer	49,192	51,897	54,754	57,764	60,941	64,290	67,827	71,558	72,989	74,450	75,942	77,460
Foreman	57,221	59,799	62,788	65,934	69,233	72,004	74,887	78,632	80,205	81,809	83,448	85,118
Mechanic	53,318	55,717	58,225	61,139	64,199	67,406	70,776	74,318	75,805	77,323	78,871	80,449

### Effective May 1, 2022 (1.5%)

Position	Start	After Completion of							2% Longevity Increases			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10	Year 15	Year 20	Year 25
Laborer	49,930	52,675	55,575	58,630	61,855	65,254	68,844	72,631	74,084	75,567	77,081	78,622
Foreman	58,079	60,696	63,730	66,923	70,271	73,084	76,010	79,811	81,408	83,036	84,700	86,395
Mechanic	54,118	56,553	59,098	62,056	65,162	68,417	71,838	75,433	76,942	78,483	80,054	81,656

### Effective May 1, 2023 (2%)

Position	Start	After Completion of							2% Longevity Increases			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10	Year 15	Year 20	Year 25
Laborer	50,929	53,729	56,687	59,803	63,092	66,559	70,221	74,084	75,566	77,078	78,623	80,194
Foreman	59,241	61,910	65,005	68,261	71,676	74,546	77,530	81,407	83,036	84,697	86,394	88,123
Mechanic	55,200	57,684	60,280	63,297	66,465	69,785	73,275	76,942	78,481	80,053	81,655	83,289

### Effective May 1, 2024 (2.5%)

Position	Start	After Completion of							2% Longevity Increases			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10	Year 15	Year 20	Year 25
Laborer	52,202	55,072	58,104	61,298	64,669	68,223	71,977	75,936	77,455	79,005	80,589	82,199
Foreman	60,722	63,458	66,630	69,968	73,468	76,410	79,468	83,442	85,112	86,814	88,554	90,326
Mechanic	56,580	59,126	61,787	64,879	68,127	71,530	75,107	78,866	80,443	82,054	83,696	85,371

### Effective May 1, 2025 (2.5%)

Position	Start	After Completion of							2% Longevity Increases			
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 10	Year 15	Year 20	Year 25
Laborer	53,507	56,449	59,557	62,830	66,286	69,929	73,776	77,834	79,391	80,980	82,604	84,254
Foreman	62,240	65,044	68,296	71,717	75,305	78,320	81,455	85,528	87,240	88,984	90,768	92,584
Mechanic	57,995	60,604	63,332	66,501	69,830	73,318	76,985	80,838	82,454	84,105	85,788	87,505

## APPENDIX B: SENIORITY LIST

The following table represents the current seniority list of the bargaining unit employees. Initials beside each name indicate that the individual has verified the accuracy of the hire date appearing beside his name.

<b>NAME</b>	<b>INITIALS</b>	<b>HIRE DATE</b>
Edward Durec		6/16/1988
Scott Hickey		6/1/2000
Matthew Kerke		12/16/2020
Scott Kopach		10/1/1988
Vince Ranieri		10/7/1997
Anthony Ritacca		6/1/2000
Zachary Zakosek		7/1/2013

## APPENDIX C: UNIFORM AND EQUIPMENT LIST

### Provided Uniforms & Protective Clothing

- Work pants (11 pairs)
- Polo style shirts or T-shirts (11)
- Jacket or vest with winter lining (2)
- Steel toe work boots (1 pair per year and up to maximum of \$250)
- Hooded sweatshirts (2)
- Reflective work vest – OSHA approved (1)
- Winter hat/cap and protective cold weather face mask
- Extreme cold gear (Carhart) bibs and jacket (1)
- Winter gloves
- Rain gear with reflective striping – OSHA approved (1 set)
- Hip boots for water main breaks (1 pair)
- Rain boots (1 pair)

### Provided Protective Equipment

- Safety glasses/goggles, clear and tinted
- Ear protection
- Disposable face masks
- KN95 masks
- KN100 with extra cartridges (1)
- Hard hat with strobe light & scene light – OSHA approved (1)
- Hot pads for hands
- Sanitizer wipes and hand sanitizer stations
- Sun lotion with UV protection
- UV light to disinfect equipment & vehicles
- Disposable gloves for sanitary purposes and waterproof
- Any other protective safety equipment as deemed necessary by the Village

All safety equipment must be used at all times. If a bargaining unit member chooses not to use the safety equipment provided by the Village, they may be subject to disciplinary action and assume the risk of injury without compensation.