

THE VILLAGE OF SHERMAN
SANGAMON COUNTY, ILLINOIS

ORDINANCE NUMBER 2021-14

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE TEAMSTERS LOCAL 916**

TREVOR J. CLATFELTER
Village President

SEAN BULL, Village Clerk
MICHAEL STRATTON, Deputy Clerk

PAM GRAY
BRET HAHN
BRIAN LONG
KIM ROCKFORD
KEVIN SCHULTZ
JAY TIMM
Village Trustees

ORDINANCE NO. 2021-14

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE TEAMSTERS LOCAL 916**

***BE IT ORDAINE BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF SHERMAN, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:***

SECTION 1. The attached Collective Bargaining Agreement between the Village of Sherman and the Teamsters Local 916 is hereby approved.

SECTION 2. The Village President is authorized and directed to execute the agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement according to its terms.

SECTION 3. This ordinance is effective immediately.

SO ORDAINED this 6th day of July 2021, at Sherman, Sangamon County, Illinois.



VILLAGE OF SHERMAN

Trevor J. Clatfelter

Trevor J. Clatfelter, President

Attest: *Sean Bull*

Sean Bull, Village Clerk

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG			✓	
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER				
TOTAL	5	0	1	0

ORDINANCE CERTIFICATE

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true and exact copy of Ordinance Number 2021-14, adopted by the President and Board of Trustees of said Village on the 6th day of July 2021, said Ordinance being entitled:

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE TEAMSTERS LOCAL 916**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I hereunto set my signature and affix the official seal of said Village this 6th Day of July 2021.




Village Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF SHERMAN



AND

GENERAL TEAMSTERS/ PROFESSIONAL &
TECHNICAL EMPLOYEES
LOCAL UNION NO. 916
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOODOFTEAMSTERS



May 1, 2021

To

April 30, 2023

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PREAMBLE

This Agreement is entered into by Village of Sherman, Illinois, Department of Public Works, a body politic, hereinafter referred to as the Employer, and General Professional/technical Employees Teamsters Local Union No. 916, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to the Illinois Public Labor Relations Act (Ill. Rev. Stat., 1985, Ch. 48, 1601, et seq.) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

Section 1. Unit Recognition

It is agreed by the Employer that the Teamsters Union Local Number 916 shall be the sole bargaining agent for all persons employed in the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act. The bargaining unit will consist of all permanent full-time and regular part-time employees of the Village of Sherman employed in the classifications of **Mechanic/Skilled, Laborer/Operator; and Skilled Laborer/Operator** and such other classifications as may be added in accordance with this Agreement. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the Illinois State Labor Relations Board to seek the necessary clarification.

Section 2. New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the arbitration step of the grievance procedure.

Section 3. Probationary Period

Any new employee shall serve a probationary period of six (6) months. Employer reserves the right to extend the probationary period an additional six months (totaling one probationary year) upon notice of extension to Union and Union's consent of additional months. During the probationary period the employee shall not be entitled to fringe benefits contained in this Agreement. During the probationary period the employee may be discharged without further recourse provided, however, the Employer may not discharge or discriminate for the purpose of evading this Agreement or discriminating against Union members. Upon completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Section 4. Employer Not to Sponsor Other Organizations

The Employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union.

Section 5. Employer Not to Enter into Another Agreement

The Employer agrees not to enter into any agreement or contract with employee in the bargaining unit, individually or collectively, which, in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 6. Stewards

The Local Union shall retain the right to appoint a Union Steward and an alternate to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the Steward. The Employer shall be notified in a like manner of any change of same.

Section 7. Seasonal Employees

The Employer retains the right to hire seasonal employees. Seasonal employees will not be entitled to any benefits provided for in this Agreement. The Village President will supply a list of such seasonal employees to the Union Steward as soon as practicable after they are hired. Such employees shall not be used to erode the bargaining unit.

Section 8. Part-Time Employees

The Employer retains the right to hire permanent part-time employees. The Employer agrees to notify the Union prior to said hiring. The total number of permanent part-time employees shall not exceed the number of permanent full time employees' times four within that job classification unless mutually agreed to by the parties. It is the intent of both parties that permanent or temporary part time employees shall not be used to erode the bargaining unit. Probationary period for permanent part-time employees shall be the same as full time employees regardless of hours worked. Part-time employees shall not be held to the provisions of Article III unless they are employed for more than sixty (60) calendar days. Such employee shall not accrue seniority or any other benefits under this contract.

ARTICLE II MANAGEMENT RIGHTS

The Union and Employees recognize the prerogative of the Employer to operate and manage its affairs in all respects, in accordance with existing and future State and Federal laws and Regulations. The prerogatives of authority which Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Among the rights

retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to enter into and take advantage of mutual aid and other agreements with other units of government, and where appropriate, for employees to respond to calls from other units of governments and for public works employees of such other units of government to perform bargaining unit work.

The Union and Employees recognize that the Employer's rights, powers, and authority are inherent and include, and are not limited to the following: determination of standards of disciplinary action for just cause which determination shall be subject to the grievance procedure; relieving its employees from duty because of lack of work, shortage of budgeted funds or for other legitimate reasons; issuance of rules and regulations; establishment of budgets; maintenance of the efficiency of governmental operations; determinations of methods, means and personnel by which the Employer's operations are to be conducted; establishment and revision, or discontinuance of policies, programs, and procedures to meet changing conditions, to better serve the needs of the public; determination of the content of job classification; exercise of complete control and discretion over its organization, and the technology of performing its work; and to fulfill all of its legal responsibilities.

The Employer's rights are inherent by virtue of law and, where such rights may not be inherently set forth above, the parties intend that such rights are retained by the Employer unless specifically and directly superseded by the terms of this Agreement. Further, the parties agree that, during the term of this Agreement, the Employer can exercise these rights unilaterally, without giving notice and an opportunity to bargain over these subjects or the effects of these subjects.

ARTICLE III UNION SECURITY

Section 1. Maintenance of Membership

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date shall maintain his/her membership during the term of this Agreement.

Section 2. Stewards

The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate in the bargaining unit. The steward and alternate shall be identified, in writing, by the Union to the Employer. Changes in stewards or alternates will also be made known immediately in the same fashion.

Section 3, Access to Premises

Authorized business agents or officers of Teamsters Local 916 shall have a reasonable access to permanent facilities of the Village of Sherman for the purpose of investigating grievances, attending grievance hearings and for other reasons related to the administration of this Agreement.

Section 4. Union Dues

The Employer agrees to deduct the requisite amounts of payments for Union dues for certain employees covered under this Agreement as provided hereafter in this Article.

Section 5, Fair Share

Membership dues are a payroll deduction payment collected by Employer in behalf of Union from employee paychecks once a dues deduction authorization is provided.

Section 6. Dues and Fair Share Checkoff

Membership dues shall be deducted for employees who signed payroll deduction authorization forms authorizing such deductions. The Village of Sherman shall begin such deduction with the next pay period following Department receipt of the payroll deduction authorization.

Section 7. Payment

The Village of Sherman shall pay the Union monthly for the amounts withheld from each employee paycheck. A list of employees and the amount deducted from their paychecks shall be supplied to the Union.

Section 8. Indemnification

The Union agrees to indemnify the Village of Sherman for any expenses and/or losses incurred by the Village of Sherman in effectuating the provisions of this Article. Such expenses shall

include the cost of lawsuits brought against the department relating to the administration and/or effect of this Article.

Section 9. Maintenance of Standards

The Village of Sherman shall not impose or continue in force as to the employees covered by this Agreement during the term hereof, levels of wages, hours, or working conditions less favorable than those contained in this Agreement as negotiated with Local 916 without prior negotiation and written agreement with the Union.

Section 10. D.R.I.V.E.

The employer agrees to deduct from the pay of those employees who individually request D.R.J.V.E. contribution deductions, which shall then be remitted to the Union.

ARTICLE IV NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or other non-merit factors.

Section 2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE V WORK STOPPAGE

Section 1. Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or Village of Sherman employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement. The Village of Sherman shall not lockout employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Village of Sherman to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work and provide the Village of Sherman with a copy of such order. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. Penalties

Any or all of the employees who violated any of the provisions of this section may be discharged or disciplined by the Employer. In an arbitration proceeding involving breach of these provisions, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VI PERSONNEL FILES

Section 1. Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his/her personnel file at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file.

Section 2. Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his/her personnel file subject to the procedures contained in Section 1 above.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 1. Definition

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- a) oral warning
- b) written warning
- c) suspension without pay
- d) discharge

Section 2. Just Cause

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 3. Limitation

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer. Such actions shall include but are not limited to: carrying of a concealed weapon; possession of a controlled substance or alcohol; insubordination, where such action causes a disruption to the operation of the Public Works Department; intentional destruction or theft of Village of Sherman property; fighting on the job; dishonesty; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required. Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 4. Use of Prior Warnings

Any written warning or suspensions shall not be considered in imposing a disciplinary penalty for a current offense when more than twelve (12) months have elapsed from the written warning or suspension.

Section 5. Written Notice

Both the employee, the Steward and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Section 6. Pre-Disciplinary Conference

Prior to any disciplinary action being imposed by Employer, pursuant to this Article, Employer shall cause a conference to be held among the Village President or his/her designee, a representative of Teamsters Local No. 916 and the Union Steward to discuss the discipline contemplated by the Employer.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as a difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 4. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his/her request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 3. Subject Matter

Only one subject matter shall be covered in any one grievance. A written grievance shall contain a statement of the Grievant complaint, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 4. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by written mutual agreement.

Section 5. Investigation

Steward or alternate shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay.

Section 6. Grievance Meetings

A maximum of one (1) employee (the grievant or the Union steward) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. A maximum of two (2) employees (the grievant and/or Union steward) per work shift shall be excused from work with pay to participate in a Step 3 or Step 4 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. Each side will make every effort to meet the timelines on each grievance level as discussed below. All timelines discussed below can be held in abeyance by mutual agreement of the parties.

Section 7. Steps in Procedure

Step 1. The employee, along or with a Union representative, shall contact the Director of Public Works in writing within five (5) working days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve her/his complaint later, unless the employee reasonably believes that the assignment endangers his/her safety. The Director of Public Works shall, within five (5) working days, in writing inform the employee of his/her decision. The "work day" shall be defined as any day on which the Village of Sherman is open and conducting business.

Step 2. If the grievance is not settled at the first step, the Union shall advance the written grievance and present it to the Village of Sherman President no later than ten (10) working days after the written decision of the Director of Public Works or the date the decision was due. Within five (5) working days after the grievance is presented to Step 2, the Village of Sherman President shall discuss the grievance with the Union and the grievant. The Village of Sherman President shall respond in writing within five (5) working days following the meeting.

Step 3. If the grievance is not settled in the second step, the grievance may be appealed in writing to the Village of Sherman Committee on Operations, Personnel, and Labor Relations within five (5) working days after the written decision of the Village of Sherman President. Within twenty (20) working days after the grievance is filed to Step 3, the Village of Sherman Committee on Operations, Personnel, and Labor Relations shall meet with the Union and the grievant. Following the meeting, the Village of Sherman Committee on Operations, Personnel, and Labor Relations shall render a written decision within five (5) working days.

Step 4. If the matter is not adjusted in Step 3, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) working days after the Step 3 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator first from the local community or then from the Federal Mediation Conciliation Service, Illinois Department of Labor, or other sources. If the parties are unable to agree on an arbitrator within ten (10) working days after such a meeting, the parties shall request the Federal Mediation Conciliation

Service, to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one(!) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Village of Sherman, Illinois, unless mutually agreed otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of an arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. If an arbitrator of the Federal Mediation Conciliation Service is used, then the arbitrator shall apportion the cost of arbitration between the parties on the principle of the loser shall pay. Costs of arbitration shall include arbitrator's fees, room cost and transcription cost. Nothing in the Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the Federal Mediation Conciliation Service.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

ARTICLE IX HOURS OF WORK/BREAKS/OVERTIME

Section I. Week Defined

The scheduled workweek consists of seven (7) consecutive days commencing at midnight on Sunday.

Section 2. Hours of Work

- a. The starting hour for all employees in the bargaining unit shall be 7:00a.m. and quitting time shall be 3:30p.m. making a total of eight (8) hours in the working day. Each employee's regularly scheduled work shift shall be within these hours, Monday through Friday.

- b. During the period beginning May 1st each year and ending September 30th of each year, the employees shall work from 6: 00 a.m. until 2:30 p.m. The employer reserves the right to flex the above defined hours of work in the event of a weather-related emergency.

Section 3. Break Periods

Two rest periods of fifteen (15) minutes may be taken; one (1) before lunch break and one (1) after lunch break, but not in conjunction with the lunch break unless authorized by the Director of Public Works.

Section 4. Lunch Period

The Employees shall have a lunch break of thirty (30) minutes with the schedule of the break to be approved by the Director of Public Works.

Section 5. Overtime Defined

Overtime is defined as all work in excess of forty (40) hours per week or more than eight (8) hours in one day.

Section 6. Overtime Payment

When requested by the Village of Sherman, employees shall work overtime. Overtime will be paid in fifteen-minute increments.

Overtime shall be paid for at the rate of (1 ½) times the employee's regular rate. Employees who are called to work on Saturday and Sunday shall be paid (1 ½) times the regular rate.

Employees who are called to work on a Holiday shall be paid double the regular rate.

The Village of Sherman President shall determine, based on the fiscal ability of the Village, whether the employee receives compensatory time off or be paid in wages for overtime hours worked.

Section 7. Responsibility to Work Overtime

(a) The employees acknowledge that overtime is most frequently offered by the Employer in an emergency situation. The Union and the employees acknowledge that in such emergencies each employee bears a greater responsibility to work overtime because of the small number of employees in the bargaining unit.

(b) If an emergency situation is declared and the full maintenance crew is needed to perform the emergency work, and a maintenance employee refuses to work regular or overtime hours, the employee shall be suspended from the Village of Sherman for a period of three (3) to five (5) working days. The exact duration shall be determined by the Director of Public Works or

Village President. Exceptions may be granted in the case of a family emergency. In the case of a second violation, termination of employment shall be considered.

ARTICLE X SENIORITY/LAYOFFS VACANCIES

Section 1. Probation

Any new employee shall serve a probationary period of six (6) months. Employer reserves the right to extend the probationary period an additional six months (totaling one probationary year) upon notice of extension to Union and Union's consent of additional months. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the six (6) continuous months probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

Section 2. Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire.

Section 3. Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

1. quits;
2. is discharged;
3. is absent from work three (3) consecutive days without notification to and approval by the Employer, unless unable to notify for physical injury or other reasonable excuse;
4. is laid off for more than one (1) year or fails to report to work within five (5) working days after having been recalled from layoff;
5. fails to report for work at the termination of a leave of absence;
6. if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
7. if he is retired.

Section 4. Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

Section 5. Application

In all cases of layoff, seniority shall prevail provided that the employees retained are capable of performing the work required.

Section 6. Layoffs

When the Employer determines that layoffs are necessary, it shall also determine the number of employees to be laid off. Subject to Section 5 above, employees shall be laid off by seniority.

Section 7. Recall

Employees shall retain recall rights for one (1) year. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled in seniority order.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified letter sent to the employee's last known address. It is the responsibility of any employee on layoff to provide the Employer with his/her latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept the recall.

ARTICLE XI HOLIDAYS

- (a) New Year's Day
- (b) Good Friday
- (c) Memorial Day
- (d) 4th of July
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving Day
- (h) Day After Thanksgiving
- (i) Christmas Day

Regular full-time employees shall have time off, with full salary payment, on the above listed holidays.

ARTICLE XII VACATIONS

Full-time Employees will be allowed vacation time as follows:

- (a) After successfully completing one-year, full-time employees will then be allowed to accrue two weeks of vacation time, there after vacation time accrues on a monthly basis.
- (b) After the full-time employee has worked five (5) consecutive years for the Village of Sherman, said employee will accrue three (3) weeks' vacation time.
- (c) After the full-time employee has worked ten (10) consecutive years for the Village of Sherman, said employee will accrue four (4) weeks' vacation time.
- (d) After the full-time employee has worked twenty (20) consecutive years for the Village of Sherman, said employee will accrue five (5) weeks' vacation time.

Full-time employees will be allowed to accumulate two (2) years vacation time.

EXAMPLE - Employees with three (3) years' service would only be able to carry four (4) weeks into their fourth year of service.

Employees with six (6) years' service would only be able to carry six (6) weeks into their seventh year of service.

Requests will be approved at the discretion of the Department Head. Requests for the same date will be approved by seniority.

Compensation for Vacation Credits:

Salary payment will be made in lieu of vacation leave not taken upon termination.

ARTICLE XIII PERSONAL DAYS

Personal days may be taken after probation, with good cause and approval of the Department Head and the Village President not to exceed three (3) days per year and not to be considered as vacation days.

ARTICLE XIV SICK LEAVE

All permanent employees shall receive one sick day per month, twelve (12) per year. Sick days must be used for actual illness or injury preventing an employee from being able to work.

Employees absent in excess of three (3) consecutive days must present a physician's note or report. Sick leave may be used in case of the illness of the immediate family of the employee

(Spouse, domestic partner, children, step-children, In-laws, and Paternal and Maternal Grandparents). Unused sick leave shall not be payable upon the termination of employment. No limit is placed on the number of sick days which can be accumulated.

ARTICLE XV FUNERAL LEAVE

Section I. Amount of Leave

If a death occurs in the immediate family of an employee, a maximum of two (2) days special leave will be allowed to that employee at full pay to attend the funeral and the affairs of the family.

These days will not be charged to vacation or sick leave. If it is necessary for the employee to be absent from work more than two (2) days, he/she will not be paid for any time in excess of the two (2) days, and the additional time will not be charged to vacation or sick leave.

Section 2. Scope of Leave

For purpose of this Section, "immediate family is defined as the father, stepfather, father-in-law, mother, step mother, mother-in-law, spouse, child, step-child, brother, brother-in-law, sister, sister-in-law, grandchildren, the employee's grandparents, and the spouses' grandparents.

ARTICLE XVI LEAVE OF ABSENCE

Leave of absence can only be taken when all vacation and compensatory time has been used, except in the case of employees under Military Orders.

Any employee desiring a leave of absence from his/her employment must secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for one like period, Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provisions shall result in the termination of the employee involved. Inability to work because of proven sickness or injury shall not result in termination or the loss of seniority rights.

No salary, wage or benefits will be paid during a leave of absence, and employees on such leave desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium.

This is time off without pay. All such leave is subject to approval of the Director of Public Works and Village of Sherman President.

Military Leave:

There shall be granted up to fifteen (15) days of leave for military training or special duty to employees who are members of a reserve component of the United States Armed Forces. The Village will compensate any difference in pay if military pay is less than the regular rate of pay for that employee. Any leave beyond this increment of time would come under above section-leave of absence. Subject to applicable Federal Law the employee using military leave shall be responsible to furnish his/her Department Head a copy of the orders necessitating the Military Leave.

**ARTICLE XVII
COMPENSATORY TIME OFF**

At the direction of the Director of Public Works and Village President, full-time employees may be granted compensatory time-of equal to one and one-half (1 1/2) times the number of overtime hours worked. No employee may accrue more than eighty (80) hours of compensatory time at any one point in time; overtime work in excess of this limit must be compensated in cash. An employee shall be compensated in cash for compensatory time remaining unused at the time of termination of his/her employment to be paid at a rate based upon the average rate of pay received by the employee during the previous three (3) years, or at the final regular rate received by the employee, whichever is higher. An employee can utilize accrued compensatory time within a reasonable period of requesting its use so long as the use is not unduly disruptive.

Compensatory time may be used in conjunction with vacation leave and may be taken only when scheduled ahead of time, with approval of the Director of Public Works and/or Village President. The provisions of this section shall be subject to the requirements of the Fair Labor Standards Act and any other applicable State or Federal Law.

**ARTICLE XVII
WAGES**

Effective:	<u>05/01/2021</u>	<u>05/01/2022</u>
	3%	3%

Permanent part-time Employees:

05/1/2021
\$11.00/hr. per state minimum wage requirements

**ARTICLE XIX
INSURANCE**

The Employer shall maintain a healthcare insurance plan comparable to the healthcare insurance plan that is provided for all other Village of Sherman employees. Starting May 1, 2017, the Employer shall pay ninety percent (90%) and the employee will pay the remaining ten percent (10%) of employee coverage during the term of this Agreement. Employee shall pay one-hundred percent (100%) of spouse and/or dependent coverage during the term of this agreement. The aforementioned language above applies equally to dental and AD&D benefits provided by the employer. The Term Life Insurance Plan currently in effect shall continue for the term of the contract.

The Union and the Village recognize that insurance costs may increase over time and it may be necessary to establish a health insurance committee. If the Village determines such a need arises to address increased costs in insurance, the Village shall convene the health insurance committee made up of Labor and Management to examine various options and plans available for health insurance to contain costs both for the employees and the Village. The health insurance committee shall be comprised of one member from the bargaining unit and/or his or her designated labor representative, one sitting member of the Board of Trustees, and the Village President. The purpose of the health insurance committee shall be to examine different health insurance plans, plan designs and deductible/co-pay options available to the employer and employees.

**ARTICLE XX
PENSION**

All full-time employees of the Village will receive the 457 Plan that the Village of Sherman currently provides.

**ARTICLE XXI
MISCELLANEOUS PROVISIONS**

Section I. Telephone/Driver's License/Uniforms

Employees designated by the Employer may be required to obtain and maintain a driver's license appropriate for employment related use. The Employer agrees to provide equipment and up to ½ hour training on work time to assist present employees in obtaining the appropriate driver's license. Employees will be allowed to take the appropriate driver's license test during work time at a time designated by the Employer.

The Employer shall provide uniforms for the employees. The employer shall continue to furnish and maintain twelve (12) sets uniforms of (a) T-shirts, (b) Collared shirts, and (c) pants.

If a specific license is a requirement of the job, the Employer shall reimburse the employee for costs to obtain and/or maintain that license (i.e., COL or spraying license). The Employer shall pay for the cost of the first examination per year for an employee seeking to obtain or maintain a license (i.e., a COL or spraying license) that is a requirement of the job. The Employee shall submit a receipt and be reimbursed for said examination.

The Employer shall continue to provide each employee with a working cell phone, fiscally permitting.

Section 2. Phone Numbers

The Director of Public Works shall be notified immediately of any change of address or phone number.

Section 3. Eye Protection

The Employer will furnish eye protection.

Section 4. Hard Hat

Employees shall be issued a hard hat to be worn while performing work as directed by the Director of Public Works. When an employee terminates employment with the Village of Sherman, he/she must turn his/her hard hat in or pay the cost.

Section 5. Vests

Employees engaged in activities and/or within fifteen (15) feet of the edge of the pavement, which normally do not require flagmen shall wear high visibility vests provided by the Employer.

Section 6. Safe Equipment

It shall be the responsibility of both the Employer and employees to see that equipment is in safe operating condition. The Employer shall not require employees to operate unsafe equipment.

Section 7. Clean Work Place

Employees are to help keep the work areas, equipment, and tools neat and clean. All scrap shall be placed in scrap containers; all cups and trash shall be placed in trash containers.

Section 8. Garage

No Village property may be taken from the garage outside of work hours except in case of emergencies as determined by the Village of Sherman or without prior permission of the Director of Public Works or the Village President.

There will be no admittance to the garage at any time other than the scheduled working hours, unless called to duty by the Employer, or by permission of supervisors.

Section 9. Job Injury and Leave for Work Connected Illness

All injuries sustained on the job, no matter how slight, should be immediately reported to the Director of Public Works who will arrange for necessary first aid or treatment.

In the event such employment related injury or illness becomes the subject of an award of the Illinois Industrial Commission or otherwise compensated for under applicable law, the employee shall remit to the Employer the dollar equivalent which duplicates payment received as sick leave days, whereupon the employee's sick leave account shall be recredited with the number of sick leave days used and re-compensated for.

Section 10. Tools

In the event that a tool is necessary for the completion of job, the Employee shall notify the Director of Public Works of said tool. Upon approval of the Director of Public Works, the employee may bring his/her own personal tools to work to complete a project. Upon the approval to bring the personal tool to work, if the tool is subsequently lost or broken while being utilized for the Village of Sherman, the Village of Sherman shall reimburse the employee for the cost of obtaining a new tool.

Section 11. Maintenance of Standards

The Employer agrees to maintain all existing conditions of employment and rules and regulations, which are not superseded by this Agreement. The employer shall notify the Union within fifteen (15) days, of the effective date, of any changes in the above, which affect the bargaining unit. If the Union feels that the change adversely affects the bargaining unit, it may either grieve the change or ask to negotiate the impact of the change.

ARTICLE XXII AGREEMENT/SAVINGS CLAUSE

Section 1. Entire Agreement/Waiver

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

Section 2. Savings Clause

If any article or section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or is compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XXIII DRUG & ALCOHOL POLICY

No employee shall be in possession of or under the influence of alcohol and/or unauthorized, banned substances (as defined herein) while on duty or in uniform.

Employees shall report to their supervisors any impairment or adverse side effects of authorized medications which they are taking. Any employee shall be subject to testing when there is a reasonable suspicion that the employee is under the influence of alcohol and/or using an unauthorized or banned substance. Employees shall be subject to random, "reasonable suspicion" testing and/or return-to-work drug and alcohol testing.

Policy Definitions

Persons Subject to Testing:

Employees who are currently employed.

Banned Substances:

Those substances identified in the Illinois Controlled Substances Act, 720 ILCS 570/100 et seq., including cannabis, undocumented over-the-counter or prescription medicines to be determined by Employer, under the influence of alcohol and alcohol use while at work or on duty.

Employer

Village of Sherman

GC/MS:

Gas Chromatography/Mass Spectrometry Technique

SAMHSA:

Substance Abuse and Mental Health Services Administration

Overnight Express:

A mailing service that will provide delivery specimens and results to designated locations within twenty-four (24) hours.

Tampering with or Adulterating the Specimen:

To interfere with, meddle with, etc., so as to damage, to alter, to make not quite genuine.

Union:

General Teamsters/Professional & Technical Employees Local Union No. 916

RESPONSIBILITIES

- a) Employer is responsible for the implementation of this program.
- b) Employer is responsible for the administration, audit and review of this program.
- c) Employer and the Union are responsible for the selection of a laboratory testing facility.

Laboratories will be, as well as licensed by the State of Illinois, Department of Public Health.

- d) The fee for testing persons subject to testing shall be paid by Employer.
- e) Test kits will be approved by Employer, with consultation with the Union and such test kits will be standardized. Purchasing specimen kits will be the responsibility of Employer. Distribution of the specimen kits will be done by the approved testing facility.

Collection site kits must be maintained as specified in the paragraph above unless an outside Administrator is retained by the approved testing facility, which will then be responsible for purchasing, distribution and maintenance of collection site kits at all designated facilities.

REASONABLE SUSPICION

Reasonable suspicion exists if certain objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. Illustrative, but not all-inclusive criteria of reasonable suspicion are (generally, a person under the influence exhibits a combination of such criteria).

- a) Any abnormal conduct or erratic behavior, a dramatic decline in work performance, excessive sick time usage.
- b) Information provided by reliable and credible sources, which is independently corroborated.
- c) Observation, such as direct observation of use and/or physical symptoms of being under the influence of alcohol or banned substances.

- d) Difficulty walking, slurred speech, needle marks, glazed stare.
- e) Possession of alcohol or a banned substance.

If a supervisor believes there is reasonable suspicion that an employee is under the influence of alcohol or a banned substance the employee will be notified that blood alcohol content (BAC) and/or urine specimen will be required. The Supervisor's reasons for requesting a "reasonable suspicion" test shall be contemporaneously documented, and once confirmed as provided in 2(f) below, and provided the employee signs a written release, the confirmatory documentation shall be made available to the employee's bargaining agent. A bargaining unit employee may request a union representative to be present at the time of testing if the bargaining agent is at the job site, prior to the employee being escorted to the "drawing" facility, in a reasonable period of time. This period should not exceed one-half (1/2) hour in length. If the bargaining agent is present, he/she will have time, not to exceed one-half (1/2) hour, to privately confer with the employee.

- a) The employee shall sign a release and consent authorization form for the alcohol/drug testing and information release to Employer and if the employee desires, to the Union.
- b) An employee's refusal to sign a release and consent authorization form and/or refusal to take the alcohol/drug test shall be treated the same as a positive result and will result in discharge of the employee.
- c) Chain-of-custody documentation for the specimen shall be maintained by the doctor, collection facility and/or laboratory from collection to analysis to destruction. A copy of all test results shall be forwarded to the Employer, marked "Confidential", sealed and confidentially maintained.
- d) The specimen will be tested by an Employer/Union-approved and qualified laboratory which has technical expertise and proficiency in blood alcohol testing and Urinalysis in accordance with Section II (B) (3) of this policy. A positive test reading will automatically call for a follow-up confirmation test using (GC/MS) technique. The following cut-off levels will be utilized. Except in respect to alcohol, levels below those listed will be considered negative results. They shall be reported to the employee as such, and shall not be retained in the employee's file.

	INITIAL DRUG SCREEN	CONFIRMATION TEST (GC/MS)
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	100 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine ("PCP")		
	Emit 75 ng/ml	
	RIA 25 ng/ml	25 ng/ml

The following minimum level will be used for blood alcohol content (BAC) tests:
Alcohol .02% blood (grams per deciliter) (see alcohol testing).

The employee will be escorted by the supervisor (and the Union representative, if available) to the agreed upon collection facility where a blood alcohol content (BAC) and/or urine specimen will be taken by a medical professional only. The supervisor should document his/her reasons for suspicion prior to or simultaneously with requesting the alcohol/drug test. Provided a written release is then signed by the employee, a copy of the same shall be provided to the Union representative at the time of the request for testing. If a written release has been signed by the employee, confirmatory documentation shall be made available to the employee's bargaining agent within a reasonable period of time, not to exceed three (3) working days. The collection facility staff will secure the BAC and/or urine specimen in the sealed containers provided by the facility. Unless an outside contract administrator is retained by the Employer, the supervisor is to inspect the BAC/urine specimen kit to ensure that the seal has not been broken. Should the seal be broken or tampered with in any way, the supervisor will ask the collection facility to use one of their own specimen kits. Chain-of-custody documentation will be kept by the collection facility. The collection facility personnel, after securing his/her specimen, will seal the container(s) and transport it/them by overnight express to the Facility-designated laboratory.

Should an occasion arise where a supervisor is short-handed and has no other personnel to assist in escorting an employee to the collection agency for alcohol/drug tests, when there is reasonable suspicion, the employee, during the employee's regular work hours, will be required to stay in his/her work area until he/she can be escorted to the collection facility for his/her alcohol/drug tests. The employee may be required to stay in his/her work area for up to an additional two (2) hours after his/her regular work hours (considered overtime) under the circumstances described above, as such is necessary to obtain a proper testing result. If an employee leaves the premises after being advised by his/her supervisor of the above, it shall be considered as insubordination, and as if the employee had refused to submit to the test, which is a violation of this policy. The violation shall be considered to be "just cause" and treated in the same manner as a positive test result.

Upon completion of the test, the employee shall be transported to his/her residence, under no circumstances shall an employee suspected of being under the influence of alcohol or using drugs be allowed to leave the work site or the test site driving his/her own or an Employer vehicle.

The employee shall remain in paid status until the results are received. If the test is confirmed positive, the employee will be notified by the Medical Review Officer (MRO) and will be given the opportunity to present evidence and/or information that the positive test result was caused by prescribed or over-the-counter drugs, or that special circumstances may have affected the test results, all relevant information shall be forwarded by the employee directly to the MRO, marked "Confidential".

Information regarding attempts to tamper with or adulterate the specimen, along with other pertinent information shall also be forwarded to the Employer.

ALCOHOL TESTING

Testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration.

ALCOHOL TESTING RESULTS

SCREENING TEST

0.02% or greater= positive
Greater than or equal to 0.02%, confirmation test required.

CONFIRMATION TEST

0.02 % Or greater= positive test result, warranting disciplinary action pursuant to this Article.

DRUG TESTING

Testing for drugs (as specified above) will be conducted using urinalysis. These samples are to be tested by an approved Substance Abuse and Mental Health Services Administration (SAMHSA) laboratory. Testing will be for evidence of marijuana, phencyclidine (PCP), opiate, amphetamine or cocaine use. A medical review officer (MRO) mutually selected by Employer and the Union will review all positive results and after being confirmed the information will then be forwarded to the Employer, any employee testing positive for drugs will be disciplined according to Employer policy,

POST-ACCIDENT/INCIDENT

Post-accident drug/alcohol testing will be required. Whenever an employee is involved in an accident, each employee involved in the accident will be required to be tested as follows:

- a) Fatal Accidents;
Any time the accident involves the loss of a human life.

- b) Non-Fatal Accidents:

Any time the employee receives a citation under state or local law or personal injury or damage to property is involved. Testing must be done as soon as possible following the accident: within two (2) hours for alcohol testing and within thirty-two (32) hours for drug testing.

Reasonable suspicion may also be used if applicable to post-accident situations.

RANDOM TESTING

Beginning sixty (60) days following ratification, once each month a number of employees (up to ten (10) percent of the workforce) may be randomly selected for drug/alcohol testing.

RETURN TO WORK TESTING

Any employee found to have violated this policy will be required to undergo alcohol/drug testing prior to returning to work. The results must be negative prior to returning to work.

FOLLOW UP TESTING

Any employee who has a positive test may be required to require undergoing random follow up testing up to six (6) times over the twelve (12) month period following his or her return to work.

EMPLOYEE ASSISTANCE

The Employer fully supports the Employee Assistance Program and encourages employees who have an alcohol problem and/or are using unauthorized banned substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate alcohol and drug use. Referrals can be made to appropriate treatment and rehabilitative facilities that will follow-up with individuals during his/her rehabilitation period to track his/her progress and encourage successful completion of the program, should treatment be required. All discussions with an EAP referral coordinator will be held in strict confidence. While EAP is normally a voluntary program, anyone testing positive for alcohol or substance abuse under this policy is required to successfully complete a prescribed treatment program.

The employee is responsible for any cost for treatment not covered by health insurance.

An employee who receives assistance and who successfully completes the defined rehabilitation program may, upon return to work, be subject to random and mandatory tests.

DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

Violations of this policy will be considered "just cause". If, as a result of the investigation and/or pre-disciplinary hearing, a violation of this policy has occurred, discipline shall be imposed as follows (discipline is subject to grievance/arbitration procedure),

First Offense

30-day unpaid suspension, mandatory enrollment in the employee assistance program, return to work and periodic random alcohol/drug tests for one (1) year from the effective date of suspension.

Second Offense

Termination of employment and discharge of employee for cause.

TEST RESULTS

All test results and related documentation will be treated confidentially and shall not be utilized by the Employer for any purpose other than employment-related matters.

No test results shall be released to any other agency or to prospective employers of the employee, nor shall test results be released to any law enforcement agency, except pursuant to lawful subpoena or court order.

ARTICLE XXIV COMPLETE AGREEMENT

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, it is agreed that for the life of this Agreement each party 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 in this Agreement.

**ARTICLEXXV
TERMINATION**

This Agreement shall be effective as of the 1st day of May, 2021 and shall remain in full force and effect until the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

In witness whereof, the parties hereto have set their hands this day of _____, _____.

For the Union:

For the Union:

Bargaining Representative

JP Fyans, President

For the Employer:

For the Employer:

Bargaining Representative

Village President