

CHAPTER 19

LABOR CONTRACTS

ARTICLE I – LOCAL UNION NO. 525

19-1-1 **LABOR CONTRACT.** The labor contract between the Village of Brighton and the Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 525, Alton, Illinois, affiliated with the International Brotherhood of Teamsters is included by reference in **Addendum "A"**.

ADDENDUM "A"

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 525
ALTON, ILLINOIS
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND
VILLAGE OF BRIGHTON, ILLINOIS

July 1, 2021 through June 30, 2024

ARTICLE I - RECOGNITION

The Employer recognizes the Union, its agents and representatives as the exclusive bargaining agent for all full-time field employees of the public works operation of the Village of Brighton, Illinois, excluding office administration personnel, and all other employees of the Village of Brighton.

ARTICLE II - RESIDENCY

Employees shall be required to comply with the Residency Requirements as delineated in Chapter 6, Section 1-6-1, of the Village of Brighton Code of Ordinances as amended from time to time.

ARTICLE III – MANAGEMENT RIGHTS

Section 3.1 – Management Rights

Except as expressly limited by a specific provision of this Agreement, the Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the Village of Brighton, in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the following rights:

- (A) To maintain executive management and administrative control of the Village, its properties, facilities and the staff;
- (B) To plan, direct, control, assign and determine the operations or services to be conducted by employees of the Village;
- (C) To determine the methods, processes, means, job classifications and number of personnel by which the Village operations are to be conducted;
- (D) To select, hire, promote, schedule, train, transfer, assign, and evaluate work of bargaining unit employers;
- (E) To direct and supervise the entire working force of the Village, including the establishment of work standards;
- (F) To demote, suspend, discipline or discharge employees;
- (G) To make, add, delete, alter and enforce procedures, rules and regulations;
- (H) To introduce new or improved methods, equipment or facilities;
- (I) To contract out for goods and services.
- (J) All employees must have a CDL, class B with airbrakes, within **ninety (90) days** of employment.

The Village has the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto. The Union agrees that the work to be done by members of the Union under this Contract shall be as, when and where determined and designated by the Employer, and when so determined and designated, shall be efficiently performed by employees covered by this Agreement.

Section 3.2 – Secondary Employment

Any and all employees covered by this Agreement who desire to perform work for any other entity shall seek prior approval for such employment from the Employer. Any employee working for any other entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any other entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for the Village.

Should the Employer determine that an employee's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 3.3 – Civil Emergencies

The determination of what constitutes a "civil emergency" is at the sole discretion of the Employer. Typically, civil emergency conditions include, but are not limited to: riots, civil disorders, tornado conditions, floods, or other similar catastrophes.

Upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended.

It is mutually understood and agreed that, under this Agreement, Village employees that are not members of the bargaining unit shall be allowed to perform bargaining unit work in cases where a civil emergency exists.

ARTICLE IV – PROBATIONARY EMPLOYEES

New employees shall be considered probationary employees for the first **one hundred eighty (180) calendar days** following their date of hire. The Employer shall be the sole judge whether a probationary employee shall be continued in employment during the first **one hundred eighty (180) days**, provided, however, that if in the Employer's judgment an additional time period shall be required to evaluate a probationary employee, the Employer may extend the probationary status of an individual employee for a period of time not to exceed **ninety (90) days** as agreed to by employee. Notice of such extension shall be afforded to both the employee and the Union. After this period of time the employee is considered a full-time employee and receives wages and benefits as listed in this Agreement.

The right to discharge, discipline or rehire an employee during the probationary period shall be vested exclusively with the Village, and shall not be grievable.

ARTICLE V – HIRING

The Employer shall have the sole right to hire all new full-time employees. They should be of good character and reputation. There shall be no individual agreement with any employee covered by this Agreement. All individual agreements are herewith declared null and void.

The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it be through duly authorized representatives of the Union.

The Employer agrees that it will not sponsor, or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

Any alleged violations of this Article may not be grieved. Any alleged violations of this Article must be appealed to the appropriate State or Federal agency.

ARTICLE VI – LAYOFF AND RECALL

In the event of a layoff of personnel, the employee with the least seniority shall be the first to be laid off. The employee with the second-least seniority shall be the next to be laid off. This procedure shall be followed down the line in order of least to most accrued seniority.

The Employer shall recall employees by order of most to least accrued seniority. The last employee laid off shall be the first recalled, and this procedure shall be followed for all remaining employees. Employees shall be given **two (2) weeks'** notice of recall by registered mail to the employee's last known address. The recalled employee must respond to such notice within **five (5) calendar days** and actually report to work in **seven (7) calendar days**, unless otherwise mutually agreed to.

In the event the employee fails to comply with the above, said employee shall lose all seniority rights under this Agreement.

ARTICLE VII – SENIORITY

Section 7.1 – Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 7.2 – Termination of Seniority

An employee shall be terminated by the Village and their seniority shall be broken when they:

- (A) are discharged;
- (B) resign;
- (C) are laid off for more than **one (1) year**;
- (D) accept gainful employment while on an approved leave of absence from the Village;
- (E) are absent for **three (3)** consecutive scheduled workdays without proper notification or authorization, absent extenuating circumstances;
- (F) fail to return to work at the conclusion of an approved leave of absence for a period of **three (3) consecutive days**, absent extenuating circumstances;
- (G) are out more than **one (1) year** absence due to non-occupational injury or illness; or
- (H) if allowable under State or Federal law, have a long-term physical inability to perform their duties as the result of an occupational injury or illness.

Section 7.3 – Seniority List

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

Section 7.4 – Assignments and Functions

Job function assignments are subject to change at the sole discretion of the Employer with notice to the Union and the employee.

ARTICLE VIII – ATTENDANCE

No employee shall absent themselves from work without at least **one (1) hour** notice to the Employer's designee without just cause.

ARTICLE IX – TARDINESS

All employees are expected to be at their duty station at the start of their respective shift. Any employee who fails to report for work on time will not receive pay for the time he/she was not at work. Tardiness will constitute grounds for disciplinary action.

ARTICLE X – HOURS OF WORK

Section 10.1 – Work Schedule

The Employer and the Union agree that the Employer shall retain the right to establish the scheduled workday which will consist of no more than **eight and one-half (8 ½) consecutive hours** of work, including a **fifteen (15) minute** unpaid break in the morning, a **fifteen (15) minute** unpaid break in the afternoon and a **one-half (1/2) hour** shall be allowed for a lunch period.

Section 10.2 – Work Week

Forty (40) hours shall constitute a week's work.

Section 10.3 – Overtime

Overtime compensations shall be given for all hours worked in excess of **forty (40) hours** in a **seven (7) day** period, in accordance with the Fair Labor Standards Act. In addition to all hours worked, time off for a holiday, vacation, funeral leave, jury leave, and all other pre-scheduled paid leave shall count toward the **forty (40) hours** in a **seven (7) day** period.

Section 10.4 – Pyramiding

There shall be no pyramiding of overtime.

Section 10.5 – No Guarantee

This Article shall not be deemed to be a guarantee of work.

ARTICLE XI – HOLIDAYS

Section 11.1 – Designated Holidays

The following are paid holidays for employees:

New Year's Day (January 1st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (first Monday in September)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving (fourth Friday in November)
Christmas Eve (December 24th)
Christmas Day (December 25th)
New Year's Eve (December 31st)

In addition to the above, employees covered by this Agreement shall receive any other holidays given to all other Village employees. The Village reserves the right to determine the number of holidays and the holiday schedule.

Section 11.2 – Holiday Pay

Any full-time employee required to work on a designated Holiday will be paid double-time (2X) for all hours worked, but for no less than **four (4) hours** of work. Hours worked under this Section are overtime and cannot be counted as hours worked under Article X.

Section 11.3 – Days Observed

If a designated Holiday listed above in Section 11.1 falls on a Saturday, the designated Holiday shall be celebrated on the immediately preceding Friday. If a designated Holiday listed above in Section 11.1 falls on a Sunday, the designated Holiday shall be celebrated on the Monday immediately following the designated Holiday.

Section 11.4 – Right to Schedule Work

The Employer shall have the right to schedule duties for any full-time employee on a designated Holiday to meet the operational needs of the Village.

ARTICLE XII – VACATIONS

Section 12.1 – Vacation Accrual

The Employer will grant vacation time at the end of each month to employees according to the following schedule:

<u>Years of Completed Service</u>	<u>Hours</u>
After one (1) year	Eighty (80) hours
After three (3) years	Ninety-six (96) hours
After five (5) years	One hundred twenty (120) hours
After ten (10) years	One hundred thirty-six (136) hours
After fifteen (15) years	One hundred sixty (160) hours
After twenty (20) years	One hundred seventy-six (176) hours
After twenty-five (25) years	Two hundred (200) hours

Section 12.2 – Eligibility to Accrue Vacation Leave

- (A) New employees are not entitled to any vacation time until the completion of **one (1) year** of service.
- (B) To be eligible to receive credit for a month of service to the Village, an employee must be in pay status at least **one-half (1/2)** the work days of such month.
- (C) The vacation accrual rate established in Section 12.1 begins on the employee's anniversary, and shall be stated with or on each paycheck.

Section 12.3 – Advance Scheduling

Vacation Leave shall be scheduled in advance, taking into consideration the operational needs of the Village.

Section 12.4 – Forfeiture of Vacation Leave

Vacation leave must be taken within **twelve (12) months** after the calendar year in which it was earned, **one (1) week** of vacation time may be rolled over. However, no more than **one (1) week** can roll over per anniversary date at any time, or it shall be forfeited.

Section 12.5 – Payment Upon Termination

Any terminated employee shall be entitled to be paid for any accumulated and unused vacation leave.

ARTICLE XIII – SICK LEAVE

Section 13.1 – Use of Sick Leave

- (A) It is the policy of the Village to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation or to be used to extend vacation periods or holidays.
- (B) Sick leave may be taken for the illness, injury, and/or medical and dental appointments of the employee or of an employee's spouse, mother, mother-in-law, father, father-in-law, daughter, step-daughter, son, step-son, sister, brother, domestic partner, grandchild, grandmother, and grandfather.

Section 13.2 – Sick Leave Accrual

Four (4) hours of sick leave will be credited to full-time employees at the end of each month; provided, that the employee is in pay status at least **one-half (1/2)** the work days of the month and will be stated on each paycheck.

Section 13.3 – Maximum Accrual

Sick leave may accrue to a total of **four hundred eighty (480) hours**. Sick leave is not payable upon termination of employment. However, up to **fifty percent (50%)** of any accrued sick leave may be applied toward IMRF.

Section 13.4 – Medical Documentation

"Medical Documentation" is defined as written verification by a doctor, dentist, or other professional medical practitioner licensed by a government body, regarding the physical or mental condition of an employee.

- (A) Medical documentation and work release are required for medical absences from work after **three (3) consecutive sick days** have been used.
- (B) Medical documentation may be required by the Village for any period of time, regardless of the number of sick days used.
- (C) The Village may require a physical examination of any employee by a physician of the Board's choice, at the Village's expense.

Section 13.5 – Childbirth

The Village will allow an absence of at least **six (6) weeks** for the birth of a child or the adoption of a child who is **two (2) years** of age or younger, for which sick time may be used. Medical documentation is not required for the first **six (6) weeks** of the post-delivery absence.

Section 13.6 – Employment-Related Injury

Employees requiring off duty time due to an employment-related illness or injury are subject to the Workers' Compensation Act or other laws of the State of Illinois and will receive benefits as provided by said laws, in lieu of the benefits granted in this Article.

ARTICLE XIV – PERSONAL LEAVE

Section 14.1 – Time Allowed

Each full-time employee, having completed at least **six (6) months** of service to the Village, shall be entitled to receive **twenty-four (24) hours** of paid Personal Leave on the first day of each fiscal year.

Section 14.2 – Scheduling

Personal leave shall be scheduled with the department head in accordance with the operational needs of the Village.

Section 14.3 – No Carryover

Any personal leave not used during the fiscal year shall be forfeited. All accrued time will be on or with each paycheck.

ARTICLE XV – FUNERAL LEAVE

Section 15.1 – Funeral Leave Allowed

Upon the death of an employee's spouse, parent (whether natural, step or adoptive), grandparent, child (whether natural, step or adopted), brother, sister, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law or any relative or person living in the employee's household for whom the employee has custodial responsibility, an employee will be granted up to **three (3) days** of leave for the purpose of attending the funeral and tending to the affairs of the decedent, with approval of the department head.

Section 15.2 – Designation of Time

If such a death occurs during the employee's vacation time, grief-time will be paid in lieu of the vacation leave. Full-time employees with at least **six (6) months** of service are eligible for the benefit under this Section.

ARTICLE XVI – JURY DUTY

Section 16.1 – Notification to Village

Employees who are called for jury duty shall notify their department head immediately.

Section 16.2 – Payment from Village

Any full-time employee who is on active jury duty and has complied with Section 16.1 will be paid the difference between such employee's regular wages and the compensation received for jury duty for the first **two (2) weeks** of jury duty.

Section 16.3 – Discretionary Extension

The Village may, at its sole discretion, continue the benefits of Section 16.2 if jury duty extends to more than a **two (2) week** period.

ARTICLE XVII – HEALTH AND WELFARE BENEFITS

It is understood and agreed that the Employer will provide to the employees covered by this Agreement, the same Health Insurance in effect for all other employees of the Village at the same payroll deductible contribution rates as dictated to all non-union employees.

The Employer retains the right to change health insurance programs, insurance carriers level of benefits and amounts of employee payroll deducted contributions at any time and for any reason during the term of this Agreement. The Village will not change the insurance carrier or coverage without advising the Union and offering opportunity for input. If the Village changes carriers during the term of this Agreement, such coverage shall be the same as available to other employees of the Village.

Employees covered by this Agreement shall be participants of the Illinois Municipal Retirement Fund.

ARTICLE XVIII – GRIEVANCES AND ARBITRATION

Should differences arise between the Employer and the Union as to the interpretation on application of the provisions of this Agreement, there shall be no suspensions of work or slow down by the Employees on account of such differences, nor any lockout by the Employer, but an earnest effort shall be made to settle such differences promptly. All grievances must be submitted to the Employer, in writing, at Step 1 within **five (5) days** after the occurrence of the event upon which the grievance is based or within **five (5) days** after the employee knows, or with reasonable diligence could have known, of the occurrence of the event upon which the grievance is based. Under no circumstances shall liability be extended in excess of **five (5) days** prior to the filing of the grievance.

Grievances shall be resolved in the following manner:

- (A) *Step 1* – Between any Representative of Local Union No. 525 and the Facilities Manager within **five (5) days**.
- (B) *Step 2* – Between Representative of Local Union No. 525 and an official designated by the Employer within **five (5) days**.
- (C) *Arbitration* – Should the Employer and the representative of the Union fail to arrive at a satisfactory adjustment, the matter shall then be referred to arbitration within **ten (10) days**. The Employer or the Union shall file a request, either jointly or individually, to the Federal Mediation and Conciliation Services for a panel of **seven (7) arbitrators** from which the parties shall agree upon an arbitrator or, failing that, shall alternatively strike names. The decision of the Arbitrator shall be final and binding upon the Union and the Employer and subject to the Uniform Arbitration Act. The expenses incident to the services of the Arbitrator shall be borne equally by the Employer and the Local Union.

Failure to submit a grievance within the time above stated or failure to pursue subsequent steps within the time and manner above stated shall be construed to be a waiver by the Employee and the Union of the grievance and a bar to any further action therein. Adherence to the time limits specified in this Article is of the essence, and no showing of prejudice is required for their enforcement. The Union and the Employer may extend the time limits provided herein by mutual agreement in writing.

The Arbitrator shall have no power to add to, subtract from, or vary the terms of this Agreement, to substitute his/her discretion for that of the Employer, to substitute his/her judgment for that of the Employer on a question of employee competency, skill or ability, or to require a burden of proof on any issue greater than a preponderance of the evidence.

The Arbitrator shall have no power to establish new jobs, to change existing wage rates, to set production methods or standards, to waive the time limits of this grievance and arbitration procedure, or to rule on any matter pertaining to Health and Welfare or pension plans and shall be limited in jurisdiction to the application and interpretation of the specific provisions of this Agreement.

ARTICLE XIX – PROGRESSIVE DISCIPLINE

No Employee shall be disciplined without just cause. Discipline shall be administered on a progressive basis:

- (A) Documented Oral Warning
- (B) Written Warning
- (C) Suspension
- (D) Termination

Copies of all documentation shall be forwarded to the Union. Documented Oral Warnings and Written Warnings may not be considered in determining progressive discipline after **twelve (12) months** without further disciplinary incidents.

Progressive steps may be suspended in cases in which the severity of the act(s) make stronger disciplinary action appropriate.

Discipline may be subject to the grievance and arbitration process. However, the right to discipline an employee during the probationary period shall be vested exclusively with the Village and shall not be the subject of grievance.

ARTICLE XX – DISCHARGES

No Employee shall be discharged without just cause. The Employer shall have the right to immediately discharge any Employee for violation of safety practices, drunkenness, positive tests of drug use, drinking while on duty, gross incompetence, insubordination and other serious misconduct.

The right to discharge an employee during the probationary period shall be vested exclusively with the Village and shall not be the subject of grievance.

ARTICLE XXI – WAGES

Section 21.1 – Rates of Pay

Rates of pay for all employees working under this labor Agreement shall be as follows:

7/1/2021	7/1/2022	7/1/2023
\$20.60	\$21.22	\$21.86

Starting pay shall be **ninety percent (90%)** of the above pay. After **six (6) months** of service, an employee shall be paid the above.

Section 21.2 – On Call Pay

The employee on call with the pager shall receive the sum of **One Hundred Fifty Dollars (\$150.00)** per week for the week on call.

Section 21.3 – Education Bonus

Considering the value of education and to recognize its full-time employees who have furthered their education, the Village shall pay the following annual bonus for the following levels of education at the end of each fiscal year:

Associate’s Degree	\$250.00
Bachelor’s Degree	\$500.00

Maximum Education Bonus shall be \$500.00 per fiscal year.

Section 21.4 – Training Bonus

- (A) A training increase will be given at the end of the fiscal year to full-time employees who have been certified or trained for at least **eleven (11) months** during the preceding fiscal year. Full-time employees who have been certified or trained for at least **six (6) months** during the preceding fiscal year will be eligible for **one-half (1/2)** of the established bonus.
- (B) The established bonuses are as follows:
 - EPA class 4 or D \$0.50 per hour
 - Maximum Training increase shall be \$1.00 per hour.
- (C) The Village of Brighton will pay for the educational classes and license testing for employees.

Section 21.5 – Alarm Monitoring

- (A) Following the installation of the new monitoring and alarm equipment, an employee will be paid **One Hundred Fifty Dollars (\$150.00)** per week to respond to any alarms.
- (B) If an employee is called to respond to an alarm outside of the regular work schedule, the employee will be guaranteed a minimum of **two (2) hours** of pay at the applicable rate subject to the following:
 - (1) If an employee responds to multiple alarms or calls during this initial **two (2) hour** period after first call to respond, the employee will be paid for only the **two (2) hours**, if the necessary work is completed during the **two (2) hour** period.
 - (2) If additional time is needed to complete the necessary work, the employee will be compensated at the applicable rate.
- (C) If an employee is called to respond to additional alarms after **two (2) hours** have passed from the previous call, the employee will be guaranteed a minimum of **two (2) additional hours** of pay at the applicable rate subject to the following:
 - (1) If an employee responds to multiple alarms or calls during this or any subsequent **two (2) hour** period after the initial call to respond, the employee will be paid for only the **two (2) hours** in the subsequent period, if the necessary work is completed during the **two (2) hour** period.
 - (2) If additional time is needed to complete the necessary work, the employee will be compensated at the applicable rate.
- (D) If designated "on call", you must return the call within **fifteen (15) minutes** and respond ASAP, however, not longer than **forty-five (45) minutes**. Failure of "on call" responsibilities above, results in a second person in rotation being called, with the same requirements as above, until an employee accepts the "on call" duty. If a substitute employee, (someone other than the "on call" employee) responds to the emergency call, that responding person will receive 1/7th of the \$150.00 "on call" pay that is given to the "on call" employee.

ARTICLE XXII – NO STRIKE

Neither the Union nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work to rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

In the event of action prohibited above, the Union shall immediately disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements. Should the Union fail to comply with these requirements, Article II of this Agreement shall be immediately rendered null and void.

Furthermore, upon the failure of the Union to comply with the provisions above, any agent or official of the Union who is an employee covered by this Agreement shall be subject to the provisions below:

- (A) Any employee who violates the provisions of this Article shall be subject to immediate discharge;
- (B) Any action taken by the Employer against any officer who participates in action prohibited by this Article, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

In consideration of the above, the Village shall not authorize, institute aid or promote any lockout of employees covered by this Agreement.

ARTICLE XXIII – UNIFORMS/SUPPLIES AND EQUIPMENT

The Employer agrees to provide each employee for **five (5) shirts**. These shirts must be worn while working for the Employer. Failure to wear one of these shirts will result in discipline.

Additionally, the Employer shall provide a maximum of a **Two Hundred Seventy-Five Dollars (\$275.00)** per year reimbursement for safety shoes and/or work-related clothing. Such reimbursement shall be payable only upon submission of a receipt to the Employer.

ARTICLE XXIV – DUES DEDUCTION AND AGENCY FEE

Section 24.1 – Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Union dues set forth in such form, and any authorized increases thereon, and shall remit such deductions to the Union at the address designated by the Union. The Union shall advise the Employer of any increase in dues, in writing, at least **thirty (30) days** prior to its effective date.

Section 24.2 – Agency Fee

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay an agency fee for the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the **thirtieth (30th) day** of their hire, also be required to pay an agency fee as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee, the agency fee obligation, and shall forward said amount to the Union, subject only to the following:

- (A) The Union has certified to the Employer that the affected employee has been delinquent in his/her obligation for at least **thirty (30) days**.
- (B) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his/her obligations pursuant to this Article and of the manner in which the Union has calculated the agency fee.
- (C) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the agency fee.

- (D) The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) with respect to the constitutional rights of agency fee payers. Accordingly, the Union agrees to do the following:
- (1) Give timely notice to agency fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
 - (2) Advise agency fee payers of an expeditious and impartial decision-making process whereby agency fee payers object to the amount of the agency fee.
 - (3) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by agency fee payers to the amount of the agency fee.

Section 24.3 - Indemnification

The Union agrees and shall indemnify the Employer and hold it harmless against any and all claims, demands, judgments or other forms of liability and for all legal fees that may arise from or be in any way connected with any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

In the event of any legal action brought against the Employer in any court, agency, or other forum arising from any action taken or not taken by the Employer to comply with the provisions of this Article, the Union agrees to defend such action, at its own expense through its own counsel provided that the Employer gives prompt notice of any such action to the Union, permits the Union to intervene, and gives all reasonable cooperation to the Union and its counsel in securing and giving evidence and obtaining relevant information. It being understood that the Union shall reimburse the Employer for any reasonable cost it may incur in so doing.

Section 24.4 – Rights of Non-Association

The rights of non-association of Employees based upon bona fide religious tenets or teaching of a church or religious body of which such Employees are members or on religious feeling or belief held with the conviction of traditional religious beliefs are safeguarded in accordance with the Illinois Labor Relations Act. Such Employees shall pay an amount equal to their proportionate share to a non-religious charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

Section 24.5 – Reopener

In order to comply with the Janus decision, the parties agree that effective June 27, 2018, the Employer will discontinue deducting "fair share" fees from non-union members who have not clearly and affirmatively consented to having such fees deducted from their pay. Additionally, any such fees deducted from the pay of non-union members after June 27, 2018 shall be refunded promptly to the non-member.

Furthermore, within **one hundred twenty (120) days** of implementing the 2018 collective bargaining agreement, the parties agree to negotiate modifications to the Article which are consistent with law.

ARTICLE XXV – SEVERABILITY

Each and every clause of this Agreement and each application thereof shall be separable from each and every clause and application of this Agreement so that if any clause, clauses or application should be determined to be in violation of any law, ordinance, regulation, then such clause or clauses or application only to the extent of any such violation, shall be deemed to be of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any provision and the remainder of any clause, sentence or paragraph which continues to be enforceable.

ARTICLE XXVI – WAIVER OF FURTHER BARGAINING

Since this Agreement expresses the entire understanding of the parties with respect to all matters deemed by them to be applicable for the term of this Agreement. The Village and Union each voluntarily and unqualifiedly waives the right and each agrees that during the term of this Agreement, the other shall not be obligated to bargain collectively with respect to any subject matter or matters referred or covered by this Agreement, or with respect to any subjects or matters not specifically referred to or covered by this Agreement, whether discussed or not during the negotiation of this Agreement; provided, however that nothing contained in the Agreement shall be construed as a waiver of either party's rights and obligations under the Illinois Public Labor Relations Act. However, nothing herein shall prohibit the Village from instituting mid-term changes to the health insurance plan, with the understanding and agreement that the Village shall not be required to bargain with the Union with respect to year to year changes to the insurance plan aside from such aspects of the plan specifically articulated in the agreement.

ARTICLE XXVII – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which 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 and it constitutes the complete and entire Agreement between the parties.

No oral agreements, understanding, practices or benefits will be recognized or regarded as binding upon the Employer unless committed to writing and signed by an authorized representative of the parties as a supplement to this Agreement.

ARTICLE XXVIII – GENERAL COOPERATION

The Village and the Union shall work together in the interest of maintaining and improving efficiency in the facility operations, the conservation of materials, supplies and equipment, the improvement in quality of workmanship and service, the combatting of absenteeism and tardiness, the protection of property and machinery, the prevention of accidents, the improvement of working conditions, and the correction of conditions making for grievances and misunderstanding.

Furthermore, the Village will make every attempt to schedule non-emergency, outdoor work as weather conditions dictate and seek a cooperative attitude with all union employees related to said work.

ARTICLE XXIX – TERMINATION

This Agreement shall be effective from July 1, 2021 and shall remain in full force and effect until June 30, 2024. This Agreement shall terminate thereafter unless notice of a demand to bargain is given in writing by certified mail by either party no earlier than **one hundred twenty (120) days** or later than **sixty (60) days** preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

In witness whereof, the parties hereto have signed and executed this and several copies hereto this 29th day of July, 2021.