

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2019-MC08

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CITY OF VILLA GROVE AND THE TEAMSTERS LOCAL 26 FOR THE  
PUBLIC WORKS DEPT/ADMINISTRATIVE OFFICE BARGAINING UNIT AND  
GRANTING THE MAYOR AND CITY ADMINISTRATORY CERTAIN POWERS  
REGARDING COLLECTIVE BARGAINING**

PASSED BY THE CITY COUNCIL AND  
APPROVED BY THE MAYOR OF THE  
CITY OF VILLA GROVE, ILLINOIS  
THIS TWENTY-FOURTH DAY OF JUNE, 2019

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY  
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS TWENTY-FIFTH DAY OF JUNE 2019.

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2019-MC08

June 24, 2019

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CITY OF VILLA GROVE AND THE TEAMSTERS LOCAL 26 FOR THE  
PUBLIC WORKS DEPT/ADMINISTRATIVE OFFICE BARGAINING UNIT AND  
GRANTING THE MAYOR AND CITY ADMINISTRATORY CERTAIN POWERS  
REGARDING COLLECTIVE BARGAINING**

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**WHEREAS**, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the City's powers and functions as granted in the same; and

**WHEREAS**, the Illinois Labor Relations Board certified the Teamsters Local 26 as the exclusive bargaining agent for all full and part-time public works and administration offices employees employed by the City of Villa Grove on June 24, 2015; and

**WHEREAS**, the City of Villa Grove and the Union have been bargaining in good faith to reach agreement and have reached a complete, tentative agreement and reduced it to writing as evidenced by Attachment A; and

**WHEREAS**, the City of Villa Grove believes the tentative agreement reached between the City and the Union is in the best interests of the City of Villa Grove; and

**WHEREAS**, in order to implement the provisions of the collective bargaining agreement with the Public Works/Administrative bargaining unit, it is in the best interests of the City of Villa Grove that the Mayor and City Administrator be granted limited powers for resolving disputes which arise under the collective bargaining agreement.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and members of the City Council of the City of Villa Grove, Douglas County, Illinois, as follows:

SECTION 1. That the City Council hereby ratifies the tentative agreement reached by the City of Villa Grove's negotiating team and the Teamsters Local 26 and hereby authorizes the Mayor to execute a collective bargaining agreement between the City of Villa Grove and the Teamsters Local 26 for the public works and administrative bargaining unit as attached hereto and labeled Attachment A.

SECTION 2. That the Mayor and City Administrator are hereby granted authority to bind the City of Villa Grove regarding issues which may arise under the collective bargaining agreement which do not have an impact on the City's budget.

SECTION 3: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 4. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

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PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twenty-fourth day of June, 2019, by a roll call vote as follows:

Allen, Bruce D. yea

Griffith, Darrel M. yea

Blaney, Thelma I. yea

Hooker, Anthony L. yea

Eversole-Gunter, Cassandra A. \_\_\_\_\_

Johnson, Derek S. yea

Garrett, Ryan P. yea

APPROVED:



CASSANDRA A. EVERSOLE-GUNTER  
Mayor

ATTEST:



MICHELLE L. OSBORNE  
City Clerk

SEAL



## **PREAMBLE**

This Agreement is made and entered into by and between the City of Villa Grove (hereinafter referred to as the "City") and Teamsters Local Union No. 26 (hereinafter referred to as the "Union").

## **ARTICLE 1** **RECOGNITIONS**

### **SECTION 1.1 - REPRESENTATIVE UNIT**

The City recognizes the Union as the sole and exclusive representative for all full-time and non-seasonal, part-time employees of the City of Villa Grove in the Public Works Department and the City Administration Office in the following titles: Office Clerk I; Office Clerk II; Public Works Laborer I, and Public Works Laborer II, excluding all supervisors and other employees of the City of Villa Grove. It is understood that for the term of this contract, one of the Clerk positions will be assigned part-time to the Police Department.

### **SECTION 1.2 - PROBATIONARY PERIOD**

The parties acknowledge that for purposes of this Collective Bargaining Agreement newly hired employees will serve a six month period of probation.

### **SECTION 1.3 - GENDER**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

### **SECTION 1.4 - NO STRIKE NO LOCKOUT**

Neither the Union nor any agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting a refusal to work at any time for any reason. Any and all employees who violate the above provisions of this Section, may be disciplined by the City. In addition, in the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

The City agrees that during the term of this agreement, employees will not be locked out.

**ARTICLE 2**  
**UNION SECURITY**

**SECTION 2.1 - DUES, FAIR SHARE, INDEMNIFICATION**

2.1.1 - Dues Checkoff

It is understood and agreed between the City and the Union that the City will deduct on the first pay day of each month, any initiation fees, dues or assessments upon properly executed check off authorizations for such deductions. Such authorization shall be furnished by the Union. Such deductions shall be paid by the twentieth (20<sup>th</sup>) of the current month to Teamsters Local Union No. 26.

2.1.2 - Indemnification

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including costs and attorney's fees that may arise out of or by reason of any action taken by the City for the purpose of complying with any provisions of this Section. If an incorrect deduction is made, the Union shall refund such amount directly to the involved employee.

**SECTION 2.2 - UNION STEWARD**

The City recognizes the right of the Union to select a Union Steward, and the Union agrees to furnish the City within two (2) weeks of ratification of this Agreement, with the name of the Steward.

**SECTION 2.3 - UNION REPRESENTATIVES**

The City agrees that representatives of the Union shall have reasonable access to designated areas of the City premises upon reasonable notice, during normal City Hall working hours. Such access shall be for the administration of this Agreement. The Union agrees that such activity shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The City reserves the right to designate the accessible areas as provided herein.

**SECTION 2.4 - BULLETIN BOARDS**

The Union shall be entitled to use a bulletin board in or near the Department. Items posted by the Union shall not be political, partisan, defamatory or controversial in nature. The posting and duration of posting must be approved prior to posting by the City Administrator or her designee.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Management of the City and the direction of employees are vested exclusively in the City's judgment including, but not limited to, the right to hire, promote, demote, discipline, suspend or discharge for just cause; to assign and reassign employees to jobs and work consistent with the other provisions of this Agreement; to make reasonable rules and policies and reasonable changes from time to time not contrary to this Agreement; to decide the equipment to be used; to decide what constitutes good and efficient operation and reasonable standards of performance; to assign overtime work consistent with this Agreement; and to determine the proficiency of employees. There shall be no obligation on the part of the City to continue any jobs.

All rights and powers of the City not specifically ceded or referred to and abridged by this Agreement, are reserved and remain vested only in the City.

The Union is not denied, under this Article, the right to question and handle under the grievance procedure any acts claimed to be in violation of this Agreement.

**ARTICLE 4**  
**NON-DISCRIMINATION & HARASSMENT**

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, marital status, parental status and handicap or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

It is the understanding of the parties that there shall be no harassment by any person, management, or union employee, of a sexual in nature or any other illegal form. No person will be allowed to defame in any sexual way as to the character of any such person or individual by name calling, including any advances to any such employee or provoke in any way that may cause, under the term, sexual harassment in the workplace as defined by law.

**ARTICLE 5**  
**WORKING CONDITIONS AND PERSONNEL FILES**

**SECTION 5.1 - LOSS OF PERSONAL PROPERTY**

Personal property carried by an on-duty employee which is required for the performance of the employee's duties, and which is damaged by a third party during performance of the employee's duties, shall be repaired or replaced at a reasonable value. In the event the employee receives restitution or other reimbursement, the amount expended by the City shall be reimbursed by the employee to the extent of restitution or reimbursement received. To be

eligible for reimbursement, the employee shall report the incident in writing to the Mayor within forty-eight (48) hours of the time that the incident occurred.

### **SECTION 5.2 - PERSONNEL FILES**

Employees shall be entitled to inspect their personnel files in accordance with applicable law.

## **ARTICLE 6** **SENIORITY**

### **SECTION 6.1 - DEFINITION OF SENIORITY**

Where the term "seniority" is used in the Agreement, it will mean as follows: Seniority shall be defined as an employee's length of continuous service as an employee with the City Villa Grove.

### **SECTION 6.2 - LOSS OF SENIORITY**

Seniority and the employment relationship shall be terminated in the event of the following:

- 6.2.1 - Voluntary and involuntary termination; or
- 6.2.2 - An employee fails to return to work from layoff within five (5) days of receipt of written notice to last known address; or
- 6.2.3 - The employee is absent for three (3) consecutive scheduled work days without authorization; or
- 6.2.4 - The employee does not return to work at the expiration of a leave of absence.

### **SECTION 6.3 - LAYOFFS AND RECALL**

In the event of a layoff, the layoff and recall, if any, shall be by seniority.

### **SECTION 6.4 - SENIORITY LIST**

As soon as practicable, not to exceed thirty (30) days, after signing of this Agreement, the City will furnish the Union a list showing the name, address and last hiring date of each employee in the bargaining unit. The City shall post a similar list without employee's' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the City of any alleged errors in the list or it will be considered binding on the employee and the Union. When changes or additions to those lists become necessary, the City will provide notification to the Union of such changes or additions and a revised seniority list will be posted. Within thirty (30) calendar days of such posting, an employee must again notify the

employer of any alleged errors or the information in the list shall be considered binding on the employee and the Union.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**SECTION 7.1 - DEFINITION**

A grievance is defined as any disagreement between the Union or an employee and the City over the interpretation or application of any provisions of this Agreement.

**SECTION 7.2 - GRIEVANCE STEPS**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

**STEP 1A: Public Works Director** – For Public Works Laborer issues, if the grievance is not settled in the informal process and the employee wishes to appeal the grievance, it shall be submitted in writing to the Public Works Director within five (5) business days after receipt of the answer of the informal process. A grievance relating to all or a substantial number of employees or the Union's own interest or rights with the employer regarding only Public Works employees may be initiated at Step 1A by Union representative. Under these circumstances, the Public Works Director shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Public Works Director or his designee shall provide a written answer to the grievant and the Union within five (5) business days following the meeting.

**STEP 1B: City Administrator** – For Office Clerks, if the grievance is not settled in the informal process, and the employee wishes to appeal the grievance, it shall be submitted in writing to the City Administrator within five (5) business days after the receipt of the answer of the informal process. A grievance relating to all or a substantial number of employees in City Administration or a combination of employees in both Public Works and City Administration or the Union's own interests or rights with the employer may be initiated at Step 1B by a Union representative. The City Administrator shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and the authorized representative of the Union at a time mutually agreeable to the parties. The City Administrator shall provide a written answer to the grievant and the Union within five (5) business days following their meeting.

**STEP 2A: City Administrator** – If the grievance involving only Public Works employees is not settled at Step 1A, and the employee or the Union wishes to appeal the grievance to Step 2, it shall be submitted in writing to the City Administrator within five (5) business days after receipt of the Public Works Director's answer to Step 1. Thereafter, the City

Administrator shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The City Administrator shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

**STEP 2B: Mayor** – If the grievance involving Office Clerks or employees in Public Works and City Administration is not settled at Step 1B, and the employee or the Union wishes to appeal the grievance to Step 2B, it shall be submitted in writing to the Mayor within five (5) business days after receipt of the City Administrator’s answer to Step 1B. Thereafter, the Mayor shall meet with the grievant and the Union representative within fifteen (15) business days of the receipt of the appeal. The Mayor shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

**STEP 3: City Council** – If the grievance is not settled at either 2A or 2B, and the employee or the Union wishes to appeal the grievance to Step 3, it shall be submitted in writing to the City Clerk within five (5) business days after receipt of the City Administrator’s or Mayor’s answer to Step 2. Thereafter the City Council shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The City Council shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

**STEP 4: Arbitration** – If the grievance is not settled in Step 3, and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration as described below within fifteen (15) business days of the receipt of the City’s answer provided to the Union at Step 3.

A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (“FMCS”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing within 100 miles of the City of Villa Grove. Both the City and the Union shall have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The City and Union shall alternatively strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first, third and fifth names. The remaining person shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and City Representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

### **SECTION 7.3 - LIMITATIONS ON AUTHORITY OF ARBITRATORS**

The power of the arbitrator shall be limited to the interpretation and application of the written provisions of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue(s) raised by the grievance as submitted to the City at Step I or Step 2, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit his written decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy.

The decision of the arbitrator shall be final and binding on the parties.

### **SECTION 7.4 - MISCELLANEOUS**

7.4.1 - A "Business Day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the City.

7.4.2 - No grievance may be filed more than twenty (20) business days from the day of the original occurrence of the event giving rise to the grievance, except that for errors in pay, the time period shall be twenty-five (25) business days. No grievance filed after said time limit shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal.

7.4.3 - If a decision is not appealed by the Union or the grievant within the time limit specified in each step, the grievance shall be considered settled on the basis of the latest decision and not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended only by mutual written agreement of the grievant and the City.

7.4.4 - No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

### **SECTION 7.5 - COMPENSATION DURING GRIEVANCE PROCEDURE**

The grievant and Union Steward shall be paid to participate in the Step 1 and Step 2 meetings, if the meetings are conducted on work time. The grievant and one employee representative shall be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance.

**ARTICLE 8**  
**DISCIPLINE AND DISCHARGE**

**SECTION 8.1**

Post-probationary employees shall be disciplined and/or discharged for just cause consistent with this agreement. The City agrees the disciplinary action shall be taken in a timely fashion. The City agrees that with respect to oral warnings and reprimands or written reprimands, disciplinary action shall be taken within twenty-one (21) days of notice to the City of the incident or infraction giving rise to the discipline. Where the discipline includes a suspension without pay, the decision on the discipline shall be rendered within twenty-one (21) days, however, the suspension shall be scheduled at the convenience of the City. In instances where the suspension is for a serious violation, in the case of a suspension pending discharge, the suspension may commence immediately.

**SECTION 8.2**

The City agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

**SECTION 8.3**

Disciplinary action may include but not necessarily be limited to, one or more of the following; however, the types of disciplinary action imposed shall be based on the seriousness of the offense:

- A. Oral warning or reprimand;
- B. Written reprimand;
- C. Suspension without pay for up to three (3) days;
- D. Suspension without pay for more than three (3) days;
- E. Suspension without pay pending ultimate discharge.

**SECTION 8.4**

All discipline may be grieved. Any oral reprimand shall be removed from the employee's record if since the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional oral reprimand or discipline. Written reprimands with regard to written citizen complaints shall remain in an employee's personnel file. Written reprimands regarding any other areas of performance shall be removed from the employee's record if since the date of the last written reprimand for any reason, twelve (12) months have

passed without the employee receiving any additional discipline. In determining progressive discipline, the City shall consider the elapsed time since the most recent written reprimand.

## **ARTICLE 9** **HOLIDAYS**

### **SECTION 9.1**

Nine official holidays are recognized:

- 1) New Year's Day
- 2) Presidents' Day
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Veteran's Day
- 7) Thanksgiving Day
- 8) The day after Thanksgiving Day
- 9) Christmas Day

Every employee is also provided one floating holiday/personal leave day which may be approved by the employee's supervisor at any time during the calendar year. This day must be taken as a complete eight hour work day, which must be scheduled 30 days in advance and must not conflict with time off requested by another employee.

### **SECTION 9.2**

When a holiday falls within the pay period, every employee shall receive eight (8) hours' pay for the holiday.

### **SECTION 9.3**

An employee whose work shift begins during a holiday will be paid time and one-half for all hours worked during that shift.

## **ARTICLE 10** **LEAVES**

### **SECTION 10.1 - SICK LEAVE**

All absences from work due to sick leave for illness of the employee or dependents must be reported to the supervisor in charge a minimum of one (1) hour prior to the assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action. If an employee becomes ill, or otherwise desires to use sick leave during working hours, he must notify his

supervisor before leaving work. If employee is unable to report to supervisor for any reason, he or she must leave a recorded message at 217-832-4721.

#### 10.1.2 - Sick Leave Usage

Sick leave may only be used for illness of the employee or for the illness of the following family members:

- A. Spouse;
- B. Children (natural, step or adopted);
- C. Parents or parents of employee's spouse.

If the duration of absence extends longer than one (1) day, the employee must notify the City and/or its designate daily. An employee may be required, after three (3) consecutive days absent to furnish a certificate from a licensed physician supporting the sick leave claim. An employee who has three events of sick leave usage in a three-month period may be required to furnish a certificate from a physician to support the sick leave claim. In addition, the employee may be required to be examined by a physician designated by the City at the expense of the City. Sick leave must be used at a minimum of one (1) full hour. If additional time is needed, it may be taken in fifteen (15) minute increments. Failure to follow the foregoing procedures or providing false or misleading information may result in the absence being considered an unexcused absence for which no pay will be received and may result in disciplinary action.

#### 10.1.3 - Sick Leave Accrual

Employees will accrue sick leave at the rate of 3.7 hours per pay period. Buy back of accumulated sick leave, if any, shall be in accordance with City Personnel Policy Manual as it may be amended from time to time at the City's sole discretion.

### **SECTION 10.2 - MILITARY LEAVE**

Military leave, without pay, will be granted as required by state or federal law. An employee requesting military leave will provide as much advance notice as possible to the City.

### **SECTION 10.3 - JURY DUTY LEAVE**

An employee called for jury duty will be given leave to attend jury duty. The employee, upon receiving a summons, will immediately provide a copy to the City or its designee. Employees shall receive their regular base pay for the time spent on jury duty upon signing and returning their jury duty checks to the City.

### **SECTION 10.4 - BEREAVEMENT LEAVE**

A maximum of three (3) days' leave may be taken by an employee following the death of a spouse, child (including step or adopted) or parent, sibling (including half or step), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild. Additional leave may

be granted by the City if it does not interfere with manpower needs of the Department. This additional leave may be paid through the use of vacation or personal leave at employee's request, if available.

## ARTICLE 11 INSURANCE

### SECTION 11 - GROUP INSURANCE

#### 11.1 - Provision of Insurance

The City shall provide full-time bargaining unit employees with individual group comprehensive medical coverage. Coverage for dependents or family coverage may also be selected by the employee consistent with the provisions of 11.2. Employees not electing to receive any medical coverage through the City group plan shall receive \$50.00 per pay period upon showing that the employee has insurance coverage comparable to the City group plan.

#### 11.2 - Benefits and Cost Sharing

The employee will be responsible for 30% of the health insurance premium for either individual or dependent coverage. These amounts may be deducted from paychecks. Coverage will remain at substantially the same level of benefits in effect on the execution of this agreement.

#### 11.3 - Group Life Insurance

If the City provides Group Life Insurance for the general non-bargaining unit employees of the City, it shall provide bargaining unit employees with Group Life Insurance at the same level of benefits and with the same premium contribution requirements as provided for the general non-bargaining unit employees of the City.

## ARTICLE 12 VACATIONS

### SECTION 12.1 - VACATION ACCRUAL

Employees covered by this Agreement are entitled to paid vacation. The length of the employee's paid vacation is based on years of continuing service completed as of their anniversary date each year. Vacation hours are accrued by pay period and are available for use on an ongoing basis with the exception of division A below. The following rules will govern paid vacations:

#### 12.1.1 New Hires

New employees are not entitled to use any vacation leave until one (1) year of service is completed. An employee will accrue 1.54 hours paid vacation pay per pay period during the first year of service. If the employee completes the first year of service, he will have one (1) week of vacation which must be taken during the next year, i.e. before his second anniversary date.

#### 12.1.2 Employees with More than One (1) Year of Service.

1) An employee with one (1) full year of service but less than five (5) full years of service as of his anniversary date will accrue 3.08 hours paid vacation per pay period. Therefore, at the end of the second full year of service, the employee will have earned eighty (80) hours of paid vacation leave. Those hours must be used within the third year of service or be lost without compensation. The City will buy back vacation time only in the event that the City has required the officer to cancel a scheduled vacation leave due to manpower needs. The accrual of vacation time and use of vacation time in the year following accrual will continue on an annual basis as of the anniversary date of employment.

2) An employee with five (5) full years of service but less than nine (9) full years of service as of his or her anniversary date will accrue 4.62 hours paid vacation per pay period. Again, these three (3) weeks of vacation must be scheduled and taken within the year following their accrual or they are forfeited unless a scheduled vacation was cancelled by the City due to manpower needs.

3) For each year following ten (10) full years of service through the completion of fourteen (14) full years of service, the employee shall accrue additional hours on a per pay period basis to amount to an additional one (1) work day per additional year the use of which will be consistent with the policy above.

4) An employee with fourteen (14) full years of service as of his anniversary date will accrue 7.69 hours of paid vacation per pay period. If the entire year is worked, this accrual will result in five (5) weeks of paid vacation for the employee in each year after the completion of fourteen (14) years of service. Those accruals need to be taken in the year following the accrual as stated in the policy above.

### **SECTION 12.2 - REQUEST FOR VACATIONS**

Employees may sign up by seniority for one (1) week of vacation in the following year. After every employee within a department has selected a first full week, employees may request a second full week in seniority order. Additional weeks of vacation may be selected repeating this same step. No two heavy equipment operators in the Public Works Department may select vacation dates at the same time. No two clerical or office workers may select vacation dates at the same time. This includes the Police Department secretary. After December 31, vacation will be scheduled on a first come first serve basis.

Adjustments, cancellations and rescheduling of vacation periods may occur during the calendar year, provided a minimum of thirty (30) days' written notice is given to their supervisor and the changes do not create conflicts with previously scheduled employee vacation periods.

The supervisor may grant vacation leave within the thirty (30) day time period if it does not interfere with the City's needs. During the vacation signup period in December, only full work weeks of vacation may be scheduled. After January 1, vacation time off may be scheduled on a full day basis.

### **SECTION 12.3 - UNUSED VACATION TIME**

Due to the fact that vacation time is accrued by pay period, employees will generally have some balance of vacation time accrual. If the accrual allows, every employee is required to schedule and take two complete weeks' vacation each calendar year. (i.e. Monday through Friday one week and Monday through Friday another week.) In no event shall any employee's accrual exceed two hundred (200) hours. However, employees with twenty (20) years or more seniority as of the signing of this Agreement will be allowed to accrue up to four hundred (400) hours. If the accrual has reached that level, no additional vacation accruals will be earned. Employees with five (5) years or more service to the City who have a vacation accrual balance of more than forty (40) hours, may exchange vacation accrual for straight time pay to a maximum of forty (40) hours per year, that is, this option may be exercised only once per year.

## **ARTICLE 13** **UNIFORM AND CLOTHING ALLOWANCE**

### **SECTION 13.1 - UNIFORM**

The City will supply for Public Works all safety vests, boots, helmets, glasses and or goggles, coveralls, gloves and all other safety gear required for each job.

### **SECTION 13.2 - CLOTHING ALLOWANCE**

For full time office staff, the City will provide up to a \$400.00 uniform allowance per year. For part time employees the maximum uniform allowance shall be \$200.00. This allowance shall be used for the purchase of polo or golf shirts, short or long sleeve sweaters with the City logo or for full length slacks suitable for office wear, not jeans. The clothing allowance may be eliminated if the City determines that it is in the best interest of the City to provide uniforms for employees so long as the City pays for the uniforms and cleaning.

## **ARTICLE 14** **TUITION REIMBURSEMENT PROGRAM**

### **SECTION 14.1 - ELIGIBILITY**

Full-time employees are entitled to participate in the Tuition Reimbursement Program. Employees must request reimbursement for tuition to the City Council in time for the council to rule on the application prior to commencement of course work. Typically, this would require application no less than thirty (30) days prior to either the due date for tuition payment or commencement of course work, whichever is earlier. The City Council will, in its sole

discretion, determine whether or not coursework is related to the employee's job responsibilities and being provided by a suitable institution.

**SECTION 14.2 - PROCEDURE FOR OBTAINING REIMBURSEMENT**

Upon completion of an approved course and achieving a passing grade, the employee will submit to the council the official grade notice and proof of payment of fees in order to receive the reimbursement. In addition to tuition reimbursement, the City may at its discretion include other costs such as books, travel, health fees, late fees, application fees and the like.

**ARTICLE 15**  
**COMPENSATION, HOURS OF WORK AND OVERTIME**

<b><u>LABORER I</u></b>	<b><u>5-1-19</u></b>	<b><u>5-1-20</u></b>	<b><u>5-1-21</u></b>
0	\$17.81	\$18.30	\$18.80
5	\$18.90	\$19.42	\$19.95
10	\$19.48	\$20.02	\$20.57
15	\$20.13	\$20.68	\$21.25
20+	\$21.05	\$21.63	\$22.22

<b><u>LABORER II</u></b>	<b><u>5-1-19</u></b>	<b><u>5-1-20</u></b>	<b><u>5-1-21</u></b>
0	\$18.81	\$19.30	\$19.80
5	\$19.90	\$20.42	\$20.95
10	\$20.48	\$21.02	\$21.57
15	\$21.13	\$21.68	\$22.25
20+	\$22.05	\$22.63	\$23.22

<b><u>OFFICE CLERK I</u></b>	<b><u>5-1-19</u></b>	<b><u>5-1-21</u></b>	<b><u>5-1-23</u></b>
0	\$16.19	\$16.64	\$17.10
1	\$16.68	\$17.14	\$17.61
5	\$17.54	\$18.02	\$18.52
10	\$19.10	\$19.63	\$20.17
15	\$19.21	\$19.74	\$20.28
20+	\$19.35	\$19.88	\$20.43
<b><u>PART TIME</u></b>	\$11.30	\$11.61	\$11.93

<b><u>OFFICE CLERK II</u></b>	<b><u>5-1-19</u></b>	<b><u>5-1-21</u></b>	<b><u>5-1-23</u></b>
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0	\$17.44	\$17.89	\$18.35
1	\$17.93	\$18.39	\$18.86
5	\$18.79	\$19.27	\$19.77
10	\$20.35	\$20.88	\$21.42
15	\$20.46	\$20.99	\$21.53
20+	\$20.60	\$21.13	\$21.68
<b><u>PART TIME</u></b>	\$12.55	\$12.86	\$13.18

To achieve the position of Laborer II, a Laborer I needs to show competence in operating heavy equipment. In addition, any Laborer I who achieves the Class B Water License or Grade III Wastewater License will be promoted to the position of Laborer II. In addition to the promotion, any Public Works employee receiving either license will receive an additional \$2.25 per hour when the license is effective and as long as the license remains effective.

A 1% increase will be given to any Clerk with a related college degree. The Clerk II position requires advanced proficiency on computer hardware or software programs including Microsoft, Excel, and Word, and utility billing, along with a college degree in accounting, business, or closely-related major. For new hires, Clerk II level may only be granted after successful completion of probation.

### **SECTION 15.2 - NORMAL WORK HOURS**

All employees covered by this Agreement will have a guaranteed work week of either five (5) eight (8) hour days during a work week or four (4) ten (10) hour days during the week. In either event, the work day shall include a sixty (60) minute unpaid meal period and two (2) fifteen (15) minute paid break periods. Employees shall not be available for duty during lunch and break periods.

The normal work day will be from:

7.00 A.M. to 4.00 P.M. Monday thru Friday

### **SECTION 15.3 - OVERTIME EQUALIZATION**

15.3.1 Every employee covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) his regular hourly rate of pay for all hours worked in excess of eight (8) hours in one day or forty (40) hours within the calendar week (Thursday-Wednesday).

15.3.2 Overtime assignments shall be made to the extent possible to distribute the overtime fairly and equitably to the bargaining unit members. Overtime assignments may first be offered to employee who would be reporting early for their scheduled shift or required to remain at work after the completion of their scheduled shift. In all other circumstances, overtime assignments will be made to evenly distribute the overtime made available over the course of time.

#### **SECTION 15.4 - CALL BACK**

Any employee covered by this Agreement who is called back to work on an assignment which is not contiguous to the employees regularly scheduled working hours shall be compensated a minimum of two (2) hours at time and one half of their regular hourly wage for each call back or the actual time worked, whichever amount is greater. The calculation of actual time worked will begin when an employee reports ready for duty.

#### **SECTION 15.5 - ON CALL**

Employees assigned to complete routine duties regarding water or sewer services provided shall be assigned to work four hours on Saturday and four hours on Sunday and then be relieved of all duties the following Monday. Employees assigned a pager for Monday-Friday will not receive any additional pay unless required to respond to a request in which case the provisions of Section 15.4 shall apply.

#### **SECTION 15.6 - HOURS WORKED**

For purposes of determining overtime pay, "hours worked" shall include all hours actually worked, authorized vacation and holiday time. Hours worked shall not include floating holiday/personal leave day, sick leave, bereavement leave, jury duty leave or any unpaid leave granted.

#### **SECTION 15.7 - MILEAGE REIMBURSEMENT**

Employees attending training sessions/academics on-duty shall either be provided transportation, if available, to and from the training location, or shall be paid mileage at the IRS rate for the use of their own vehicle, provided that the mileage shall be paid only when the training site is outside the City limits.

### **ARTICLE 16** **SUBCONTRACTING**

#### **SECTION 16.1- GENERAL POLICY**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform.

#### **SECTION 16.2- SUBCONTRACTING**

Prior to the employer changing any policy or current practice involving the subcontracting of any work which would reduce hours worked by Union employees qualified to do the work or eliminate positions, such change will be submitted to the Local Union for discussion and negotiations regarding the effect or impact relative to the bargaining unit employees. If no current Union employee is qualified to do the work, the City may contract to have the work done without following this process. If through the

collective bargaining process an agreement cannot be concluded regarding any lay-off or elimination of bargaining unit jobs due to subcontracting, the Union may be permitted the privileges of economic recourse.

This provision does not apply to the contracting of temporary employees so long as no temporary employee works more than 1,000 hours May through September in any calendar year.

**ARTICLE 17**  
**GENERAL PROVISIONS**

**SECTION 17.1 - SAVINGS CLAUSE**

In the event any Article, Section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, and such holding is not subsequently reversed on appeal or overturned in any other proceeding which is binding on all parties, such decision shall apply only to the specific Article, Section, subsection or portion thereof directly specified in the decision or order. Upon issuance of such decision or order, the parties agree to immediately negotiate a substitute for invalidated Article, Section, subsection or portion thereof.

**SECTION 17.2 - RATIFICATION AND AMENDMENT**

This Agreement shall become effective when ratified by the Union and the City and signed by both parties as indicated below. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

**SECTION 17.3 - TERM**

This Agreement, including Exhibit A, shall remain in full force until April 30, 2022. (Exhibit A – Drug and Alcohol Testing) Not earlier than sixty (60) days preceding expiration, either party may notify the other in writing of its desire to reopen this Agreement for negotiations.

CITY OF VILLA GROVE

TEAMSTERS LOCAL NO. 26

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PATRICK A. GLEASON, PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## EXHIBIT A

### DRUG AND ALCOHOL TESTING

Employees are prohibited while on duty from consuming, possessing or being under the influence of alcohol or possessing, selling, purchasing or delivering illegal drugs, narcotics or marijuana at any time except in accordance with duty requirements. Employees must report to the Department head in writing any known or anticipated side effects of medication or prescription drugs which they are lawfully taking immediately upon said effects first coming to the attention of the Employee.

All full time City employees outside of the Police Bargaining Unit shall submit to drug and alcohol testing when randomly selected by a third party testing agency. The selection process will be such that on the average each employee could be selected once per year. That is the number of random tests completed in any given year will be equal to the total number of full time employees of the City of Villa Grove who are not in the Police Bargaining Unit. Since this is a random test, however, an individual employee may be tested more than once in any given year.

No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing-procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative testing results received by the Employer.

Notwithstanding any heretofore to the contrary, in the event that the Employee is involved in an accident resulting in injury or death to any individual or causes property damage, the Employer shall have the right to order the Employee to immediately submit to testing.

The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test. No employee covered by the terms of this Agreement shall invoke any sort of privilege which would bar or lessen the ability of the testing facility to conduct the test or tests to professionally determine the presence or absence of alcohol, marijuana, drugs or narcotics in the body of the employee covered by this Agreement. In the event that a prohibition pertaining to alcohol is involved and the testing facility is unable to obtain the blood/urine specimen within one (1) hour of the employee's arrival at the testing facility 49 the employer may utilize a breath testing device utilized by Illinois law enforcement agencies to determine violations of the Illinois motor vehicle code.

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this agreement, which the employee may pursue with or without the Union.

## EXHIBIT A

Any employee found to have a quantifiable presence of a prohibited drug in the body or an alcohol content in excess of 0.02 BAC is subject to discipline. For the first offense, the employee shall be suspended without pay for 30 days to allow the employee the opportunity to engage in a rehabilitation program. If, at the completion of 30 days, the employee cannot produce a document from a licensed medical professional showing that the employee is fully recovered and able to safely return to work, the employee shall be terminated. The second offense, as outlined above, shall result in immediate termination.

No adverse employment actions are to be taken in any manner or forum against any employee who prior to apprehension or detection voluntarily seeks assistance for alcohol or legally possessed drug/narcotic problems other than the Employer may temporarily reassign an employee if the employee covered by this Agreement is unfit for duty in the employees current assignment and a suitable reassignment position exists in the judgment of the Department head. All said requests shall be held strictly confidential by the Employer and not released or used in any manner or forum contrary to the employee's interests. Such employee who utilizes the terms of this section is subject to random testing at any time for any/or no reason for a period of one (1) year from the time of the request for assistance mentioned in this writing. Such employee may utilize sick leave, vacation, compensatory time, holiday or personal days accrued by the employee covered by this Agreement to cover absences which might occur while receiving assistance under this section.