



MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (“MOU”) is entered into by and between the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, on behalf of Local 2891 (“AFSCME”) and the VILLAGE OF HOMEWOOD, ILLINOIS (the “Village”). The Parties agree as follows:

1. **CBA:** The Village and AFSCME are parties to a collective bargaining agreement covering the period from May 1, 2020 through April 30, 2025 (the “CBA”). Except as expressly provided below, the CBA shall remain in full force and effect through April 30, 2025.

2. **Wage Re-opener Provisions:**

a. Pursuant to Article XIV, Section 1, **WAGES**, and Appendix B of the CBA, the Parties agreed to negotiate wage increases in the second and third years of the CBA (the “Reopener Terms”).

b. Following good faith bargaining related to the Reopener Terms, the Parties agreed that the following increase in base wages shall be incorporated into Appendix B to fully resolve all issues that were or could have been raised during negotiations for the Reopener Terms:

- | | | |
|------|------------------------|-------|
| i. | Effective May 1, 2021: | 2.00% |
| ii. | Effective May 1, 2022: | 2.75% |
| iii. | Effective May 1, 2023: | 3.00% |
| iv. | Effective May 1, 2024: | 3.00% |

b. The across-the-board wage increases effective May 1, 2021 will be paid on a retroactive basis to all employees who are actively employed as of the date of ratification of this MOU by the Village Board.

c. The retroactive pay amounts referenced in this Section 2 will be provided to employees along with their regular paycheck issued on November 25, 2022 pursuant to the Village’s normal payroll practices and subject to legally required and authorized payroll deductions.

d. The Parties agree and acknowledge that the increases referenced in this Section 2 of the MOU will satisfy all obligation related to the Reopener Terms for the term of the CBA. Therefore, there will not be any re-opener negotiations in any future years of the CBA.

3. **Additional CBA Revisions:** In addition to the wage increases referenced above, the Parties also agreed to the following revisions to the CBA that will be made effective on a prospective basis only on the first day of the full pay period following ratification of this MOU by the Village Board:

a. Article V, Section 5.2, ***Normal Workweek and Workday***, shall be revised to reflect the redlined portions of that Section as follows:

The normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of forty (40) hours of

scheduled time spent at work which is comprised of five (5), eight (**8**) hour workdays in a calendar week. Each eight (8) hour normal workday includes the fifteen (15) minute paid break period taken in the first half of the shift (see Article VI) and the thirty (30) minute paid lunch period during each shift (see Section 7.1).

b. Article VI, **REST PERIODS**, shall be revised to reflect the following changes to the CBA effective on a prospective basis:

All employees' normal work schedules shall provide for a fifteen (15) minute rest period during the first half of their shift. This rest period will last for fifteen (15) minutes beginning at the end of the second hour of the work shift. The rest period must be taken at this time except that on occasion the Superintendent or his superior may change the designated rest period as the job demands. The fifteen (15) minute rest period shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods. This paid 15-minute rest period is included in the "normal workday" defined in Section 5.2.

Employees who for any reason work beyond their regular quitting time shall be granted regular rest periods at the end of the fourth hour of their next work shift, as stated above.

c. Article VII, Section 7.1, **Lunch Periods**, will be revised to change "unpaid thirty (30) minute lunch period" to "***paid*** thirty (30) minute lunch period" effective on a prospective basis.

4. **Release and Waiver of Claims:** As a material condition of this MOU and in return for the consideration provided to AFSCME (and the covered members) as set forth in this MOU, AFSCME, on behalf of itself and all of its members whose terms and conditions of employment are governed by the CBA, agree to release the Village and waive any right to further pursue any Grievance, charge, claim or cause of action against the Village arising out of or related to the topics that are or could have been raised by AFSCME during the good faith bargaining that resulted in this MOU. The scope of this release includes, without limitation, the unfair labor charge filed by AFSCME with the Illinois State Labor Relations Board (Charge No: S-CA-22-080) (the "ULP") that includes allegations related to many of these same or similar topics. Within seven (7) days of the date this MOU is ratified by the Village Board and signed by authorized representatives of both Parties, AFSCME will notify the Illinois Labor Relations Board of its desire to voluntarily withdraw the ULP given that the allegations that were or could have been raised by AFSCME in the ULP are resolved pursuant to the terms of this MOU. In the unlikely event that the Labor Board continues to investigate the allegations in the ULP, it is understood that none of the employees covered by the CBA are entitled to any additional pay, benefits or privileges based on the resolution of that ULP.

5. **Miscellaneous Provisions:** The Parties also agree that the following are true and correct:

a. The terms of this MOU are entered into on a non-precedent setting basis,

b. This MOU will not be introduced by either Party against the other in any other matter or legal proceeding (including any administrative investigation or arbitration), except as necessary to enforce the terms of this MOU.



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- c. Nothing construed in this MOU shall be construed as an admission or acknowledgement by either AFSCME or the Village that there was any wrongdoing, violation of any law or CBA by either Party.
- d. The individuals who sign this MOU below represent that they are authorized to bind the Party that they signed on behalf of.
- e. The Village’s agreement to negotiate the additional revisions of the CBA as set forth in Section 3 of this MOU, above (which are beyond the Reopener Terms) occurred on a non-precedent setting basis and should not be construed as a waiver of any other Section 7 rights of the Village as set forth in the Illinois Labor Relations Act.
- f. This MOU will be construed as if drafted by both Parties and not in favor or against any one Party regardless of the drafters.
- g. The individuals who sign this MOU represent that they are authorized to bind their respective Party.
- h. AFSCME and the Village acknowledge and agree that they have freely and voluntarily entered into these terms.

6. **Ratification Required:** The terms of this MOU are not binding or effective as to either Party until and unless all of the terms are ratified by authorized representatives of both Parties. The Village Manager agrees that this MOU has been placed on the agenda for consideration by the Village Board at its regular board meeting scheduled for November 8, 2022.

7. **Retroactivity:** Unless expressly stated otherwise in this MOU, the terms of this MOU are construed on a prospective basis only and not on a retroactive basis.

**AFSCME Council 31 on behalf of
ILLINOIS
Local 2891**

VILLAGE OF HOMEWOOD,

By: _____
Its authorized representative

By: _____
Its authorized representative

Date: _____

Date: _____