



**THE VILLAGE OF HOMEWOOD
TO
TEAMSTERS LOCAL #700**

MAY 1, 2026 - APRIL 30, 2029

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PREAMBLE

THIS AGREEMENT entered into by the Village of Homewood (hereinafter referred to as the “Village: or the “Employer”) and TEAMSTERS LOCAL 700 (hereinafter referred to as the “Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I. RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Records Clerks, Building Inspectors, and Water Billing Clerks.

Section 1.2: Probationary Period

All new employees shall be considered probationary employees until they complete a probationary period of one (1) year. The Employer may extend an employee’s probationary period for one (1) additional year at its discretion. During the employee’s probationary period, an employee is entitled to the rights, privileges or benefits under this Agreement, except the Employer may discipline or discharge an employee during the probationary period without cause and such action shall be final, and the employee shall have no recourse under the grievance procedure or otherwise contest such discipline.

Section 1.3: Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun and without regard to sexual orientation as well.

Section 1.4: Non-Discrimination

Neither the Employer nor the Union shall discriminate against Employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, disability or national origin of the Employee. Neither the Employer nor the Union shall discriminate against Employees as a result of membership or non-membership with the Union.

ARTICLE II.
LABOR-MANAGEMENT CONFERENCE

Section 2.1: Labor/Management Meetings

Attendance at labor-management meetings shall be scheduled by mutual agreement and shall be voluntary on the employee's part. Normally, up to three (3) persons from each side shall attend these meetings, schedules permitting. Bargaining unit members shall be compensated for their required attendance at these meetings if the meeting occurs during the employee's regularly scheduled working time.

ARTICLE III.
GRIEVANCE PROCEDURE

Section 3.1: Definition of a Grievance

A Grievance is defined as a dispute between the Employer and an Employee or the Union regarding an alleged violation of an express provision of this Agreement

Section 3.2: Representation

Grievances may be processed by the Employee or the Union on behalf of an Employee or group of Employees. The Union may have the grievant(s) present at any step of the grievance procedure, and the grievant(s) is entitled to Union representation at any step of the grievance procedure.

Section 3.3: Procedure

STEP 1

Any Employee or Union Representative, who has a grievance, shall submit the grievance in writing to the employees' Immediate Supervisor. The grievance shall contain a statement of facts and circumstances, the provisions(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within five (5) business days from the date of occurrence or five (5) business days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The Supervisor or a designee shall investigate the grievance and shall offer to discuss the grievance with the grievant and/or the Union at a mutually agreed upon date and time. Thereafter, the Supervisor shall render a written response to the grievant within five (5) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

STEP 2

If no response is received or the grievance is not settled at step #1, and the grievant wishes to appeal the decision at step #3, the grievance shall be submitted in writing to the Village Manager or designee within five (5) business days after receipt of the response at step #1, or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was

improperly denied at step #1. The Village Manager or designee shall then investigate the grievance, and will hold a meeting with the parties involved in the grievance at a reasonably convenient time, within ten (10) business days after receiving the grievance. The Village Manager or designee shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting.

STEP 3

If the Grievance is not settled at Step 2, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall submit a mutual request within seven (7) days after denial of the grievance in Step 2. Both parties shall attempt to reach a mediated agreement to resolve the dispute.

Section 3.4: Arbitration

If the grievance is not settled at step #3, and the Union or the Employer wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of unsuccessfully reaching a mediated agreement through FMCS. The arbitration shall proceed in the following manner:

- A. A representative of the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Union. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Union. Hearings shall be conducted.
- B. Both parties agree to make a good faith attempt to arrive at a joint statement of issues to be submitted to the arbitrator. The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Union. Cost of arbitration shall include the arbitrators' fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.
- C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance only if both parties agree.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of the Section 6.4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 3.5: Time Limit for Filing

If the grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limit, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**ARTICLE IV.
MANAGEMENT RIGHTS**

Section 4.1: Management Rights

The Village retains the sole right and authority to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including all rights and authority exercised by the Village prior to the execution of the Agreement, except as specifically modified by the provisions of this Agreement. These rights include but are not limited to the following:

1. The right to determine its mission, policies, procedures, and to set forth the standards of service offered to the public.
2. To plan, direct, control and determine all the operations, assignments and services to be conducted by employees or purchased by the Village.
3. To determine the methods, means, organization and number of personnel by which such operations, assignments and services shall be conducted or purchased.
4. To supervise and direct employees and determine position responsibilities and organizational structure.
5. To establish the qualifications for hiring and continued employment and to employ employees.
6. To hire and assign or transfer employees within or between departments.
7. To schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards

8. To establish and modify work hours and hours of operation.
9. To assign overtime.
10. To make and enforce reasonable rules and regulations.
11. To discipline, suspend and discharge employees for just cause (probationary employees without cause).
12. To lay off or relieve employees due to lack of work or funds.
13. To make, amend, publish, and enforce reasonable rules of conduct and safety or regulations.
14. To introduce new or improved operational methods or procedures, equipment or facilities.
15. To contract out for goods and services.
16. To determine reasonable standards for training and satisfactory completion standard requirements for employees.
17. To determine and establish minimum educational and certifications requirements for positions.
18. To determine the equipment to be used by employees and to determine the reasonable standards of proficiency in the use of such assigned equipment.
19. To evaluate the performance of employees and take appropriate measures to correct or improve poor performance.
20. To change or eliminate existing methods, equipment or facilities.
21. To contract out and/or subcontract bargaining unit work.

Section 4.2: Supervisors Performing Bargaining Unit Work

Supervisors may perform bargaining unit work which is incidental to their jobs in emergency situations or to address the Village's business needs (i.e., absence or tardiness of bargaining unit employees, training of new hires, natural disaster, act of God, etc.).

Section 4.3: Examination of Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute

or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's and Village's consent.

Section 4.4: Illinois Personnel Record Review Act

The Employer agrees to abide by the "Illinois Personnel Record Review Act" 820 ILCS 40/1. Written warnings may be expunged from an employee's personnel file at the supervisor's discretion.

**ARTICLE V.
UNION SECURITY AND RIGHTS**

Section 5.1: Union Membership

The Employer does not object and takes a neutral position related to Union membership by its employees. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership. This Section 5.1 will be construed in accordance with the then-applicable laws.

New Employees

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, work email address, job title, and rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with a new employee who is hired into a covered bargaining unit position within thirty (30) days of hire for up to one (1) hour. The Employer shall provide a meeting space at a location that is mutually agreed upon by the Employer and the Union. This meeting will be scheduled a mutually agreeable time that does not impede the normal operations during the new employee's regularly scheduled workday. The new employee shall not suffer a loss in pay for attendance at this meeting.

Authorized Representative Visits

Authorized representatives of the IBT and the Local Union shall be permitted to visit the Department at reasonable times to talk with Employees of the Union and/or representatives of the Employer concerning matters covered by the Agreement. The representatives shall call the Department manager before his/her arrival and obtain prior approval before entering the premises of the Employer while employees are working. The representative shall not disturb or unreasonably disrupt bargaining unit employees who are working or other Village personnel.

Section 5.2: Bulletin Boards

The Village will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 5.3: DRIVE Deduction Authorization and Deduction

The Employer agrees to deduct from the pay of those unit employees who individually request it voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designed by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday, provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (DRIVE., International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis along with the name of each unit employee on whose behalf a deduction is made, the unit employee's social security number and amount deducted from the unit employee's paycheck. A member who desires to revoke DRIVE check off authorization may do so at any time.

Section 5.4: Dues Check Off

The Employer, upon receipt of a validly executed voluntary written authorization card (Attached hereto as Appendix A), shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without voluntary written authorization from the employee. The Village will remit deductions monthly to the Teamsters Union Local 700 at the address designated by the Union. The Employer agrees that, during the term of this Agreement, it will provide newly hired employees with a dues deduction form within ten (10) days of their hire date and further agrees to notify the Union of any change in employee status including but not limited to new hires, resignations, etc. within thirty (30) days of the effective date.

During the term of this Agreement, the Union may change the Union dues, initiation fees and uniform assessments by providing the Employer thirty (30) days' notice of any such change.

If an Employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that Employee's dues. The Union agrees to refund to the Employees; any amounts paid to the Union in error on account of this dues deduction provision. An Employee may revoke their voluntary dues deduction by notifying the Union and the Employer by certified mail - return receipt requested and providing thirty (30) days advance notice.

Section 5.5: Teamsters Local 700 Benevolent Fund

The Employer agrees to deduct from the pay of those employees who individually request it, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund").

Section 5.6: Union Indemnification

Local #700 shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, action taken or not taken by the Village at the request of Local #700 for purposes of complying with the provisions of this Article.

Section 5.7: Electronic Authorization

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

ARTICLE VI.
HOURS OF WORK

Section 6.1: Hours of Work

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2: Normal Workweek

Normal Workweek, Normal Workday for Full-time Employees

Except as provided elsewhere in this agreement, the normal workweek is generally comprised of forty (40) hours of work per week. The normal workweek shall consist of five (5), eight (8) hour workdays in a calendar week which may be interrupted by a lunch period as provided in this Article.

Employees are expected to work overtime hours when requested by management from time to time. When the need for overtime is required, the Village will attempt to provide the affected employee(s) advance notice.

Section 6.3: Computation of Hourly Rate of Pay

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

Section 6.4: Changes in Workday

The normal hours of work which employees are assigned to work will be determined by the Department Head (or designee) based on factors including efficiencies of the organization or similar business needs. Except in the event of an emergency or unanticipated business need, before the Village implements a regular and on-going change in the normal daily or weekly schedules, the Village will notify the Union of the decision at least ten (10) days in advance and will allow the Union an opportunity to discuss the Village's decision.

Section 6.5: Compensation Time

The Village shall allow the employee the option to earn compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. An employee's request to use comp-time shall not be unreasonably denied by the supervisor. Except for the Finance Department

employees (where only one employee may be off at a time in the Department), when two (2) or more employees simultaneously submit requests for the use of comp-time for the same time period, the employee with seniority generally will be given preference provided it is consistent with business needs. Once a comp time request has been approved, it will not be cancelled without a business need that is explained to the affected employee(s) in advance.

An employee shall not have a balance of more than one hundred and twenty (120) hours of compensatory time.

Section 6.6: Attendance at Village Board Meetings

If an employee is directed to attend a Village Board Meeting they shall be paid the appropriate overtime rate for a minimum of two (2) hours or the actual time worked, whichever is greater.

Section 6.7: Lunch Period -Water Billing Clerk and Building Inspector

Each employee will be allowed to take a sixty (60) minute unpaid meal break each day, as scheduled by management subject to the work duties and business needs of the department. If an employee's meal break is interrupted by work duties, the employee's meal break shall be rescheduled if the workload permits or the employee shall forego his or her meal break with additional compensation if the workload does not permit as determined by management.

Section 6.8: Police Records Clerks - Break Periods

The regular hours of work and regular break periods for records clerks shall remain as in effect prior to ratification of this Agreement.

**ARTICLE VII.
SUBCONTRACTING**

Section 7.1: General Policy

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment. Except where an emergency situation exists, before the Village changes its policy involving the overall subcontracting of work in a general area where such policy change will result in the loss of a bargaining unit position, the Village will notify the Union of the subcontracting decision ten (10) days prior to the subcontracting of the work and inform the Union of the cost of the work, and allow the Union an opportunity to discuss the Village's decision and its effect on bargaining unit employees.

ARTICLE VIII.
HOLIDAYS

Section 8.1: Holidays

The Village recognizes the following paid holidays for all employees of the bargaining unit:

- New Year's Day
- Labor Day
- Martin Luther King Day Birthday
- President's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

When an official holiday falls on a Saturday, the holiday will be recognized on the Friday immediately preceding the holiday. When the holiday falls on a Sunday, the holiday will be recognized as the Monday immediately following the holiday.

Section 8.2: Holiday Pay

An employee shall normally be scheduled off on a holiday and receive eight hours of pay for the holiday. If an employee is required to work on the recognized holiday or the actual holiday (if it falls on a Saturday or Sunday), the employee will receive the eight hours of holiday pay for the holiday and additionally be paid at the overtime rate of pay for all hours worked on either of those days. There will be no compensatory time off granted in lieu of pay for time worked on a holiday.

In order to be paid for the holiday, the employee must work the full scheduled workday immediately before or after a holiday. The employee will not be considered "scheduled" if the employee is on an approved leave or legitimate sick day (medical proof may be required).

ARTICLE IX.
SENIORITY

Section 9.1: Seniority Defined

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

Seniority shall be used when determining layoffs, vacation preferences in accordance with this Agreement, and all other past practices in which seniority is a factor. Leaves exceeding ninety (90) days shall be deducted from the total accumulated days of service in determining seniority except as provided by State or Federal law. If hired on the same date, the earlier month of birth between employees shall establish seniority, with the Employee with the earlier month of birth being the most senior.

Section 9.2: Termination of Seniority

Seniority and the employment relationship will be terminated when an employee:

1. Retires or is retired;
2. Resigns;
3. Is absent from work for a period of three (3) consecutive working days without permission and without notifying the Department Manager, unless the employee provides an excuse that is both reasonable to management;
4. Fails to report on schedule following a vacation or an authorized leave of absence, unless the employee provides an excuse that is both reasonable and acceptable to management;
5. Is laid off for a period of eight (8) months or more;
6. Fails to return from a layoff when properly recalled; or
7. Is discharged for just cause.

ARTICLE X.
SICK LEAVE

Section 10.1: Sick Leave

Only full-time employees normally will be eligible for the paid sick leave benefit defined herein. The Department Head may require any employee to submit physician verification of an illness as a condition of receiving benefits under this policy. Employees who are unable to report to work due to an illness normally must notify their Supervisor, or whomever is designated to receive such notifications in their department, as soon as possible on the first day of such absence, but no later than one (1) hour before the start of the employee's work shift unless it is shown that

such notification was impossible. Employees are responsible for speaking directly with the appropriate person in their department about their absence unless medically prevented from doing so (and/or as provided in our FMLA policy). If the appropriate person is unavailable, employees shall leave a message on the appropriate person's voice mail. In the case of leaving a voice mail message, the employee must make a follow-up call to the appropriate person later that day to confirm the absence notification, except for approved FMLA time off. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline. A late report of illness may be accepted and approved by the Department Head. A failure to properly report an illness normally will be considered an absence without pay, except if later approved under FMLA.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain home unless hospitalized, visiting their doctor or caring for a sick member of the immediate family.

Sick leave is to be used exclusively for the purpose specifically set forth in this policy that specifically provide for the taking of sick leave. Any other use of sick leave (or unauthorized time off) by an employee constitutes sick leave abuse and is subject to discipline. The Village considers sick leave abuse a very serious offense will result in appropriate disciplinary action against the abuser, up to and including termination.

If an employee contracts or incurs any non-service connected sickness or disability, or if such sickness or disability occurs involving a member of the employee's immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and step-parents), the employee normally will be eligible to utilize accrued sick leave with pay. Employees normally will be eligible to use sick leave after completion of one (1) month of employment with the Village.

All full-time employees accrue sick leave benefits at the rate of eight (8) hours per full month of service. Sick leave normally will be used in no less than one half (1/2) hour increments. Any employee who is terminated for just cause forfeits all sick leave accrued benefits. Any time off and benefits that qualify under the FMLA policy and this policy will run concurrently.

The Village may, where there is reason to suspect abuse, require an employee to submit to an examination by a doctor designated by the Village, at the Village's expense, except that any required examination of the employee during the period the employee is sick normally will, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. If it is a family member who is sick, the Employer may require a doctor's certification of the illness. When an employee is absent for three (3) or more consecutive workdays due to an illness of himself or a family member, the employee must furnish a physician's verification of the illness. Such verification normally will be provided prior to the employee's return to work. Verifications required by this section normally will be provided on a form prescribed by the Village.

Status through 11/7/12: CURRENT PRACTICE FOR EXISTING EMPLOYEES ONLY. NOT APPLICABLE FOR NEW HIRES.

Employees who are actively employed on the **Effective Date of this Agreement**, who are eligible and elect to retire may use up to 320 sick leave hours earned upon their retirement to effect an early retirement. An employee desiring to use sick leave for this purpose must notify the Village in writing of their retirement within thirty (30) days in advance of the date they desire using sick leave for this purpose. An employee who uses sick leave in this manner normally will remain in an active employment status. For the purposes of this benefit, retirement normally will occur when an employee separates from employment and is eligible to receive a pension as a result of employment with the Village. Employees hired after **February 25, 2014** are not eligible for this benefit.

Absences to take physical examinations and for medical or dental appointments will be considered sick leave. The scheduling of routine medical and dental visits during working hours is to be discouraged.

Any employee who is discharged for just cause is not eligible to be paid for unused sick leave benefits at termination. Any misstatement, misrepresentation or falsification of fact upon which the sick leave benefit has been granted normally will be cause for disciplinary action including dismissal (no matter when discovered).

Any full-time employee who uses zero sick days in a calendar year normally will receive one (1) additional day off with pay. The earned sick day must be utilized within one year after the day off is earned with the approval of the Department Head.

Time off that qualifies for payment of benefits under this policy AND our FMLA policy will run concurrently.

Section 10.2: Sick Leave Abuse Policy

The abuse of sick leave is unfair to the Village and to those employees who must fill in for an absent employee. It creates an unnecessary burden on the Village and co-workers, reduces productivity and increases operation costs. Consequently, the Village of Homewood has developed the sick leave abuse policy to reduce incidents of suspected abuse of sick leave by employees.

Evidence of a pattern of abuse of sick leave over a period of time normally will be considered a potential abuse of sick leave warranting further investigation. Patterns of abuse include, but are not limited to:

- Regularly calling off sick on Fridays or Mondays
- Regularly calling off sick on days preceding or succeeding a holiday
- Regularly calling off sick on days preceding or succeeding a vacation
- Regularly calling off sick on days before or after scheduled days off

- Regularly calling off sick without an apparent ailment
- Repeatedly calling off sick for only one day

If a Supervisor or Department Head suspects that an employee is abusing sick leave, the Supervisor may at their discretion take one or more of the following actions:

1. Speak with the employee about their use of sick leave and the employee's wellbeing.
2. Require the employee to submit a physician's verification of the illness upon the employee's return to work.
3. Attempt to contact the employee during the time when the employee is off sick to verify that the employee is either:
 - (a) At their home, or at the home of a family member or relative caring for their illness
 - (b) Visiting their doctor
 - (c) Or acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family.
4. Require an employee to submit to an examination during the period the employee is sick by a doctor designated by the Village, at the Village's expense.
5. If it is an immediate family member who is sick, require the employee to submit upon their return to work a physician's verification of the illness and a statement that the employee's care of the family member was necessary.

Any employee who fails to comply with these requirements will be subject to discipline up to and including termination.

ARTICLE XI. **VACATION**

Section 11.1: Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday preceding the employee's vacation.

Section 11.2: Earned Vacation

All full-time employees of the bargaining unit shall earn vacation in accordance with the following schedule:

Vacation		
Year	Hours	Weeks
1	80	2
2	88	2.2
3	104	2.6
4	112	2.8
5	120	3
6	136	3.4
7	144	3.6
8	152	3.8
9	160	4
10	168	4.2
11	176	4.4
12	184	4.6
13	192	4.8
14	200	5
15	240	6
16	240	6
17	240	6
18	240	6
19	240	6
20	240	6

Employees shall receive their annual vacation leave allowances on their anniversary date of employment. Vacation time for new employees may not be taken within the first six months of employment. Vacation days must be taken in not less than ½ hour increments upon prior approval of management and provided the partial day does not cause Village services to be unduly interrupted. The parties agree that, in the Finance Department, only one employee may receive vacation or other compensated time off on the same workday.

No more than a total of two (2) years' worth of earned vacation time may be carried over from one anniversary date to the next anniversary date. Unused vacation time in excess of this two (2) year cap that is not eligible to be carried over will be forfeited by the employee.

Vacation requests will be approved by the Department Head and such requests shall not be unreasonably denied or cancelled. The remaining scheduling and accrual provisions that were in effect prior to the effective date of this Agreement will remain in effect.

Vacation selections shall be made in December for each department, for the following year. In the event of a conflict in a vacation schedule request between two records clerks, the vacation request will generally be granted in order of seniority among those employees. In all other departments, seniority within the department will govern conflicts for requested vacation time off. Any remaining vacation time shall be granted on a first come, first serve basis among bargaining unit members who perform similar work in the same department.

Section 11.3: Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee will not be charged a vacation day on the day the holiday is recognized.

Section 11.4: Personal Day

Each employee shall receive one (1) personal day which becomes available to active full time employees each May 1st, to be used during the remaining fiscal year. The employee must notify and obtain approval from the Departmental Head or his designee of the planned use of a personal day in advance. Personal days may be taken in partial increments of ½ day.

Section 11.5: Waiver Provision

The parties agree to adopt the waiver provisions of the Cook County and Illinois Paid Leave Acts so employees who receive the benefits of the paid time off provisions expressly stated under the CBA instead.

**ARTICLE XII.
LEAVE OF ABSENCE**

Section 12.1: Unpaid Voluntary Leave Program

The covered employees will be eligible for this Program subject to the same terms applicable to employees who are not covered by a collective bargaining agreement for so long as the Village maintains this Program.

Section 12.2: Jury Duty

Employees covered by this Agreement who are required serve on a jury or are called for jury duty shall be granted leave of absence with pay pursuant to a notice of jury duty. Any fees received from the courts by the employee may be used by the employee for parking and lunch costs. When an employee receives a summons for jury duty the employee normally will notify their supervisor and provide a copy of the summons as soon as possible.

Section 12.3: Discretionary Leaves

The Village may grant a leave of absence under this Article to bargaining unit employee where the Village determines there is a good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be paid.

Any request for a leave of absence shall be submitted in writing to the Departmental Head or his designee as far in advance as practicable. The request shall state the reason for the leave of absence, supporting documentation to justify the need for leave, and the approximate length of time off the employee desires. Authorization for the leave shall, if granted, be furnished to the employee by the Departmental Head in writing.

Section 12.4: Funeral Leave

In the event of the death of an immediate family employee (defined as the employee's legal spouse or civil union partner (as defined by Illinois law), children, step-children, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, sisters-in-law, brother-in-law, step brothers, step sisters, step-parents and son-in-law and daughter-in-law) the employee normally will be granted up to three (3) consecutive days paid provided the employee actually attends the wake and/or funeral on those days (confirmation from the funeral home or location of service may be required if requested). Additional time may be granted with the approval of the Department head and if taken will be charged to the employee's sick leave first, comp time or vacation accrual.

In the event of the death of an employee's extended family (defined as the employee's or their spouses or civil partner's aunts, uncles, nephews, nieces, cousins with the third degree of consanguinity (defined as "of the same blood or origin" or "descended from the same ancestor"), and the employee's spouse or civil union partner's grandparents.), the employee may take a maximum of three (3) workdays of bereavement leave if the employee attends the wake and/or funeral, which days normally will be charged against the employee's accrued sick leave account if the employee attends the funeral and has that many sick days available.

In the event of a death that is not in the employee's immediate or extended family or is not related to the employee by blood, marriage or civil union, the employee may request vacation time (if that many vacation days are available) or unpaid leave to attend the wake and/or funeral. Said requests will be approved by the Department Head and will not normally be granted if doing so creates overtime. If the employee requests and is granted vacation time, said days normally will be charged against the employee's accrued vacation leave account if the employee attends the funeral and has that many vacation days available; otherwise, it will be considered unpaid.

An employee normally will be required to provide satisfactory evidence of the death (i.e., card from funeral home, etc.) of the individual and proof of attendance at the wake or funeral if so requested by the Village before receiving time off or pay under this Provision. The employee may request additional unpaid leave up to a maximum of five (5) consecutive days for this purpose, subject to the Village's right to refuse such leave for operations or other appropriate reasons and provided the time off does not create overtime.

The Village also complies with its obligations under the Illinois Family Bereavement Leave Act for eligible employees who seek unpaid time off to grieve, attend a funeral or manage arrangements related to same for covered family members (as defined in that law). Time off for this purpose must be completed within sixty (60) days of receiving notice of the death or event. Eligible employees must provide forty-eight (48) hours advance notice when using this time off – unless it is not reasonable or practicable to provide this advance notice.

Section 12.5: Military Leave

Military leave shall be granted in accordance with applicable law.

Section 12.6: Family Medical Leave Act (FMLA)

Employees shall be covered by the Family and Medical Leave Act of 1993 as amended. For the purposes of complying with the Act, the applicable twelve-month period will be computed based on a “rolling 12-month calendar”. Employees are required to substitute all accrued, unused paidtime off options for otherwise unpaid leave granted under the Family Medical Leave Act. In the event of a change of the law, the Village may modify its FMLA policy to conform to such change and it will notify the Union prior to the implementation date of the change.

**ARTICLE XIII.
WAGES**

Section 13.1: Wages

All hires shall be paid in accordance with the following schedules

PD Records Clerk & Water Billing Clerk	5/1/2026	5/1/2027	5/1/2028
		4%	3%
A	\$59,793	\$62,185	\$64,050
B	\$61,156	\$63,602	\$65,510
C	\$62,551	\$65,053	\$67,005
D	\$63,977	\$66,536	\$68,532
E	\$65,436	\$68,053	\$70,095
F	\$66,928	\$69,605	\$71,693
G	\$68,454	\$71,192	\$73,328
H	\$70,014	\$72,815	\$74,999
I	\$71,611	\$74,475	\$76,710
J	\$73,243	\$76,173	\$78,458
K	\$74,913	\$77,910	\$80,247
L	\$76,621	\$79,686	\$82,076
M	\$78,368	\$81,503	\$83,948
N	\$80,155	\$83,631	\$85,862

Building Inspector	5/1/2026	5/1/2027	5/1/2028
	3.5%	4%	3%
A	\$69,345	\$72,119	\$74,283
B	\$70,962	\$73,801	\$76,015
C	\$72,619	\$75,523	\$77,789
D	\$74,313	\$77,285	\$79,604
E	\$76,047	\$79,089	\$81,461
F	\$77,821	\$80,934	\$83,362
G	\$79,638	\$82,823	\$85,308
H	\$81,496	\$84,755	\$87,298
I	\$83,397	\$86,733	\$89,335
J	\$85,343	\$88,756	\$91,419
K	\$87,334	\$90,828	\$93,552
L	\$89,372	\$92,947	\$95,735
M	\$91,457	\$95,115	\$97,968
N	\$93,590	\$97,334	\$100,254

Section 13.2: Call Back Pay

Any employee called back to work after having gone home shall receive a minimum of two (2) hours' work at applicable rates unless the time extends into employee's scheduled working hours for the day. All time actually worked in excess of two (2) hours on call-back work shall be paid for at applicable rates. The Village may require that an employee being paid for callback time remain at work for the entire two hours to perform available work that is within the scope of employee's normal job duties. The employee who is called back will not be required to perform "busy work" during the remaining two-hour time period after the purpose of the call back is completed.

**ARTICLE XIV.
OVERTIME**

Section 14.1: Overtime

Overtime at the rate of time and one-half (1-1/2) an employee's straight-time rate of pay shall be paid for all authorized hours worked beyond the employee's regularly scheduled workday, such pay to be calculated in fifteen (15) minute segments. Hours of work shall mean all compensated hours for the purpose of determining overtime pay. There shall be no pyramiding of overtime pay.

ARTICLE XV.
INSURANCE

Section 15.1: Life Insurance

The Village shall provide, at no cost to the employee, life insurance coverage in the amount of fifty thousand dollars (\$50,000) or one year's salary, whichever is greater (up to a maximum of \$100,000).

Section 15.2: Medical Insurance

Employees who retire with a minimum of twenty (20) years' full-time service to the Village and who are at least fifty (50) years of age and less than sixty five (65) years of age, and their dependents who are under age sixty five (65), can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for active Village employees. Employees who retire with a minimum of twenty (20) years' full-time service to the Village but who are not at least fifty (50) years of age at the time of their retirement, and their dependents who are under age sixty five (65), can remain as participants in the Village's health insurance plan provided the retiree is not eligible for insurance by someother employer (of the retiree or his/her spouse) or covered by a federal or state government health plan and provided the Village's health insurance plan allows such participation. Such retiree shall pay 100% of the premiums for as long as he is eligible to participate in the group insurance. Dependents of deceased retirees can remain covered to the extent required by applicable federal law. Arrangements for payment of premiums to the Village should be made with the Finance Director. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

Notwithstanding the preceding, all full-time employees hired after May 1, 1996, who are otherwise eligible for retiree coverage described under this Section 15.2, will be responsible for payment of 100% of premium for both individual and dependent insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement and eligibility as outlined in Article 15 of this Agreement.

Notwithstanding anything to the contrary herein, nothing under this Agreement shall require the Village to provide any health insurance to retirees beyond the term of this Agreement, and as such no employee or retiree, or their dependents, shall vest in any right to retiree health insurance coverage.

Section 15.3: Cost

The Village will pay eighty percent (80%) of the cost of the premiums for full-time employees' group health and hospitalization insurance and the employee will contribute twenty percent (20%) of the premium through a payroll deduction.

Section 15.4: Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.5: Insurance Opt-Out

The Village of Homewood shall offer a program where eligible employees may voluntarily “opt out” of participation in the Village’s group health insurance plan and the affected employee will receive a stipend in lieu of such participation. If those eligible employees can provide proof that they have alternate health coverage available to them through another source, the Village will deposit \$125.00 per paycheck (up to \$3,250 annually) and employee may choose how to receive the incentive (per pay period cash payment, a lump sum payment, or as a contribution to their MissionSquare 457 account (subject to applicable limits)).’ The opt-out benefit is the same for all eligible employees regardless of current Village health plan participation status, and regardless of whether an employee carries single or family coverage.

To be eligible, employees must be an active full-time Village employee, must not be Medicare eligible, must sign and submit an opt-out plan participation agreement, along with documented evidence from the administrator of another group health plan demonstrating that they have health insurance coverage outside of the Village, and the employee cannot also be a covered dependent on a Village Health Plan.

The Village will review this program on an annual basis in order to determine if it will be continued and the Village reserves the right to discontinue this program at any time. In the event of any conflict between any portion of this policy and the applicable law, the law will govern in all cases.

Section 15.6: Preferred Provider Organization Plan 1 (“PPO 1”) Sunset Clause

Effective July 1, 2026, the Preferred Provider Organization Plan 1 (“PPO 1”) shall no longer be available to any employee hired on or after that date. Employees hired on or after July 1, 2026, shall not be eligible to enroll in PPO 1 and may only enroll in the health insurance plan options otherwise made available by the Employer.

Employees hired before July 1, 2026 who are already enrolled in PPO 1, or who are otherwise eligible for PPO 1 under the terms of this Agreement, shall retain access to PPO 1 subject to the terms and conditions of the Plan and this Agreement, unless modified by mutual agreement of the parties.

The parties acknowledge that this provision is intended to sunset PPO 1 through attrition for newly hired employees, while preserving coverage for current eligible employees.

ARTICLE XVI.
UNIFORMS

Section 16.1: Uniforms

Uniforms shall be supplied to the positions of Records Clerk and Building Inspector. Employees shall be responsible for properly cleaning and maintaining their uniform items.

The Village shall provide a quartermaster system for use by employees to replace worn or damaged uniform and to purchase new items in an amount not to exceed \$600 per employee per fiscal year. The employee also has the discretion to be reimbursed for items purchased out of pocket that are not available from an approved vendor provided that the items purchased are in compliance with the Village's dress code.

Uniform items purchased must be selected from the uniform specification sheet approved by the Village and must be purchased from an approved vendor. Items purchased that are not on the approved specification sheet will not be paid for by the Village and will become the responsibility of the employee that purchased the item(s). The employee must submit to the Village a valid original receipt(s) for the items purchased within seven (7) business days of said purchase.

The Water Billing Clerk will comply with the Village's policy relative to Workplace Attire reference in the Village Personnel Policy Manual.

ARTICLE XVII.
SUBSTANCE ABUSE TESTING AND REHABILITATION

Section 17.1: Drug And Alcohol Testing

Submit to Testing: The Village may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion based on objective consideration of improper drug or alcohol use. The Village shall provide any employee who is ordered to submit to any such test with a preliminary written statement of the basis for the Village's reasonable suspicion prior to referring the employee to a testing facility.

Laboratory Testing: The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards utilized by the laboratory, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. The Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

Sample Retention: A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS)

to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

Blood Sample: At the time a urine sample is taken, a blood sample will also be taken. If the GC/MS test results are positive, the blood sample will be tested with the results reported to the Village. The Village shall then share these results with the employee.

Cause for Discipline: Use of unlawful drugs at any time while employed by the Village, use of prescribed drugs beyond recommended dosages, as well as having alcohol of .0199% or above or unlawful drugs in the blood while on duty shall be cause for discipline, including termination. Any issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised under the grievance procedure. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential and the Chief of Police and Village Manager shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.

Disciplinary Action: Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time, but may suspend such employee up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. agree to undergo appropriate treatment as determined by the physician(s) involved;
2. discontinue use of illegal drugs or abuse of alcohol;
3. agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Chief of Police and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. submit to random testing during working hours during the period of "after-care" treatment and for a period of twenty-four (24) months following the period of "after-care"; and
6. agree that during the last chance time period in (e) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Section shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Right to Contest: The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Voluntary Request for Assistance: The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. the employee agreeing to undergo appropriate treatment as determined by the physician(s) involved;
2. the employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;
3. the employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Chief of Police and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and
5. the employee agrees to submit to random testing during working hours during the period of "after-care."

Employee Assistance Program. The Village shall provide to employees covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors and Managers Association.

ARTICLE XVIII.
DISCIPLINE AND DISCHARGE

Section 18.1: Investigation of Employee

In any meeting called by supervisory personnel, in which an Employee reasonably believes that discipline will result from the meeting, the Employee may request that a Union representative be present.

ARTICLE XIX.
NO STRIKE AND NO LOCKOUT

Section 19.1: No Strike Commitment

Neither the Union, nor any Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown or withholding of services or any other job action related to a labor dispute during the term of the Agreement.

Section 19.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

Section 19.3: Resumption of Operations

In the event of action prohibited by Section 19.1 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 resolution of normal operations. All employees who hold a position of authority in the Union hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other Employees to return to work.

Section 19.4: Discipline of Strikers

Any Employee who violates the provisions of Section 19.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an Employee who participates in action prohibited by Section 19.1 of this Article shall not be subject to the grievance procedure except that the issue of whether an Employee in fact participated in an action prohibited by Section 19.1 shall be subject to the grievance and arbitration procedure.

Section 19.5: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE XX.
TUITION REIMBURSEMENT

Section 20.1: Tuition Reimbursement

Any full-time employees desiring to take a “job related” college or adult education course(s) and receive reimbursement for such course(s) in accordance with the then applicable Village policy.

ARTICLE XXI.
LIGHT DUTY

Section 21.1: Light Duty Assignments

This policy normally will apply only to full-time regular employees of the Village. It normally will apply regardless of whether an employee’s work capacity is limited because of a duty or non-duty related illness or injury.

The Village of Homewood has developed this policy concerning light duty for several reasons including, but not limited to:

A desire to assist employees recuperating from illness or injury, particularly when light duty is recommended as part of a gradual return to unrestricted duty.

1. A desire to avoid placing a disabled employee in a job situation that will aggravate the employee’s condition or expose the employee or others to harm.
2. Prevent and discourage sick leave abuse and the abuse of worker’s compensation benefits and reduce reliance on such leave.
3. A desire to consider light duty assignments consistently throughout the Village.

Light Duty Assignments

Light duty assignments are a special benefit by-which the employee is placed in regular pay status, and in return for which the Village expects to receive a fair day’s work in a valuable function. In recognition of this, the Village has no intention of creating permanent light duty for any employee regardless of the employee’s physical condition, disability, or illness.

A light duty assignment generally may not exceed thirty (30) calendar days in duration without the Village Manager’s prior approval. A light duty assignment may be terminated at any time if the criteria listed below are no longer met or if it’s no longer in the Village’s best interest to continue the light duty assignment. The assignment to light duty may necessitate a change in the employee’s normal hours and days of work in order to meet the needs of the Village. An injury that occurred while on-duty generally will get priority over an off-duty injury when

determining assignment to light duty, depending on the nature of the work available and the restrictions of the affected employees. This will be addressed on a case-by-case basis.

The Village will consider placing an employee on light duty when all of the following criteria are met:

1. There is meaningful light duty work available in any department which will make a substantial contribution to the mission of the Village.
2. The employee furnishes a release from their physician or other caregiver authorizing the performance of the light duty work.
3. The employee's physician or other caregiver hasn't placed restrictions on the employee's performance of the light duty work, which would make the light duty assignment ineffective.
4. The employee possesses the knowledge, skills, and abilities to properly perform the light duty work.
5. The light duty assignment won't create any budgetary difficulties for the Village.
6. No employee will be reassigned from their regular job in order to make a light duty position available for another employee.
7. An employee desiring to be considered for light duty work should submit a request in writing to their Department Head. The request should identify the nature of the employee's illness or injury, the anticipated length of time the employee is expected to be unable to perform their regular job duties, and any limitations on the employee's ability to perform light duty work. Department Heads, in consultation with the Village Manager, should seek to identify light duty work that can be accomplished by the employee. The Village may initiate this process if it has reason to believe that the employee is capable of performing light duty work.
8. If light duty work is identified, the employee normally will furnish a statement from their physician or other caregiver. The statement normally will approve the employee for the performance of the light duty work, place any restrictions on the employee's performance of such work, or disapprove of the employee's performance of such work. The physician or caregiver normally will estimate when the employee is expected to return to unrestricted duty. The employee normally will not be permitted to perform any work that violates their return-to-work restrictions.

9. The Village may require that the employee submit to an examination by another physician of the Village's choosing and at the Village's expense to determine the employee's fitness for duty. The determination of the Village's physician will govern in the case of a dispute between the Village's physician and the employee's physician.
10. During the course of a light duty assignment, the employee normally will, at least once every fourteen (14) days, provide the Village with a statement from the employee's physician or other care giver that the employee may continue performing light duty work and estimating when the employee will be able to return to unrestricted duty.
11. The decision of the Village Manager normally will be final with respect to the determination of whether a light duty assignment is available within the limits of the physician's or care giver's restrictions. No light duty assignments will be made permanent and request for light duty may be denied where there is no reasonable expectation of the employee returning to duty within thirty (30) calendar days (either with or without a reasonable accommodation).

Part-Time Duty

The Village may, in its discretion, allow an employee who has been injured or is ill to work part-time at their regular job, with no restrictions that cannot be reasonably accommodated on the extent or scope of work that may be performed. A recuperating employee seeking to return to part-time status normally will be required to submit a written request accompanied by an acceptable physician's report to their Department Head for consideration.

In most cases, it is anticipated that part-time work requests will be granted only where a physician places the recuperating employee on a systematic course of therapy calling for a return to regular work duties within 30-day calendar days. Physician recommendations for part-time status must certify that the employee is capable of performing the regular duties of their job without limitation and that the employee is expected to return to full-time work within 30 days. The Village reserves the right to seek a second opinion or verification of any information submitted in support of a light duty request.

Extensions of the 30-day part-time work period will not be granted except in extreme or unusual cases where the employee has experienced unanticipated complications during recovery. In that event, an employee may request one extension not exceeding 30 days. No further extensions will be considered or granted, except if required by law to accommodate an individual with a documented disability or handicap.

This policy normally will not be construed to create any new, part-time regular positions. Full-time employees are expected to be in a part-time position only on a temporary basis. Additionally, nothing in this policy will require the Village to create work where there is no need.

In limited circumstances, part-time light duty work where the employee's regular job duties are restricted may be available. Assignments for part-time light duty work will ordinarily be made only in the most compelling cases and/or as otherwise required by law.

Light Duty for Pregnancies

The Village will treat pregnancy as it does any other non-job-related temporary condition. Any restrictions imposed by a pregnant employee's physician or the Village's physician will be reviewed on a case-by-case basis to determine if light duty work is available consistent with the employee's prenatal restrictions. The time limitations of this policy may be waived, with the Village Manager's prior approval, for an employee who has requested light duty because of pregnancy.

**ARTICLE XXII.
LAYOFF/RECALL**

Section 22.1: Layoff Procedure

Layoff & Recall: The Employer agrees to the following three terms proposed by the Union:

- (a) The Employer will provide twenty-one (21) calendar days of advance notice to the Union in the event of a layoff;
- (b) In the unlikely event of a need to layoff records clerks prior to 4/30/16, the Employer will lay off part time records clerks before full time records clerks; and
- (c) The employee must respond to a recall notice within seven (7) calendar days of receipt of the recall notice.

**ARTICLE XXIII.
SAVINGS CLAUSE**

In the event that any Article, Section, subsection, or portion of the agreement should be held invalid and unenforceable by state or federal law or a state or federal court that has legal authority to make decisions regarding the issue(s) and such holding is not subsequently reversed on appeal or overturned in any other proceeding which is binding on the parties, such decision shall apply only to the specific article, section, subsection, or portion thereof directly specified in the decision or order. Upon the issuance of such a decision or order, the parties to immediately negotiate a substitute for the invalid article, section, subsection, or portion thereof.

**ARTICLE XXIV.
ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express

terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the management rights clause.

The parties acknowledge that during the negotiations which resulted in 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 or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXV. GENERAL PROVISIONS

Section 25.1: Exposure to Disease

If required by law, the employer shall pay for medically required inoculations and subsequent testing under OSHA blood borne and airborne pathogen standards (Hepatitis Vaccine, TB test).

Section 25.2: Training

The Village will provide a reasonable amount of training necessary for employees to perform their duties. These hours shall be considered to be compensable hours of work when attendance is required by the Village.

Section 25.3: Secondary Employment

Employees are generally permitted to hold secondary jobs as long as the employee meets the performance standards of their job description with the Village of Homewood and provided the alternate employment does not present an actual or potential conflict of interest with the employee's obligations to the Village. Employees will be subject to the Village's scheduling demands, regardless of any existing secondary work assignments.

Absolutely no secondary employment activities may be conducted during normal working hours when an employee receives salary from the Village except during scheduled and approved holidays, vacation days or personal days. The Village of Homewood's office space, equipment, and materials are not to be used for secondary employment.

Secondary employment will not be permitted if any of the following conditions apply or develop:

- Where secondary employment would involve the employee's appearance in Village uniform, involve use of Village equipment or in any manner be considered as an actual or potential conflict of interest with the employee's municipal position, unless otherwise approved by the Department Head and Village Manager.
- Where it appears that secondary employment has caused an adverse effect on the employee's sick leave record.

- Where secondary employment impairs the employee’s ability to perform the duties and responsibilities of his/her Village job.
- Where an employee might be considered to be using their Village position to influence their secondary employment.
- Where the nature of secondary employment services rendered is considered to be within the scope of employment duties and responsibilities of the employee’s Village job.

Employees who engage in secondary employment normally will do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Homewood. All Village employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe on this obligation. Failure to notify and receive written permission from a Supervisor of secondary employment is grounds for termination.

Section 25.4: Longevity Pay

All employees will receive longevity pay on the following schedule:

<u>Length of Continuous Service Completed</u>	<u>Annual Amount</u>
6 to 10 Years	\$800
10 to 15 Years	\$1,100
15 to 19 Years	\$1,500
19 Years or more	\$2,000

Longevity payments shall be paid out in the first paycheck in December of each year to all employees who have completed the required service time.

Section 25.5: Employee Health Savings Plan Contribution

The Village shall contribute from each paycheck two percent (2%) of the salary, excluding overtime compensation, to an account in the Employee Health Savings Plan. The annual wage amount (as set forth in the agreement above) for each year of this agreement are reduced by an equivalent amount of 2%, to make those contributions non-taxable to the employees.

**ARTICLE XXVI.
TERMS OF AGREEMENT/DURATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred eighty (180) days preceding the expiration date of this Agreement that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this 23rd day of June, 2026.

FOR THE UNION:		FOR THE VILLAGE:
Union President,		Village President, Rich Hofeld
		Village Clerk, Nakina Flores

