

VILLAGE OF OLYMPIA FIELDS
COOK COUNTY, ILLINOIS

RESOLUTION NO. 2020-03

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
(MAP CIVILIANS/ MAY 1, 2018-APRIL 30, 2021)**

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF OLYMPIA FIELDS, COOK COUNTY, ILLINOIS, as follows:**

SECTION 1: Approval. The President and Board of Trustees hereby approve a Collective Bargaining Agreement with Metropolitan Alliance of Police Olympia Fields Civilian Chapter #747 (May 1, 2018 – April 30, 2021). A copy of the Agreement is attached to this Resolution as **Exhibit 1** and made a part hereof.

SECTION 3: Authorization. Village staff is hereby authorized and directed to implement the wage increases set forth in **Exhibit 1** retroactive to May 1, 2018.

SECTION 4: Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED this 28th day of May, 2020.

Ayes: FINLEY, MATZ, OLIVER, PENNINGTON, WATKINS

Nays: _____

Absent: THOMAS

Abstain: _____



STERLING M. BURKE, President

ATTEST:



VILLAGE CLERK

AGREEMENT
BETWEEN
THE VILLAGE OF OLYMPIA FIELDS

and

METROPOLITAN ALLIANCE OF POLICE
OLYMPIA FIELDS CIVILIAN CHAPTER #747

May 1, 2018 through April 30, 2021

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PREAMBLE

THIS AGREEMENT is entered into by the VILLAGE OF OLYMPIA FIELDS, ILLINOIS (hereinafter referred to as the "VILLAGE" or the "Employer") and METROPOLITAN ALLIANCE OF POLICE OLYMPIA FIELDS CIVILIAN CHAPTER #747 (hereinafter referred to as the "Chapter" or "MAP" or "Union"). It is the purpose of this Agreement and it is the intent of the parties here to establish and promote a mutual, harmonious understanding and relationship between the Employer and the Chapter, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of the Agreement.

In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I – RECOGNITION

Included: All civilian (non-sworn) clerical employees of the Village of Olympia Fields in the following titles: Finance Assistant/Webmaster; Utility Billing Clerk, Administrative Assistant/Public Works Department; Administrative Assistant/Building Department; Administrative Hearing/Records. LEADS Agency Coordinator & Spillman Administrator.

Excluded: All other employees of the Village of Olympia Fields.

Reference: ILRB Certification # S-RC-17-057

ARTICLE II – UNION SECURITY AND RIGHTS

Section 2.1. Dues Deduction. While this Agreement is in effect, the Village will deduct from the first paycheck each month one-half of the appropriate dollar amount of Union dues and, from the second paycheck each month, the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check off authorization as provided by the Union. The amount of dues checked off shall be equal to the amount certified by the Union to the Village, for each employee per month in writing. Such amount shall be determined initially upon the signing of this Agreement and thereafter once a year on a date determined by the Union. The Union will give the Village thirty (30) days' notice of any such change in the amount of union dues to be deducted. Once the dues check off amount has been determined for each employee each year, it shall not be further increased. Dues shall be remitted to the Union by the 10th day of the month following deduction. A Union member desiring to revoke the dues check off may do so at any time.

The Village shall provide the Union, within (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 2.2. Union Indemnification. The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, Except where such action has been prosecuted or initiated by the employer.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- to plan, direct, control and determine all the operations and services of the Village;
- to supervise and direct the working forces;
- to establish the qualifications for employment and to employ employees;
- to schedule and assign work;
- to establish work and productivity standards and, from time to time, to change those standards;
- to assign overtime;
- to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased;
- to make, alter and enforce reasonable rules, regulations, orders and policies;
- to evaluate employees;
- to discipline, suspend and discharge employees for just cause (probationary employees without cause);
- to change and eliminate existing methods, equipment or facilities;
- and to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster emergencies as may be formally declared by the Mayor or his/her designee or the Village Board. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster emergency condition ceases to exist.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. 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 4.2. Normal Workweek. Except as provided elsewhere in this Agreement, the normal workweek (Monday-Friday) shall average 40 hours per week. In accordance with past practice, employees will be allowed to take a 30 minute lunch break and two 15 minute breaks each day subject to emergency work duties.

Section 4.3. Normal Workdays; Changes in Regular Work Schedule and Rotation;

Reporting for Duty.

Work schedule shall consist of five (5) eight (8) hour days on and two (2) days off.

Section 4.4. Overtime Pay. Employees shall be paid at the rate of time and one half (1-1/2) their normal hourly rates of pay for all hours worked beyond their normal shifts.

Section 4.5. Computation of Hourly Salary. For purposes of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2,080 hours.

Section 4.6. Compensatory Time. An employee may request compensatory time off in lieu of compensation for overtime hours worked, which shall be provided at a time and one-half (1 ½) basis for each hour of overtime worked, with a maximum accumulation of forty (40) hours of compensatory time.

An employee must request the use of compensatory time off at least forty-eight (48) hours in advance. The use of compensatory time shall be subject to the approval of the employee's department head. The department head shall grant the request unless the department head, in his/her reasonable exercise of discretion, determines that the employee's use of compensatory time during the period requested, will disrupt or otherwise have an adverse effect on the operation of the department; provided, however, the department head shall not deny an employee's request to use compensatory time if the denial will violate any applicable federal or state law.

All compensatory time credit must be used within six (6) months of accruing such time. Any compensatory time not used within six months shall be cashed out.

ARTICLE V – DISCIPLINE

Section 5.1 Disciplinary Procedure.

- (a) Post-probationary Employees shall be disciplined for just cause.
- (b) Oral and written reprimands are not subject to the Grievance Process.
- (c) In the event the Employer suspends an Employee for five (5) days or less, the Employee may appeal that suspension to such appeal body as the corporate authorities of the Village determine from time to time. A grievance-arbitration process shall not be available to the Employee.
- (d) In the event the Employer seeks to suspend the Employee for more than five (5) days, or seeks to terminate the employment of an Employee, the Employer shall serve charges upon the Employee setting forth the bases for such proposed discipline. The Employee and the Union shall have the right to determine whether to have the discipline determined by such Board as may be

designated by the Village from time to time; or reviewed by an arbitrator in accordance with the grievance/arbitration provisions of this Agreement. Any such election shall be made in writing within seven (7) days of the Notice of Proposed Discipline.

- (e) In the event the Union and Employee determine to have the matter reviewed by an arbitrator, it shall make such election in writing. Upon such election, the Employer will impose the discipline set forth in the Notice of Proposed Disciplinary Action. Upon the imposition of such discipline, the Union may refer the discipline to arbitration within seven (7) calendar days in accordance with Section 7.3 of this Agreement.
- (f) In the event the Employee opts to have the matter heard by the Village's designated appeal board, the procedures of said Board shall control. Any decision shall be subject to judicial review in the Circuit Court of Cook County,
- (g) By electing one option, the Employee irrevocably waives resort to the other option.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. Oral and written reprimands are not grievable.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievant must file a grievance within seven (7) calendar days of either occurrence of the event giving rise to the grievance or within seven (7) calendar days of the time at which the grievant became aware, or reasonably should have become aware, of the event giving rise to the grievance. A grievance may be initiated by the chapter or an aggrieved employee. A grievance shall be processed as follows:

- STEP 1: Written to the Employee's Immediate Supervisor. If this grievance is not settled in Step 1, the grievant may, within five (5) calendar days following receipt of the Employee's Immediate Supervisor's answer, file a written grievance setting forth the nature of the grievance and the contract provisions involved. If no agreement is reached, the Employee's Immediate Supervisor will give his/her answer in writing within seven (7) calendar days of the discussion
- STEP 2: Written Appeal to Village Administrator. If the answer of the Employee's Immediate Supervisor is not acceptable, the grievant may, within five (5) calendar days, request a hearing by the Village Administrator or his/her designee with the Chapter representative and grievant present. The Administrator or his/her designee can have present other persons whom he/she deems appropriate. If no agreement

is reached at Step 2, the Administrator or his/her designee shall give his/her answer in writing within five (5) calendar days.

Section 6.3. Arbitration. If the grievance is not settled in Step 2, the Chapter may refer the grievance to arbitration within fourteen (14) calendar days of receipt of the Administrator's or his/her designee's written answer.

- (a) In the event that the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (Illinois only) to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall alternately strike names from the panel. The party requesting arbitration shall strike first. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. Limitations on Authority of Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the Arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.5. Time Limit for Filing. If a 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 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 limits at Steps 1 or 2, 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 VII – NO STRIKE – NO LOCKOUT

Section 7.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the VILLAGE, during the life of this Agreement.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 7.3. Penalty. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

Section 7.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII – HOLIDAYS

Section 8.1. Holidays and Personal Days.

Each employee shall receive the following thirteen (13) days off per year with pay for each of the following holidays, regardless of whether the employee works the holiday:

New Year's Day
Martin Luther King's
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

In addition, each employee shall receive three (3) personal days.

Section 8.2. Loss of Holiday Pay. An absence by an employee on the last scheduled working

day before or the first scheduled working day after a Village observed holiday, shall result in the employee not being compensated for the holiday, nor for the period of absence without authorized leave, and may also be subject to disciplinary action. This section shall not apply to absences that are approved by the employee's supervisor at any time.

ARTICLE IX – LAYOFF AND RECALL

Section 9.1. Notice of Layoff; Other Employees. When there is an impending layoff with respect to any Employees in the bargaining unit, except in an emergency at which time the Employer shall notify the Union as soon as possible, the Employer shall inform the affected employee(s) and the Chapter in writing at least 30 calendar days prior to such layoff. The Employer will provide the Union with the names of all employees to be laid off first. The Village agrees to consult with the Chapter upon request and afford the Chapter an opportunity to propose alternatives to the layoff.

Section 9.2. Recall. Any Employee who has been laid off shall be placed on the appropriate reinstatement list for one (1) year and shall be recalled on the basis of seniority in the Village, as provided in this agreement prior to any new Employees being hired.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Immediate Supervisor of his/her intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Immediate Supervisor or his/her designee with his/her latest mailing address. If an employee failed to timely respond to a recall notice, his/her name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

ARTICLE X – VACATIONS

Section 10.1. Accrual. All Full-time employees at the ratification of this Agreement shall be allowed vacation credits from their start date of employment with the Village, regardless of position, according to the following schedule:

Years of Service	Vacation Time Each Year
Less than one year of service	None
After one year of service through seven	10 working days
Eight years through fourteen	15 working days
Fifteen years through nineteen	20 working days
Twenty years or more	25 working days

Full-time employees hired after the ratification of this Agreement shall be allowed vacation credits from their start date of employment with the Village, regardless of position, according

to the following schedule:

Years of Service	Vacation Time Each Year
Less than one year of service	None
After one year of service through nine	10 working days
Ten years through fourteen	15 working days
Fifteen years through nineteen	20 working days
Twenty years or more	25 working days

Vacations must be taken in the year following the year accrued, and any excess accrued time may not be carried over into the following year. Employees must take at least one (1) full week of vacation consisting of five (5) consecutive work days annually. Otherwise, vacation leave must be taken in minimum blocks of one (1) day at a time

Section 10.2. Vacation Periods. Employees are required to file a request for vacation leave with their Department Head or designee. The time of each vacation shall be determined by the needs of the Department through the Department Head or designee.

Section 10.3. Carry-Over. Vacation credits earned in one (1) twelve month period of time shall be fully used during the succeeding twelve (12) months or to the end of the calendar year. Carry-over will only be approved in unusual circumstances by the Village Administrator and Department Head. This approval is to be documented and filed in the employee's personnel records. Except in instances specifically approved by the Department Head, the chaining of the use of vacation credits with previously earned vacation credits shall not be permitted. In effect, an employee cannot run together two (2) consecutive years of vacation credits without the approval of the Village Administrative and Department Head.

Section 10.4. Holidays and Sick Leave. In the event that a holiday occurs during an employee's vacation period, time for such holiday shall not be charged against that employee's vacation credit. If an employee becomes ill during a vacation period, such days may not be designated as sick leave days, thereby carrying over the vacation time to another period, unless specifically approved by the Department Head.

Section 10.5. Separation. A full-time employee who is departing from village service shall be paid for any accrued, unused [time] (vacation, sick, compensatory time) upon separation. Such payment shall be made only for the time accrued during the year that the employee separates as of the date of separation.

ARTICLE XI – SICK LEAVE

Section 11.1. Purpose. 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 interests or health of the employee or fellow employees to work while sick.

Section 11.2. Days Earned.

- (a) Employees shall be granted ten (10) paid sick days per year.
- (b) Employees will be allowed to bank up to thirty (30) unused sick days.
- (c) At the end of each calendar year, Employees shall have the option of being paid out for some or all unused sick days, accrued during the current year, and not for banked hours. Payment shall be made in conjunction with the Employee's first paycheck in January.
- (d) Paid sick leave can be used for injury or illness of the Employee or illness in the immediate family. "Immediate Family" is defined to include spouse and children.

Section 11.3. Reporting of Sick Leave. Any employee absence from work chargeable against sick leave shall be reported immediately to his/her immediate supervisor as soon as possible, but no later than one (1) hour before the start of the shift. When absences due to illness are in excess of three (3) consecutive days, such absence shall be required to be supported by a doctor's certificate. An employee who is absent due to a severe accident or to surgery must supply a signed doctor's release before he/she can return to work.

ARTICLE XII – ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Unpaid Discretionary Leaves. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee when the Village determines there is good and sufficient reason.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Village Administrator as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his/her immediate supervisor and shall be in writing.

Section 12.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 12.4. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his/her seniority continued after the period of leave. Upon return, the Village will place the employee in his/her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his/her classification or in a lower rated classification according to the

employee's seniority, where skill and ability to perform the work without additional training is equal.

- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his/her seniority except for his/her leave, he/she shall go directly on layoff.
- (c) During the approval leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 12.5. Non Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Section 12.6. Jury Duty. An employee who is selected to serve on a jury shall be granted time off to serve on said jury with full pay for the period of time for which the employee is required to report or serve. The employee shall remit any compensation that the employee receives for jury services to the Village, or the Village may subtract such amounts from the employee's regular wages.

Section 12.7. Funeral Leave. Funeral leave shall include a maximum of three (3) consecutive calendar days regardless of the relationship to scheduled work days. A full time employee may be granted up to three (3) working days, if applicable, for leave with pay in the event of the death of a spouse, child, mother, mother-in-law, father, father-in-law, sister, brother, or grandparents. If any portion of the approved leave falls on a day the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Upon request by the Department Head or designee, an employee must provide proof of the death and attendance at the funeral. In the case of a death of an immediate family member, a three (3) day continuous leave is permitted.

Section 12.8. Leaves of Absence.

- (a) In the event an employee is unable to work by reason of off-duty illness or injury or pregnancy, the Village may grant a leave of absence without pay for up to one (1) year during which time seniority shall not accrue for so long as the employee is unable to work.
- (b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish the Department Head or his/her designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from

the attending doctor(s) at reasonable intervals as required by the Village.

- (c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village to determine the employee's capability to perform work assigned. A leave of absence for illness, non-job-related injury or pregnancy will, under no circumstance, be granted until an employee's entire accrued and banked sick leave is first exhausted.

Section 12.9. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his/her seniority continued after the period of leave. Upon return, the Village will place the employee in his/her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his/her classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his/her seniority except for his/her leave, he/she shall go directly on layoff.
- (c) During the approval leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

ARTICLE XIII – WAGES;

Employees shall be compensated according to the Wage Schedule Salary attached as APPENDIX A, wages and step adjustments shall be retroactive to May 1, 2018. Retroactive pay shall be calculated using hourly rates calculated in accordance with Article V of this Agreement. The VILLAGE shall issue retroactive pay within (60) days of the effective date of this Agreement.

ARTICLE XIV – TUITION REFUND PROGRAM

Section 14.1. Tuition Refund Program. Employees are entitled to participate in the Village's existing Tuition Reimbursement Program as such Program may change from time to time on a Village-wide basis.

ARTICLE XV – INSURANCE

Section 15.1. Coverage. The Village will make health, hospitalization and prescription drug insurance available to employees and their dependents to the same extent it makes insurance available to its non-bargaining unit employees. The Village retains the right to elect a different insurance carrier to provide coverage to HMO systems, PPO or to self-insure.

Section 15.2. Cost. Employees choosing to take the Village's health insurance shall pay twenty percent (20%) of premium costs.

Section 15.3. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage.

Section 15.4. Life Insurance. The Village shall provide life insurance coverage in the amount of twenty-five thousand dollars (\$25,000.00) for each active employee covered by this Agreement for the life of this Agreement.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

Section 16.1. Bulletin Board. The Village will make available space on a bulletin board for 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 16.2. Visit by a Union Representative. The Village agrees that one (1) accredited representative of the Union, whether Local Union representative, council representative, or representative, shall have reasonable access to the Village premises. The outside representative shall call the Employee's Immediate Supervisor or his/her designee before his/her arrival and obtain prior approval from the department head before entering upon the premises of the department. The representative shall not, in any way, disturb employees who are working.

Section 16.3. Secondary Employment. Secondary employment will not be permitted under the following circumstances:

1. Where secondary employment would involve the employee's appearance in Village uniform (unless the Village has signed a contract for police coverage), involve use of Village equipment, or in any manner be considered as a conflict of interest with the employee's municipal position.

2. Where it appears that secondary employment has an adverse effect on the employee's sick leave record.
3. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of his/her village job.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Olympia Fields. All Village employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe upon this obligation.

Section 16.4. Non Discrimination. The employer shall not discriminate against employees based on union affiliation or union participation. Employees shall not be transferred, assigned, or reassigned for reasons prohibited by this Section, nor for reasons unrelated to skill, ability, or the objective needs of the Department. Where two or more employees have equal skill and ability, seniority shall control.

Section 16.5. Personnel Files. The Employer's non-confidential personnel and disciplinary history files relating to any employee shall be open and available for inspection by the affected employee during regular business hours with seven (7) days' notice. Verbal and written reprimands will not serve as the basis for additional progressive discipline if no action has been taken on the matter within 12 months of the date of the reprimand.

Section 16.6 Uniforms If the Village continues its practice of requiring police department employees to wear police-identification clothing, the Village shall provide the police civilian employees with two long sleeved polo shirts and two short-sleeved polo shirts each year.

ARTICLE XVII – IMPASSE RESOLUTION

Section 17.1. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315 et seq.).

ARTICLE XVIII – SAVINGS CLAUSE

Section 18.1. Savings Clause. In the event any article, section, or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically specified in the board, agency, or court decision; and upon issuance of such decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XIX –VILLAGE PERSONNEL MANUAL

Section 19.1. Personnel Manual. Except as specifically provided in this Agreement, employees will be subject to the terms and conditions of the revised Personnel Manual approved by the Village Board by Ordinance No. 2019-11.

Section 19.2. Conflict; This Agreement Controls. In the event of a conflict between this Agreement and the Personnel Manual, this Agreement will control.

ARTICLE XX – MAINTENANCE OF BENEFITS

Section 20.1. Maintenance of Benefits. All direct and substantial economic benefits enjoyed by the employees at the present time, which were not included in this Agreement, and are not addressed in the Personnel Manual, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent. The occasional early closing of Village Hall in connection with holidays shall not be considered a benefit subject to this Section.

ARTICLE XXI – ENTIRE AGREEMENT

Section 21.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, except for those items addressed in the side letter of agreement executed simultaneously here with.

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 XXII – TERMINATION

Section 22.1. Termination. 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, 2021. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as soon as practical under the circumstances.

Executed this 28th day of May, 2020.

VILLAGE OF OLYMPIA FIELDS

Stacy M. Bunk
MAYOR

ATTEST:

Quincy C. Savage
VILLAGE CLERK

METROPOLITAN ALLIANCE OF
POLICE, OLYMPIA FIELDS CIVILAN
CHAPTER 747

KEITH GEORGE, President
Metropolitan Alliance of Police

ATTEST:

DIANE BUONADONNA, PRESIDENT
MAP Chapter #747

APPENDIX A

	Current	May 1, 2018 2.25%	May 1, 2019 2%	May 1, 2020 2%
Naomi Sarver-Perkins	\$50,878.60	\$52,023.37	\$53,063.84	\$54,125.11
Myriam Taylor	\$53,985.55	\$55,200.22	\$56,304.23	\$57,430.31
David Peterson (Resigned 9-20-19)	\$46,012.50	\$47,047.78	\$47,988.74	\$48,948.51
Diane Buonadonna	\$49,333.14	\$50,443.14	\$51,452.00	\$52,481.04
Roxana Scott	\$50,908.92	\$52,054.37	\$53,095.46	\$54,157.37
Leslie Delya	\$62,075.88	\$63,472.59	\$64,742.04	\$66,036.88