

**AGREEMENT BETWEEN VILLAGE OF ROMEOVILLE**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND**

**MUNICIPAL EMPLOYEES (AFSCME) AFL-CIO**

**COUNCIL 31**

**CLERICAL**

**MAY 1, 2023 THROUGH APRIL 30, 2027**

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## **AGREEMENT**

This agreement entered into by the Village of Romeoville (hereinafter referred to as the "Village") and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 31 (hereinafter referred to as the "Union") has as its purpose...

### **THE PURPOSE OF THE CONTRACT**

The purpose of the contract is to ...

Provide orderly, harmonious employment relations through a mutual process, provide fair and equitable treatment to all employees, achieve public recognition of the value of employees and the vital and necessary work they perform, work together to improve methods and efficiency for the benefit of employees and the Village, Administration, and the Community, specify wages, hours, benefits, and working conditions, and provide for the prompt and equitable resolution of disputes. This contract is entered into in consideration of the mutual performance thereof in good faith by the parties.

### **ARTICLE I - RECOGNITION**

#### **SECTION 1.1**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time and regular part-time employees within the meaning of Section 3 (N) of the Illinois Public Labor Relations Act including, Receptionist/Meter Reader, Water Billing Support, Accounts Payable/Accounts Receivable, Records Clerk, Custodial, Animal Warden, Water Meter Inst. Support Coordinator, Utility Billing Clerk, Secretary I, Code Enforcement, and such other classifications as may be added in accordance with the provisions of this agreement but excluding Street Foremen, Water Division Foremen, Managers, Supervisors, Confidential and Professional employees and employees of all other department within the Village of Romeoville.

#### **SECTION 1.2 - ABOLITION OF MERGER OF CLASSIFICATION**

The employer's determination to abolish or merge existing classifications may be appealed to the final step of the grievance procedure.

#### **SECTION 1.3 - INTEGRITY OF THE BARGAINING UNIT**

Foremen and other non-bargaining unit persons shall be entitled to perform bargaining unit work to the extent said work has been performed by non-bargaining unit persons in the past.

#### **SECTION 1.4 - USE OF MASCULINE PRONOUN**

The use of the masculine pronoun in this Agreement includes the feminine pronoun.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **SECTION 2.1**

The Village retains the sole and exclusive right to manage the affairs of the Village and to direct the working forces. Such functions of management include but are not limited to the following:

- A. Ownership, control and maintenance of Village property and facilities;
- B. Direction of Work of Employees, including the right to hire, discharge, suspend or otherwise discipline employees;
- C. Determination of the basis for selection, retention and promotion of all employees except to the extent covered by this agreement.

### **SECTION 2.2**

The Village, as employer, shall continue to retain and exercise management rights and privileges established and defined by law, except as otherwise provided for in this agreement.

## **ARTICLE III - UNION RIGHTS**

### **SECTION 3.1 - CHECKOFF**

In accordance with the terms of an employee's written authorization, the Village agrees to deduct from such employee's pay, uniform biweekly Union dues. The Employer shall commence dues deductions within thirty (30) days of notice of authorization from the Union. The Employer shall rely upon information provided by the Union regarding whether deductions were properly authorized, revoked, canceled, or changed. The Union shall notify the Village in writing of the amount of uniform Union dues to be deducted. Deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union, by the last day of the month in which the deductions were made.

In accordance with the terms of an employee's written authorization, the Village agrees to deduct monthly contributions to the AFSCME P.E.O.P.L.E. fund. Deductions shall be made and remitted in the same manner as in the above paragraph.

### **SECTION 3.2 - UNION ACTIVITY DURING WORKING HOURS**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees or activities have been established by the Village and if such employees are required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievant.

### **SECTION 3.3 - ACCESS TO PREMISES BY UNION REPRESENTATIVES**

The Village agrees that AFSCME staff representatives shall have reasonable access to the premises of the Village so long as they give notice upon arrival to the appropriate Village representative and provided that such visits do not interfere with normal operations. Such visitations shall be for the

reason of the administration of this Agreement. Nothing contained herein shall be construed as authorizing or permitting the Union or employees to engage in Union activities in the presence of the public or as permitting the convening of a Union caucus or meeting on Village time to consider a matter which can reasonably be discussed by the employees on non-work time.

#### **SECTION 3.4 - TIME OFF FOR UNION ACTIVITIES**

A maximum of two (2) employees shall be allowed time off without pay for legitimate Union business such as Union meetings, state or area-wide Union committee meetings, state or international conventions, provided such employees shall give reasonable notice to their supervisor of such absence and provided that the total time off taken by all employees covered by this Agreement does not exceed one-hundred-twenty (120) hours per year. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record.

#### **SECTION 3.5 - UNION BULLETIN BOARDS**

The Village shall provide bulletin boards at each time clock location. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

#### **SECTION 3.6 - INFORMATION PROVIDED TO UNION**

The Village will provide information as required by 5 ILCS 315(c).

#### **SECTION 3.7 - UNION MEETINGS ON VILLAGE PREMISES**

So long as it is available, the Village agrees to allow employees to use the Village Board Room for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Village. Each second (2nd) Wednesday of each month the Village agrees to allow the Union the use of the Village Board Room for membership meetings. In the event that any such Union use of the Village Board Room occurs after the normal open public hours of Village Hall, the Union shall be responsible for ensuring the security of the building after the completion of the Union's use.

#### **SECTION 3.8 - ORIENTATION FOR NEW HIRES**

By mutual agreement regarding time and place with the employer, the Union shall be allowed to orientate, educate, and update new hires for the purpose of informing employees of their rights and obligations under this collective bargaining agreement without loss of pay for the employees involved. New hires shall be included in such orientation during the first week of orientation or training.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

#### **SECTION 4.1 - OBJECTIVE**

The grievance procedure is established to accomplish the following objectives.

- A. To provide an orderly procedure to handle grievances, or disagreements through each level of supervision if necessary;
- B. To take corrective measures, if possible, to prevent future similar complaints;
- C. To resolve the grievance as quickly as possible;
- D. To insure fair and equitable treatment of all employees and to assure the Village of an orderly method for resolving disputes short of interferences or interruptions to regular operations.

#### **SECTION 4.2 - DEFINITION**

A grievance, which is defined as a dispute or difference of opinion of any sort between the Village and the Union or any employee, shall be processed in the following manner:

#### **SECTION 4.3 - TIME LIMITS**

No grievance shall be entertained or processed unless it is submitted as Step 1, below, within two (2) weeks (fourteen calendar days) after the occurrence of the event giving rise to the grievance or within two (2) weeks after the employee, through the use of reasonable diligence, knew or should have obtained knowledge of the occurrence of the event giving rise to the grievance. A grievance involving discharge shall be initiated within two (2) weeks as Step 3 of the grievance procedure.

If a grievance is not presented within the time limits set forth herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn 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, the Union may elect to treat the grievance as denied at that Step and appeal the grievance to the next step within the designated time limits. The time limit in each Step may be extended by mutual written agreement of the Village and Union representatives involved in each step.

#### **SECTION 4.4 – PROCEDURE**

##### **STEP 1:**

The grievance must first be raised orally by the employee and/or the Union who will first attempt to resolve the grievance or problem with the employee's immediate supervisor through informal discussion of issues involved. Every attempt should be made to settle the issue at this level. The supervisor shall respond orally to the grievance within three (3) working days after it is presented.

##### **STEP 2:**

If the grievance has not been resolved at the Supervisor's level, the Union, within five (5) working days after the Supervisor's Step (1) response, shall present the grievance in writing to the Department Head. Within five (5) working days after the grievance is presented at Step 2, the Department Head shall meet with the employee and the Union regarding the grievance. The Department Head shall prepare a written response to the Union within (5) working days after said meeting.



### **STEP 3:**

If the grievance is not resolved by the Department Head's response, the Union shall have fifteen (15) working days after Department Head's response in Step (2) to appeal the matter by written notice to the Village Administrator. The reasons for the appeal shall be stated by the Union in writing. The Village Administrator shall, within fifteen (15) days after receipt of the written appeal notice, schedule an administrative hearing. Upon completion of an administrative hearing attended by the grievant and the Union's Grievance Committee and the Village Administrator and/or his/her designees, the Union shall receive within fifteen (15) working days after the administrative hearing, a written statement of the Village Administrator's findings.

### **SECTION 4.5 - ARBITRATION**

If the grievance(s) remain(s) unadjusted the Union may, within thirty (30) working days from the receipt(s) of the Village Administrator's Step (3) findings, file a written notice requesting binding arbitration between the Union and the Village of Romeoville. The American Arbitration Association or the Federal Mediation Service, whichever is chosen, shall be requested to provide a list of seven (7) arbitrators. Both the Village and the Union shall have the right to strike three (3) names from the list. A toss of a coin shall determine who shall strike the first name, the other party shall then strike one (1) name. The process will be repeated until one name remains. The remaining person shall be designated as the arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted by the Village and the Union and shall have no authority to make any decision on any other issue not so submitted. The arbitrator shall be without power to make a decision contrary to or inconsistent with, any applicable laws. The arbitrator shall not in any way limit or interfere with the powers, duties or responsibilities of the Village under statutory law and applicable court decisions. The arbitrator's decision shall be final and binding.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Village and the Union.

### **SECTION 4.6 - STEWARDS AND GRIEVANCE COMMITTEE**

Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Village by the Local Union, and the individuals so certified along with the Union's staff representative shall constitute the Union Grievance Committee.

## **ARTICLE V - UNION-VILLAGE JOINT COMMITTEE**

A Clerical Union-Village Joint Committee consisting of not more than three(3) members selected by the Union (one from each department) and an equal number selected by the Village will be established to discuss any current affairs or mutual concern of the Village or the employees. The Village Administrator or his/her designee shall attend the Union-Village Joint Meetings when feasible. Either party shall have the right to schedule a meeting, not more frequently than once per month, by submitting a proposed agenda to the other party one week in advance. Problems of mutual concern shall be discussed, including suggestions for improving the performance of the Department's activities and non-binding recommendations may be made to either the Village, the Union or to both by persons present at any conference. Such meeting shall be exclusive of the grievance procedure provided for in Article IV. Grievances shall not be considered at such meetings nor shall proposals to alter the terms of this Agreement be advanced.

## **ARTICLE VI - SENIORITY**

### **SECTION 6.1 - DEFINITION**

Seniority shall mean an employee's length of continuous service since his last date of hire within the bargaining unit.

### **SECTION 6.2 - PROBATION PERIOD**

New employees shall serve a six (6) month probationary period. The Village and the Union may agree to extend an employee's probationary period. Upon completion of their probationary period they shall be added to the seniority list with their seniority accumulating from the first date of hire.

### **SECTION 6.3 - TERMINATION OF SENIORITY**

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

- A. Quits; or
- B. Is discharged consistent with the terms of this agreement; or
- C. Is absent for three (3) consecutive working days without notifying the Village, unless the employee is unable to notify the Village during that period and thereafter notifies the Village as soon as possible; or
- D. Is laid off and fails to report for work within three (3) working days after having been recalled, unless the employee promptly notifies the Village that he cannot report within three (3) working days due to circumstances beyond his/her control and thereafter reports for work within a reasonable time (which shall not exceed fifteen (15) working days after having been recalled); or
- E. Does not report for work after the termination of an authorized leave of absence or vacation; or
- F. Is laid off for a period in excess of twenty-four (24) months; or
- G. Retires or is retired.

#### **SECTION 6.4 - FILLING OF VACANCIES**

When vacancies occur within a department of the Bargaining Unit, promotion of employees within the Unit shall be encouraged.

A notice of job openings will be posted on all Union bulletin boards for five (5) working days. During this period, employees who wish to apply for this open position or job may do so by applying to the Human Resources Manager. The job will be filled by promoting the employee with the longest seniority who is qualified for the position.

A transferred or promoted employee shall have thirty (30) calendar days to be trained or familiarized with equipment and procedures. If the employee cannot function, the employee will be placed in his/her original position within the thirty (30) day period.

When the Village needs to assign an employee to a different shift, said shift will be staffed by seeking volunteers in the classification by classification seniority. In the event that there are not enough volunteers to cover the shift, employee(s) will be assigned in order of inverse classification seniority.

#### **SECTION 6.5 - LAYOFF**

In the event it becomes necessary to decrease the work force, probationary and part-time employees shall be the first to be laid off. Thereafter, the employee(s) with the least seniority in the affected job classification shall be laid off. The laid off employee(s) shall be entitled to bump a less senior employee(s) who is also the most junior employee in his/her classification which is covered by this Agreement and whose job is in an equal or lesser paid job title and whose job he/she can perform without training. Ability to perform the position shall be understood to mean able to reach performance acceptability within a reasonable amount of time (twenty (20) working days with training). Employees bumped pursuant to this provision shall themselves be entitled to bump less senior employees who are the least senior employee in their department until the reduction in force is accomplished. Employees laid off from their original job classification and who do not choose to bump into another job classification pursuant to their seniority shall be laid off. No new bargaining unit employees shall be hired until all employees on layoff status and who desire to return to work have been recalled. The Village shall endeavor to notify the Union sixty (60) days prior to the effective date of any layoff, but in no case shall the Village give the Union less than thirty (30) days prior notification of any layoff. Such notice shall be given in writing. The Village and the Union shall meet to negotiate the impact of the proposed layoffs.

#### **SECTION 6.6 - RECALL**

- A. Employees who are laid off pursuant to this provision shall be recalled in the inverse order of layoff. Recalls shall be made by certified, receipt letter. Recalls shall be to any unit position the employee had the ability to perform. Job posting shall be used to allow the employee to return to his/her original classification, if so desired.
- B. Notice of recall from layoff should be by telephone or certified mail to the employee's last known address. The employee is responsible for keeping the Village informed of his/her address and telephone number.

- C. An employee shall return to work on his/her next scheduled shift following the expiration of twenty-four (24) hours after receipt of notification from the Village in accordance with section (A). In the event that the employee fails to report to work at said time, unless excused by the Village, the Village may elect to recall the next employee entitled to recall or if no employees are entitled to recall, hire a new employee to fill said vacancy.
- D. An employee who fails to return to work at the time of the first recall and thereafter fails to report for work at his/her next scheduled shift following a second notice of recall under the same procedure set forth above will no longer be subject to recall unless excused by the Village. An employee who refuses to report for work at any time will no longer be subject to recall.

## **ARTICLE VII - HOURS OF WORK AND OVERTIME**

### **SECTION 7.1 - REGULAR HOURS**

The regular hours of work each day shall be consecutive except that they may be interrupted by a one-half hour paid lunch.

### **SECTION 7.2 - WORK WEEK**

The normal work week shall consist of five (5) consecutive 8-hour days, Monday to Friday inclusive provided, however, if the Village desires to create a different work schedule, its representatives will first meet with the Union's designated representatives and discuss the different schedule, at least 60 days prior to implementation.

### **SECTION 7.3 - WORK DAY**

Eight (8) consecutive hours of work within the 24-hour period beginning at midnight shall constitute the regular work day.

### **SECTION 7.4 - WORK SHIFT**

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

### **SECTION 7.5 - REST PERIODS**

Employees working shifts of eight (8) hours shall provide for a fifteen (15) minute rest period during each four (4) hour shift. To the degree possible, the rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. Employees must work a minimum of a 4.25 hour shift to receive a fifteen (15) minute break. Employees working 7 hour shifts will receive two, 15 minute breaks, which shall be scheduled at the middle of each one-half shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

So long as no interference with Village operations occurs, past practice will be continued to allow Village Hall employees covered by this Agreement to combine breaks with their lunch period in order to permit a one (1) hour lunch. Employees not assigned to Village Hall may, so long as no interference with Village operations occurs, with the pre-approval of their supervisor, combine their breaks with their lunch period to permit a one (1) hour lunch.

#### **SECTION 7.6 - CLEAN UP TIME**

Employees shall be granted ten (10) minutes personal clean up period prior to the end of each work shift.

#### **SECTION 7.7 - OVERTIME**

Time and one-half the employee's regular hourly rate of pay, shall be paid for work under any of the following conditions, but overtime or premium pay shall not be paid twice for the same hours:

**Subsection A - Daily:** All authorized work performed in excess of eight (8) hours in any work day.

**Subsection B - Weekly:** All authorized work performed in excess of forty (40) hours in any work week.

**Subsection C - Before or After Regular Hours:** All work performed before or after any scheduled work shift provided the employee has not requested and been granted permission to work before or after the scheduled work shift.

**Subsection D – Part-Time Overtime:** The parties agree that part-time employees will receive overtime only for authorized work performed in excess of forty (40) hours in any work week. The Village will continue the practice of offering overtime to full-time employees scheduled to work that day before offering the hours to part-time employees.

#### **SECTION 7.8 - OVERTIME DISTRIBUTION**

To the degree possible, overtime shall be distributed with equal opportunities for the employees covered by this agreement within their job classification.

Employees have the responsibility of finding a replacement if they cannot work scheduled overtime, except when the employee is ill. An employee who is offered an overtime opportunity and who declines shall be treated as having worked the overtime for purposes of equal distribution.

Every six (6) months, the Union-Village Joint Committee (established pursuant to Article V will review the experience and make necessary adjustment.

#### **SECTION 7.9 - WORK AT THE EMPLOYEE'S OPTION**

Overtime work shall be voluntary, provided, however, when overtime work is necessary, the Village shall be entitled to assign overtime in reverse order of seniority, to the degree necessary,

from among those employees qualified to perform the work. There shall be no discrimination against any employee who declines to work overtime.

#### **SECTION 7.10 - CALL BACK PAY**

Any employee called back to work outside his regularly scheduled shift shall be paid for a minimum of two (2) hours at the applicable rate of overtime on the emergency work.

#### **SECTION 7.11 - COMPENSATORY TIME**

Full-time employees may elect to receive overtime compensation as compensatory time at the overtime rate. Compensatory time off may accumulate to a maximum of forty (40) hours. The use of compensatory time off may be denied by the Village for operational reasons. If the use of compensatory time is denied by the Village, the employee will be permitted to reschedule their compensatory time. Employees shall provide seventy-two (72) hour notice for the use of compensatory time, however, the Village may waive the notification period in the event of an emergency. When compensatory time is used it must be taken with a minimum usage of one (1) hour.

### **ARTICLE VIII - DISCIPLINE**

#### **SECTION 8.1 - DEFINITION**

The Village subscribes to principles of progressive and corrective discipline. Disciplinary action shall include:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

The Employer may impose any level of discipline if it is for cause and is commensurate with the employee's misconduct taking into consideration the totality of the circumstances including the employee's history.

An employee may be reassigned if he or she is unable to perform the assigned work.

#### **SECTION 8.2 - CAUSES FOR DISCIPLINARY ACTION**

Disciplinary measures may be taken by the Department Head, his/her designee, or the Village Administrator for any sufficient cause.

Reasons for disciplinary action up to and including discharge shall include, but not be limited to, the following:

1. Fraud in securing employment;
2. Inexcusable neglect of duty;

3. Excessive tardiness;
4. Possession, dispensation, sale, or use of alcoholic beverages, or other unauthorized dangerous drugs while on duty or reporting to work under the influence of same(except with appropriate medical authorization);
5. Improper refusal to or failure to perform work assigned;
6. Unauthorized absence;
7. Offensive treatment of the public or any other activity not compatible with good public service or the best interest of the Village;
8. Falsifying time sheets;
9. Misuse of Village property;
10. Violation of any Village policies, rules and regulations including safety rules, and Village ordinances;
11. Falsification of Village records;
12. Fighting;
13. Theft or sabotage of Village property;
14. Accepting bribes;
15. Reporting for emergency duty under the influence of unauthorized or dangerous drugs or alcoholic beverages when off-duty employee is subject to emergency call.
16. Bullying or disrespectful conduct towards co-workers or the public.
17. Failure to comply with Performance Improvement Plan

### **SECTION 8.3 - METHOD OF DISCIPLINE**

The Village will attempt to impose discipline in such a way that the employee to be disciplined will not be embarrassed in front of other employees or the public.

Prior to administering discipline, other than oral reprimands, the Employer shall call for a meeting with the employee and notify the Union of the meeting. At that meeting, the Employer shall inform the employee of the contemplated discipline to be imposed and the reasons for the contemplated discipline. The employee shall have the opportunity to respond to the allegations.

Employees may request that a Union representative be present at such meetings.

### **SECTION 8.4 - WRITTEN NOTICE OF DISCIPLINARY ACTION**

Written notice of disciplinary action shall be given to the employee within a reasonable period following the meeting.

That written notice must include:

- A statement of the reason(s) for the disciplinary actions;
- The effective date of the action;
- A statement advising the employee of his right to appeal and an identification of the applicable appeal procedure.

All disciplinary actions shall be subject to the Grievance Procedure, beginning with step 3.

### **SECTION 8.5 - MAINTENANCE OF FILES ON DISCIPLINARY ACTION**

Copies of any written notice submitted to an employee in connection with a written reprimand, suspension, demotion or discharge will be placed in an employee's personnel file.

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from an employee's personnel file if the employee has received no additional warnings or discipline for tardiness or absenteeism within one (1) year of the date of the last warning or discipline in the employee's file. Such removal shall be made at the request of the employee.

Documents related to disciplinary action for incidents other than tardiness or absenteeism that have been in an employee's file folder for more than two (2) years and where there have been no incidents within two (2) years shall be removed from said employee's file at the request of the employee.

#### **SECTION 8.6 - ORAL REPRIMAND**

This is an oral acknowledgment of an employee's inappropriate behavior. A written notation of the oral reprimand may be made and placed in the supervisor's file.

#### **SECTION 8.7 - WRITTEN REPRIMAND**

This is a written acknowledgment of an employee's inappropriate behavior.

#### **SECTION 8.8 - SUSPENSION**

Suspension is removal of an employee from pay status for a specified period of time.

Department Heads may suspend an employee for disciplinary reasons as set forth in Section 3 for a period of not more than three (3) days. Suspension shall be given in the manner set forth in Section 3 of this Article.

Following consent of the Village Administrator, the Department Head may suspend an employee for any period in excess of three (3) but less than thirty (30) days. Suspension shall be imposed in accordance with Section 3.

#### **SECTION 8.9 - REASSIGNMENT**

The Department Head, with the consent of the Village Administrator, may reassign an employee who is unable to perform his/her work. An employee must possess the minimum qualifications for the classification in which he/she is placed. Reassignment will be temporary until the employee can perform the duties of his or her original assignment.

#### **SECTION 8.10 - DISCHARGE**

Discharge is the permanent separation of an employee from his or her employment with the Village.

### **ARTICLE IX - HOLIDAYS**



### **SECTION 9.1**

The following days shall be recognized and observed as paid holidays:

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

Any other days which may be designated by the Village Board.

### **SECTION 9.2**

Should any of these holidays fall on Sunday, Monday shall be considered the holiday. Should any fall on Saturday, Friday shall be considered the holiday. Employees not scheduled to work on a holiday shall receive pay at their regular rate for the holiday.

### **SECTION 9.3**

Those employees who are called out for work on a holiday shall be paid at double their regular rate of pay for the hours worked in addition to their holiday pay, provided however, that if a holiday which falls on Saturday or Sunday is being celebrated on the Friday before or the Monday after the Holiday, work on that Friday or Monday shall be paid time and one-half in addition to holiday pay.

### **SECTION 9.4**

To be eligible for pay under this Article, an employee shall work, or be on authorized paid leave, on the employee's last scheduled shift immediately prior to the holiday and the employee's first scheduled shift immediately after the holiday. This requirement may be excused in the sole discretion of the employer upon the presentation of extenuating circumstances by the employee.

## **ARTICLE X - PERSONAL LEAVE DAY POLICY**

### **SECTION 10.1**

Each employee shall receive on January 1st of each calendar year three (3) personal days. Personal leave which is unused by the end of the calendar year shall be forfeited. Personal leave shall not

accumulate. The use of personal days may be denied by the Village for operational reasons. The Village shall give priority to full-time employees when granting personal days. Employees must provide twenty-four (24) hour notification for the use of personal days, however, the Village may waive the notification period in the event of an emergency. After four (4) hours of work, personal leave time shall be granted in one (1) hour increments.

The use of personal leave may be denied by the Village for operational reasons. If the use of personal leave is denied by the Village, the employee will be permitted to reschedule their personal leave.

## **SECTION 10.2**

Upon separation from Village employment, employees will receive pay for earned personal leave days.

## **ARTICLE XI - PAID VACATIONS**

### **SECTION 11.1**

Vacation shall be based on the years of continuous service and earned at the accumulation rate listed below:

| <b><u>YEARS OF CONTINUOUS EMPLOYMENT</u></b> | <b><u>ACCUMULATION RATE</u></b> |
|--|---------------------------------|
| 0 - 5 years of service                       | 10 days/year                    |
| 6 - 10 years of service                      | 15 days/year                    |
| 11 - 15 years of service                     | 20 days/year                    |
| 16 - 20 years of service                     | 25 days/year                    |
| 21 years of service                          | 26 days/year                    |
| 22 years of service                          | 27 days/year                    |
| 23 years of service                          | 28 days/year                    |
| 24 years of service                          | 29 days/year                    |
| 25 or more years of service                  | 30 days/year                    |

- A. Employees hired on or after May 1, 1998 shall earn vacation at the annual accumulation rate listed above, prorated on a monthly basis.
- B. Employees hired prior to May 1, 1998 shall earn vacation at the annual accumulation rate listed above, and have their annual vacation time credited, prospectively, on their employment anniversary date. If any employee, hired prior to May 1, 1998, separates from service, prior to the completion of the year of service following their most recent anniversary date, the vacation time credited to the employee shall be prorated, on a monthly basis, over the portion of the year of service actually worked, and the employee shall owe the Village for any vacation time used in excess of said prorated time. Payment for any vacation time used in excess of said prorated time shall be withheld from the employee's last pay.

### **SECTION 11.2**

The rate of vacation pay shall be at the employee's regular rate of pay. On an employee anniversary year basis, employees will be allowed to carry over one year's vacation leave. Unused vacation leave in excess of the employee's current leave plus the one year's carry over leave shall be forfeited unless the vacation is not used because of the requirements of the Employer, in which case the employee shall either be permitted an alternate vacation period or be compensated for the unused vacation.

### **SECTION 11.3**

After (4) four hours of work, vacation time shall be granted at (1) one hour increments. Employees are required to notify the division supervisor no less than five (5) days before the use of more than one (1) vacation day and provide twenty-four (24) hour notice prior to taking one (1) day or less. In the event of an emergency the supervisor shall waive the notice period. The Village shall give priority to full-time employees when scheduling vacations. Employees will not be granted unpaid time for vacation unless it is in conjunction with FMLA leave or any other approved leave. The parties agree to meet annually in a Union-Village Joint Committee meeting as described in Article V to discuss vacation scheduling, with the mutual goal of ensuring continued Village operations during periods of time identified as requiring a high demand for Village services.

The parties agree that the week of RomeoFest, defined as the three (3) days immediately preceding (Monday through Wednesday) and the days of the Fest (Thursday thru Sunday), may be restricted for vacation purposes. The Village will attempt to accommodate employees' vacation requests with the Department Head having the discretion to approve vacation during these restricted days.

### **SECTION 11.4**

If an employee is being paid as a result of being able to use accumulated vacation leave, holiday pay will be paid, if a holiday occurs without counting against the vacation leave.

### **SECTION 11.5**

Vacation pay shall be computed as of the anniversary date for each employee.

### **SECTION 11.6**

Upon separation of Village service, employees shall be paid for their accumulated vacation leave. All employees of the Village, at their option, can apply accumulated vacation leave payments toward the payment of the group insurance premium.

### **SECTION 11.7 - VACATION SCHEDULING** (police-clerical)

Between January 1 and March 1 of each year, an employee shall submit his/her vacation preferences, if so desired, for the time period from April 1<sup>st</sup> through March 31<sup>st</sup> of the next calendar

year. Requests shall be granted on a seniority basis. Vacation requests after March 1st shall be granted in the order that the requests are made. The employer shall make reasonable efforts to satisfy all vacation requests when a conflict exists. As soon as the employer is aware that a conflict exists, affected employees will be notified in a timely manner in order for all parties to attempt to meet and resolve the conflict.

When more than one request is made within a twenty-four (24) hour period, such request will be granted on a seniority basis.

The use of vacation time may be denied by the Village for operational reasons. If the use of vacation is denied by the Village, the employee will be permitted to reschedule their vacation.

## **ARTICLE XII - LEAVE OF ABSENCE**

### **SECTION 12.1 - GENERAL LEAVES**

The Village may, at its discretion, grant a leave of absence to any bargaining unit employee for sufficient reason. The Village shall at its discretion set the terms and conditions of the leave, including whether or not the leave is to be with pay.

### **SECTION 12.2 - SICK LEAVE**

**SUBSECTION (A):** Sick leave shall be allowed in case of actual personal sickness or disability. Sick leave may also be used for necessary care and attendance for a member of the employee's immediate family. Sick leave may be taken in increments of one-quarter hour of a work day (eight hours).

**SUBSECTION (B):** Employees shall report illness to their department prior to starting time the day they are ill and call to report on their condition at least every other working day that they are absent. The Village may request, prior to payment for sick leave, evidence in the form of written medical certification of use of sick leave, if reasonable grounds exist to suspect abuse of if the absence has exceeded three (3) consecutive work days. Abuse of sick time is the utilization of sick days for reasons other than that stated above.

**SUBSECTION (C):** Employees with less than fifteen (15) years' service shall earn sick leave at the rate of one (1) day per month. Employees with fifteen (15) or more years of service shall earn sick leave at the rate of one and one-half (1 1/2) days per month. Sick leave may be accumulated to a maximum of 450 days. The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken. Employees shall not be entitled to be paid for unused sick days upon separation for any reason, provided however, upon retirement, employees may apply unused sick days toward the payment of insurance.

SUBSECTION (D): The Human Resources Manager shall maintain a record of accrual and use of sick leave and such record shall be made available to employees by their Department bimonthly

SUBSECTION (E): When a retiree has used all of the sick time converted to hospitalization dollars, the retiree will then be allowed to remain on the plan, provided that the retiree pays the full cost.

In this instance only, the Village of Romeoville has established three (3) rates of coverage retiree only; retiree and spouse, retiree, spouse and family, for the benefit of the retiree.

The rate enumerated in the attachment on Family Health Coverage will be reviewed by the Village yearly, and if there are any changes to be made, the retiree(s) will be so notified, and have the option to remain on the plan if they wish to do so. Retiree coverage shall remain in effect until the retiree becomes eligible for medical benefits.

This amount due for the type of coverage chosen by the retiree, will be paid monthly and due by the tenth (10th) of the month that the coverage is for. This amount will be paid to the Human Resources Manager so that records may be kept up to date. Then, said monies will be deposited by the Village Treasurer into the Village of Romeoville Health Insurance Fund.

### **SECTION 12.3 - DISABILITY LEAVE**

Employees who have exhausted their accumulated sick leave days but are unable to report to or back to work because of a start or continuance of illness, injury or pregnancy related disabilities, may receive a disability leave without pay for periods normally not to exceed (6) months. The Village will not arbitrarily deny such leave request. To qualify for such leave, the employee must report the disability as soon as the need for such leave becomes known, and thereafter furnish to the department head or designee, a physician's written statement of the nature of the disability and the estimated length of time that the employee will be unavailable for work, together with a written application for such leave. Such leaves will ordinarily be granted for up to three (3) month periods and may be reviewed upon the written request of the employee for additional periods of up to three (3) months each, at the Village's discretion; however, such requests shall not be arbitrarily denied.

Before returning from a leave of absence for disability, or at thirty (30) day intervals during such leave, the employee may be required, at the Village's discretion and expense, to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Written verification of continued disability shall be provided at the employee's expense at thirty (30) day intervals if the Village has substantial reason for requesting such. Employee(s) shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended.

### **SECTION 12.4 - MILITARY**

An employee who is a member of the Armed Forces will be granted leave for two (2) weeks for annual training sessions or schools. The Village will compensate the employee for the difference in pay from the Armed Services received by the employee on military leave.

#### **SECTION 12.5 - LEAVE FOR ELECTED OFFICE**

Any employee who is elected to public office which temporarily prevents the employee from working while holding his/her public office shall upon request, be granted a leave of absence for the duration of the elected term.

#### **SECTION 12.6 - VOTING TIME**

Employees shall be granted up to two (2) hours with pay to vote on election days upon prior request and approval by the Department Head.

#### **SECTION 12.7 - JURY OR COURT**

Employees required to report for jury duty or subpoenaed by the government shall be granted a leave of absence with pay (except in matters of non-work-related personal litigation) until released by Court. The employee shall remit to the Village all fees, except mileage allowance, for jury duty, within thirty (30) days from the termination of his/her service.

#### **SECTION 12.8 – RETURN FROM LEAVE**

When an employee returns within eighteen (18) months from any leave of absence permitted by this Agreement, the Village shall return the employee to the same or similar position in which the employee was working prior to the commencement of such leave, seniority permitting.

#### **SECTION 12.9 - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Employees may apply for and receive family leave pursuant to and in accordance with the provisions of the Federal Family and Medical Leave Act of 1993. Notwithstanding the provisions of the FMLA, an employee taking leave to which he or she is entitled under the FMLA **will be required to use all accrued time, with the exception that the employee may elect to not use up to forty (40) hours of sick leave and up to twenty-four (24) hours of vacation leave, prior to going on unpaid leave and the paid leave time shall be applied concurrently with the FMLA leave.**

### **ARTICLE XIII - EMPLOYEE DEVELOPMENT AND JOB RELATED TRAINING AND EDUCATION PROGRAMS**

#### **SECTION 13.1 - REIMBURSEMENT FOR EDUCATIONAL COSTS**

The Village of Romeoville encourages training and personal development programs for all employees which includes two general areas: Job related training and educational programs.

#### **SECTION 13.2 - JOB RELATED TRAINING PROGRAMS**

The Human Resources Manager and the Department Heads shall investigate and make recommendations for job related training programs. Program development shall be done jointly by the Human Resources Manager, Department Heads, and Supervisors. Such training may

include demonstrations, lectures, seminars, or films which may help to improve the effectiveness of employees in performing their respective duties.

Opportunities will be given to all employees to be trained on special equipment and procedures which are job related. The employee must indicate an interest and willingness to receive training and will be evaluated for proficiency upon completion of training. Employees must achieve a positive evaluation to be considered proficient in the specialized area in order to qualify for the work available. Training of this type will be coordinated by the Department Head or his/her designee and offered on a seniority basis.

### **SECTION 13.3 - EDUCATION PROGRAMS**

An employee desiring to pursue an educational program related to his/her position with the Village may present a proposal for such program to the Human Resources Manager. The Human Resources Manager and the Department Head shall review the proposal to determine the benefits the Village, as an employer, would derive from the employee's participation in such a program, and the needs of the Department. After review, the Human Resources Manager will recommend the tuition costs, if any, to be reimbursed by the Village. Reimbursement must be approved by the Village Board and the employee(s) must successfully complete the course before reimbursement is made.

### **SECTION 13.4 - PROGRAMS INELIGIBLE FOR REIMBURSEMENT**

Tuition costs and fees for books or other supplies for educational programs which will provide the employee with the necessary degree or license certification to receive an automatic salary increase as provided in Subsection 1.5 and 1.6 of the Employer Handbook will not be eligible for reimbursement.

### **SECTION 13.5 - SCHEDULING FOR TRAINING**

It will be the responsibility of the employee to arrange with the Department Head for the scheduling of training and educational programs so as not to interfere with the efficient operations of the Department.

## **ARTICLE XIV - BEREAVEMENT LEAVE**

### **SECTION 14.1**

Leave of absence with pay of four (4) days shall be granted an employee by the Department Head in the event of a death in the employee's immediate family. Bereavement leave must be taken over a timeframe not to exceed two weeks, except upon mutual agreement between the employee and the Department Head. Such leave will be at full pay and will not be charged against accrued sick leave or vacation leave. In the event an employee must travel 400 miles or more for such leave, the Department Head shall grant one (1) additional day for the mileage factor. Any request for bereavement leave in excess of four (4) days (excluding the one (1) day for travel time) will be

subject to approval of the Village Administrator, and will be charged against accrued sick leave or vacation leave. All employees are eligible for bereavement leave with pay.

If needed, additional time may come from vacation or personal time subject to supervisory approval.

In addition to the paid bereavement and funeral leave, pursuant to 820 ILCS 154, full-time employees who are eligible for FMLA leave time shall be entitled to use a maximum of 2 weeks (10 work days) of combined paid and unpaid bereavement leave to:

- (1) attend the funeral or alternative to a funeral of a covered family member (covered family member shall be the same as the immediate family above for paid bereavement leave);
- (2) make arrangements necessitated by the death of the covered family member;
- (3) grieve the death of the covered family member; or
- (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Unpaid bereavement leave taken pursuant to 820 ILCS 154 will generally be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (4) of subsection (a) occurs. However, employees may be granted more than 60 days to take unpaid bereavement leave at the discretion of the Department Manager.

Employees will endeavor to provide the Employer with at least 48 hours' advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

Unpaid bereavement leave shall be designated as FMLA time and is subject to the FMLA's maximum of 12 weeks in a 12-month period.

## **SECTION 14.2**

The definition of immediate family is: Employee's spouse, domestic partner, parents (including step), children (including step and half), sibling (including step and half), mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother-in-law, sister-in-law, spouse's grandparent, aunt, uncle, niece, nephew, other relative living in the same house with Employee or other person currently resident in the immediate household.



## **ARTICLE XV - TEMPORARY ASSIGNMENT**

In the event an employee is temporarily assigned the duties of a higher paid position for more than (10) ten working days, the employee shall be compensated an additional one dollar (\$1.00) per hour, beginning the eleventh (11<sup>th</sup>) day, and for the duration of the assignment.

## **ARTICLE XVI-SAFETY, HEALTH & SANITATION**

### **SECTION 16.1 - AGREEMENT**

The Village shall comply with all applicable laws and regulations relating to health, safety and working conditions. The Village shall furnish all health safety equipment required by law or by this Agreement.

### **SECTION 16.2 - EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program (EAP) is hereby made a part of this agreement as Appendix E.

## **ARTICLE XVII-UNIFORMS**

### **SECTION 17.1 – POLICE DEPARTMENT CLERICAL, CODE ENFORCEMENT PERSONNEL, AND ANIMAL WARDEN**

The Village will initially supply all Police Department Clerical staff, code enforcement personnel, and animal warden with the following uniform items. Uniform items shall be repaired or replaced by the Employer, as necessary in the Employer's sole discretion. The cost of maintaining the uniform or proper working condition (including any dry cleaning or laundering) will be paid by the employee.

6 shirts/blouses (3 short sleeve/3 long sleeve)  
5 slacks/skirts  
1 vest (Clerical only)  
1 cardigan (Clerical only)

The Village shall allow a yearly reimbursement of up to \$100.00 to each employee required to wear safety shoes for the purpose of purchasing safety shoes in accordance with specifications set by the Department.

### **SECTION 17.2 - INCLEMENT WEATHER GEAR**

The Village shall supply Code Enforcement personnel, Meter Readers, and the Animal Warden with the following inclement weather gear:

Winter Coat

Work Boots  
Rain Gear

**SECTION 17.3 - CLOTHING ALLOWANCE**

The Village's dress code policy is hereby adopted.

**ARTICLE XVIII- NON-DISCRIMINATION**

**SECTION 18.1 - PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, union membership, or other non-merit factors in accordance with applicable state and federal law.

**ARTICLE XIX - CONTRACTING OUT**

It is advisable for the Village to make efforts to utilize its employees to perform work they are qualified to do providing the application is feasible and cost-effective.

Except in case of emergency (a task which needs to be accomplished within two (2) weeks), the Village will notify the Union of the nature, scope, and approximate dates of work to be subcontracted and the reasons (equipment, manpower, etc.) why the Village is contemplating subcontracting any work. The Union will have the right to submit a written statement showing the feasibility and cost effectiveness of keeping the work within the bargaining unit prior to any final decision by the Village; provided however, in order to be considered the Union's statement must be received by the Village within the same time parameters as any outside agency.

**ARTICLE XX - NO STRIKE OR LOCKOUT**

**SECTION 20.1 - LOCKOUTS**

No lockout of employees shall be instituted by the Village during the term of this Agreement.

**SECTION 20.2 - STRIKES**

Neither the Union nor any of its officers or agents nor shall any employee participate in, instigate, promote, sponsor, engage in or condone any strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignation, mass absenteeism, picketing or any intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, provided however, it shall not be cause for disciplinary action if any employee refuses to enter upon the premises of the Village if said premises are being subjected to a lawful picket line.

## **ARTICLE XXI - PERSONNEL FILES & EMPLOYEE INFORMATION**

### **SECTION 21.1 - OFFICIAL FILES**

Only one (1) personnel file will be maintained by the Human Resources Manager for each employee. An employee's supervisor may maintain an additional file pertaining to an employee which shall contain only job-related information. Such file shall be considered confidential.

### **SECTION 21.2**

Upon appropriate request, an employee may inspect and copy his/her personnel file subject to the following:

- A. Inspection shall occur during normal working hours at a time and in a manner mutually acceptable to the Village.
- B. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to said grievance may have a steward present during such inspection.
- C. Copies of materials in their personnel files shall be provided an employee upon request if such materials are to be used in an arbitration hearing conducted under the terms of this Agreement or in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of duplication which shall be limited to the actual cost of duplicating the information.
- D. Pre-employment information, i.e., reference checks and responses, shall not be subject to inspection or copying nor may employees copy or inspect those materials identified as exceptions in Public Act 83-1104, Section 10, Chapter 48, Section 2010, Illinois Revised.
- E. Employees shall have the right to respond in writing to any information which he or she disagrees. The employee's response shall become part of the employee's personnel file.
- F. Citizen complaints shall not be placed in a member's personnel file unless the complaint is sustained.

### **SECTION 21.3 Disclosure of Information**

- A. The employer shall not disclose the following information of any employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally identifying employee membership or membership status in a labor organization or other voluntary association affiliated with a labor organization or a labor federation (including whether employees are members of such organization, the

identity of such organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between a labor organization and its members.

- B. As soon as practicable after receiving a request for any information prohibited from disclosure under subsection a.) above, the employer must provide a written copy of the request, or a written summary of any oral request, to the Union President. The employer must also provide a copy of any response it has made within 5 business days of sending the response to any request.
- C. This subsection does not apply to disclosures (i) required under the Freedom of Information Act, (ii) for purposes of conducting public operations or business, or (iii) to the exclusive representative.
- D. Employees who receive requests for information from other agencies, employers, etc., shall immediately refer the request to the Human Resources Director or designee for action.

## **ARTICLE XXII - FAMILY MEDICAL COVERAGE**

### **SECTION 22.1 - HEALTH INSURANCE COVERAGE**

The Village shall provide group medical insurance coverage, dental coverage and vision coverage for bargaining unit employees with the same level of benefits that the Village provides for the general non-bargaining unit employees of the Village. The Employer retains the right to change insurance carriers, HMOs, or to self-insure, as it deems appropriate, so long as the new coverage is substantially the same as the current benefit plan. The Village agrees to notify the Union thirty (30) days prior to making any changes in insurance carriers and to afford the bargaining unit employees the opportunity to change within available Village health plans prior to any changes taking effect.

Employees hired before January 1, 2010 will only pay 5% of premium cost for any HMO plan until resignation, termination, retirement, or other break in service.

For employees hired prior to July 1, 2020, the following employee premium costs shall apply:

HMO Employee + Spouse – 5% of Premium  
HMO Employee + Child(ren) – 5% of Premium  
HMO Family – 5% of Premium  
PPO - 12% of Premium

For employees hired on or after July 1, 2020, the following employee premium costs shall apply:

HMO Single – 12% of Premium

HMO Employee + Spouse – 12% of Premium  
HMO Employee + Child(ren) – 12% of Premium  
HMO Family – 12% of Premium  
PPO (750, HDHP) – 12% of Premium

#### **SECTION 22.2 - EXTENDED MEDICAL LEAVE**

Employees who are on extended medical leave will have the cost of their family medical insurance paid by the Village for a period of six (6) months.

#### **SECTION 22.3 - LIFE INSURANCE**

Employee's life insurance coverage will be paid in an amount equal to one (1) year of the employee's annual salary at the time of his/her death, as limited by Appendix B.

#### **Section 22.4 - WELLNESS PROGRAM**

The parties agree that The Village may elect to implement a Wellness Program. The terms of this program and modifications to the terms of this program will be with the advice and consent of the Wellness Committee and the Village Manager, and will not be applied to bargaining unit employees unless otherwise applied to all non-represented employees. For the duration of this Agreement the parties agree that AFSCME's level of representation on the Wellness Committee (as a percentage of total committee members) shall be maintained at the current level in effect as of the ratification of this Agreement. Participation by employees is completely voluntary. Although the Village may provide events and preventative services, they will be voluntary and no penalties or rewards will be offered. The Village will protect the confidentiality of medical information collected in the Wellness Program pursuant to State and Federal law.

The current program is attached to this Agreement as Exhibit F.

### **ARTICLE XXIII - SAVING CLAUSE**

In the event any Article, Section or portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion specified in the Court's decision; and upon issuance of such a decision, the Village and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

### **ARTICLE XXIV - DRUG-FREE WORKPLACE**

#### **SECTION 24.1 - POLICY**

It is the policy of the Village of Romeoville that all Village employees be free from illegal drugs in order to ensure that employees can perform their duties without endangering themselves or the public. Village employees are expected to be drug free at all times that they are in the workplace.

#### **SECTION 24.2 - DRUG TESTING PROCEDURES**

- A. A random drug testing policy and procedure, as required by federal law, applicable to all employees whose employment requires them to possess a Commercial Driver's License is hereby adopted by reference.
- B. For other clerical unit employees, the Employer has the right to subject the employees to a drug and/or alcohol testing when the employee is involved in a motor vehicle accident while on duty, or in the event the employer has reasonable cause to believe that the employee has reported to work under the influence or is at work under the influence of drugs or alcohol. Said drug testing shall proceed under the "Testing Procedures" provisions of the drug testing policy provided in Subsection A.

#### **SECTION 24.3 - MEDICATION**

Any employee who is taking prescription medicine (drugs) shall notify his or her immediate supervisor of the medication prescribed when product information or doctor or pharmacist warnings indicate that the substance may be reasonably expected to impair the employees' performance. The nature of the illness or injury, and any precautions that should be taken as a result of the drug's use, i.e., should not drive or operate equipment, should avoid exposure to the sun, etc., shall be furnished to the supervisor as well.

#### **SECTION 24.4 - UNION INDEMNIFICATION**

The employer agrees to hold the Union harmless in any litigation that arises out of the employer's activities in carrying out the drug testing program.

## **SECTION 24.5 - EMPLOYEE ASSISTANCE PROGRAM**

- A. The parties agree to establish a Joint Labor-Management Committee to review the Employee Assistance Program (EAP) from time to time. The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse.
- B. In the event that an employee has, or knows of a counselor, who is trained in the problems of chemical dependency and abuse, and chooses to be treated by that counselor, this shall also be allowed under the Employee Assistance Program.
- C. The cost of the Employee Assistance Program and subsequent treatment, will be covered under the group insurance program. The coverage shall provide for both out-patient and in-patient treatment whichever is deemed appropriate.
- D. The employee, upon Doctor's written release, may return to work while participating in the Employee Assistance Program.
- E. The employer agrees not to seek criminal prosecution where employees have been tested positive.

## **ARTICLE XXV - WAGES**

### **SECTION 25.1 - WAGES**

For the duration of this Agreement, the base salary of employees covered by this Agreement shall be in accordance with Appendix C. The wage schedule provided in Appendix C shall be in effect as of May 1, 2023.

An employee shall advance on the wage schedule on his/her anniversary date of employment. Employees transferred or promoted from one job classification to another shall maintain their step position in the new wage schedule or whichever is higher of the two.

### **SECTION 25.2 – LONGEVITY PAY**

Longevity pay shall be paid on May 1 of each year.

|             |         |
|-------------|---------|
| 0-4 years   | \$ 0    |
| 5-9 years   | \$ 300  |
| 10-14 years | \$ 500  |
| 15-19 years | \$ 800  |
| 20 + years  | \$1,000 |
| 25+ years   | \$1,500 |

### **SECTION 25.3 – BILINGUAL PAY**

Employees assigned by the Village Administrator (or his or her designee) as Bilingual Employees on May 1<sup>st</sup> of each calendar year shall receive an annual stipend of \$600.00. Employees must pass a Village language proficiency test in order to be considered for assignment as Bilingual.

#### **SECTION 25.4 – TRAINING PAY**

Employees assigned by the Department Head (or his or her designee) as Trainers on May 1<sup>st</sup> of each calendar year shall receive an annual stipend of \$600.00.

#### **SECTION 25.6 – MATRON PAY**

Employees who are required to perform matron duties will receive one (1) hour of additional pay at the employee's current hourly rate for each day or portion of a day the employee acts in the capacity of a matron.

### **ARTICLE XXV-A - BENEFITS FOR PART-TIME EMPLOYEES**

Part-time employees of the Village who are scheduled to work or actually work a minimum of one thousand (1,000) hours per year shall be entitled to sick pay, holiday, personal and vacation benefits on a prorated basis from their date of hire.

Part-time employees shall not be charged for the use of vacation time on work days they are not normally scheduled to work.

### **ARTICLE XXVI - TERMINATION DATES**

This agreement shall be effective upon adoption by both parties and shall remain in full force and effect until the thirtieth (30th) day of April, 2027. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

### **ARTICLE XXVII WELFARE TO WORK**

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The Union will be notified at least ninety (90) days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, and a summary of the type of tasks



to be performed. Upon request by the Union, the parties shall meet promptly to discuss or negotiate, as appropriate, issues which arise as a result of welfare initiatives.

**EXECUTION**

In witness whereof, the parties hereto have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Village:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **INDEX OF APPENDIXES**

|                   |                                     |
|-------------------|-------------------------------------|
| <b>APPENDIX A</b> | <b>LIFE INSURANCE SCHEDULE</b>      |
| <b>APPENDIX B</b> | <b>WAGE SCHEDULES</b>               |
| <b>APPENDIX C</b> | <b>CONDITION OF EMPLOYEE REPORT</b> |
| <b>APPENDIX D</b> | <b>EMPLOYEE ASSISTANCE PROGRAM</b>  |

**APPENDIX A**  
**LIFE INSURANCE SCHEDULE**

Benefit amounts shall consist of One Times Basic Annual Salary rounded to the nearest \$1,000 up to a Maximum of \$295,000. Benefits reduce 35% on the first of the Insurance month coincidental to or next following the attainment of age 65 and further reduces an additional 15% on the first of the Insurance Month coincidental to or next following the attainment of age 70.

## APPENDIX B

**Wages Effective May 1,  
2023**

3.50%

|   | <i>Clerical</i>   | <b>A-1</b>  | <b>B-2</b>  | <b>C-3</b>  | <b>D-4</b>  | <b>E-5</b>  | <b>F-6</b>  | <b>G-7</b>  | <b>H-20</b> |
|---|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Receptionist  | \$42,262.28 | \$44,122.08 | \$46,079.47 | \$48,104.59 | \$50,261.73 | \$52,519.90 | \$54,876.80 | \$57,502.33 |
| 2 | Records Clerk I, Village Hall Customer Service Clerk, Public Works Customer Service Clerk | \$46,558.19 | \$48,715.34 | \$50,940.22 | \$53,263.81 | \$55,720.59 | \$58,276.10 | \$60,964.77 | \$63,965.71 |
| 3 | Animal Warden   | \$49,462.30 | \$51,785.38 | \$54,209.24 | \$56,732.63 | \$59,421.06 | \$62,209.01 | \$65,163.25 | \$68,417.32 |
| 4 | Records Clerk II  | \$50,674.23 | \$53,064.08 | \$55,553.46 | \$58,142.99 | \$60,898.18 | \$63,769.27 | \$66,790.28 | \$70,126.24 |
| 5 | Planning Clerk  | \$51,886.16 | \$54,342.78 | \$56,897.67 | \$59,553.33 | \$62,375.30 | \$65,329.54 | \$68,417.32 | \$71,835.17 |
| 6 | Utility Billing Clerk, Accounts Payable, Accounts Receivable                              | \$52,615.59 | \$55,104.96 | \$57,695.12 | \$60,416.30 | \$63,271.02 | \$66,259.27 | \$69,412.56 | \$72,855.61 |
| 7 | Finance Clerk, Community Service Officer  | \$52,781.88 | \$55,338.02 | \$58,026.45 | \$60,848.42 | \$63,802.66 | \$66,889.17 | \$70,143.25 | \$73,642.98 |
| 8 | Code Enforcement  | \$54,209.24 | \$56,732.63 | \$59,421.06 | \$62,209.01 | \$65,130.49 | \$68,251.03 | \$71,469.82 | \$75,027.51 |

**Wages Effective May 1,  
2024**

3.50%

|   | <i>Clerical</i>   | <b>A-1</b>  | <b>B-2</b>  | <b>C-3</b>  | <b>D-4</b>  | <b>E-5</b>  | <b>F-6</b>  | <b>G-7</b>  | <b>H-20</b> |
|---|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Receptionist  | \$43,741.46 | \$45,666.35 | \$47,692.25 | \$49,788.25 | \$52,020.89 | \$54,358.09 | \$56,797.48 | \$59,514.92 |
| 2 | Records Clerk I, Village Hall Customer Service Clerk, Public Works Customer Service Clerk | \$48,187.73 | \$50,420.38 | \$52,723.12 | \$55,128.05 | \$57,670.81 | \$60,315.76 | \$63,098.54 | \$66,204.51 |
| 3 | Animal Warden   | \$51,193.48 | \$53,597.86 | \$56,106.57 | \$58,718.28 | \$61,500.79 | \$64,386.32 | \$67,443.96 | \$70,811.93 |
| 4 | Records Clerk II  | \$52,447.83 | \$54,921.32 | \$57,497.83 | \$60,177.99 | \$63,029.61 | \$66,001.19 | \$69,127.94 | \$72,580.66 |
| 5 | Planning Clerk  | \$53,702.18 | \$56,244.78 | \$58,889.08 | \$61,637.70 | \$64,558.44 | \$67,616.08 | \$70,811.93 | \$74,349.40 |
| 6 | Utility Billing Clerk, Accounts Payable, Accounts Receivable                              | \$54,457.14 | \$57,033.64 | \$59,714.45 | \$62,530.87 | \$65,485.51 | \$68,578.35 | \$71,842.00 | \$75,405.55 |
| 7 | Finance Clerk, Community Service Officer  | \$54,629.25 | \$57,274.85 | \$60,057.37 | \$62,978.11 | \$66,035.75 | \$69,230.29 | \$72,598.27 | \$76,220.49 |
| 8 | Code Enforcement  | \$56,106.57 | \$58,718.28 | \$61,500.79 | \$64,386.32 | \$67,410.06 | \$70,639.81 | \$73,971.27 | \$77,653.48 |

**Wages Effective May 1,  
2025**

3.25%

|   | <i>Clerical</i>   | <b>A-1</b>  | <b>B-2</b>  | <b>C-3</b>  | <b>D-4</b>  | <b>E-5</b>  | <b>F-6</b>  | <b>G-7</b>  | <b>H-20</b> |
|---|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Receptionist  | \$45,163.06 | \$47,150.51 | \$49,242.25 | \$51,406.36 | \$53,711.57 | \$56,124.73 | \$58,643.40 | \$61,449.15 |
| 2 | Records Clerk I, Village Hall Customer Service Clerk, Public Works Customer Service Clerk | \$49,753.83 | \$52,059.04 | \$54,436.63 | \$56,919.71 | \$59,545.11 | \$62,276.03 | \$65,149.24 | \$68,356.16 |
| 3 | Animal Warden   | \$52,857.27 | \$55,339.80 | \$57,930.03 | \$60,626.62 | \$63,499.57 | \$66,478.88 | \$69,635.89 | \$73,113.31 |

|   |  |             |             |             |             |             |             |             |             |
|---|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 4 | Records Clerk II   | \$54,152.38 | \$56,706.26 | \$59,366.51 | \$62,133.78 | \$65,078.08 | \$68,146.23 | \$71,374.60 | \$74,939.53 |
| 5 | Planning Clerk   | \$55,447.50 | \$58,072.73 | \$60,802.98 | \$63,640.92 | \$66,656.58 | \$69,813.60 | \$73,113.31 | \$76,765.75 |
| 6 | Utility Billing Clerk,<br>Accounts Payable, Accounts<br>Receivable | \$56,226.99 | \$58,887.23 | \$61,655.17 | \$64,563.13 | \$67,613.78 | \$70,807.14 | \$74,176.87 | \$77,856.23 |
| 7 | Finance Clerk, Community<br>Service Officer                        | \$56,404.70 | \$59,136.29 | \$62,009.24 | \$65,024.90 | \$68,181.91 | \$71,480.28 | \$74,957.71 | \$78,697.65 |
| 8 | Code Enforcement   | \$57,930.03 | \$60,626.62 | \$63,499.57 | \$66,478.88 | \$69,600.88 | \$72,935.61 | \$76,375.33 | \$80,177.21 |

**Wages Effective May 1,  
2026**

3.50%

|   | <i>Clerical</i>  | <b>A-1</b>  | <b>B-2</b>  | <b>C-3</b>  | <b>D-4</b>  | <b>E-5</b>  | <b>F-6</b>  | <b>G-7</b>  | <b>H-20</b> |
|---|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1 | Receptionist   | \$46,743.76 | \$48,800.78 | \$50,965.73 | \$53,205.59 | \$55,591.48 | \$58,089.09 | \$60,695.92 | \$63,599.87 |
| 2 | Records Clerk I, Village<br>Hall Customer Service<br>Clerk, Public Works<br>Customer Service Clerk | \$51,495.21 | \$53,881.10 | \$56,341.91 | \$58,911.90 | \$61,629.19 | \$64,455.69 | \$67,429.46 | \$70,748.62 |
| 3 | Animal Warden  | \$54,707.27 | \$57,276.69 | \$59,957.58 | \$62,748.55 | \$65,722.06 | \$68,805.64 | \$72,073.15 | \$75,672.28 |
| 4 | Records Clerk II   | \$56,047.72 | \$58,690.98 | \$61,444.34 | \$64,308.46 | \$67,355.81 | \$70,531.35 | \$73,872.71 | \$77,562.41 |
| 5 | Planning Clerk   | \$57,388.16 | \$60,105.28 | \$62,931.08 | \$65,868.35 | \$68,989.56 | \$72,257.07 | \$75,672.28 | \$79,452.56 |
| 6 | Utility Billing Clerk,<br>Accounts Payable, Accounts<br>Receivable                                 | \$58,194.94 | \$60,948.28 | \$63,813.10 | \$66,822.84 | \$69,980.27 | \$73,285.39 | \$76,773.06 | \$80,581.20 |
| 7 | Finance Clerk, Community<br>Service Officer  | \$58,378.87 | \$61,206.06 | \$64,179.56 | \$67,300.77 | \$70,568.28 | \$73,982.09 | \$77,581.23 | \$81,452.07 |
| 8 | Code Enforcement   | \$59,957.58 | \$62,748.55 | \$65,722.06 | \$68,805.64 | \$72,036.92 | \$75,488.35 | \$79,048.47 | \$82,983.42 |

## APPENDIX C

### CONDITION OF EMPLOYEE REPORT

Employee Name \_\_\_\_\_ Position \_\_\_\_\_

Supervisor name \_\_\_\_\_ Position \_\_\_\_\_

Work Location \_\_\_\_\_

Time Started Work \_\_\_\_\_ Time Relieved of Duty \_\_\_\_\_

Location Relieved of Duty \_\_\_\_\_

OPERATION: (Check one description in each category)

Balance: Sure \_\_\_\_\_ Unsure \_\_\_\_\_ Questionable \_\_\_\_\_  
Comments \_\_\_\_\_

Walking: Steady \_\_\_\_\_ Unsteady \_\_\_\_\_ Questionable \_\_\_\_\_  
Comments \_\_\_\_\_

Speech: Clear \_\_\_\_\_ Slurred \_\_\_\_\_ Questionable \_\_\_\_\_  
Comments \_\_\_\_\_

Attitude: Cooperative \_\_\_\_\_ Uncooperative \_\_\_\_\_ Questionable \_\_\_\_\_

Eyes: Clear \_\_\_\_\_ Bloodshot \_\_\_\_\_ Questionable \_\_\_\_\_

### RESPONSES TO SUPERVISOR'S QUESTIONS TO EMPLOYEE

Are you ill or injured? Yes \_\_\_\_\_ No \_\_\_\_\_ No Answer \_\_\_\_\_  
Comments: \_\_\_\_\_

Explain the reason for your physical condition \_\_\_\_\_

Are you under the influence of an illegal abuse drug or controlled substance?

Yes \_\_\_\_\_ No \_\_\_\_\_ No Answer \_\_\_\_\_

If yes, which one (s)? (Specify type of drug) \_\_\_\_\_

Did you report to work under the influence of said drugs?

Yes \_\_\_\_\_ No \_\_\_\_\_ No Answer \_\_\_\_\_

**CONDITION OF EMPLOYEE REPORT (Continued)**

DESCRIBE REASON FOR REPORT:

List any witnesses present, and attached written statements.

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Report Date:

Supervisor's Signature

Date:

Signature Witness



**APPENDIX D**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Village has selected Bensinger, DuPont, and Associates (BDA) to provide the EAP services. Simply call 800-227-8620. The EAP can help with

Depression

Stress Management

Anxiety

Family Conflict

Relationship Problems

Financial and Legal Concerns

Alcohol and Drug Addictions

Problem Gambling

Parenting Concerns

Child and Elder Care

Contact Human Resources if you have additional questions.