

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BERWYN And

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO

For and on Behalf of

AFSCME LOCAL 1041

January 1, 2021 to December 31, 2023

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ARTICLE I - PREAMBLE

This Agreement, entered into by the City of Berwyn, hereinafter referred to as the "Employer", and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1041, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

1. To determine the organization and operations of the City of Berwyn, including setting standards of service to the public and make and enforce reasonable rules and regulations and ordinances.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for services and types of services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.
6. To determine the need for new employees; to determine selection criteria for new employees; and to direct the employees of the aforementioned department, including the right to assign work and overtime, as well as establish hours of work.
7. To suspend, demote, discharge and take other disciplinary action or relieve from duty any employee for just cause, except in the case of probationary employees who may be terminated at will.

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes and Constitution of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement to the extent permitted by law.

ARTICLE III - RECOGNITION

Section 3.1. Exclusive Bargaining Representative.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all full-time and permanent part-time employees who work at least twenty (20) hours/week for the Employer in the job titles listed in Appendix A of this Agreement.

Section 3.2. Bargaining Unit Work.

The Employer will assign bargaining unit work to bargaining unit employees only.

ARTICLE IV - UNION RIGHTS

Section 4.1. Union Activity During Working Hours.

Local representatives, officers, and union stewards shall be allowed reasonable time off with pay during working hours in order to conduct Union business. Up to four (4) hours in a given workday shall be allowed for investigation and processing of grievances or to attend grievance meetings, labor/management meetings, meetings concerning modifications of and supplements and successors to this Agreement, committee meetings for committees that have been established by this Agreement, or meetings called for or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of their being Union representatives, stewards, witnesses, or grievants. In the event that Union business will consume two (2) hours or more, 24- hour notice shall be given to the employee's immediate supervisor or department head.

Section 4.2. Access to Premises by Union Representatives.

Local representatives, officers and AFSCME Staff shall have reasonable access to the premises of the Employer, upon notification to the director of the department with whom the Union will be visiting, provided such visits do not disrupt the operations of the Employer.

Section 4.3. Time Off for Union Activities.

Union representatives shall be allowed time off for legitimate Union business such as Union Meetings, statewide or area-wide Union committee meetings or Council or International conventions. Such time off shall not be detrimental in any way to the employee's record.

Up to six (6) days' leave with pay shall be allowed for the use of designated representatives to attend such meetings and conventions; these days are granted in addition to the employee's individual leave time, and may be taken by the designated representatives in any combination (e.g. one member utilizing all three days; three members utilizing one day each; one member utilizing two days and another member utilizing one day). Any additional days needed for such business shall be conditioned upon the employee having time available to use; otherwise the time will be granted as an unpaid leave of absence for Union business.

Section 4.4. Union Bulletin Boards.

The Employer shall provide a bulletin board for each building in which bargaining unit employees work or report to work if in the field, which shall be for the sole and exclusive use of the Union. The Union shall also have access to employee mailboxes where available.

Section 4.5. Information Provided to Union.

The Employer shall promptly notify the Union President in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges, terminations, temporary assignments and transfers. At least once per month and upon request, the Employer shall also provide to the Union, in an Excel file, the employee's job title, worksite location, work telephone numbers, employee identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an excel file, the following information about the new employee: the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

The Employer shall furnish the Union with a seniority roster on an annual basis, subject to notification of changes set forth above, which shall include employee addresses.

Section 4.6. Union Orientations.

New Employee orientation: The Union shall conduct union orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit (unless the Union chooses another date) at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour, and shall take place during employees' regular working hours with no loss of pay to the employees involved.

Annual Orientation -- The Employer and the Union are committed to ensuring that employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the Parties agree that providing annual training to employees is important and that Departments and the Union should, therefor, endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to one hour per year of such training. Where a Department has scheduled such training, the union training

may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

Section 4.7. Privacy

The Employer shall not disclose the bargaining unit employee's home address (including zip code and county), employee's date of birth, employee's home and personal phone number, employee's personal email, any information personally identifying employee membership or membership status in the Union or a labor federation (including whether employees are members of such organization, the identity of the 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 emails or other communications between the Union and its members.

As soon as practicable after receiving a request for any information prohibited from disclosure, excluding a request from the Union, the Employer must provide a written copy of the request, or a written summary of any oral request, to the Union and to the employee(s). The Employer must also provide a copy of any response it has made within five (5) business days of sending the response to any request.

ARTICLE V- CHECKOFF/UNION SECURITY

Section 5.1. Deductions.

Upon receiving written authorization from the Union, the Employer agrees to deduct any or all of the following :

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs; and
- c) P.E.O.P.L.E. contributions.

Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction. Deductions shall be remitted bi-weekly to the Union at the address designated in writing to the Employer by the Union.

Section 5.2. Availability of Cards.

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 5.3. Information Provided to Union.

The aggregate deduction of all employees, and a list of the names of all employees in the bargaining unit and their individual deductions shall be remitted bi-weekly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic

form. The Union shall advise the Employer of any increase in deductions in writing at least thirty (30) days prior to its effective date.

Section 5.4. Indemnification.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI - NON-DISCRIMINATION

Section 6.1. Prohibition Against Discrimination.

There shall be no discrimination against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation and/or beliefs.

Section 6.2. Limitations of Grievance Procedure.

If an allegation of discrimination is processed through the grievance procedure, such allegation will be excluded from the arbitration procedure if the employee seeks redress through an agency whose jurisdiction encompasses enforcement of compliance with said appropriate laws (i.e. EEOC, Fair Employment Practices agencies).

Section 6.3. Union Membership and Activity.

No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or activities on behalf of the Union.

ARTICLE VII - EMPLOYEE DISCIPLINE

Section 7.1. Employee Discipline.

The Employer shall not discipline or discharge any post-probationary employee without just cause and notification of the Union steward or his/her designee. The Employer further agrees that notification of possible disciplinary action shall be given within three (3) working days of the infraction, or the Employer becoming aware of the infraction causing possible disciplinary action to be considered. Once discipline has been determined, it will be implemented in a timely fashion.

Section 7.2. Corrective Discipline.

The Employer agrees with the tenets of progressive and corrective discipline, i.e., verbal warning, written warning, decision-making paid leave/counseling session, suspension or discharge, if warranted for like infractions. **Nothing in section precludes the Employer giving verbal counseling outside disciplinary process.**

Once disciplinary action has been decided the Employer Administration shall not increase the discipline. After all appeals have been exhausted, or the Employee informs the Employer, in writing, of his/her intention not to appeal, the discipline shall be immediately imposed unless the parties mutually agree otherwise. The Employer will provide a copy of the discipline to the Union.

Section 7.3. Removal of Discipline.

Any written warning in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the type or kind of conduct giving rise to the warning. An employee can request that expired warning notices be removed from his/her personnel file.

Section 7.4. Investigatory Interview.

If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds to believe that the interview may be used to support disciplinary action against the employee or another bargaining unit member. The Employer will inform the employee of their right to union representation. If the employee requests Union representation, the Employer may either conduct the investigatory interview with the Union representative present or simply proceed with the investigation without interviewing the employee, as the Employer may deem appropriate. If the employee waives the right to union representation, the Employer will have the employee sign the waiver form.

Section 7.5. Pre-disciplinary Meetings.

The Employer shall call a meeting to notify an employee of the decision to suspend or discharge the employee. Upon request of the employee, the Employer shall notify the Union of such meeting and shall thereafter meet with the employee involved and the Union and inform him/her of the reason for the contemplated disciplinary action, including a general description of the evidence against the employee. Also, a Union representative shall be allowed to attend the meeting if requested by the employee.

The employee and the Union shall be given an opportunity to rebut or clarify the reasons for the contemplated discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

Section 7.6. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.7. Notification and Measure of Disciplinary Action.

- a) In the event disciplinary action is taken against an employee, other than the issuance of an oral or written warning reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons for the disciplinary action. The measure of discipline and the statement of reasons may be modified after the investigation of

the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances, unless such misconduct or rule violation was unknown at the time the discipline was imposed.

- b) In the event an allegation of misconduct is under investigation by the Employer, the Employer reserves the right to reassign the employee to another job function or duties, as well as putting the employee on administrative leave.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1. Grievance.

- a) A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of this Agreement or any rule or ordinance adopted by the Employer which impacts upon wages, hours or working conditions.
- b) An employee is entitled to Union representation at each and every step of the grievance procedure, if the employee so chooses to invoke.

Section 8.2 Grievance Steps.

Step 1: The employee and/or the Union shall orally raise the grievance with the employee's immediate supervisor who is outside the bargaining unit (in the case of most Library employees, the Library Director). The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure.

- a) All grievances must be presented no later than fifteen (15) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint.
- b) The supervisor shall render a written response to the grievance within ten (10) working days after the grievance is presented.
- c) The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist.

Step 2: In the event that the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Chair of the Administration Committee (in the case of Library employees, to the Chair of the Library Board) or his/her designee within ten (10) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented to Step 2, the Chair shall discuss the grievance with the Union. The Chair shall render a written answer to the grievance within ten (10) working days after such discussion is held and provide a copy of such answer to the Union.

Step 3: If the grievance is still unresolved, it shall be presented by the Union to the Mayor, or the Mayor's designee, in writing within ten (10) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within ten (10) working days after the Step 1

response, or after the Step 1 response is due, if Step 2 is not applicable. Within ten (10) working days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Mayor, or Mayor's designee, shall give his/her written response within ten (10) working days following the meeting. If no meeting is held, the Mayor, or Mayor's designee, shall respond in writing to the grievance within ten (10) working days of receipt of the grievance.

Step 4: Arbitration. If the matter is not adjusted in Step 3, or no answer is given within the time specified, the Union by written notice to the Employer within twenty (20) working days after the Step 3 answer, or after such answer was due, as the case may be, appeal the grievance(s) to Arbitration. If the grievance(s) is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within five (5) working days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, from the Illinois, Indiana, Michigan, and Wisconsin area. The parties shall alternately strike the names of three (3) the arbitrators, with a coin flip taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators, at the cost to the party rejecting the panel alone. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union selecting party, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Section 8.3. Arbitration Procedures.

- a) The parties shall follow the Voluntary Rules of the American Arbitration Association except where these rules conflict with the express terms of this Agreement, in which case this Agreement shall prevail.
- b) The parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.
- c) The Employer or Union shall have the right to request that the arbitrator require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.
- d) Questions of arbitrability shall be decided by the arbitrator. The Employer may demand a ruling on procedural arbitrability prior to moving to the hearing on the substantive merits. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.
- e) The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.
- f) The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

Section 8.4. Time Limits.

- a) "Working days" shall be defined as Monday through Friday, excluding Holidays listed in Article IX.
- b) Grievances may be withdrawn at any step of the Grievance Procedure without precedent or prejudice.
- c) Grievances not appealed within the designated time limits will be treated as settled based upon the Employer's last response.
- d) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved.

Section 8.5. Time Off, Meeting Space and Telephone Use.

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.
- b) Meeting Space and Telephone Use: The employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities, fax and email for the purpose of investigating or processing grievances.

Section 8.6. Advanced Grievance Step Filing.

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at an advanced step. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 8.7. Pertinent Witnesses and Information.

Upon request by the Union, the Employer shall produce specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration.

ARTICLE IX- HOLIDAYS

Section 9.1 Holidays.

All regular personnel shall be entitled to the following recognized holidays (except Library employees, see 9.1.a) with eight hours pay at the employee's base rate for hourly personnel. Salaried personnel will receive their regular pay.

New Year's Holiday
Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Birthday

9.1 a. Library Holidays

New Year's Holiday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
Birthday

Section 9.2. Holiday Pay and Work Requirements.

If the holiday falls on a Saturday, the employee shall be given the Friday as the holiday. If the holiday falls on a Sunday, the employee shall be given Monday as a holiday. The employee must work both the

work day before and the workday after the holiday in order to receive pay for the holiday, unless otherwise excused by any reason acceptable to the Employer. If an employee's regularly scheduled day off falls on the holiday received off, the employee will receive an extra scheduled day off to be put into a time due bank which may be utilized upon the approval of the department head. If an employee works on the day of the holiday, the employee shall be given 1 ½ (time and one half) credit for all worked performed on the holiday (except that employees in the Public Works department who are in this bargaining unit will receive 2 times) credit for all work performed on the holiday for use at the employee's discretion, as pay or compensating time-off. However, if an employee in the Public Works department chooses to take pay rather than compensating time-off, the employee shall be given 1 ½ times his/her regular pay.

ARTICLE X -PROBATIONARY EMPLOYEES

Section 10.1. Probationary Period.

An employee is a probationary employee for his/her first ninety (90) days of employment.

Section 10. 2. Seniority.

A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

Section 10.3. Promotional Probationary Period.

A promoted employee may be returned to his/her former position classification anytime within (60) sixty days after such promotion due to inability to perform duties and responsibilities of the newly promoted position classification. An employee shall have the right to revert to a former position within (60) sixty days without loss of seniority.

ARTICLE XI- SENIORITY

Section 11.1. Definition.

- a) "Seniority" is defined as the amount of total continuous service with the Employer, within the bargaining unit employees shall retain and accrue seniority while on paid leave and shall retain but not accrue seniority while on unpaid leaves.
- b) In addition such seniority shall include layoffs.
- c) "Classification Seniority" shall be defined as the amount of continuous service, which an employee has spent in his/her current classification.
- d) "Department Seniority" shall be defined as the amount of continuous service that an employee has spent in his/her current department.
- e) Seniority for part-time employees shall be prorated based upon the percentage of full time that each part-time employee works.

Section 11.2. Reinstatement of Seniority.

Reinstatement of Seniority: A former employee who wishes to be rehired into the last classification held prior to leaving employment may be given preference if:

- a) The former employee resigned on a voluntary basis and left in good standing;
- b) Application for rehire is made within one (1) year of the date of resignation; and
- c) There exists a current vacancy that cannot be filled from within the bargaining unit.

ARTICLE XII -LAYOFF AND RECALL

Section 12.1. Procedure.

If management should determine a layoff is necessary for lack of funds or lack of work, the layoffs shall be in inverse order of seniority within classification. An employee subject to layoff shall be able to exercise his/her seniority for the following options in lieu of layoff in the order set forth below, provided that the employee is qualified for the position:

- a) To fill a vacant position with the same salary range;
- b) To displace an employee with the least seniority in a job title with the same salary range or rate in the department; or
- c) To fill a vacant position or to displace an employee with the least seniority in a job title with a lower salary range or rate.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees with no further rights to a, or b, or c above shall be considered laid off.

An employee who has been laid off shall have the right to exercise his/her seniority to fill a vacancy with an equal or lower salary range or rate, provided the employee is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off employees of such vacancies.

Section 12.2. Recall.

When the Employer determines to increase staffing in those classifications where employees have been laid off, laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff for a period of up to eighteen (18) months. Employees who filled vacant positions or displaced other employees in lieu of being laid off, and laid off employees who filled vacant positions shall have the right to be recalled to their original positions.

Section 12.3. Notice.

The Employer shall notify the Union sixty (60) days prior to the intended effective date of a planned layoff. Employees subject to layoff shall be given thirty (30) days notice by the Employer prior to the

effective date. The Employer may immediately remove employees from their positions, with pay, prior to the effective date of layoff.

ARTICLE XIII - FILLING OF VACANCIES

Section 13.1. Posting.

Whenever the Employer intends to fill a job vacancy as defined below, a notice of such vacancy shall be provided to the Union President and posted on all bulletin boards for no less than ten (10) business days and such vacancy shall set forth the date of posting, the opening and closing date for applying, the required knowledge, skills, ability, rate of pay or pay grade, job description and any other requirements for the job. In the event two or more applicants' skills are relatively equal, as determined by the Employer, seniority will prevail.

Section 13.2. Definition of Vacancy.

A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions including creation of a new position.

Section 13.3. Temporary Vacancies.

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time shall not be considered temporary job openings.

Section 13.4. Selection.

The Employer shall fill the vacancy by selecting among qualified bidders. In the event two or more applicants are equally skilled, seniority will prevail.

Section 13.5. Integrity of Procedure.

An outside bidder will not be hired unless no current employees who are qualified for the position have submitted bids.

No positions shall be filled nor shall any employee be moved to a different classification or shift without using the above procedure.

ARTICLE XIV- HOURS OF WORK

Section 14.1. Normal Work Week and Work Day.

The hours of work for the bargaining unit shall be based upon operational needs of the Department, but shall generally include the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday.

In the Building Department, one Building Inspector and one Illegal Apartments Inspector may be required to work on Saturdays. If so, they must receive a compensating day off during the week. The method for choosing which employee will work on Saturday is reverse seniority.

Evening and weekend scheduling for full-time employees assigned to public service areas of the Library will be done on a rotating basis mutually agreed upon within each Library department.

Section 14.2 Overtime Pay.

Employees shall be paid at the rate of one and one half (1 1/2) times their normal rate of pay for each hour worked outside their normally scheduled shift when such time is required to be worked by the Employer, with a supervisor or department head approval.

Employees who take overtime as compensatory time may accumulate up to forty (40) hours of compensatory time to be used at a time of the employee's choosing, as long as it does not interfere with the Employer's operational needs. An employee's accumulated compensatory time will roll over each year, but time in excess of 40 hours shall be paid at the appropriate rate.

The amount of compensatory time off for each hour of overtime performed will be in accordance with the actual hours worked on the over-time basis with department head approval.

Section 14.3. Jury Duty.

An employee called to serve jury duty shall remit to the Employer any monies received as jury duty pay and the Employer shall pay the employee his/her straight time hourly rate for all hours spent on jury duty; overtime shall not be paid for jury duty.

Section 14.4. Breaks.

All employees working six (6) or more hours shall, except upon mutual agreement whereby an employee may shorten his/her meal break in order to leave early or arrive late for their shift without loss of pay, be granted a sixty (60) minute, paid meal period during each work shift. Whenever possible, this meal period shall be scheduled near the middle of each shift, but may be scheduled according to operational needs.

In addition, morning and afternoon breaks (afternoon and evening for later shifts) of fifteen (15) minutes each will be allowed except when such a break would interfere with the Department's operational needs.

Section 14.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 14.6. Shift Preference.

Employees in the Water Department shall be entitled to exercise seniority to change or retain shift assignments. On April 1st of each year, employees within each department shall have an opportunity to exercise seniority to bump into a different shift. An employee who is bumped shall subsequently be allowed to exercise his/her right to retain his/her shift assignment by bumping as well. An employee who is displaced onto another shift shall be given two weeks notice prior to the shift change taking effect.

Shifts as currently practiced in other Departments will not change.

ARTICLE XV- TEMPORARY ASSIGNMENT

Section 15.1. Temporary Assignment.

The Employer may temporarily assign an employee to perform the duties of another job title. An employee temporarily assigned to a position with a lower rate of pay shall receive his/her regular rate of pay. In those cases where the employee performs the duties of a higher paying classification, they shall be paid at the rate of the higher classification but in no case shall they receive less than 10% above their regular rate of pay.

Section 15.2. Rotation.

The Employer shall rotate such temporary assignments within the department where the temporary assignment occurs.

The time limits for temporarily filling a position classification shall be as follows, unless the parties agree otherwise:

- a) for no more than thirty (30) days while the Employer posts and fills a vacant position.
- b) for the duration of the incumbent employee's leave of absence, up to a maximum of three (3) months.

ARTICLE XVI•PERFORMANCE EVALUATIONS

Section 16.1. Evaluations.

The Employer will not utilize annual performance evaluations for the duration of this contract. The Union and the Employer encourage regular, informal, non-disciplinary discussions and conferences between employees and their supervisors.

ARTICLE XVII - SICK LEAVE

Section 17.1.Sick Days.

The Employer provides paid sick-time off to employees who **work 30 hours or more a week for use when they are sick**. All employees shall earn twelve (12) sick days per year, effective from their date of hire, on a pro-rated basis. Sick days for part-time employees are prorated based upon the employee's

scheduled work time for the position (e.g. a twenty (20) hour week job received one-half (1/2) the accrual of a full time employee). The Department Head may require a certificate from a physician when an employee is sick for three (3) or more consecutive days. The Employer will allow the employees to carry unused sick-days from year to year, to a maximum of thirty (30) days. Employees with more sick days than the maximum of thirty (30) at the end of the year will be compensated as though they worked for each unused sick day.

Section 17.2. Major Medical Leave.

In cases of major illness, certified by a physician the following schedule for paid major medical leave shall take effect **for those employees working 20 or more hours a week:**

From six (6) months of service up to completion of the second year of continuous employment, the full time employee shall receive a maximum of three (3) weeks full pay after a waiting period of ten (10) working days in which an employee may use his/her accrued sick time or other benefit time, or take the time unpaid.

From the beginning of the third year of employment up to completion of the fifth year of employment, the employee will receive up to a maximum of four (4) weeks full pay after a waiting period of ten (10) working days in which an employee may use his/her accrued sick time or other benefit time; or take the time unpaid.

After the completion of the fifth year of employment, the employee will receive **up to a maximum of eight (8) weeks of full pay after a waiting period of 5 days.**

Recapture of Major Medical Leave: An employee is not eligible for major medical leave after he or she has exhausted same, until twelve (12) months from the date of his/her return to work. An employee may, however, utilize any unused major medical leave for the same major illness that occurs or re-occurs during the twelve (12) month recapture period. No waiting period is required in those instances of a recurring major illness where unused leave is still available.

Section 17.3. Use/ Abuse of Sick Days.

The Employer provides paid sick-days for employees to use when they are sick or infirmed, or when members of their family or household are sick or infirmed. Sick leave abuse will not be tolerated and may result in significant discipline. Sick leave abuse shall be defined as the use of sick days for reasons other than illness or infirmity. If the Employer is able to prove that a sick day was used for other than allowed above, the extent of discipline will be an oral warning, and the employee will either receive no pay for that day or be allowed to use personal or vacation time. Subsequent abuse will follow the steps of progressive and corrective discipline, as well as receiving no pay for those days.

If the Employer believes that an employee has established a pattern of abuse, the Employer shall so notify the employee and discuss this alleged pattern with the employee so as to put him or her on notice. This will constitute counseling and carries no discipline.

Section 17.4. Personal Days.

Each employee shall have four (4) personal days per calendar year, except for Library employees who, because of reduced holidays, will receive nine (9) personal days. Personal days shall not carry over from year to year.

Section 17.5. Attendance Guidelines.

- a) The Employer recognizes that there are times when an employee must be absent. Therefore, the Employer must establish attendance guidelines and procedures for reporting time off. When incidents of absenteeism become excessive, as to be determined by the Department Head or the employee's immediate supervisor, or the absence begins to affect the employee's effectiveness or contributes to reduced service levels, disciplinary measure may be taken. An "absence" shall be defined as anytime an employee is absent from work for an unscheduled, unexcused reason. "Incidents of absenteeism" shall be defined as more than one consecutive day off for an unscheduled reason.
- b) Excessive Absenteeism: It is expected that all employees will be available for work on a regular and routine basis. In the event of an employee's unexcused absence from the workplace, the Department Head may discipline said employee by not paying him for the unexcused day off. On the second incident of unexcused absence in one calendar year, the employee be terminated. An "unexcused absence" shall be defined as a day the employee is not at work without permission.
- c) Any unexcused absence for three (3) consecutive workdays may result in termination of employment. An employee who is calling off sick shall do so, whenever possible, not less than one (1) hour prior to his/her regularly scheduled starting time. In the event that the employee cannot do so, she will do so as soon as feasible. Failure to call as soon as feasible may result in the employee not being paid for the day off and will also count as an unexcused absence day.

Article XVIII- Leaves of Absences

The Employer shall comply with the requirement of the Family and Medical Leave Act ("FMLA"), and other legal requirements such as Military Leave, Family Military Leave, Victim's Economic Security and Safety Act (VESSA), and School Visitation Leave provided the employee complies with the requirements.

Section 18.1 FMLA

Employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described under the following Family/Medical Leave Policy, which shall be administered in accordance with applicable state and federal laws:

1. Employees are eligible if they have been actively employed for 12 months, and worked at least 1250 hours (an average of 25 hours per week) during those 12 months. Salary compensation

during any leave period shall depend upon the employee's qualifying for sick pay under the Sick Leave Policy.

2. Under the circumstances provided below, each eligible employee shall have up to a total of 12 weeks leave during any one-year period.
3. A family leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious illness of the employee's child, spouse, or parent.
4. A medical leave shall be granted upon the employee's own serious illness.

While utilizing FMLA provisions, an employee shall continue to accrue seniority and have his/her insurance benefits maintained. Upon return to work, the employee shall be restored to their original or equivalent position which involves the same or substantially similar duties and responsibilities with equivalent pay, benefits and other terms and conditions of employment.

While utilizing FMLA provisions, the employee may choose to either use all or part of their accumulated paid time off, or may choose to take the time off without pay.

Section 18.2 Personal Leave.

May be granted or denied at the discretion of the Employer based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are unpaid and may only be for specific periods of time as the operational needs allow. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

Section 18.3 Educational Leave.

May be granted at the discretion of the Employer without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Employer. Every effort will be made to place the employee returning from this type of leave to the same or substantially similar position.

Section 18.3 (a) Educational Reimbursement.

To the extent the City of Berwyn deems appropriate based on budgetary considerations, the City will reimburse employees covered by the terms of his Agreement who enroll in a credited course of continuing education which will directly benefit the City as determined by the respective Department Head. The terms of reimbursement must be agreed upon in writing prior to the employee incurring his or her tuition expenses. Reimbursement requests shall not be unreasonably denied. The maximum reimbursement is \$5000 per year. Any employee receiving educational reimbursement shall be expected to remain an employee for a year after their last reimbursement. If the employee terminates their employment within a year, then the employee will have to repay the City for 100% of any reimbursement received.

Section 18.4. Continuation of Health Insurance for Service Connected Disability.

In the event that an employee is injured on the job, the Employer will continue to provide health insurance coverage to the employee for one year. Every effort will be made by the Employer to place the employee returning from this type of leave to the same or substantially similar positions.

Section 18.5. Military Leave.

The Employer shall comply with all local, state, county and federal laws regarding time-off for military obligations.

Section 18.6. Bereavement and Funeral Leave.

Bereavement leave with pay will be granted for up to three (3) working days when there is a Death in an employee's immediate family. An employee's immediate family is defined as the employee's spouse or domestic partner, parents, parents-in-law, legal guardian, grandparents, grandparents-in-law, children, step children, foster children, grandchildren, brothers, sisters, or anyone living in the employee's household at the time of their death. If the employee must travel three hundred (300) miles or more, the employee will be granted an additional two (2) working days with pay.

In addition, funeral leave of up to (1) full day (8 hours) will be granted to an employee in order to attend the funeral if a family member, friend, or colleague not included in the list above, as long as it does not interfere with the Department's operational needs.

Section 18.7. Child Care

An employee with one or more years seniority shall be granted paternity and maternity leaves of absence with pay for a period not to exceed eight (8) weeks upon a birth or adoption of a child of preschool age or younger.

ARTICLE XIX- VACATION

Section 19.1. Eligibility and Allowances.

All employees covered by this Agreement shall be eligible for paid vacation time after the completion of their probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation shall be earned as follows:

<u>Total Length of Service</u>	<u>Vacation Days</u>
After 1 Year	5 days
2-4 Years	10 days
5-6 Years	15 days
7-8 Years	16 days
9- 10 Years	17 days
11-12Years	18 days
13- 14 Years	19 days
15- 20 Years	20 days
After 21 Years	21 days

22 Years	22 days
23 Years	23 days
24 Years	24 days
25 and More Years	25 days

The vacation schedule will run from January 1 to December 31. Employees shall choose vacation time based on seniority. The number of employees allowed to take vacation in a given week shall be subject to the operational needs of the Employer.

Section 19.2. Vacation Pay.

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

Section 19.3 Part Time Employee Conversion.

Vacation days for part-time employees are prorated based upon the employee's scheduled work time for the position (e.g. a twenty (20) hour per week job received one-half (1/2) the accrual of a full time employee.

ARTICLE XX- INSURANCE

Section 20.1.Group Hospitalization.

The Employer will maintain a group hospitalization and medical insurance coverage for all employees and their families. The Employer and representatives of this bargaining unit further agree that both parties shall discuss the specifications, provided that in no case shall the Employer purchase an insurance plan which shall have the effect of reducing the medical and hospitalization benefits presently enjoyed by the members under the current existing insurance policy.

The Employer will pay 87.5% of the premium costs and Employees will pay 12.5% of the premium costs.

Section 20.2. Other Benefits.

The Employer shall make available optional dental, optical care benefits, the cost of which is shared by the employee.

Section 20.3. Life Insurance.

The Employer shall provide at no cost to the employee, a \$25,000 term life insurance policy. Employees shall be allowed to purchase through the Employer, additional life insurance coverage at the rates provided to the Employer. Said premiums for additional coverage shall be paid to the Employer through payroll deductions.

Section 20.4. Insurance Re-Opener.

The employer agrees to meet with the Union Representation to discuss the possibility of an employee contribution premium reduction. This re-opener shall address the 2013 benefit plan year, and shall only pertain to the possibility of a decrease in the employee contribution rate.

ARTICLE XXI - RESIDENCY

Employees shall be encouraged to live within the following areas: Cook, DuPage, Lake, Will, Kane and Kendall County.

ARTICLE XXII- LABOR/MANAGEMENT COMMITTEE

Section 22.1. Labor/Management Meetings.

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings may be held upon request by either party between the employee representatives and Union representatives. Such meetings may be requested by either party seven (7) days in advance. Such requests for a meeting shall be in writing. Either party requesting such a meeting shall state the reason for the meeting.

Section 22.2. Scope of Labor/Management Meetings.

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Labor management conferences shall not be available to discuss any matter that is subject to negotiations for the purpose of altering any or all terms of this Agreement; however, nothing contained herein shall deny the parties their contractual right to mutually alter any provision of this Agreement.

Section 22.3. Meeting Times for Labor/Management Meetings.

The parties agree that such meetings shall not be held during working hours unless mutually agreed to otherwise.

ARTICLE XXIII- SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should 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 a decision, the Employer 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 utilized.

ARTICLE XXIV - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting 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 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. Therefore, the Employer and the Union for the duration of this Agreement, each voluntarily and non-qualified, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement and its impact even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE XXV- NO STRIKE OR LOCKOUT

Section 25.1. No Strike.

Neither the Union nor any agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, or "wildcat strike" during the terms of this Agreement.

Section 25.2. No Lockout.

The Employer will not lockout any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union. However, if the Union violates Section 25.1 above, or any of its members individually or as a group Section 25.1 shall be officiated and the Employer is free to lockout the bargaining unit employees.

ARTICLE XXVI- WAGES

Section 26.1. Wages.

All bargaining unit employees employed as of December 31, 2020, shall receive a 2.5% wage increase and an hourly increase of twenty-five (.25) cents retroactive to January 1, 2021, and an additional 2.75% wage increase effective January 1, 2022, and an additional 2.75% wage increase effective January 1, 2023. Any and all wage adjustments above said wage schedule for City employees only shall be the prerogative of the Mayor. If the minimum wage rate is increased over \$14 per hour during the term of the contract or the Berwyn Library wishes to make adjustments above the said wage schedule, then there shall be a reopener on wages only.

The minimum wage paid to bargaining unit employees shall be \$14.00 per hour.

Those employees in the Building Department who receive ICC Residential Property Maintenance Certification will receive an increase of 10% on his/her base salary.

Section 26.2. Bilingual (Spanish speaking) Pay.

Effective January 1, 2015, job positions which require the employee to be bilingual (Spanish speaking) shall receive one hundred dollars (\$100) per month stipend, not to be added to salary.

The library will be allotted three (3) full-time stipends of one hundred dollars (\$100) each and two (2) part-time stipends of (\$50) each. The breakdown is as follows:

- Two (2) full-time stipends to two (2) library assistants within circulation.
- One (1) full-time stipend to a full-time library assistant II within youth services.
- Two (2) part-time stipends to two (2) library assistant I positions within circulation.
- One (1) full-time stipend to one (1) department head within Circulation.
- One (1) part-time stipend to one (1) library assistant 1 position in audio visual.
- One (1) full-time stipend to one library assistant II in reference.
- One (1) full-time stipend to one librarian in Reference.
- One (1) full-time stipend to one department head in Reference.
- One (1) full-time stipend to one library assistant I or II in Teen Services.
- One (1) full-time stipend to one department head in Outreach.

The stipends may be reassigned due to operational needs by mutual agreement only.

City Hall will be allotted two (2) full-time stipends of one hundred dollars (\$100) each and six (6) part-time stipends of fifty dollars (\$50) each. The breakdown is as follows:

- One (1) full-time stipend to the switchboard operator.
- One (1) full-time stipend to a water clerk.
- Two (2) full-time stipend for a collection clerk.
- Three (3) part-time stipends for building clerks and/or inspectors.
- One (1) full-time stipend for senior services.
- One (1) part-time stipend for senior services.
- Four (4) full-time stipends for (4) building clerks and/or inspectors.
- One (1) full-time stipend for benefits department.

CDBG will be allotted one (1) full-time stipend.

Section 26.3. Severance Pay.

An employee who has twenty (20) years or more of service with the City of Berwyn, shall upon permanent retirement receive severance stipend of ten (10) weeks provided that the employee gives proper notice of at least thirty (30) days before either their anniversary date or the day they intend to retire. Payment of such severance will not occur until after thirty (30) days from employee's last date of pay. Severance pay will not be calculated for purposes of pension. This provision will sunset on January 1, 2024.

ARTICLE XXVII- PERSONNEL POLICIES

All personnel policies, rules and regulations of the City of Berwyn's Personnel Policies Handbook in effect as of the effective date of this agreement are made part of this contract. In the event there is a conflict between such policies and the provisions of this agreement, the provisions of this agreement shall prevail.

ARTICLE XXVIII- DURATION AND TERMINATION

The Agreement shall be effective as of the date the contract is executed by both parties and shall remain in full force and effect until the 31st day of December, 2023. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations will begin no later than five (5) days prior to the anniversary date.

In the event that party desires to terminate this Agreement, written notice must be given to the party no less than ten (10) days prior to the desired termination date, which in no case shall be prior to the anniversary date in any subsequent year to the expiration date of the contract.

Executed on this 9th day of March, 2021.

City of Berwyn



Mayor

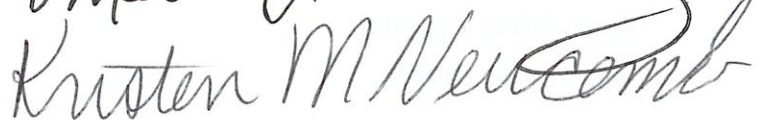


City Clerk

AFSCME



AFSCME Council 31



APPENDIX A: Recognized Bargaining Unit Titles

All full-time and permanent part-time employees of the City of Berwyn in the following job titles:

Administrative Assistant

A/P Clerk

Blight Inspector

Blight Supervisor

Building Inspector (I & II)

Business License Inspector

Clerk

Clerk/Public Works

Compliance Clerk

Fire Chief Secretary

Housing Rehab Coordinator

HR Benefits Clerk; Benefits Coordinator

Janitor

Maintenance Worker

Office Manager Payroll Clerk

Permit Clerk

Public Works Secretary

Pump Attendant Receptionist

Revenue Licensing Assistant

Scheduler

Collections Supervisor

Senior Compliance Clerk

Water Billing Clerk

Water Billing Supervisor

Water Meter Reader

Employees of the Berwyn Public Library in the job titles of:

Administrative Assistant

Building Maintenance Supervisor

Building Maintenance Assistant

Clerk

Library Assistant I Library Assistant II Page

Librarian I

Librarian II


Department Head/Department Supervisor

Head of Information Technology [currently vacant]


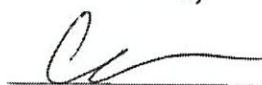
Memorandum of Understanding
Between
City of Berwyn/Berwyn Public Library
And
AFSCME Council 31, Local 1041

The parties agree to meet during the term of the Agreement to discuss creating a nine day work schedule for eligible employees in Local 1041.

For the City:


Date: 3/6/2001

For the Union:



Date: 3/10/21