Article 15: Work Period and Overtime

15.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed one hundred (100) hours of accumulation. ~~Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement~~. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.

15.2 Nothing herein shall restrict the Village Manager or his designee from altering the starting and quitting time and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or compensatory compensation (time and one half) is paid as prescribed In 17.1 above. These changes shall not be arbitrary or capricious.

15.3 Overtime work will be equally distributed among eligible/qualified employees. An eligibility list will be established by seniority and rotation used for overtime assignments.

15.4 Employees shall be required to work overtime as directed unless excused by a supervisor. In the event any employee is required to work overtime, he/she shall not be requested to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

15.5 All bargaining unit members will be required to use the Village's electronic time keeping system.

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Article 37: Compensation Plan

37.1 All Bargaining Unit Members will receive a four percent (4%) Across the Board increase payable the first full pay period of fiscal year ~~2024-2025~~ 2026-2027 which begins Wednesday, October 7 ~~2~~ through Tuesday, October 13 ~~8~~. ~~Across the Board increases shall be paid retroactively to the first full pay period of fiscal year 2024-2025.~~ For fiscal year 2026-2027 ~~the duration of the contract~~, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across-the-Board increase.

37.2 Employees who are "Topped Out" for fiscal year ~~2024-2025~~ 2026-2027 will not receive merit increases. ~~Employees who are "Topped Out" shall receive the Across-the-Board increase.~~

Employees who are "topped out" will not be eligible for a merit increase. No base wage increase, cost of living or adjustments should exceed the maximum pay range of the position. "Topped out" bargaining unit members will be provided a lump sum payout for the "Across the Board" increase **only.**

After an employee reaches the top out rate, but thereafter is no longer topped-out due to range adjustments, such employee would become eligible for any negotiated merit-based increases for the applicable time period until they reach the top out rate again.

37.3 All Bargaining Unit Members shall be evaluated, in order to be eligible for a two (2%) merit increase for fiscal year 2026-2027 ~~2024-2025~~. If a score of 27 is received on the General Employee Evaluation, the member can appeal. (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 36 is received on the Supervisor Employee Evaluation Form, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker.

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