

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) DISTRICT # _____
 Recommendations of Boards, Commissions & Committees (Green) Waiver of First Requested _____
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE : May 31, 2012

B of T June 7, 2012

SUBJECT: Agreement with AFSCME, Council 31, Local 89

SUBMITTED BY: David A. Hulseberg, Village Manager

BACKGROUND/POLICY IMPLICATIONS:

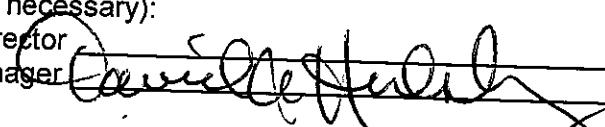
Resolution approving an Agreement between the Village of Lombard and the American Federation of State, County and Municipal Employees (AFSCME) Council 31, Local 89.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director

Village Manager



Date _____

Date 6/1/12

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.

11 5/21



TO: Honorable President and Board of Trustees
FROM: David A. Hulseberg, Village Manager *Dah*
DATE: May 31, 2012
RE: AGREEMENT WITH AFSCME, COUNCIL 31, LOCAL 89

The Village of Lombard's negotiating team has reached a Tentative Agreement on a contract with AFSCME, COUNCIL 31, LOCAL 89 which represents the Maintenance Workers, Mechanics, Water Plant Operators, Forestry Technician and Water Plant Operators in the Lombard Public Works Department. Terms of the Agreement are as follows:

Duration: Four (4) years and seven (7) months. The contract begins June 1, 2011 and ends December 31, 2015.

Changes of Note:

* **Section 6.5 - Seniority List**

Added language to clarify that the date of the employee's acceptance of the Village of Lombard's Conditional offer of employment shall serve as the basis of determining seniority for employees with the same date of original appointment. In the event that two or more employees accept the conditional offer on the same date, the Village shall consider the highest last four digits of the social security number as a tie breaker.

* **Section 7.3 Recall**

Changed that employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months instead of eighteen (18) months.

* **Section 9.10 - Overtime Incentive Program**

This section of the contract was eliminated. The program gave a monetary award to six employees who worked the greatest number of overtime hours within a fiscal year. This is a cost savings of \$18,000 for the length of the contract.

* **Section 13.2 – Crisis Leave**

Changed that leave shall be taken within fourteen (14) calendar days of death or at the time of memorial service if it falls beyond fourteen (14) calendar days.

Expanded the list of hospital admittance of immediate family members to include step-mother, mother-in-law, step-father, father-in-law, step-son, step-daughter, grandparent or grandchild.

* **Section 15.6 – Out-of-Classification Pay**

Changed that Crew Leaders shall be responsible for all tolls and shall be responsible for the reporting and submittal of personal use of the Village vehicle, which shall include commuting miles, in accordance with IRS rules and Village policies. The two hours for Crew Leaders shall commence upon receipt of the page or call out. Crew Leaders shall not be compensated for time returning to their destination following a call out. Employees engaged in ground based forestry work or utility locates shall not be eligible for Out-of-Classification Pay. This will yield a savings of approximately \$8,000 over the life of the contract.

* **Section 17.5 – Life Insurance**

Increased life insurance from \$50,000 to \$100,000.

* **Section 19.2. - Protective Clothing**

Changed that employees bear the responsibility to ensure that all equipment and articles of clothing meet safety and work rule standards in place for the Village. It shall be the obligation of an employee to provide sufficient evidence to the Director of Public Works, or his designee, that equipment meets all requirements.

The Village shall establish the minimum standard for PPEs. Employees desiring PPR that exceed the minimum standard established shall be responsible for the cost difference. The Village will deduct the additional cost of each item from the requesting employee's Clothing Allowance as defined in Section 19.3.

* **Section 19.3 Clothing Allowance**

Annually, beginning on June 1, 2011, a clothing allowance of five hundred twenty-five dollars (\$525) shall be provided. There is no change in year 1 for clothing allowance.

Annually, beginning on June 1, 2012, a clothing allowance of five hundred fifty dollars (\$550) shall be provided.

Annually, beginning on June 1, 2013, a clothing allowance of five hundred seventy-five dollars (\$575) shall be provided.

Annually, beginning on June 1, 2014, a clothing allowance of six hundred dollars (\$600) shall be provided.

Annually, beginning on June 1, 2014, a clothing allowance of six hundred twenty five dollars (\$625) shall be provided.

The Village will work with the Union to increase the number of places accepting direct billing to the Village for uniform allowance purchases.

- * **Section 21.1 – Hospitalization and Major Medical Insurance**
Effective June 1, 2012, the Bargaining Unit will have the same benefit level as the Non-Bargaining Unit HMO and PPO plans.

- * **Wages:** Year 1 - (March 25, 2012 through December 31, 2012)
1.75 % increase in ranges; \$250 signing bonus in lieu of retro pay; employees receive step increase or \$750 bonus if at the top of the range, whichever is greater. There are twelve employees that will be receiving a \$1,250 bonus instead of a \$750.

Year 2 - (January 1, 2013 through December 31, 2013)
Ranges locked; employees receive step increase or \$750 bonus if at the top of the range, whichever is greater.

Year 3 (January 1, 2014 through December 31, 2014)
Ranges locked; employees receive step increase or \$1,000 bonus if at the top of the range, whichever is greater.

Year 4 (January 1, 2015 through December 31, 2015)
2.00 % increase in ranges; employees receive step increase or \$1,250 bonus if at the top of the range, whichever is greater.

A fourteen (14) step plan was established for each classification. See attached step plans. However, the minimum starting salary for each position was decreased by \$6,000. The reduction in the starting salary will be significant as the department staff ages and positions are filled. Maintenance Worker I and II and were transitioned into one step plan. Mechanic and Senior Mechanic were also transitioned into one step plan.

- * **Side Letter**
Removed side letter that agrees to advance employees with at least three years but less than five years of full time service in their position to mid-point of their salary range on their anniversary date if they receive two out of three exceeds on their annual evaluations. Employees with at least five years of full time service in their position will be advanced to two thirds of the top salary range on your anniversary date if they receive two out of three exceeds on their annual evaluations.

*

Snow Plan

Changed to provide differential pay to be paid to employees working hours in excess of eight (8) hours on Shift A (9:00 a.m. – 9:00 p.m.) and Shift B (9:00 p.m. – 9:00 a.m.) The compensation of hours in excess of eight (8) shall be compensated at the Shift rate of 1 ½ times of their applicable rate for Shift A and 2 ½ times the employees applicable rate of pay for Shift B. This change creates a cost savings of \$39,700 for the length of the contract.

On March 13, 2012 members of the Bargaining Unit ratified the Agreement.

The signed final document by AFSCME will be distributed at the Board meeting.

The Village's negotiating team recommends the approval of the Agreement to the Board of Trustees.

Agreement Between the Village of Lombard and the

**American Federation of State, County & Municipal Employees, AFL-CIO
Council 31, Local 89**

June 1, 2011 – December 31, 2015

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Preamble

This Agreement is entered into this 25th day of March 2012 by and between the Village of Lombard, Illinois (hereinafter referred to as the "Village" or "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, Local 89 (hereinafter referred to as the "Union"), and applies to only said parties.

Purpose of the Contract

The purpose of the contract is to provide harmonious and cooperative relationships through a mutual process and to insure orderly and uninterrupted efficient operations. The Village and the Union desire to enter into an agreement reached through collective bargaining which will provide for as its purpose, the following: (1) The fair and equitable treatment of employees; (2) The promotion of equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; (3) The specification of wages, hours and conditions of employment applicable to bargaining unit employees; (4) The avoidance of interruption or interference with the efficient operation of Village business; (5) The prompt, equitable and peaceful resolution of disputes.

This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

Gender

When the contract so requires, the masculine gender shall include the feminine, the feminine shall include the masculine, and the singular the plural and the plural the singular.

Article I - Recognition and Unit Description

Section 1.1. Recognition.

The Village recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours and conditions of employment for employees in the bargaining unit hereinafter described. The bargaining unit shall consist of all regular full-time and regular part-time employees in the following classifications in the Lombard Department of Public Works and Central Garage Division of the Lombard Village Manager's Office: Principal Engineering Assistant; Senior Engineering Assistant; Engineering Assistant; Maintenance Worker II; Maintenance Worker I; Custodial Worker; Senior Mechanic; Mechanic; Automotive Technician; Water Treatment Plant Operator; Electrician; Forestry Technician and Crew Leader, but excluding seasonal Maintenance Workers; Clerical Employees; Co-op Students; Vehicle Maintenance Supervisor; Public Works Supervisor; GIS Technician; Civil Engineer Technician; Civil Engineer II; Civil Engineer I; Operations Superintendent; Central Garage Superintendent; Utilities Superintendent; Village Engineer; Assistant Director; Director; all confidential and managerial employees; all supervisors as defined by the Act, and all other employees of the Village of Lombard.

Section 1.2. Classifications.

The job classifications now being utilized by the Village are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Village. The Village will promptly notify the Union of any decision to change or alter such job classifications. If such change will directly affect an employee otherwise covered by this Agreement, the Village will, upon written request, meet and discuss the matter with the Union so that the Union may discuss any questions or concerns it may have.

A copy of an employee's current job description is available upon request.

Article II - Union Security and Rights

Section 2.1. Union Membership.

Employees may join or not join the Union as a personal choice.

Section 2.2. Authorization for Dues Deduction.

The Village shall deduct the appropriate amount of the regular Union monthly dues from each paycheck of those employees who have signed dues deduction authorization forms permitting said deduction. Conditions for said deduction shall be as set forth in Section 2.3.

Section 2.3. Procedure for Dues Deduction.

(a) Upon receipt of a signed authorization from an employee, the appropriate amount of the regular monthly dues of the Union shall be deducted from such employee's bi-weekly paycheck. The amounts so deducted shall be forwarded each pay period to the appropriate officer of the Union in its Springfield Office together with a list of the names, addresses and social security numbers and amounts for whom deductions have been made. If the employee has insufficient earnings due for the paycheck after withholding of all other legal and required deductions, the Union shall be responsible for collecting said dues.

(b) Upon receipt of a signed authorization from an employee, the appropriate amount shall be deducted for Union sponsored benefits (dental) from such employee's bi-weekly paycheck. Deductions shall be made and remitted in the same manner and subject to the same conditions as in the above paragraph.

(c) The Union shall indemnify and save harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund any such amount directly to the involved employee, with notification to the Village.

Section 2.4. Maintenance of Membership.

(a) Upon the effective date of the signing of this agreement all regular full-time employees who are members of the Union must remain as members of the Union for the term of the Agreement. All regular full-time employees not members of the Union on the date this Agreement is signed and all regular full-time employees hired after said date may enroll or not enroll as a personal choice, but once enrolled they must remain in the Union for the term of the Agreement. An employee may make a revocation of membership within thirty (30) days prior to the termination of the Agreement.

(b) The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of dues deduction authorization from an employee, upon the employee leaving or being terminated from Village employment, or upon the employee being reclassified

to a job classification not covered by this Agreement.

Section 2.5. Exclusive Bargaining Status.

For the term of this Agreement the Village shall not meet, discuss or negotiate with any other employee organization on matters pertaining to wages, hours and conditions of employment for employees in the bargaining unit.

Section 2.6. Union Access.

One (1) AFSCME representative shall normally have access to the premises of the Village in order to help resolve a serious dispute or problem arising under this Agreement. In the event a resource person(s) from AFSCME is (are) needed to discuss a specialized concern, such representative(s) shall also receive access with the designated representative subject to this section. In order to receive access, the representative(s) must provide notice to the Department Head or his designee. The representative(s) may visit with employees during their non-working hours and only if such visit does not disturb the work of employees who may otherwise be working.

Section 2.7. Union Leave.

An employee may utilize accumulated personal leave or vacation leave for legitimate Union business such as Union meetings, State or area-wide Union Committee meetings and State or International conventions. Such time off shall not be detrimental to the employee's record.

Section 2.8. Bulletin Boards.

The Village shall provide one bulletin board at the Public Works facility, one bulletin board at the Civic Center Reservoir, and one bulletin board at the Underground Utilities Garage. The bulletin boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Items posted must have the initials of an Executive Board member authorizing the posting and a copy of all items will be provided to the Director of Public Works.

Section 2.9 Union Orientation

The Local President or designee will be informed by the Village of any Human Resources-conducted new employee orientations. This notice will include the date, time and location of the orientation and the names of the new AFSCME represented employees. The Village shall provide the Local President or designee an opportunity to speak to new bargaining unit orientees outside of the normal work day after the new employee general orientation outside of the normal work day; however, this meeting will be permitted to take place on Village property.

Article III - Management Rights

The Village has and will continue to retain, without limitation all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the laws and Constitutions of the State of Illinois and the United States and the laws of the Village of Lombard and any modifications made thereto.

Except as amended, changed or modified by this Agreement, the Village shall have the sole right, responsibility and prerogative to manage the affairs of the Village and direction of the work force, including, but not limited to the following:

- (a) to manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered; the control of materials, tools and equipment to be used; the discontinuation of any services, materials and methods of operation, and the determination of the number, location and type of facilities and installations;
- (b) to introduce new work methods, equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) to determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Village;
- (d) to subcontract or purchase any and all work, processes, or services;
- (e) to hire, assign and layoff employees; to direct the work force and establish work schedules including lunch periods and rest periods; to determine the number of employees assigned to any particular job, assignment or operation;
- (f) to establish, change, combine or discontinue job classifications and to establish wage rates for any new or changed classifications;
- (g) to determine the standards for selection for employment, to select employees for promotions or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; to transfer, promote or demote employees from one classification, division, department or shift to another;
- (h) to establish or continue policies, practices and procedures for conduct of operations and to change or abolish such policies, practices, or procedures; to adopt, revise and enforce work and safety rules and carry out cost and general improvements programs;
- (i) to permit municipal employees not included in the bargaining unit to perform bargaining unit work;
- (j) to discipline or discharge employees for just cause;
- (k) to require employees to maintain a medically acceptable physical fitness condition consistent

with the duties and responsibilities of the position occupied;

The failure to exercise any management right, whether or not enumerated above or elsewhere in this Agreement, shall in no way be deemed a waiver of that right.

Article IV - Grievance Procedure

Section 4.1. Definition.

A grievance shall be defined as a complaint arising out of an alleged violation or misinterpretation of the provision(s) contained in this contract.

Section 4.2. Purpose.

The Grievance Procedure is established to accomplish the following objectives:

- (a) To provide an orderly procedure to handle grievances through each level of supervision if necessary;
- (b) To take corrective measures, if possible, to prevent future similar grievances;
- (c) To resolve the grievances as quickly as possible.

Section 4.3. Procedure.

Grievances may be processed by an employee, or by the Union on behalf of an employee, group of employees or itself, setting forth the name(s) of the employee(s). One grievant representing group grievants may be present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Grievances will be processed in the following manner and within the stated time limits. The term "working days" as used in the following procedure refers to Monday through Friday, excluding holidays and other days when the Village's administrative offices are closed.

Step 1

An employee who believes he has a grievance and/or the grievant's employee bargaining unit representative, if represented, shall submit to his immediate supervisor the Grievance Form, which shall include the nature and facts of the grievance and shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit within seven (7) calendar days of the time of the alleged violation of this Agreement or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days after the date of the occurrence. Provided, however, that the fifteen (15) calendar day limit after the date of the occurrence shall be extended to thirty (30) calendar days for a non-reoccurring grievance (e.g., holiday pay, error on pay check). The supervisor will use his best effort to resolve said grievance within five (5) working days. If the employee or his employee bargaining unit representative does not discuss the grievance with the supervisor within the time limits set forth in this Step, it shall not be considered further unless both the Village and Union agree to extend the time period. The aggrieved employee or his employee bargaining unit representative and the first level supervisor outside of the bargaining unit will certify in writing on the official grievance form forwarded by the Village the fact that a grievance was filed and a meeting was held and the date said meeting was held.

Step 2

If no agreement is reached with the decision rendered by the grievant's immediate supervisor, the grievance shall be submitted to the Division Head (Operations Superintendent, Utilities Superintendent, Village Engineer or Central Garage Superintendent, as applicable), by the aggrieved employee or his employee bargaining unit representative, if represented, within five (5) working days of the Supervisor's decision. Within five (5) working days after the Division Head receives the grievance, he shall meet with the aggrieved employee and his employee bargaining unit representative, if represented. The Operations Superintendent, Utilities Superintendent, Village Engineer or Central Garage Superintendent, as applicable, will reply to the grievance in writing to the aggrieved employee and the Department Head, Assistant Village Manager or Assistant to the Village Manager, as applicable, within five (5) working days from the date of such meeting.

Step 3

If no agreement is reached with the decision of the Operations Superintendent, Utilities Superintendent, Village Engineer or Central Garage Superintendent, as applicable, the grievance may be appealed, in writing, to the Department Head, Assistant Village Manager or Assistant to the Village Manager or their designee by the aggrieved employee or his employee bargaining unit representative, if represented, within five (5) working days of receipt of the written decision by the Division Head. Within five (5) working days after the Department Head, Assistant Village Manager or Assistant to the Village Manager or their designee receives the grievance, he shall meet with the aggrieved employee and his employee bargaining unit representative, if represented. The Department Head, Assistant Village Manager or Assistant to the Village Manager or their designee will reply to the grievance in writing to the aggrieved employee and the Village Manager within five (5) working days from the date of such meeting.

Step 4

If no agreement is reached with the decision rendered by the Department Head, Assistant Village Manager or Assistant to the Village Manager or their designee, the grievance may be appealed, in writing, to the Village Manager by the aggrieved employee and/or employee bargaining unit representative, if represented, within five (5) working days of receipt of the written decision of the Department Head, Assistant Village Manager or Assistant to the Village Manager or their designee. Within five (5) working days after the Village Manager receives the grievance, he or his designee shall meet with the aggrieved employee, Union non-employee representative and/or Union employee representative, if represented, the Department Head, Assistant Village Manager or Assistant to the Village Manager and such other persons as the Village Manager deems advisable. The Village Manager or his designee will reply to the grievance in writing within fifteen (15) calendar days from the date of such meeting. The Village Manager or his designee's written reply will be given to the aggrieved employee and the employee Union representative, if represented. In grievances involved in the Central Garage, the Assistant Village Manager or Assistant to the Village Manager shall not be the Village Manager's designee at Step 4.

Step 5

(a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to binding arbitration by notifying the Village Manager in writing within fifteen (15) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Union and the Village Manager shall jointly request the Federal Mediation and Conciliation Services (FMCS) to provide a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and the place of the hearing which shall be as soon as possible after his selection subject to the availability of Union and Village representatives.

(b) The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement as written. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing at the second step of the grievance procedure to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The parties agree, however, that where pertinent additional information becomes known as is relevant to the originally submitted grievance, the grievance can be amended to include the additional information. The arbitrator shall have no authority to arbitrate any questions involving merit wage evaluations. The arbitrator shall also be without power to make recommendations contrary to or inconsistent with in any way, or which limit or interfere with the Village's powers, duties, and responsibilities under, applicable laws, court decisions, or rules and regulations of administrative bodies. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the Union and the Village agree to an extension. The recommendation of the arbitrator shall be final and binding on the employee or employees involved, the Union and the Village. No decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of the seven (7) calendar day period specified in Step 1 of this grievance procedure.

Section 4.4. Fees and Costs.

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration.

Section 4.5. Grievance Forms.

The Village shall furnish grievance forms which shall be used by both parties.

Section 4.6. Time Limits.

(a) Any decision not appealed by the employee or Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be deemed appealable to the next step within the time limits established for the appeal. However, time limits at each step may be extended by mutual written agreement of the Union and the Village Manager.

(b) No matter or action shall be treated as a grievance unless a grievance is filed within seven (7) calendar days of the time of the alleged violation of this Agreement or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the alleged violation as set forth in Step 1 of the grievance procedure. Provided, however, that the fifteen (15) calendar day limit after the date of the occurrence shall be extended to thirty (30) calendar days for a non-reoccurring grievance (e.g., holiday pay, error on paycheck).

(c) No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 4.7. Time Off for Grievances.

(a) The grievant and/or one employee Union representative shall be given paid time off to participate in the Step 1, Step 2, Step 3 and Step 4 meetings if the meetings are conducted on work time. The grievant (or one (1) employee representing group grievants) and one employee Union representative shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. A second employee Union representative shall be given paid time off to attend an arbitration hearing conducted on working time if his or her presence is also reasonably necessary for reasons explained to the Village.

(b) Once a grievance has been filed, an employee or non-employee Union representative will normally be given the final thirty (30) minutes prior to the end of each workday to investigate a grievance, provided that notification and mutual arrangements have been made with the employee's supervisor and the supervisor of any division to be visited. Such arrangements shall not be denied unreasonably.

Article V - Labor-Management Meetings

A Labor-Management Committee consisting of the Village Manager, or his designee, and up to five (5) other members of the Village and up to five (5) employee members of the Union shall meet once every other month or more often if mutually agreed to by the parties for the purpose of discussing any work related problems of mutual concern for the advancement of better relations and efficient operations. The Union and the Village shall exchange agenda items at least seven (7) calendar days in advance of the meeting. Discussions shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. Members of the Union authorized to represent the Union at Labor-Management meetings will be paid by the Village for time spent in Labor-Management meetings, but only at the straight time hourly rate for the hours they would otherwise have worked on their regular work schedule. The parties shall endeavor to promptly respond where practicable to items of the Labor-Management Committee agenda.

Article VI - Seniority

Section 6.1. Definition.

Seniority shall, for the purpose of this Agreement be defined as an employee's length of continuous full-time employment since his last date of hire with the Village.

Section 6.2. Probationary Period for Newly Hired Employees.

The probationary period for new employees covered under this agreement who are hired on or after June 1, 2008 shall be nine (9) months. Such probationary period may be extended for reasonable cause by the Village Manager for an additional nine (9) months. During the probationary period an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary employee without cause and such employee shall have no recourse to the grievance procedure to contest such a reprimand, suspension or discharge.

Section 6.3. Original Appointments.

No employee who receives an original appointment to a position within the bargaining unit shall attain seniority rights or wage increase subject to Section 15.3 Wages of this Agreement until he has successfully completed the original probationary period in a particular position classification covered by this Agreement for a period of nine (9) months. Upon completion of the employee's probationary period, his seniority shall date back to his last date of hire.

Section 6.4. Promotional Appointments.

(a) No employee who receives a promotional appointment to a position classification covered by this Agreement shall attain seniority rights in the position classification to which he is promoted until he has completed an evaluation period of three (3) months. However, such employee shall retain, during the evaluation period, all other rights covered by this Agreement and shall have the right to return to his previous appointment without loss of seniority in such previous appointment if the Village Manager decides to remove him from the promotional appointment during the evaluation period because the employee does not meet the required work standards or because the position is abolished. Upon completion of the employee's evaluation period, his seniority shall date back to the date of his original appointment. In the event an employee takes a voluntary demotion, transfer or fills another vacancy and the Village Manager decides within three (3) months to remove him, because the employee does not meet the required work standards or because the position is abolished, this provision will not be construed to preclude the Village Manager from bumping the employee back to his former position.

(b) The evaluation period for employees promoted to the position of Water Plant Operator shall be six (6) months from the date of appointment and may be extended up to an additional six (6) months by the Village Manager.

Section 6.5. Seniority List.

The Village shall maintain a roster of employees arranged according to seniority as defined in this Article stating name, date of original appointment, and position classification. A copy of said seniority roster shall be provided to the Union within thirty (30) days from the ratification of this Agreement by both parties and every six (6) months thereafter. Any objection to the seniority roster as provided shall be reported in writing to the Village within thirty (30) calendar days of the date of the seniority roster is provided to the Union or the roster shall stand approved as provided. The date of an employee's acceptance of the Village of Lombard's Conditional Offer of Employment shall serve as the basis of determining seniority for employees with the same date of original appointment. In the event that two or more employees accept the conditional offer on the same date, the Village shall consider the highest last four digits of the social security number as the tie breaker.

Section 6.6. Termination of Seniority.

An employee will lose all seniority and employment with the Village if such employment is interrupted for any of the following reasons:

- (a) He quits or retires;
- (b) He is discharged for cause;
- (c) He is absent for three (3) consecutive working days without notifying the Village;
- (d) He fails to return to work at the end of an approved leave of absence;
- (e) He fails to return from layoff within seven (7) calendar days from the date of recall;
- (f) He is absent from work because of layoff for a period of time in excess of twenty-four (24) months, pursuant to Section 7.3(a).

Article VII - Layoff and Recall

Section 7.1. Layoffs.

The Village shall determine whether layoffs are necessary. Whenever it becomes necessary to reduce the work force because of lack of work, lack of funds, changes in organization or to improve productivity, such reduction in the work force shall be made in accordance with the provisions of this Article.

Section 7.2. Procedure for Layoffs.

In the event of a layoff as determined by the Village, the Village shall determine in which classification(s) within the bargaining unit the layoff should occur and the number of employees to be laid off. If it is determined by the Village that layoffs are necessary, employees will be laid off in the following order:

- (a) Part-time, temporary and probationary employees in an affected job classification in an order determined by the Village;
- (b) Regular full-time employees by appropriate organizational unit and position classification in accordance with their seniority within classification provided the more senior employee(s) have the ability to perform the work based upon past performance. Subject to the above, the employee(s) with the least seniority within that classification will be laid off first.
- (c) An employee subject to layoff may bump an employee with the least seniority in the same or lower position classification provided the bumping employee is capable of performing the work and has given written notice of his intention to bump within three (3) working days of receiving the layoff notice.

Notification of layoffs shall be issued by the Village to the affected employee(s) and Union at least fifteen (15) calendar days prior to the effective date of such layoff.

Section 7.3. Recall.

- (a) Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. Employees on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, employees who are on the recall list shall be recalled, in the inverse of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.
- (b) Within seven (7) calendar days after receipt of the notice of recall by registered letter the employee must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice. The Village may require, at its discretion, that an employee undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment.
- (c) An employee who declines recall, or who, in the absence of extenuating circumstances

approved by the Village Manager fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.

Section 7.4. Reorganization.

When it becomes necessary to reorganize the work force through attrition or by a hiring freeze, the Village will attempt to minimize the disruption to the remainder of the work force. To accomplish that end, the Village agrees to limit to the minimum the necessary number of employees who will be reassigned or transferred. In the event the Village decides to reorganize, reassign or transfer, the Village will provide notice to the Union and an opportunity to comment on the decision, prior to the implementation of the decision.

Article VIII - Vacancies and Promotions

Section 8.1. Vacancies.

All vacancies in the bargaining unit which the Village decides to fill shall be posted for a period of five (5) working days on bulletin boards accessible to employees. This shall not be construed to prohibit the Village from advertising or receiving applications from non-employees during or after the posting period. During this period, employees who wish to apply for this open position or job may do so. Applications shall be submitted to the personnel office and completed applications shall be kept on file in the personnel office.

Section 8.2. Promotions.

The Village is committed to the concept of advancement within the service through promotional opportunities and career development that shall be open to all employees who meet the necessary requirements.

(a) Advancement within the service through promotion shall be based upon competitive examination(s) as determined by the Village Manager. Applicants taking competitive promotional examinations who receive a passing grade shall receive credit of one (1) point for each full year of continuous uninterrupted service as a regular full-time employee with the Village of Lombard, up to a maximum of twenty (20) points. The Village shall assign 30-60 points weighting to the knowledge, skills and abilities of an applicant and assign 30-60 points to the interview process based upon the position posted. The Village shall provide general information pertaining to the format and scoring procedures for each examination at the same time the vacancy is posted as outlined in Section 8.1. All candidates for the filling of a vacancy shall take the same examination. Said competitive examination(s) shall consist of a total of one hundred (100) points. The Village may develop yearly eligibility lists for promotions and transfers. Voluntary demotions shall only be made upon approval of the Department Head.

(b) If two (2) or more regular full-time employee applicants receive relatively equal scores as determined by their rating on the competitive examination(s) and credit for seniority for a position within the bargaining unit, the employee with the highest seniority shall be selected. For purposes of this section, seniority shall be defined as the total length of continuous uninterrupted service as a regular full-time employee with the Village.

(c) When the Village Manager determines that there are no qualified employees available from within the bargaining unit, he may consider outside applicants.

Article IX - Hours of Work and Overtime

Section 9.1. Regular Workweek and Workday.

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period. The normal work week shall consist of forty (40) hours consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. The workweek for payroll purposes shall normally begin Saturday night at midnight (12:01 a.m. Sunday) and end at midnight (11:59 p.m. Saturday) the following Saturday, unless changed by the Village (for either some or all employees).

Section 9.2. No Guarantee of Hours of Work.

Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 9.3. Posting.

The normal work hours assigned to employees shall be posted on bulletin boards in a conspicuous location or otherwise made known to the employees. Should it be necessary in the interest of efficient operations to change these schedules, discussion of such change shall take place between the Village and the Union at least five (5) working days in advance of the proposed effective date, except under emergency or unforeseen legitimate operational needs. In cases of mutual agreement, for non-emergency situations where the Department Head, or his designee, and the Union President, or his designee, agree to proposed changes in hours of work the contract provisions for notice shall be waived by each party.

Section 9.4. Meal Period.

The Village shall endeavor, where possible, to provide for a meal period of not less than thirty (30) minutes in duration at approximately the mid-point of the workday. An employee who may be required to work during their meal period, shall have such time treated as hours worked for the purposes of computing overtime under this Agreement. Normally, the thirty (30) minute meal period shall be taken between 11:30 a.m. and 1:30 p.m.

Section 9.5. Rest Periods.

(a) There shall be two (2) rest periods of fifteen (15) minutes each during each regular work day, except under emergency conditions. Rest periods shall be taken at the assigned work site unless otherwise allowed by an employee's supervisor.

(b) Where duties of employees warrant, there shall be a ten (10) minute personal clean-up period immediately prior to the end of each regular workday, except under emergency conditions or when overtime is required immediately after the conclusion of the regular workday. A ten (10) minute personal clean-up period shall also be granted prior to each meal period during normal working hours. Employees may not leave the building to which they are assigned during the ten (10) minute clean-up period.

Section 9.6. Overtime.

(a) Overtime hours shall be considered as hours worked in excess of the normal work week, when worked upon specific direction or approval of the immediate supervisor and shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate or compensated by granting one and one-half (1-1/2) times the number of overtime hours worked as compensatory time off. Employees so assigned shall work such overtime unless excused by the immediate supervisor.

(b) In order to be eligible to receive overtime compensation an employee must receive pay for forty (40) hours of work during his normal work week. Time off with pay, including sick, vacation, personal time, funeral leave and fatigue time, shall count towards the calculation of overtime. Compensatory time shall not be counted towards the calculation of overtime. Overtime shall be paid in fifteen (15) minute increments.

(c) An employee who desires compensatory time off in lieu of overtime pay may make a request through his regular immediate supervisor. Compensatory time off will be given in lieu of overtime pay at the option of the Village, such decision to be made at the end of the pay period in which the employee works the overtime. Employees may accumulate up to forty (40) hours of compensatory time off. Requests to use accumulated compensatory time off should be made at least ten (10) working days in advance, whenever possible, and will be granted by the Village unless to do so would be unduly disruptive of Village operations and services in light of the anticipated workload, available staff, and other considerations.

Section 9.7. Holiday Overtime.

If an employee is required to work overtime on a holiday, the employee shall be paid at a rate of two (2) times his straight time hourly rate. Observed holidays are defined in Section 11.1 of this Agreement. If an employee is required to work on a Floating Holiday, the employee shall be paid at the applicable rate. The employee shall be credited for equivalent hours worked at their straight time hourly rate for the Floating Holiday.

Section 9.8. Overtime Meal Periods.

If an employee is required to work four (4) or more hours of consecutive overtime, he shall be entitled to a fifteen (15) minute break period as scheduled by the immediate supervisor, provided however, that the four (4) consecutive hour period does not occur during meal hours of 6:00 p.m., twelve (12) midnight or 6:00 a.m. in which case the employee shall be granted a thirty (30) minute meal period in lieu of the fifteen (15) minute break.

Section 9.9. Call-Out Procedures.

The Village shall endeavor to distribute opportunities to work overtime over the course of each fiscal year (beginning June 1st and ending May 31st) so far as practicable among employees covered by this Agreement in the following manner:

(a) Prescheduled Overtime - Prescheduled overtime is that overtime which is known to the Village sufficiently far in advance that the work can be prescheduled by the Village. Such prescheduled overtime shall be handled in order as described in paragraphs 1 through 6 below.

(1) The overtime shall be assigned by seniority to the job classification(s) within the division responsible for completing the work, starting with the most senior employee within the division provided the employee(s) are capable of performing the work required. At no time can an employee replace another employee who is scheduled for the assignment unless the employees agree with the replacement.

(2) Any employee who is excused from working the overtime, or who cannot be reached for any reason, will for purposes of rotation only of this procedure, be treated as if they worked the overtime.

(3) In the event a sufficient number of voluntary employees within the division responsible for completing the work cannot be found to complete the overtime assignment, the overtime assignment will be offered to voluntary employees possessing the necessary skills to complete the job from outside the division responsible for completing the work. The rotation shall begin with the most senior employee in that job classification(s) qualified to perform the work.

(4) In the event a sufficient number of voluntary employees outside the division responsible for completing the work cannot be found to complete the overtime assignment, the least senior employee(s) qualified to perform the work within the division responsible for completing the work shall be scheduled and obligated to perform the overtime work concerned.

(5) When a multi-day assignment is posted for prescheduled overtime, the division responsible to complete the task shall post the sign-up sheet at the start of the day for a period of seven (7) work days. The selection of prescheduled overtime shall be based upon seniority. Each member of the division, qualified to complete the work, shall indicate their shift preferences (if any). Once all employees within the division have indicated their shift preferences, the shifts shall be awarded by seniority. In the event that all shifts are not assigned following the divisional rotation, the selection of open shifts shall be conducted on departmental seniority for other division(s) by the same method. The Village shall define the events/activities that qualify as multi-day assignment. The Village shall define the events/activities that qualify as multi-day assignments at a Labor Management Meeting, within thirty (30) days of the adoption of the Village's fiscal budget.

(6) For the purpose of completing particular work assignments that carry beyond normal working hours, overtime may be assigned to employees who are already present and working rather than utilizing the prescheduled overtime list described above.

(b) **Unscheduled Overtime** - Unscheduled overtime is overtime work such as but not limited to that caused by water main breaks, sewer backups, snow storms, wind damage and the like, which arises in such a manner that it cannot reasonably be prescheduled by the Village. Such overtime work shall be handled in the manner described below:

(1) Employees desiring the first opportunity to work unscheduled overtime within their division

shall have their names placed on a Division/Voluntary Overtime List. Such names shall be listed in seniority order. The lists shall be established on a bi-annual basis (April 15th to November 14th and November 15th to April 14th). Employees from the division shall be listed first on the

Division/Voluntary Overtime list and shall be contacted first. Other employees within their division, not wanting the first opportunity to work unscheduled overtime, shall only have their names placed on the Mandatory Seniority Overtime list. Should an employee want to be on the list for a continuous period of time, the employee shall provide a written request to their Superintendent indicating such. A written request to be removed from the list shall be provided when the employee would like to change his/her status.

(2) The Division/Voluntary Overtime Lists shall be as follows: Underground Utilities, Water Treatment and Wastewater Pumping, Streets/Forestry, Electrical/Traffic Control, Salting and Snow Plowing. The Village shall require a minimum number of employees, among those possessing the skill, ability and qualifications necessary to perform the work, to be assigned to each Within Division/Voluntary Overtime List, as listed below. If the minimum number of employees does not volunteer for the Within Division/Voluntary Overtime Lists, the Village shall assign employees from within the division in reverse seniority order on a rotating basis among those possessing the skill, ability and qualifications to perform the work.

| <u>List</u> | <u>Within Division</u> |
|-------------------------------------------|----------------------------|
| Underground Utilities | 4 |
| Water Treatment and Wastewater Pumping | 1 |
| Streets/Forestry | 3 |
| Electrical/Traffic Control | 1 |
| Salting | 4 |
| Snow Plowing | 4 |

(3) Employees desiring the first opportunity to work unscheduled overtime in another division shall have their names placed on the Outside Division/Voluntary Overtime List. Such names shall be listed in seniority order. The lists shall be valid for a period of two weeks. Upon completion of each two week period, a new list shall be established. Should an employee want to be on the list for a continuous period of time, the employee shall provide a written request to their Superintendent indicating such. A written request to be removed from the list shall be provided when the employee would like to change his/her status.

(4) During the period of April 15 to November 15 of each year, employees shall not be required to sign up for the Salting and Snow Plowing Within and Outside Division/Voluntary Overtime Lists.

(5) In the event a sufficient number of employees cannot be found to complete the overtime assignment from the Within Division/Voluntary Overtime List, the most senior employee(s) listed on the Outside Division/Voluntary Overtime List qualified to perform the work shall be

scheduled to perform the overtime work concerned.

(6) In the event a sufficient number of employees cannot be found to complete the overtime assignment from the Outside Division/Voluntary Overtime List, the least senior employee(s) listed on the Mandatory Seniority Overtime List qualified to perform the work shall be scheduled and obligated to perform the overtime work concerned.

(7) The assignments for the Within Division/Voluntary Overtime Lists shall proceed on a rotating basis. The call-outs for both the Within and Outside Division/Voluntary Overtime Lists shall proceed on a rotating basis.

(8) All employees shall be-listed in reverse seniority order and placed on the Mandatory Seniority Overtime List. Any overtime opportunity requiring the Village to contact employees on the Mandatory Seniority Overtime List shall be considered mandatory. Employees shall be required to accept the overtime.

(9) All employees shall be issued an electronics communications device, such as a cellular phone, at Village expense. Employees who are contacted to perform unscheduled overtime through the use of an electronic device must call in to their department's representative within twenty (20) minutes of being contacted. Thereafter, such persons shall report for overtime work as assigned. In the event that the department doesn't hear back from an employee within the timeframe, the Village may offer overtime to a less senior employee qualified to perform the work. In this case, the overtime assignment shall be awarded on a first come, first awarded basis for all employees within the eligible timeframe.

(10) All employees issued an electronic communications device, such as a cellular phone, shall be responsible for the safekeeping of their electronic device and shall have such device in working order with them when they are not scheduled to work.

(11) The sole and exclusive remedy for any Village errors in the administration of this procedure shall be to place the employee at the top of the list for the next call-out. The Village shall determine which employees possess the qualifications, skill and ability necessary to perform the work for both the Within and Outside Division/Voluntary Lists and the Mandatory Seniority Overtime List. The Village's decision as to which employees do or do not possess the qualifications, skill and ability to perform the unscheduled overtime work in question shall not be overturned unless such decision is shown to be arbitrary, capricious or made in bad faith.

A current list of all overtime assignments, including prescheduled and unscheduled overtime, made during the year shall be posted on the Union bulletin board and updated on a monthly basis.

Section 9.10. Additional Sick Leave for Overtime Hours.

Employees shall accrue additional sick leave based upon the amount of unscheduled overtime and extension of overtime hours worked in a fiscal year. The amount of additional sick leave hours that employees are eligible to receive is based on the following schedule:

| <i>Hours of Overtime at May 31 of Each Fiscal Year</i> | <i>Hours of Additional Sick Leave Earned at the Fiscal Year End</i> |
|------------------------------------------------------------|-----------------------------------------------------------------------------|
| 601 hours or above | 40 hours |
| 551-600 hours | 38 hours |
| 501-550 hours | 36 hours |
| 451-500 hours | 34 hours |
| 401-450 hours | 32 hours |
| 351-400 hours | 30 hours |
| 301-350 hours | 28 hours |
| 251-300 hours | 22 hours |
| 201-250 hours | 16 hours |
| 151-200 hours | 12 hours |
| 101-150 hours | 8 hours |
| 76-100 hours | 4 hours |
| 0-75 hours | 0 hours |

During the period of November 16th through April 15th, the use of sick time shall be used in conjunction with the Village's Shift Implementation Plan for Snow and Ice Control. Except as otherwise provided herein, sick leave shall be governed by Article XIV.

Section 9.11. Call Back.

Any employee called back to work outside his regularly scheduled workday shall be paid a minimum of two (2) hours call-out pay at a rate of one and one-half (1-1/2) times the employee's straight hourly rate. Any time worked in excess of the two (2) hour minimum should also be paid at a rate of one and one-half (1-1/2) times the employee's straight hourly rate.

Section 9.12. No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Article X - Discipline

Section 10.1. Discipline.

No employee shall be disciplined, suspended, demoted or dismissed except for just cause. The Village believes in the principle of progressive and corrective discipline; however, in some instances, a specific incident may justify immediate and/or severe disciplinary action in and of itself.

Section 10.2. Manner of Discipline.

If the Village has reason to discipline an employee, it will endeavor to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 10.3. Notification & Investigation.

(a) For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Village normally shall offer to meet with the employee involved and, if the employee requests Union representation, to inform the employee and the Union of the reason(s) for such contemplated disciplinary action.

(b) Before conducting an investigatory interview which may reasonably be expected to result in suspension or discharge of the employee being questioned, the employee shall be informed of his right to Union representation and shall be entitled to such if so requested by the employee. However the employee may not insist that any particular Union representative be present. The role of the Union representative shall be to assist the employee. The representative may also attempt to clarify the reasons for such discipline. The Village retains the right to insist on hearing the employee's own account of the matter under investigation. This section shall not apply to meetings at which discipline is simply to be administered.

Section 10.4. Oral Reprimands.

In cases of oral reprimand, notation of such oral reprimand shall become a part of the employee's personnel file.

Section 10.5. Written Reprimands, Suspensions & Discharges.

In cases of disciplinary action resulting in written reprimand, notation of such written reprimand shall become part of the employee's personnel file and a copy given to the employee and Union. In cases of disciplinary action resulting in dismissal, demotion, or suspension without pay, the Village Manager or his designee shall give notice to the employee and Union as soon as possible, but not to exceed seven (7) calendar days after such dismissal, demotion or suspension. Such written notice shall contain a concise statement summarizing the reasons for such disciplinary action.

Section 10.6. Employee Files.

Any oral or written reprimand imposed shall be removed from the employee's record, if, from the date of the last warning, twelve (12) months (thirty-six (36) months for a suspension) have passed without the employee receiving an additional warning or discipline for such offenses. Removal of discipline from the employee's record shall be done at the request of the employee after the prescribed time has passed, but in any case, expired disciplines shall not be used against the employee as a preceding step in additional discipline.

Section 10.7. Disciplinary Appeals.

(a) An employee subject to disciplinary action leading to suspension, dismissal, or demotion shall have the right to request a hearing before the Village Manager or his designee. Such request shall be made in writing by the employee to the Village Manager within seven (7) calendar days after notice of disciplinary action. The Village Manager or his designee shall hold such hearing as soon as possible thereafter and shall render his decision within fifteen (15) calendar days after receiving the request. The hearing will be informal in nature with the employee, Union representative (if requested by the employee), and Department Head or his designee present. If the employee is not satisfied with the decision of the Village Manager or his designee in cases resulting in dismissal, demotion or suspension of more than five (5) working days, the employee may request the Union to appeal the disciplinary action to arbitration in accordance with provisions of Step 5 of the Grievance Procedure. The parties agree that any disciplinary action resulting in suspension of five (5) working days or less may not be appealed to arbitration in accordance with provisions of Step 5 of the Grievance Procedure.

(b) At the Village Manager's disciplinary hearing, the employee shall be informed of his right to Union representation and shall be entitled to such if so requested by the employee. However, the employee may not insist that any particular Union representative be present. The role of the Union representative shall be to assist the employee. The representative may also attempt to clarify the reasons for such discipline. The Village retains the right to insist on hearing the employee's own account of the matter.

Section 10.8. Driver Drug & Alcohol Testing.

Employees are subject to drug and alcohol testing in accordance with the Village of Lombard's DOT Driver Policy Summary, as the same may be changed from time to time by the Village. Before implementing changes to the existing policy, the Village will notify the Union and offer to discuss the changes at a Labor-Management meeting pursuant to Article V of this Agreement.

Article XI - Holidays

Section 11.1. Holidays.

The following days are paid holidays for eligible employees:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day Following Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday (*this is to be scheduled in advance in accordance with Section 12.6 and may be used at any time during the calendar year with prior written approval by the employee's supervisor, which will not be unreasonably withheld.*)

For the purpose of this Article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; and if one of the above holidays falls on a Sunday, it shall be observed on the following Monday.

Section 11.2. Eligibility.

In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence, or can provide proof of illness or an otherwise acceptable absence is established to the satisfaction of the Village.

Section 11.3. Holiday Pay.

Employees not scheduled to work on a holiday shall receive eight (8) hours pay at the regular straight time hourly rate. Employees assigned to the Water Treatment and Wastewater Pumping Division shall receive one (1) additional day's pay for each holiday during any pay period in which a holiday(s) occur(s) when assigned to shift coverage. Questions regarding staffing levels on holidays for the Water Treatment and Wastewater Pumping Division may be directed by either party to the Labor-Management Committee for discussion.

Article XII - Vacations

Section 12.1. Vacation Allowance.

Employees shall be entitled to vacation as of their anniversary date of employment in any year as follows:

| <u>Years of Continuous Service</u> | <u>Amount of Vacation Pay</u> |
|-----------------------------------------------|------------------------------------------|
| 1 - 4 years | 80 hours |
| 5 - 8 years | 120 hours |
| 9 - 17 years | 160 hours |
| 18+ years | 200 hours |

Section 12.2. Accrual.

Employees shall start to accrue vacation credit on a bi-weekly pro rata basis upon appointment to a position eligible for vacation benefits. Vacation time may not be taken during the first six (6) months of employment, except under special circumstances the Director of Public Works or, in his absence, the Assistant Director, may allow the use of earned vacation during the first six (6) months of employment. Employees shall not accrue vacation credit for any pay period unless they have worked or received pay for at least forty (40) hours.

Section 12.3. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time hourly rate in effect at the time the vacation is taken.

Section 12.4. Accumulation.

Employees may carry over up to fifty (50) percent of their current vacation leave in addition to any previously accumulated vacation leave from year to year. Except, that the total accrued vacation leave may never exceed two-hundred-forty (240) hours. Any hours accrued over two-hundred-forty (240) hours shall be considered lost by the employee. All requests for vacation must be approved by the Village and in any case shall only be granted in whole hour increments.

Section 12.5. Holidays During Vacation.

If a holiday occurs during an approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 12.6. Scheduling.

All requests for vacation shall be submitted to the immediate supervisor at least ten (10) working days in advance of the requested date(s) of vacation leave, whenever possible. Advance notice may be waived by the Department Head or designee in cases of need or emergency. The

scheduling of all days off shall be granted in accordance with departmental policy.

Section 12.7. Payment on Resignation.

In the event an employee resigns his employment with the Village and has completed one full year of continuous service, the employee shall be eligible for payment of all accrued unused vacation. The Village requires a written notice of resignation at least ten (10) working days prior to the effective date of the resignation.

Article XIII - Miscellaneous Leaves of Absence

Section 13.1. Discretionary Leaves.

The Village may grant a leave of absence without pay to any employee, subject to stipulations which are mutually agreed upon. The Village shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 13.2. Crisis Leave.

1. All regular full-time employees are entitled to the use of up to three (3) days of Crisis Leave per calendar year. Such leave shall be taken within fourteen (14) calendar days of death or at the time of a memorial service if this falls beyond the fourteen (14) calendar days. An employee shall obtain approval from the Department Head prior to the utilization of Crisis Leave. There shall be no accrual or payment for any leave not taken within the calendar year.
2. The use of Crisis Leave is limited to the following situations:
 - a) Death of a family member, as defined as an employee's spouse, mother, step-mother, mother-in-law, father, step-father, father-in-law, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandparent-in-law and grandchild.
 - b) Hospital admittance of immediate family member as defined as an employee's spouse, child, parent, step-mother, mother-in-law, step-father, father-in-law, step-son, step-daughter, grandparent and grandchild. Hospital admittance is defined as an overnight stay. Any hospitalization of the employee shall be covered by Sick Leave.

Section 13.3. Personal Days.

(a) Employees shall be granted two (2) personal leave days per calendar year. The use of personal leave days may be taken in one (1) hour increments. A request for personal leave is subject to advance approval by the employee's immediate non-bargaining unit supervisor, or, in the supervisor's absence, the Director or his designee. The employee should provide as much advance notice of a personal leave request as possible, and speak directly to his supervisor about the request. Such requests will not be arbitrarily denied by the Village.

(b) There shall be no accrual or payment for any personal leave day not taken within the calendar year.

Section 13.4. Military Leave.

Military leave shall be granted and provided in accordance with applicable law.

Section 13.5. Jury Duty and Court Leave.

Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employee would otherwise have been regularly scheduled to work excluding any overtime. In order to be eligible to receive compensation for jury duty, the employee shall be required to provide prior notice to his immediate supervisor or Department Head and the employee must endorse his jury duty check payable to the Village.

If the employee is required to attend court for other than jury service, and not in the employee's official capacity performing Village work responsibilities, then such absence from duty shall be charged against personal leave or vacation leave, provided the employee is entitled to such leave, or if he is not, it will be charged as a leave of absence without pay. Employees will be excused from work to attend court only if required by a subpoena or summons to attend as a plaintiff, defendant or witness at a hearing not part of the Village's business except that any employee subpoenaed by a governmental agency shall be treated as if on Village business. Employees required to attend court in their official capacity performing Village work responsibilities shall be granted a leave of absence with pay for that purpose.

Section 13.6. Family & Medical Leave Act.

Employees covered under this Agreement shall be provided benefits under the federal Family & Medical Leave Act, as defined in Chapter 8 E of the Village of Lombard Human Resources Manual (October 2011 Version). The Union has not waived its right to bargain over any changes to the Village policy. Employees who have worked for the Village for at least twelve (12) months, and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid and unpaid leave per calendar year for: birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member requiring inpatient care or continuing treatment by a health care provider. Provided the Village implements the same change for all other bargaining unit and non-bargaining unit employees, the Village may instead permit up to twelve (12) weeks of total leave based on a rolling 12-month period, measured backward from the date a leave is to be taken.

An "immediate family member" is an employee's son, daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The Village may require certification from the health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family & Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a Cesarean section.

Employees must provide the Village with thirty (30) day's notice if possible before taking such leave, or notify the Village as soon as practical. Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave. Before going on unpaid leave status for the serious health

condition of the employee requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave, all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave.

Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave (as allowed in 14.1(c)), all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave.

In the event an employee does not return to Village employment after taking leave under this Section, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave.

Article XIV - Sick Leave

Section 14.1. Use of Sick Leave.

Sick leave shall not be considered a privilege which may be used at the employee's discretion, but shall only be approved by the Village in the following situations:

- (a) Actual non-occupational illness or disability of the employee except as otherwise provided in Section 14.6 of this Article.
- (b) Medical or dental appointments for the employee which cannot be scheduled outside of normal working hours, provided that such leave may not exceed half a working day for an appointment without the approval of the Department Head.
- (c) Absence required by serious illness or disability of the employee's immediate family (as defined in Article XIII Section 13.2b) provided no more than nine (9) sick days may be used for this purpose in any one (1) calendar year, except in the case of unusual circumstances as approved by the Department Head or his designee. Such approval shall be equitably granted to all bargaining unit members under similar circumstances.

Section 14.2. Accrual.

Sick leave shall be accrued by all eligible employees on a bi-weekly basis beginning with the first day of employment. The rate of accrual is based upon accruing ninety-six (96) hours per calendar year. A probationary employee may be eligible to use up to three (3) days of accrued sick leave during the first six (6) months of employment. Employees shall not accrue sick leave for any pay period in which they work or receive pay for fewer than forty (40) hours.

Section 14.3. Accumulation.

Sick leave may be accumulated. An employee who retires after twenty (20) years of continuous service shall receive payment at their regular rate of pay for twenty-five (25) percent of any sick leave accrued in excess of eight-hundred (800) hours.

Section 14.4. Procedure.

To qualify for sick leave pay, an employee shall report any illness or disability to their immediate supervisor at least one-half (1/2) hour prior to the employee's regular starting time. Any exception to this requirement will be granted by the Village only with just cause provided by the employee. Upon return to work the necessary leave slip shall immediately be completed. In the case of suspected sick leave abuse, the Village may require a physician's report to confirm the employee's absence from work and/or his ability to continue to work. A physicians' report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. The Village will notify an employee in advance if a doctor's note is required in cases of suspected sick leave abuse. However, any time an employee uses sick leave for a period exceeding three (3) consecutive work days, a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an

expected date for the return of the employee to work.

Section 14.5. Failure to Notify.

If an employee for whatever reasons fails to notify the immediate supervisor according to the provisions explained in Section 14.4 of this Article, he shall be considered absent without authorization.

Section 14.6. Work Related Injury or Illness.

In the event that an employee is disabled in a work-related injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois Workers' Compensation Act.

Section 14.7. Physical Examination.

The Village reserves the right to require an employee to submit to a physical examination, at Village expense, when in the opinion of the Village the employee can no longer physically perform his regular duties.

Section 14.8. Outside Employment.

(a) An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment.

(b) Employees on sick leave may not try for, accept, or work in employment elsewhere or be self-employed except with Village authorization. Employees who violate this provision may be terminated immediately.

Section 14.9. Light Duty.

The Village may offer light duty assignments after receipt and evaluation of a physician's detailed restrictions for an employee who is unable to perform full duty responsibilities because of illness, injury or disability, provided such light duty work is available and the employee can be reasonably expected to perform the work. The physician's restrictions must detail the employee's capabilities and work restrictions relative to the available light duty assignment.

Section 14.10. Records of Sick Leave Usage.

The Village shall make available records of sick leave accrual and usage to the Union following the completion of every pay period.

Article XV - Rates of Pay

Section 15.1. Starting Pay.

A new hire into an existing bargaining unit position will normally be paid the minimum of the salary range for such position, provided however, that the Village may start a new hire at a higher salary based upon the employee's previous experience, training or qualifications.

Section 15.2. Salaries Above the Maximum.

For the term of this contract, an employee who is above the maximum of his assigned step of his classification shall not receive a salary increase added to their base salary until the maximum of the step catches up to their salary.

Section 15.3. Wage Increases.

Effective March 25, 2012, employees shall be placed at the pay step as defined by mutual agreement by the parties. Employees will receive that step pay for the remainder of the calendar year 2012. The step pay range for each bargaining unit position is listed in Appendix A to this Agreement. As demonstrated by Appendix A, bargaining unit step pay ranges will remain unchanged from the execution date of this Agreement up through and including December 31, 2014. On January 1, 2015, each step of the pay range listed in Appendix A will be increased by two percent (2.00%).

Beginning on January 1, 2013, employees will progress through the step pay ranges listed in Appendix A. If an employee receives a "meets expectations" or higher rating on his annual performance evaluation, the employee will advance a step on the applicable step pay range listed in Appendix A (as long as the employee is not at the maximum step). Employee evaluations shall be conducted on or before December 1st of each calendar year of this Agreement with step increases effective January 1st of the applicable calendar year.

If an employee receives a "below expectations" on his annual performance evaluation, the employee will receive no step increase effective January 1. The employee will be reevaluated on or before June 1. If the employee receives a "meets expectations" or higher rating during his mid-year performance evaluation, the employee will advance a step on the applicable step pay range listed in Appendix A effective July 1. If during the mid-year performance evaluation, the employee again receives a "below expectations", the employee will receive no step increase for the remainder of that calendar year.

Employees who have not satisfactorily completed their probationary period by the beginning of the Village's fiscal year shall not receive their wage increase until the satisfactory completion of their probationary period.

Employees receiving a promotion shall be moved to the new range based on years of service at the Village of Lombard. Such increase shall take effect with the beginning of the first pay period following the effective date of the promotion. A promotion is defined as a re-assignment to a position which entails greater skills and/or added responsibilities.

Employees assigned to the Maintenance Worker I classification shall go to the Maintenance Worker II classification the January 1st following the employee completing the eighth year of the Maintenance Worker I classification. Employees assigned to the Mechanic classification shall go to the Senior Mechanic classification the January 1st following the employee completing the eighth year of the Mechanic classification. These reclassifications shall not be considered promotions.

No wage increases shall occur during any contract renewal negotiations.

Section 15.4. Out-of-Classification Pay.

When an employee is temporarily assigned to spend one-half (1/2) of the work day or more, or work outside of the employee's normal work day performing work in a higher position classification than his regular position classification for instances such as when filling in for someone on leave, vacation or other circumstances, he shall receive compensation which is five percent (5%) higher than his regular hourly rate of pay. To be eligible for out-of-classification pay, the employee must be directed to perform or be held accountable for the duties which distinguish the higher position classification the employee normally occupies. The use of any leave time (i.e., vacation, sick, personal, holiday) shall be at the employee's normal rate of pay.

All employees in the Crew Leader position shall participate in the Public Works Supervisor Call-Out rotation. The Village will make up a calendar schedule as to the exact weeks for the rotation assignment.

When the Crew Leaders participate in the rotation, they will be paid 5% above their regular hourly rate of pay for the week for both straight working time and for all overtime. While on call, the Crew Leaders have the use of a Village vehicle to take home. The Crew Leaders shall be responsible for all tolls and shall be responsible for the reporting and submittal of personal use of the Village vehicle, which shall include commuting miles in accordance with IRS rules and Village policies. They will be paid two hours of straight time for Saturdays, Sundays and holidays. They will be guaranteed two hours of straight time for Mondays through Fridays (i.e., 2 hours for each work day), however, the two hour straight time guarantee will be eliminated on days when the Crew Leaders participate in an overtime call-out (excluding Saturdays, Sundays and holidays). The two hours for Crew Leaders shall commence upon receipt of the page or call out. Crew Leaders shall not be compensated for time returning to their destination following a call out.

Employees engaged in ground based forestry work or utility locates shall not be eligible for Out-of-Classification Pay.

Section 15.5. License Bonus.

The following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Public Water Supply Operators Certificate of Technical Competency:

| <u>Class "A"</u> | <u>Class "B"</u> | <u>Class "C"</u> | <u>Class "D"</u> |
|------------------|------------------|------------------|------------------|
| \$1,315.00 | \$1,065.00 | \$815.00 | \$565.00 |

The following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Wastewater Collection System Operator Certificate of Technical Competency:

| | |
|---------------------------------------------------|--------------|
| <i>IEPA Wastewater Collection System Operator</i> | <i>\$290</i> |
|---------------------------------------------------|--------------|

The following premium pay shall be provided to employees who possess an International Society of Arboriculture (ISA) Certification:

| | |
|-------------------------------|--------------|
| <i>ISA Certified Arborist</i> | <i>\$425</i> |
|-------------------------------|--------------|

The following premium pay shall be provided to employees who possess an Illinois Department of Agriculture Public Operator's License under the Illinois Pesticide Act:

| | |
|-----------------------------------------------------|--------------|
| <i>IL Department of Agriculture Public Operator</i> | <i>\$290</i> |
|-----------------------------------------------------|--------------|

The Village will reimburse a qualified employee for the actual fee for taking an approved licensure test under this section, including renewals, provided the employee submits proof acceptable to the Village.

The premium pay shall be extended to all employees who obtain and/or possess the license(s). Payments of all premium pay shall be processed bi-weekly with 1/26th of the annual amount being paid with each paycheck.

Article XVI - Employee Development and Training

Section 16.1. Tuition Reimbursement.

The Village encourages employees to voluntarily pursue educational programs related to their positions with the Village. Such participation shall follow current Village policy as described in the section pertaining to the tuition reimbursement program of the Village Human Resources Manual, as it may change from time to time.

Section 16.2. Training.

When practicable the Village shall endeavor to train employees on general operations and the operation of equipment and to send employees to relevant seminars and courses.

Section 16.3. Performance Evaluations.

Employees shall have the right to request informal conferences with their supervisor to discuss work performance. Employee performance evaluations shall be conducted at least once per year. Upon request at the time of evaluation, an employee will be given a copy of his performance appraisal.

Employees shall have the right to appeal their evaluation. The appeal should be made within seven (7) calendar days from the date the evaluation was given. The appeal will be reviewed by the Superintendent of the division that employee is assigned to. The review will be conducted based upon the materials submitted by the employee and his supervisor. The Superintendent will have seven (7) days to provide a written response to the employee. If an employee is still not satisfied with the Superintendent's written response, the evaluation can be subject to the grievance procedure, starting at STEP 3 as defined in Article IV of this Agreement.

Article XVII - Insurance

Section 17.1. Hospitalization & Major Medical

The Village agrees to provide hospitalization and major medical insurance for all eligible employees. An employee electing single coverage shall make the following premium contributions per pay period, ten percent (10%) of the premium for the plan, i.e., the HMO or PPO.

In addition to existing employee premium contributions for family coverage, the Village reserves the right to pass along up to a maximum of thirty-five percent (35%) of any increase in premium cost for family coverage provided said increase is required of all other Village employees with family coverage. The Village shall provide for informational purposes reasonable documentation to show any increase in the employee share of family coverage. This information shall be provided to the Union no less than thirty (30) days prior to implementation or as soon as it is available to the Village.

The current Blue Cross/Blue Shield PPO and HMO plans that are currently offered to bargaining unit employees will remain in effect up through and including May 31, 2012, after which bargaining unit employees will be covered by the same Blue Cross/Blue Shield PPO and HMO plans that apply to non-bargaining unit personnel; provided, however, that the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits and benefit levels are substantially the same as those in effect as of the date this Agreement is executed. Notwithstanding the above, the Village also shall have the right to make any plan changes to health insurance including premiums, deductible, co-pays, etc., so long as such changes are equally applicable to other full-time Village employees.

Section 17.2. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider options, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures. The Village shall provide a notice to the Union of thirty (30) calendar days prior to any change in insurances. The parties agree to discuss any such change at a regular or special Labor-Management meeting prior to any change.

Section 17.3. Terms of Policies.

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. The Village will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles by incumbent insurance providers, so long as the Village uses its best efforts to minimize changes by incumbent insurance providers from one (1) plan year to another. Any

questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 17.4. HMO Option.

The Village agrees to provide an HMO Plan as an alternative to the group insurance plan. Premiums paid by the Village for said Plan shall not exceed those paid for group hospitalization and major medical insurance.

Section 17.5. Life Insurance.

(a) The Village shall provide term life insurance coverage for all eligible employees subject to IRS tax guidelines in the policy amount of \$100,000.

The Village agrees to provide payroll deductions for the Illinois Municipal Retirement Fund (IMRF) group life insurance program.

Section 17.6. COBRA Rights.

(a) Any employee upon resigning or retiring from Village service may choose to continue participation in either a health insurance plan and/or a life insurance plan. This participation is based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of this conversion shall be entirely at the employee's sole expense.

(b) In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), continuation of an employee's group health plan is available for eighteen (18) or thirty-six (36) months, depending on the reason for termination of employee or dependent status. Cost of this continuation coverage shall be borne solely by the participant. This will remain in effect only as long as COBRA remains in effect.

Section 17.7. Flexible Spending Program.

The Village agrees to provide a flexible spending program pursuant to Internal Revenue Code, Section 125.

Section 17.8. Dental Insurance.

The Village of Lombard agrees to continue to offer dental insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating employees.

Section 17.9. Vision Insurance.

The Village of Lombard agrees to continue to offer vision insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the vision insurance shall be borne solely by the participating employees.

Section 17.10. Severance

Any regular full-time employee hired before January 1, 2009 and who is immediately eligible and begins collecting retirement benefits from the IMRF upon separation from employment shall be awarded retirement pay from the Village based upon the following schedule:

- | | | |
|----|-----------------------------|---------|
| a) | 10-14 years of service | 4 weeks |
| b) | 15-19 years of service | 7 weeks |
| c) | 20 or more years of service | 9 weeks |

Note: The above amounts are non-cumulative. "Service" refers to years of consecutive service in the bargaining unit. The maximum payout under this Section shall be 9 weeks.

No employee shall be entitled to the benefit described herein if they previously received any retirement benefit from the Village as a result of work in a position outside the bargaining unit, including but not limited to retirement severance pay.

No employee hired on or after January 1, 2009 shall be eligible for any benefits under this Section, unless such a benefit is extended to all non-represented Village employees hired on or after such date.

Section 17.11. Retirement Health Savings Plan.

The Retirement Health Savings Plan was terminated as of May 31, 2008. The parties may, by mutual written agreement, elect to agree to a new plan during the term of this Agreement.

Article XVIII - Safety and Health

Section 18.1. Compliance with Rules.

Both parties to this Agreement hold themselves responsible for mutual cooperation in enforcement of safety rules and regulations and compliance with applicable laws.

Section 18.2. Training and Unsafe Conditions.

The Village will train employees, where practicable, in safe work procedures and the use of equipment.

If an employee has justifiable reason to believe that his safety and health are in imminent danger due to an alleged unsafe working condition or alleged unsafe equipment, he shall immediately inform his supervisor who shall have the responsibility to determine what action, if any, be taken, including whether or not the job should be shut down.

Section 18.3. Safety Grievances.

A grievance involving an alleged violation of Section 18.2 may be submitted directly in Step 3 of the grievance procedure and a grievance hearing shall be scheduled as soon as practicable.

Section 18.4. Safety Committee.

A joint safety committee shall be formed by the Village and the Union. Said Committee shall consist of not more than three (3) employees representing the Union and three (3) persons representing the Village and shall meet not less than once every other month or at the request of the majority of the members, to review or make recommendations on safety or health conditions and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the joint safety committee will be paid by the Village for time spent at such meetings, but only at the straight time regular hourly rate for the hours they would otherwise have worked in their regular work schedule.

Article XIX - Uniforms, Clothing and Tools

Section 19.1. Required Uniforms.

Every employee agrees to wear all uniform items, safety shoes and protective gear once provided by the Village, during working hours. The appropriate uniform and protective items for existing weather and working conditions will be determined by the immediate supervisor in conjunction with the Operations and/or Utilities Superintendent. Village emblems will be worn as required by Departmental Rules and Regulations regarding uniforms.

Section 19.2. Protective Clothing.

The Village shall provide protective clothing which may be necessary to safely accomplish specific work functions including: gloves, rain gear, rubber boots, safety helmets, hip waders, safety glasses, socks, belts and other items as may be deemed appropriate.

Employees bear the responsibility to ensure that all equipment and articles of clothing meet safety and work rule standards in place for the Village. It shall be the obligation of an employee to provide sufficient evidence to the Director of Public Works, or his designee, that equipment meets all requirements.

The Village shall establish the minimum standard for Personal Protective Equipment (PPE). Employees desiring PPE that exceed the minimum standard established shall be responsible for the cost difference. The Village will deduct the additional cost of each item from the requesting employee's Clothing Allowance as defined in Section 19.3.

Section 19.3. Clothing Allowance.

Employees will be permitted to use the remaining balance of their five hundred twenty five dollars (\$525) annual clothing allowance (which was awarded on June 1, 2011) up through and including May 31, 2012. Beginning on June 1, 2012, employees will receive a five hundred fifty dollars (\$550) annual clothing allowance. This annual clothing allowance will increase to five hundred seventy five dollars (\$575) on June 1, 2013, six hundred dollars (\$600) on June 1, 2014, and six hundred twenty five dollars (\$625) on June 1, 2015 for the following items: short or long sleeve shirts, T-shirts, trousers, jeans, blue jean tailored/work shorts, safety shoes, insulated coveralls, spring weight jacket, winter weight jacket and safety prescription glasses. The above items shall only be ordered by the Village, unless otherwise approved by the Village. Only approved items as defined in the Personal Appearance Policy (PW-18) shall be worn during working hours.

The Village will discuss with the Union ways to increase the number of places accepting direct billing to the Village for uniform allowance purchases.

Section 19.4. Tools and Equipment.

The Village shall continue to provide all necessary tools and equipment for the performance of all Village work assignments. The Village reserves the right to utilize global positioning systems

(GPS) in Village vehicles and equipment.

Section 19.5. CDL Test Preparation and License Fees.

The Village agrees to refund employees' costs, not to exceed \$12.00, for AFSCME or other training materials used in preparation for the CDL examination administered by the Illinois Secretary of State's office provided the employees pass the examination on the first attempt and appropriate documentation of payment (e.g., canceled check) and passage in the first attempt are submitted. Furthermore, the Village of Lombard agrees to make a vehicle available, during working or non-working hours as the testing schedule requires, to an employee required to take a driving test to obtain a commercial driver's license.

The Village also agrees to reimburse employees the amount of the license fee and endorsement fees for all licenses and endorsements required, requested or approved by the Village. Employees must provide a receipt or canceled check and a copy of the license to receive reimbursements.

Article XX - Non-Discrimination.

Section 20.1. Equal Employment Opportunity.

In accordance with applicable law both the Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disabilities and Union activities or non-Union activities.

Section 20.2. Union Activity.

The Village and Union agree that 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 or non-membership in, or lawful activities on behalf of the Union.

Article XXI - Subcontracting

Section 21.1. Policy.

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out work it may deem necessary in the interest of efficiency, economy, improved work product or service, or in an emergency.

Section 21.2. Notice and Discussion.

Within forty-five (45) days of the fiscal year or final approval of the budget, whichever is earlier, the Village will provide to the Union a list of major projects to be subcontracted, which have been approved in the budget appropriation for that year. Questions regarding such projects and future non-emergency projects may be brought to the Labor-Management Committee for discussion at the request of either party. At the Labor-Management meeting the Union may suggest ways to perform the work in a more cost effective manner. The parties agree to convene a special Labor-Management meeting (if requested by either party) in the event subcontracting is contemplated.

Article XXII - Rules & Regulations

The Village may adopt, change or modify work rules. The Village agrees to post or make available in the department, a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes work rules or issues new rules applicable to employees, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village before they become effective if the Union so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

Article XXIII - Strikes and Lockouts

Section 23.1. No Strikes.

The Union and employees, individual and/or collectively, agree that during the life of this Agreement, they shall not cause, encourage, participate in, or support any strike, picket, boycott, work stoppage, or slowdown against the Village or other curtailment or restriction, interruption of or interference with the services, work or other normal functions of the Village. Violation of this Section by a Union employee member or employee members shall be grounds for disciplinary action up to and including discharge.

Section 23.2. Union Responsibility.

In the event of a violation of Section 23.1 of this Article by the Union or any of its members, the Union shall cooperate with the Village and shall actively discourage and prevent or terminate any such actions. In the event a violation occurs, the Union shall immediately notify all employees that such action is prohibited and order all employees to return to work.

Section 23.3. No Lockout.

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

Article XXIV - Personnel Files

The Village shall maintain an official personnel file for each employee.

(a) An employee shall have access to his official personnel file located in the Human Resources Office after receiving approval to do so during the normal working hours by the Department Head or his designee. An employee's bargaining unit representative in the course of investigating a grievance, may, with the written permission of the involved employee, have access to his personnel file. An investigation of a personnel file shall take place during the final thirty (30) minutes prior to the end of the workday.

(b) Letters of commendation and letters of appreciation shall be placed in the official personnel file.

Article XXV - Savings Clause

If any Article or any Section of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions and Sections of this Agreement shall continue in effect and shall not affect the other Articles and Sections or portions thereof which shall be valid. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

Article XXVI - Waiver

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or otherwise unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement.

Therefore, the Village and the Union for the life of this Agreement each voluntarily and unqualifiedly 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, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This waiver shall also apply to any effects bargaining to which the parties during the life of this Agreement might be otherwise entitled.

Article XXVII - General Provisions

Employees are permitted to undertake outside employment or self-employment in addition to Village employment provided such outside employment or self-employment is not inconsistent or incompatible with Village employment. Employees who undertake outside employment or self-employment shall provide to the Department Head or his designee written notice of such activity and any changes in such activity. The Department Head shall determine whether such employment interferes with or is otherwise incompatible with Village employment and advise the employee of such determination and any action that may be necessary to resolve any conflicts with Village employment.

Article XXVIII- Duration

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than ninety (90) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to the anniversary date unless mutually agreed upon by both parties. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days notice of its intent to terminate after December 31, 2015.

Signed and entered into this ____ day of _____, 2012.

American Federation of State, County
& Municipal Employees, AFL-CIO,
Council 31, Local 89

Village of Lombard

Thomas Opolony, AFSCME Local 89

David Hulseberg

Michael Bergen, AFSCME Local 89

Carl Goldsmith

Erik Lindgren, AFSCME Local 89

Kathleen Dunne

Dave Moody, AFSCME Local 89

David Gorman

Ron Nastasowski, AFSCME Local 89

Thomas Ellis

Karmen Lee Ortloff, AFSCME Council 31

Angela Podesta

Timothy Sexton

Appendix A

Maintenance Worker I Transitioning to Maintenance Worker II

| Step | Description | 2012- 2014 | 2015 |
|-------------|----------------------------------------|-------------------|-------------|
| Step 1 | Less than one full year | \$40,000 | \$40,800 |
| Step 2 | One year one day to two years | \$41,600 | \$42,432 |
| Step 3 | Two years one day to three years | \$43,264 | \$44,129 |
| Step 4 | Three years one day to four years | \$44,995 | \$45,894 |
| Step 5 | Four years one day to five years | \$46,794 | \$47,730 |
| Step 6 | Five years one day to six years | \$48,666 | \$49,639 |
| Step 7 | Six years one day to seven years | \$50,613 | \$51,625 |
| Step 8 | Seven years one day to eight years | \$52,637 | \$53,690 |
| Step 9 | Eight years one day to nine years | \$54,743 | \$55,838 |
| Step 10 | Nine years one day to ten years | \$56,932 | \$58,071 |
| Step 11 | Ten years one day to eleven years | \$59,210 | \$60,394 |
| Step 12 | Eleven years one day to twelve years | \$61,578 | \$62,810 |
| Step 13 | Twelve years one day to thirteen years | \$64,041 | \$65,322 |
| Step 14 | Thirteen years one day and after | \$66,603 | \$67,935 |

Forestry Technicians

| Step | Description | 2012-2014 | 2015 |
|-------------|----------------------------------------|------------------|-------------|
| Step 1 | Less than one full year | \$42,500 | \$43,350 |
| Step 2 | One year one day to two years | \$44,009 | \$44,889 |
| Step 3 | Two years one day to three years | \$45,571 | \$46,482 |
| Step 4 | Three years one day to four years | \$47,189 | \$48,133 |
| Step 5 | Four years one day to five years | \$48,864 | \$49,841 |
| Step 6 | Five years one day to six years | \$50,599 | \$51,611 |
| Step 7 | Six years one day to seven years | \$52,395 | \$53,443 |
| Step 8 | Seven years one day to eight years | \$54,255 | \$55,340 |
| Step 9 | Eight years one day to nine years | \$56,181 | \$57,305 |
| Step 10 | Nine years one day to ten years | \$58,175 | \$59,339 |
| Step 11 | Ten years one day to eleven years | \$60,241 | \$61,446 |
| Step 12 | Eleven years one day to twelve years | \$62,379 | \$63,627 |
| Step 13 | Twelve years one day to thirteen years | \$64,594 | \$65,886 |
| Step 14 | Thirteen years one day and after | \$66,887 | \$68,225 |

Mechanics Transitioning to Senior Mechanics

| Step | Description | 2012-2014 | 2015 |
|-------------|----------------------------------------|------------------|-------------|
| Step 1 | Less than one full year | \$44,100 | \$44,982 |
| Step 2 | One year one day to two years | \$45,864 | \$46,781 |
| Step 3 | Two years one day to three years | \$47,699 | \$48,653 |
| Step 4 | Three years one day to four years | \$49,607 | \$50,599 |
| Step 5 | Four years one day to five years | \$51,591 | \$52,623 |
| Step 6 | Five years one day to six years | \$53,654 | \$54,727 |
| Step 7 | Six years one day to seven years | \$55,801 | \$56,917 |
| Step 8 | Seven years one day to eight years | \$58,033 | \$59,193 |
| Step 9 | Eight years one day to nine years | \$60,354 | \$61,561 |
| Step 10 | Nine years one day to ten years | \$62,768 | \$64,023 |
| Step 11 | Ten years one day to eleven years | \$65,279 | \$66,584 |
| Step 12 | Eleven years one day to twelve years | \$67,890 | \$69,248 |
| Step 13 | Twelve years one day to thirteen years | \$70,606 | \$72,018 |
| Step 14 | Thirteen years one day and after | \$73,427 | \$74,895 |

Crew Leaders

| Step | Description | 2012-2014 | 2015 |
|-------------|----------------------------------------|------------------|-------------|
| Step 1 | Less than one full year | \$50,000 | \$51,000 |
| Step 2 | One year one day to two years | \$51,500 | \$52,530 |
| Step 3 | Two years one day to three years | \$53,045 | \$54,106 |
| Step 4 | Three years one day to four years | \$54,636 | \$55,729 |
| Step 5 | Four years one day to five years | \$56,275 | \$57,401 |
| Step 6 | Five years one day to six years | \$57,964 | \$59,123 |
| Step 7 | Six years one day to seven years | \$59,703 | \$60,897 |
| Step 8 | Seven years one day to eight years | \$61,494 | \$62,724 |
| Step 9 | Eight years one day to nine years | \$63,339 | \$64,605 |
| Step 10 | Nine years one day to ten years | \$65,239 | \$66,543 |
| Step 11 | Ten years one day to eleven years | \$67,196 | \$68,540 |
| Step 12 | Eleven years one day to twelve years | \$69,212 | \$70,596 |
| Step 13 | Twelve years one day to thirteen years | \$71,288 | \$72,714 |
| Step 14 | Thirteen years one day and after | \$73,427 | \$74,895 |

Water Plant Operator

| Step | Description | 2012-2014 | 2015 |
|-------------|----------------------------------------|------------------|-------------|
| Step 1 | Less than one full year | \$44,960 | \$45,859 |
| Step 2 | One year one day to two years | \$46,592 | \$47,524 |
| Step 3 | Two years one day to three years | \$48,283 | \$49,249 |
| Step 4 | Three years one day to four years | \$50,036 | \$51,037 |
| Step 5 | Four years one day to five years | \$51,852 | \$52,889 |
| Step 6 | Five years one day to six years | \$53,735 | \$54,809 |
| Step 7 | Six years one day to seven years | \$55,685 | \$56,799 |
| Step 8 | Seven years one day to eight years | \$57,707 | \$58,861 |
| Step 9 | Eight years one day to nine years | \$59,801 | \$60,997 |
| Step 10 | Nine years one day to ten years | \$61,972 | \$63,211 |
| Step 11 | Ten years one day to eleven years | \$64,222 | \$65,506 |
| Step 12 | Eleven years one day to twelve years | \$66,553 | \$67,884 |
| Step 13 | Twelve years one day to thirteen years | \$68,969 | \$70,348 |
| Step 14 | Thirteen years one day and after | \$71,472 | \$72,902 |

SIDE LETTER AGREEMENT

This is a side letter to the 2011-2015 collective bargaining agreement between the Village of Lombard (“Village”) and AFSCME Council 31, Local 89 (“Union”). The Village and the Union hereby agree as follows:

1. All bargaining unit employees will receive a one-time, lump sum bonus in the gross amount of \$250.00 in lieu of retroactive pay which said amount shall not be added to base pay, and which said amount shall be paid within 30 days of ratification by the Union and approval by the Village Board of the 2011-2015 collective bargaining agreement.
2. Any employee at the top of their pay range will receive the following one-time, lump sum bonus, not added to base salary:

| | |
|------------------------------------------------------------|------------|
| Upon execution of this Agreement through December 31, 2012 | \$750.00 |
| January 1, 2013 through December 31, 2013 | \$750.00 |
| January 1, 2014 through December 31, 2014 | \$1,000.00 |
| January 1, 2015 through December 31, 2015 | \$1250.00 |

3. The following bargaining unit employees shall receive a \$1250.00 one-time, lump sum bonus, not added to their base pay in lieu of the \$750.00 bonus upon execution of this Agreement through December 31, 2012.

| | |
|-------------|---------|
| BREHM | WILLIAM |
| JAKUBIK | JOSEPH |
| OPOLONY | THOMAS |
| HARVEY | WILLIAM |
| MOODY | DAVID |
| BARBIER | KEVIN |
| BERGEN | MICHAEL |
| VOREL | ERIC |
| TIRJER | ROBERT |
| NASTASOWSKI | RON |
| LAMONTAGNA | ROBERT |
| STILLWELL | SHAUN |

4. The following one (1) bargaining unit employee shall move to \$50,000 annual base salary upon execution of this Agreement:

CILELLA DAVID

Executed this ___ day of _____, 2012.

AGREED:

American Federation of State, County
& Municipal Employees, AFL-CIO,
Council 31, Local 89

Village of Lombard

Thomas Opolony, AFSCME Local 89

David Hulseberg

Michael Bergen, AFSCME Local 89

Carl Goldsmith

Erik Lindgren, AFSCME Local 89

Kathleen Dunne

Dave Moody, AFSCME Local 89

David Gorman

Ron Nastasowski, AFSCME Local 89

Tom Ellis

Karmen Lee Ortloff, AFSCME Council 31

Angela Podesta

Tim Sexton

RESOLUTION

R _____ 12

**A RESOLUTION AUTHORIZING SIGNATURE OF THE
VILLAGE MANAGER AND/OR DESGNEES ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have reviewed the proposed Agreement between the American Federation of State County, and Municipal Employees (AFSCME) Local 31 and the Village of Lombard as attached herto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village Manager and/or his designee(s) be and hereby is authorized to sign on behalf of the Village of Lombard said agreement.

Adopted this _____ day of _____, 2012.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2012.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk