

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**

_____ Resolution or Ordinance (Blue)
_____ Recommendations of Boards, Commissions & Committees (Green)
 X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Kathleen Dunne, Director of Human Resources
DATE: November 20, 2018 (B of T) Date: December 6, 2018
TITLE: Memorandum of Agreement Between the Village of Lombard and Service Employees International Union Local 73 (SEIU) bargaining unit

BACKGROUND/POLICY IMPLICATIONS:

The Village of Lombard and Service Employees International Union Local 73 (SEIU) bargaining unit mutually agreed to a Memorandum of Agreement for the wage reopeners for 2019 and 2020.

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager *Kathleen Dunne* Date *11/20/18*

MEMORANDUM OF AGREEMENT

The Village of Lombard (“Village”) and the Service Employees International Union Local 73 (“Union” or “SEIU”), hereby agree as follows:

WHEREAS, the Village and Union are parties to a collective bargaining agreement (“CBA”), whose term currently expires on December 31, 2020; and

WHEREAS, Section 18.1(A)-(B) of the aforementioned CBA contains wage reopener provisions for contract years 2019 and 2020, which give the parties an opportunity to negotiate a different pay amount for 2019 and 2020 than the minimum amounts already set forth in Section 18.1(A)-(B) of the CBA; and

WHEREAS, the Village and SEIU met pursuant to the 2019 contractual wage reopener for purposes of negotiating employee wage increases for contract years 2019 and 2020; and

WHEREAS, the Village and SEIU have agreed upon wage increases for both contract years 2019 as well as 2020, such that the parties wish to waive the contractual wage reopener described in Section 18.1(A)-(B) of the CBA for contract year 2020;

WHEREAS, the Village and SEIU wish to memorialize their wage reopener agreement for contract years 2019 and 2020, and in the process modify the terms of Section 18.1 for the remaining term of the parties’ current CBA;

WHEREFORE, in consideration of the mutual promises and agreements contains in this Memorandum of Agreement, the Village and Union hereby agree as follows:

1. The following two pay charts will be added to Section 18.1 of the parties’ current 2016-2020 CBA, and positioned immediately following the 2018 pay chart in that Section. These pay charts will be treated as a part of the parties’ CBA for the time period beginning on January 1, 2019 and ending on December 31, 2020:

***The following chart will apply to the timeframe from 01/01/19 to 12/31/19**

Job Title	Starting	Maximum
Accountant	\$56,145.10	\$84,166.91
Accounting Assistant	\$41,298.78	\$56,868.26
Accounts Payable/Accounts Receivable Clerk	\$42,751.50	\$58,869.10
Administrative Coordinator – FT	\$46,323.20	\$69,738.30
Administrative Coordinator – PT	\$22.2708/hr	\$33.5280/hr
Administrative Secretary –FT	\$44,537.90	\$67,333.53
Administrative Secretary – PT	\$21.4125/hr	\$32.3719/hr
Building Division Representative –PT	\$21.4125/hr	\$29.4850/hr
Chief Electrical Inspector/Plan Reviewer – PT	\$27.6611/hr	\$40.8186/hr

Civil Engineering Technician	\$51,681.30	\$71,163.97
Code Enforcement Coordinator	\$52,061.82	\$71,689.80
Code Enforcement Officer – PT	\$24,8468/hr	\$34,2135/hr
Customer Service Representative	\$36,330.36	\$50,026.59
Customer Service Representative –PT	\$17,8158/hr	\$24,5322/hr
Development Services Inspector	\$52,061.82	\$71,689.80
Fire Prevention Inspector – PT	\$26,9929/hr	\$37,1696/hr
Geographic Information Systems Tech	\$56,145.10	\$84,166.91
Plan Review/Inspector	\$65,000	\$90,000
Planner I –PT	\$26,9929/hr	\$41,8986/hr
Plumbing Plan Review/Inspector –PT	\$28,2143/hr	\$38,8515/hr
Public Works Data Entry Clerk – PT	\$16,6705/hr	\$22,9554/hr
Senior Building Division Representative	\$49,578.12	\$68,268.60
Senior Planner	\$63,288.50	\$87,149.11
Water Billing Representative	\$40,966.20	\$56,410.20

***The following chart will apply to the timeframe from 01/01/20 to 12/31/20**

Job Title	Starting	Maximum
Accountant	\$57,268.00	\$85,850.25
Accounting Assistant	\$42,124.76	\$58,005.63
Accounts Payable/Accounts Receivable Clerk	\$43,606.53	\$60,046.48
Administrative Coordinator -- FT	\$47,249.66	\$71,133.07
Administrative Coordinator - PT	\$22,7162/hr	\$34,1985/hr
Administrative Secretary -FT	\$45,428.67	\$68,680.20
Administrative Secretary -- PT	\$21,8407/hr	\$33,0193/hr
Building Division Representative -PT	\$21,8407/hr	\$30,0746/hr
Chief Electrical Inspector/Plan Reviewer -- PT	\$27,6611/hr	\$40,8186/hr
Civil Engineering Technician	\$52,714.93	\$72,587.63
Code Enforcement Coordinator	\$53,103.06	\$73,123.60
Code Enforcement Officer - PT	\$25,3460/hr	\$34,8942/hr
Customer Service Representative	\$37,798.11	\$52,047.67
Customer Service Representative -PT	\$17,8159/hr	\$24,5322/hr
Development Services Inspector	\$53,103.05	\$73,123.60
Fire Prevention Inspector - PT	\$27,5328/hr	\$37,9129/hr
Geographic Information Systems Tech	\$57,268.00	\$85,850.25
Plan Review/Inspector	\$66,300	\$91,800

Planner I -PT	\$27.5328/hr	\$37.9129/hr
Plumbing Plan Review/Inspector -PT	\$28.7786/hr	\$39.6285/hr
Public Works Data Entry Clerk - PT	\$17.0039/hr	\$23.4145/hr
Senior Building Division Representative	\$50,569.68	\$69,633.97
Senior Planner	\$64,554.27	\$88,892.09
Water Billing Representative	\$41,785.52	\$57,538.40

2. Section 18.1(A) of the parties' current 2016-2020 CBA is modified and superseded as follows for the time period beginning on January 1, 2019 and ending on December 31, 2020:

A. Pay Increases for Employees Above the Minimum and Below the Maximum. For those employees who are employed by the Village between January 1, 2019 and December 31, 2020, and who are above the minimum but have not yet reached the maximum salary or the hourly rate of pay listed in the above charts, those employees shall receive the following percentage pay increases (assuming the pay increases do not result in the employee exceeding the maximum salary or hourly rate of pay listed in the above charts):

1/1/19—2.00% increase in their hourly rate of pay (for non-exempt hourly employees) or salary (for exempt salaried employees)

1/1/20 –2.00% increase in their hourly rate of pay (for non-exempt hourly employees) or salary (for exempt salaried employees)

Such pay raises are contingent on the employees receiving at least a "meets expectations" on their annual performance evaluation for the previous 12-month period. For newly hired or newly promoted employees, the above-described pay increases will become effective upon successful completion of the employee's 6-month or 9-month probationary periods, whichever is applicable.

No further pay increases will occur after December 31, 2020 unless or until the parties mutually agree to such increases.

With these modifications, the parties acknowledge that they have fulfilled their contractual wage reopener obligations found in the original wording of Section 18.1(A) of the parties' current 2016-2020 CBA, and the parties agree that they will have no further wage reopener bargaining obligations for contract years 2019 and 2020.

3. Section 18.1(B) of the parties' current 2016-2020 CBA is modified and superseded as follows for the time period beginning on January 1, 2019 and ending on December 31, 2020:

B. 2019 Pay Increases for Employees Below the Minimum. Notwithstanding Subsection (A) above, the seven (7) employees listed in the parties' "2019 SEIU-Lombard Salary Memorandum of Understanding" shall

receive the minimum salary or hourly rate of pay associated with their respective job titles in the above chart, beginning on January 1, 2019 (or any different date specified in the "2019 SEIU-Lombard Salary Memorandum of Understanding").

Such pay raises are contingent on the aforementioned seven (7) employees receiving at least a "meets expectations" on their annual performance evaluation for the previous 12-month period (if applicable), and the employee's continued employment with the Village as of January 1, 2019 (or any alternate date specified in the "2019 SEIU-Lombard Salary Memorandum of Understanding"). Assuming their continued employment for the 2020 contract year, the aforementioned seven (7) employees will be subject to the 2020 wage provisions described in Subsection (A) above.

Any employees newly hired in November and December 2018, and whose starting pay is below the minimum in the above charts as of January 1, 2019, will not be subject to the 2019 pay increases described in Subsection (A) above. Instead, the aforementioned newly hired employees shall receive the minimum salary or hourly rate of pay associated with their respective job titles in the above chart, beginning on the date that they successfully complete their 6-month or 9-month probationary periods, whichever is applicable. Assuming their continued employment for the 2020 contract year, the aforementioned employees hired in November and December 2018 will be subject to the 2020 wage provisions described in Subsection (A) above.

With these modifications, the parties acknowledge that they have fulfilled their contractual wage reopener obligations found in the original wording of Section 18.1(B) of the parties' current 2016-2020 CBA, and will have no further wage reopener bargaining obligations for contract years 2019 and 2020.

4. Section 18.1(C) of the parties' current 2016-2020 CBA will be deleted and no longer have any force or effect for the time period beginning on January 1, 2019 and ending on December 31, 2020.

5. Employees who are employed by the Village on January 1, 2019 will receive a one-time lump sum gross payment of one hundred and seventy-five dollars and zero cents (\$175.00), subject to any applicable withholdings as required by law, during one of the payroll periods in January 2019. The Village at its discretion may issue the aforementioned payment either in a separate stand-alone check or together with the employee's normal paycheck.

6. All other provisions of the parties' current 2016-2020 CBA will remain in full force and effect through December 31, 2020.

7. The terms of this Memorandum of Agreement (along with the modified and deleted provisions of the parties' 2016-2020 CBA referenced herein) are expressly conditioned on the ratification of this Memorandum by (first) SEIU bargaining unit members and (second) by

the Village Board of Trustees. If either SEIU or the Village Board fails to ratify this Memorandum of Agreement, this Agreement (along with the modified and deleted provisions of the parties' 2016-2020 CBA referenced herein) will be null and void and have no legally binding effect on the parties, in which case the original wording of the parties' 2016-2020 CBA will remain in effect through December 31, 2020.

Signed and entered into this 20th day of November, 2018.

For the Union:

For the Village:

