

**Agreement Between the**

**VILLAGE OF LOMBARD**

**AND**

**SEIU LOCAL 73  
SERVICE EMPLOYEES INTERNATIONAL UNION,  
CTW**

**2013-2015**



## PREAMBLE

THIS AGREEMENT, entered into by the VILLAGE OF LOMBARD (hereinafter referred to as the "Village" or the "Employer") and SEIU LOCAL 73 (hereinafter referred to as the "Union") in recognition of the Union's status as the representative of certain Village employees, and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:



ARTICLE I - RECOGNITION.....	2
SECTION 1.1 — RECOGNITION .....	2
SECTION 1.2 – DEFINITIONS .....	2
SECTION 1.3 – GENDER .....	2
ARTICLE II – UNION RIGHTS.....	3
SECTION 2.1 — UNION ACCESS .....	3
SECTION 2.2 — USE OF LEAVE TIME FOR UNION BUSINESS .....	3
SECTION 2.3 — BULLETIN BOARD.....	3
SECTION 2.4 – UNION STEWARDS.....	3
SECTION 2.5 – UNION INFORMATION REQUESTS .....	3
SECTION 2.6 — UNION ORIENTATION.....	4
SECTION 2.7 -- DUES DEDUCTION .....	4
SECTION 2.8 -- DUES REVOCATION .....	4
SECTION 2.9 -- FAIR SHARE.....	5
SECTION 2.10 --INDEMNIFICATION.....	5
ARTICLE III – MANAGEMENT RIGHTS .....	6
SECTION 3.1-- MANAGEMENT RIGHTS.....	6
SECTION 3.2 —SUBCONTRACTING.....	7
SECTION 3.3 —USE OF VILLAGE NON-BARGAINING UNIT PERSONNEL.....	7
ARTICLE IV – GRIEVANCE PROCEDURE.....	7
SECTION 4.1 — DEFINITION.....	7
SECTION 4.2 — GRIEVANCE PROCEDURE .....	8
SECTION 4.3 — ARBITRATION FEES AND EXPENSES .....	9
SECTION 4.4 — UNTIMELY RESPONSES OR APPEALS .....	9
SECTION 4.5 – BYPASS TO THE NEXT STEP.....	9
SECTION 4.6 – WITHDRAWN OR SETTLED GRIEVANCES .....	9
SECTION 4.7 — REPRESENTATION TIME .....	10
ARTICLE V – LABOR MANAGEMENT MEETINGS .....	10
ARTICLE VI – SENIORITY .....	10
SECTION 6.1 — DEFINITION SENIORITY.....	10
SECTION 6.2 — PROBATIONARY PERIOD .....	10
SECTION 6.3 — TERMINATION OF SENIORITY AND THE EMPLOYMENT RELATIONSHIP .....	11
SECTION 6.4 — JOB POSTINGS .....	12
ARTICLE VII -- LAYOFFS.....	12
SECTION 7.1 — LAYOFF .....	12
SECTION 7.2 — RECALL .....	13
SECTION 7.3 — EFFECTS OF LAYOFF .....	13
ARTICLE VIII – RULES AND REGULATIONS .....	14
ARTICLE IX – MISCELLANEOUS EMPLOYMENT POLICIES.....	14



SECTION 9.1 — REQUEST TO ENGAGE IN SECONDARY EMPLOYMENT .....14

SECTION 9.2 – SEARCH OF PERSONAL BELONGINGS .....14

SECTION 9.3 -- PERSONNEL FILES .....14

SECTION 9.4 – JOB DESCRIPTIONS.....15

SECTION 9.5 – RESIDENCY .....15

SECTION 9.6 – SURVEILLANCE EQUIPMENT .....15

SECTION 9.7 – DISCRIMINATION .....15

SECTION 9.8 DISCRIMINATION BASED ON UNION AND/OR PROTECTED CONCERTED ACTIVITY 15

ARTICLE X – HOURS OF WORK AND OVERTIME.....16

SECTION 10.1 – PURPOSE OF ARTICLE .....16

SECTION 10.2 – NORMAL WORK WEEK AND BREAK PERIODS .....16

SECTION 10.3 – WORK SCHEDULES .....16

SECTION 10.4 – OVERTIME AND COMPENSATORY TIME .....16

SECTION 10.5 --CALL-BACK.....17

SECTION 10.6 – NO PYRAMIDING.....17

ARTICLE XI – STRIKES AND LOCKOUTS .....18

SECTION 11.1 — NO STRIKE.....18

SECTION 11.2 — UNION OBLIGATIONS UNDER THIS ARTICLE .....18

SECTION 11.3 — NO LOCKOUT.....18

SECTION 11.4 — DISCIPLINE OF STRIKERS .....18

SECTION 11.5 — JUDICIAL RESTRAINT .....18

ARTICLE XII – DISCIPLINE .....18

SECTION 12.1 —DISCIPLINE .....18

SECTION 12.2 —UNION REPRESENTATION .....19

ARTICLE XIII - VACATIONS .....19

SECTION 13.1 – VACATION ACCRUAL SCHEDULE.....19

SECTION 13.2 – VACATION USE BY NEW EMPLOYEES .....20

SECTION 13.3 – VACATION PAY.....20

SECTION 13.4 – MAXIMUM VACATION ACCRUAL.....20

SECTION 13.5 – VACATION LEAVE SCHEDULING .....20

ARTICLE XIV -- HOLIDAYS .....20

SECTION 14.1 – HOLIDAYS OBSERVED .....20

SECTION 14.2 – HOLIDAY PAY ELIGIBILITY REQUIREMENTS .....21

SECTION 14.3 – AMOUNT OF HOLIDAY PAY.....21

ARTICLE XV – SICK LEAVE .....22

SECTION 15.1 – PURPOSE OF SICK LEAVE .....22

SECTION 15.2 – SICK LEAVE ACCRUAL RATE.....22

SECTION 15.3 – SICK LEAVE ACCUMULATION.....22

SECTION 15.4 – QUALIFICATIONS FOR SICK LEAVE PAY.....22





SECTION 15.5 – FITNESS-FOR-DUTY EXAMINATION .....	23
SECTION 15.6 – LIGHT-DUTY ASSIGNMENTS .....	23
ARTICLE XVI – MISCELLANEOUS LEAVES OF ABSENCE.....	23
SECTION 16.1 – DISCRETIONARY LEAVE OF ABSENCE WITHOUT PAY.....	23
SECTION 16.2 – PERSONAL DAYS .....	24
SECTION 16.3 – MILITARY LEAVE .....	24
SECTION 16.4 – CRISIS LEAVE .....	24
SECTION 16.5 – JURY LEAVE .....	24
SECTION 16.6 – FAMILY AND MEDICAL LEAVE ACT.....	25
ARTICLE XVII -- INSURANCE.....	25
SECTION 17.1 – HEALTH INSURANCE.....	25
SECTION 17.2 – COST CONTAINMENT MEASURES.....	25
SECTION 17.3 – TERMS OF INSURANCE POLICIES TO GOVERN .....	26
SECTION 17.4 – LIFE INSURANCE.....	26
SECTION 17.5 – HEALTH INSURANCE CONTINUATION UPON RESIGNATION OR RETIREMENT .....	26
SECTION 17.6 – DENTAL INSURANCE.....	26
SECTION 17.7 – GROUP VISION INSURANCE.....	26
SECTION 17.8 – IRC SECTION 125 PLAN.....	26
ARTICLE XVIII -WAGES .....	27
SECTION 18.1 - WAGES .....	27
ARTICLE XIX --SAVINGS CLAUSE.....	31
ARTICLE XX -- ENTIRE AGREEMENT .....	31
ARTICLE XXI – DURATION.....	31
MEMORANDUM OF UNDERSTANDING .....	34
SIDE LETTER OF AGREEMENT.....	34







## ARTICLE I - RECOGNITION

### Section 1.1 — Recognition

Pursuant to a certification by the Illinois Labor Relations Board in Case Nos. S-RC-12-093 and S-UC-13-015, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and part-time employees in the following job classifications:

Accountant, Accounting Assistant, Accounts Payable/Accounts Receivable Clerk, Administrative Coordinator, Administrative Secretary-Community Development, Administrative Secretary-Finance, Administrative Secretary-Fire, Administrative Secretary-Police, Administrative Secretary-Public Works, Building Division Plan Review/Inspector I, Building Division Representative, Chief Electrical Inspector/Plan Reviewer, Civilian Engineering Technicians, Code Enforcement Coordinator, Code Enforcement Officers, Customer Service Representative, Development Services Inspector, Fire and Life Safety Specialists, Fire Prevention Inspectors, G.I.S. Technician, Human Resources Clerk, IT Specialist, Planner I, Plumbing Plan Review/Inspector, Public Works Data Clerk, Senior Building Division Representative, Senior Planner, Water Billing Representative, Administrative Secretary-Village Manager's Office.

The unit excludes all other Village employees and job classifications, including all managerial, supervisory, confidential and short-term employees as defined in the Illinois Public Labor Relations Act.

The parties acknowledge that unit clarification case number S-UC-13-013 is also currently pending at the Illinois Labor Relations Board. The parties agree that based on the results of the entire unit clarification process (including any appeals), the above unit recognition description might have to be modified to address the inclusion or exclusion of the Management Analyst and/or Customer Service Supervisor positions.

### Section 1.2 – Definitions

- A. **Employer.** The term “Employer,” or “Village,” shall indicate The Village of Lombard.
- B. **Union.** The term “Union” shall indicate the Service Employees International Union Local 73 as the sole and exclusive bargaining representative.
- C. **Employee.** A bargaining unit employee working for the Village in a position described in Section 1.1 of this Agreement.

### Section 1.3 – Gender

Unless the context clearly indicates otherwise, wherever the male or gender is used in this Agreement, it shall be construed to include both males and females equally.

## **ARTICLE II – UNION RIGHTS**

### **Section 2.1 — Union Access**

One (1) Union representative shall normally have access to the non-public premises of the Village for the purpose of resolving serious disputes or problems arising under this Agreement. In the event a resource person(s) or legal counsel representing the Union is needed to discuss a specialized concern, such representative(s) shall also receive access with the designated Union representative. In order to receive access, the representative(s) must provide reasonable advance notice to the Department Head or his designee and receive approval. The representative(s) may visit with employees during their non-working hours if such visit does not disturb the work of employees who may otherwise be working. Such access shall not be arbitrarily denied.

### **Section 2.2 — Use of Leave Time for Union Business**

An employee may utilize accumulated personal leave or vacation leave for legitimate Union business such as Union meetings, locally or outside the Village of Lombard. Such time off shall not be detrimental to the employee's record.

### **Section 2.3 — Bulletin Board**

The Village shall provide a bulletin board in the Village Hall and Public Works Administrative building, not to exceed fifteen (15) square feet. The bulletin board shall be for the sole and exclusive use of the Union for purposes of posting Union notices or announcements. The items posted shall not be political, partisan, obscene or defamatory in nature. Copies of all materials that are intended for posting shall be delivered to the Human Resources Administrator for review and approval.

### **Section 2.4 – Union Stewards**

Duly authorized bargaining unit members shall be designated by the Union as Stewards. The Union will provide written notice to the Village identifying those individuals.

### **Section 2.5 – Union Information Requests**

Upon annual request, the Village shall provide to a Union non-employee representative the following information regarding each bargaining unit employee:

- a. Name
- b. Current position

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- c. Home address
- d. Home telephone number
- e. Assigned department
- f. Rate of pay
- g. Starting date

The Village shall also provide the above information regarding bargaining unit employees (excluding address and phone number) at a Union Steward's request, but no more frequently than once every calendar quarter.

### **Section 2.6 — Union Orientation**

The Village shall provide the Local President or designee an opportunity to speak to new bargaining unit orientees outside the normal work day after the new general orientation. This meeting will be permitted to take place on Village property.

### **Section 2.7 -- Dues Deduction**

The Village shall only deduct the appropriate amount of regular Union dues, initiation fees and assessments as certified by the Union from each paycheck of those employees who have signed lawfully executed written dues deduction authorization forms permitting said deduction. The Union agrees the amount of dues, fees or assessment deduction shall not be changed more than once per year, with a minimum of two (2) weeks' notice given to the Village prior to any change.

Upon receipt of a lawfully executed written and 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 official designated by the Union, together with a list of the names and amounts for whom deductions have been made. If the employee has no earnings due for a particular pay-period, the Union shall be responsible for collecting said dues. The Union shall refund to the Village or employee any dues, fees or assessments which are deducted erroneously by the Village or rendered erroneously by the Union.

### **Section 2.8 -- Dues Revocation**

An employee may make a revocation of Union membership and any dues deduction authorization at any time by providing written notice to both the Village and the Union (as soon as one party receives such written notice, it will share that notice with the other party). The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of membership from an employee (subject to the fair share provisions outlined in Section 2.9 below), or upon the employee leaving Village employment, or upon promotion to a job classification not covered by this Agreement.

## **Section 2.9 -- Fair Share**

During the term of this Agreement, bargaining unit employees who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their employment, thirty (30) days after the date this Agreement is executed, or thirty (30) days after revoking their dues as provided in Section 2.5 above, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall upon the Employer's request submit a list of the members covered by this Agreement who are not members of the Union, and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

- Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
- Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
- Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any employee dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

## **Section 2.10 -- Indemnification**

The Union shall indemnify and hold harmless the Village and its officers, agents and employees from and against any and all formal claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable 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, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions. If an improper deduction is made and transmitted to the Union, the Union shall refund any such amount directly to the involved employee, with notification to the Village.

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## ARTICLE III – MANAGEMENT RIGHTS

### Section 3.1 – Management Rights

Except as amended, changed or modified by this Agreement, the Village has and will continue to retain, without limitation, all powers, rights, authority, duties and responsibilities theretofore 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, 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 materials, supplies or services related thereof;

(e) to hire, assign and lay off 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 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 establish work and productivity standards and, from time to time, to change those standards; to transfer, promote employees from one classification, division or shift to another;

(g) 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 improvement programs;

(h) to permit non-bargaining unit employees to perform bargaining unit work; and

(i) to discipline or discharge non-probationary employees for just cause (probationary employees without just cause).

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**Section 3.2 —Subcontracting**

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 any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois Statutes. If the Village elects to exercise its rights under this Section, the Village shall (absent emergency circumstances) provide the Union with at least thirty (30) calendar days advance notice of the subcontracting decision. The Union may within fourteen (14) calendar days of the Village's notification notify the Village of its desire to engage in impact or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice. The parties shall negotiate for a period of not less than thirty (30) calendar days

Notwithstanding the foregoing, the Village is under no obligation to provide the Union with notice under this section and/or to bargain with the Union as provided for in this section regarding any changing or continuation of work the Village subcontracted prior to the certification of SEIU as the employees' exclusive bargaining representative. The notice/bargaining exemption in this paragraph shall not apply to ongoing subcontracting (*i.e.*, subcontracting that occurs on a daily or weekly basis) in a particular Village Department, Division or Unit that has ceased for at least nine (9) calendar months, and where the subcontracting duties during those nine (9) calendar months have been performed exclusively by bargaining unit personnel. In this event, the first paragraph of this Section will apply if the Village ever wishes to re-initiate ongoing subcontracting in that particular Village Department, Division or Unit.

**Section 3.3 —Use of Village Non-Bargaining Unit Personnel**

It is the general policy of the Village to continue to utilize its bargaining unit employees to perform work they are qualified to and regularly perform. However, the Village reserves the right to use non-bargaining unit personnel to perform any work that is also performed by bargaining unit employees as the Village deems necessary. The Union may request to meet with Village representatives to discuss (not negotiate) concerns about any perceived changes in the frequency with which non-bargaining unit employees perform bargaining unit work and/or the effects thereof. Such meetings will take place at a mutually agreeable time and date, but not more frequently than once per each calendar quarter. Prior to each meeting, the Union will submit in writing examples of the aforementioned perceived changes.

**ARTICLE IV – GRIEVANCE PROCEDURE**

**Section 4.1 — Definition**

A grievance shall be defined as a complaint by the Union that there has been a violation, misinterpretation or misapplication of the written provision(s) contained in this Agreement.

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## **Section 4.2 — Grievance Procedure**

The parties acknowledge that it is desirable for an Employee and his immediate supervisor to resolve issues or problems through free and informal communications. Accordingly, an Employee or the Union shall attempt to resolve the issue through informal communications with the appropriate supervisor. If, however, such informal communications do not resolve the issue, a grievance shall be processed as follows

### **Step 1 -- Supervisor**

The Union shall submit a grievance to the Employee's first level supervisor outside of the bargaining unit within ten (10) calendar days of its occurrence, or within ten (10) calendar days of when the Employee knew or should have known of the occurrence, whichever is greater. A grievance shall be in writing, and identify the grievant(s), describe the factual basis for the grievance, identify provisions of the Agreement allegedly violated and specify the remedy sought. The supervisor will respond to the grievance within ten (10) calendar days.

### **Step 2 – Department Head**

If no agreement is reached at Step 1, the grievance may be appealed, in writing, to the appropriate Department Head who oversees the Employee in question, within ten (10) calendar days of receipt of the written decision by the first-line supervisor (or within ten (10) days of when the written decision was due). Within ten (10) calendar days after the Department Head receives the grievance, he will meet with the aggrieved employee and his Union representative. The Department Head will reply to the grievance in writing within ten (10) calendar days from the date of such meeting.

### **Step 3 – Village Manager**

If no agreement is reached at Step 2, the grievance may be appealed, in writing, to the Village Manager within ten (10) calendar days of receipt of the written decision in Step 2 (or within ten (10) calendar days of when the Step 2 grievance response was due). Within ten (10) calendar days after the Village Manager receives the grievance, he or his designee will meet with the aggrieved employee, Union representative, the Department Head 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.

### **Step 4 -- Arbitration**

If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to arbitration by notifying the Village Manager in writing within twenty (20) calendar days after receipt of the Village Manager's response in Step 3. Within ten (10) calendar days of receipt of such request, the Union shall submit the dispute to the Federal Mediation and Conciliation Service (FMCS), and shall request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators with a business office in the State of Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be issued. The party requesting arbitration shall strike the first name, with each party alternatively striking

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thereafter until only one arbitrator's name remains. The person remaining shall be the arbitrator. The arbitrator shall fix the time, location and date of the hearing, subject to the availability of the Employer and the Union

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. The arbitrator shall consider and decide only the specific issue raised by the grievance when it was submitted in writing to the Village at Step 1 (or Step 3 for termination grievances), and shall have no authority to make his decision on any issue not so submitted to him. 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 parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### **Section 4.3 — Arbitration Fees and Expenses**

The fee and expenses of the arbitrator, court reporter and the FMCS (if any) 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 cost of witnesses and other persons (not employed by the Village) it requires to attend the arbitration.

#### **Section 4.4 — Untimely Responses or Appeals**

Any grievance not answered by the Village within the time limits specified in each step shall constitute a proper denial of the grievance on the date the answer was due, and the Union, as applicable, may immediately appeal to the next step or forego further processing of the grievance. If at any step the Union does not submit the grievance or appeal in the manner and time limits provided above, the right to pursue a grievance shall be considered waived by the Union without any further appeal or reconsideration under the grievance-arbitration procedure. The time limits at any step may be extended by mutual written agreement of the Union and the Village.

#### **Section 4.5 – Bypass to the Next Step**

The parties may mutually agree in writing to skip a step or steps of the grievance procedure for a particular grievance. Notwithstanding the foregoing, Employee terminations will automatically begin at Step Three of the grievance procedure.

#### **Section 4.6 – Withdrawn or Settled Grievances**

Upon mutual agreement of the parties, any grievance may be withdrawn or settled at any step on a non-precedent setting basis.

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**Section 4.7 — Representation Time**

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. A Union Steward who is otherwise on duty may, with the permission of his Department Head, attend grievance meetings described in Section 4.2 above during the Steward's work time, if the parties mutually decide to hold the meeting during the employee's work time. Otherwise, any grievance investigations or meetings must be conducted during the Steward's non-working hours.

**ARTICLE V – LABOR MANAGEMENT MEETINGS**

A Labor-Management Committee consisting of (on the one hand) the Village Manager, or his designee, and up to four (4) other members of the Village and (on the other hand) a non-employee Union Representative and up to four (4) employee members, shall meet once every quarter upon the request of either party at mutually agreeable times, 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. Attendance at such meetings shall not interfere with work time. Attendance during work time will be permitted only upon reasonable advance notice to, and the prior approval of, the employee's Department Head or his designee. Union employees attending at Labor-Management meetings that occur during an employee's regularly scheduled work hours will be paid only at the straight-time hourly rate for the hours that they would otherwise have worked. An employee's attendance at a labor-management meeting during his non-work time will not be compensated by the Village.

**ARTICLE VI – SENIORITY**

**Section 6.1 — Definition Seniority**

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous employment calculated from the most recent date of hire. Employees hired on the same date shall be placed on the seniority list in alphabetical order based on the first letter of their last name. Seniority shall not accumulate for any time period while an employee has transferred out of the bargaining unit. In addition, seniority shall stop accumulating during an unpaid leave of absence when the unpaid leave of absence exceeds sixty (60) consecutive days, unless otherwise required or provided by law.

**Section 6.2 — Probationary Period**

The probationary period for newly hired employees (or employees transferred into the bargaining unit from a non-bargaining unit position) shall be nine (9) months in duration from the first day of employment, which will exclude injury or illness leaves. During the probationary period, an employee is subject to discipline, including discharge, without just cause and without recourse to

the grievance and arbitration procedure. Upon successful completion of the probationary period, the Employee shall be entitled to seniority retroactive to the date the Employee commenced the successfully completed probationary period.

If an employee is promoted or receives a voluntary reassignment or voluntary transfer from one bargaining unit position to another, the employee will be considered a probationary employee for the first six (6) months of actual work performed by the employee following the effective date of the promotion, reassignment or transfer. At any time during this probationary period, the Village reserves the right to return, with or without cause, the employee to his former bargaining unit position and pay rate. The Village also reserves the right at any time during this probationary period to discipline or terminate any such employee for misconduct (unrelated to performance) pursuant to the "just cause" standard contained in Article XII of this Agreement.

Absent any of the actions taken in the aforementioned paragraph, the employee will be evaluated during this probationary period on or before 30, 90, and 150 calendar days from the effective date of the promotion, reassignment or transfer, using the Village's standard performance evaluation form. Village personnel will meet with the employee (and his Union representative if requested) to discuss these performance evaluations, what (if any) areas in which the employee is deficient, and ways to improve the employee's performance. The Village in its discretion will also provide appropriate coaching, training and counseling to the employee during this probationary period. After these evaluation steps have been taken, the Village in its discretion may decide to lay off the employee before the end of the probationary period, as long as the employee's prior position is not vacant (in which case the employee will be reassigned to that prior position). Before such a layoff will occur, the Village will meet with the employee (and his Union representative if requested) to discuss the Village's layoff decision. During this meeting, the Village and employee may also discuss reassignment opportunities to vacant bargaining unit positions, with the understanding that the Village retains the discretion to approve or deny such a reassignment if requested by the employee. If such a layoff occurs, the employee will be placed on a recall list, which will be subject to the procedures outlined in Article VII of this Agreement. Notwithstanding the foregoing, the employee will have recall rights only to the position held immediately prior to the promotion, reassignment or transfer.

### **Section 6.3 — Termination of Seniority and the Employment Relationship**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or retires;
- (b) is discharged;
- (c) is absent for three (3) consecutive working days without notifying the Village, unless such notification is impossible to make;
- (d) fails to return to work at the end of an approved non-medical leave of absence of more than thirty (30) days, which does not involve vacations, floating holidays or personal days;

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- (e) Is laid off and, after receiving a notice of recall, fails to notify the Department Head or his designee of his intention to return from the layoff within ten (10) calendar days;
- (f) is absent from work because of layoff for a period in excess of twelve (12) months; or
- (g) does not perform work for the Village for a period in excess of twelve (12) months (unless the employee's absence is otherwise approved by the Village in its discretion or the absence is protected and/or provided by law).

**Section 6.4 — Job Postings**

If there is a permanent vacancy in a bargaining unit position that the Village decides to fill, then a notice of such vacancy will be posted internally (*i.e.*, to the entire Village workforce) for at least seven (7) business days. An employee interested in applying for the vacancy must file an application pursuant to applicable Human Resources procedures no later than the seventh (7th) business day after the notice was internally posted. Even though a job vacancy has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom, including the right to select the applicant with the greater skills, abilities, qualifications, performance or experience, as determined by the Village in a non-arbitrary and non-capricious manner. In the event the skill, abilities, qualifications, performance or experience of two or more bargaining unit applicants for a bargaining unit position posted under this Section are considered equal, as determined by the Village in a non-arbitrary and non-capricious manner, then the bargaining unit employee with the greater seniority will be offered the position first.

Nothing contained herein shall prohibit the Village from advertising for the vacant position after the seventh business day from the date it was posted internally, or filling the position with an external candidate. A bargaining unit applicant who is not selected for a position pursuant to this Section may submit a written request for the reason(s) for his non-selection. The Village will provide a written response within ten (10) business days.

**ARTICLE VII -- LAYOFFS**

**Section 7.1 — Layoff**

The Village in its discretion shall determine whether layoffs are necessary, and if so, in which classification and/or department the layoffs will occur. The Village shall provide the Union with thirty (30) days' advance notice of a layoff, except in emergency situations (including but not limited to natural disasters, civil disorder, acts of terrorism or State or Federal actions that significantly impact the Village's finances and/or operations). This notice shall also include a list of employee(s) designated for layoff. If the Village decides that layoffs are necessary in a particular classification and/or department, all temporary, seasonal and probationary employees in that job classification or department shall first be dismissed, followed by employees in the particular job classification or department in reverse order of seniority. The Village in its

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discretion may limit a layoff to a classification in a single department, even if there are employees in the same classification found in different departments.

Employees who are laid off will be given a written layoff notice by certified mail and personal delivery before the employee's last work day.

In the event a fully funded bargaining unit vacancy exists at the time of the layoff notice in the same pay grade as the laid off employee's position, and the Village intends to fill that vacant position, the Village will offer the aforementioned vacant position to laid off employees in reverse order of seniority, provided that the laid off employees are qualified to adequately perform the job duties of that vacant position. If the Village selects a laid off employee for such a vacant position, that employee will be paid the minimum pay rate for the vacant position's pay range. A failure to offer such a vacant position to a laid off employee, or to select a particular laid off employee for such a vacant position, will be reviewed under an arbitrary and capricious standard.

### **Section 7.2 — Recall**

Employees who are laid off shall be placed on a recall list for a period of twelve (12) 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 in the Employee's prior job classification, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work in their prior job without the need for more than thirty (30) calendar days of refresher training.

Within ten (10) calendar days after receiving notice of recall by registered or certified mail (delivered to the mailing address last provided by the employee), 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, such date to be not less than twenty-one (21) calendar days from the date the Employee receives the notice of recall. If an Employee fails to timely respond to a recall notice, the Employee's name shall be removed from the recall list. Alternatively, the Employee shall be removed from the recall list if he rejects the recall offer. 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.

### **Section 7.3 — Effects of Layoff**

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

- (a) An employee shall be paid for any earned but unused vacation days, and any compensatory time which was earned in lieu of overtime pay.
- (b) An employee shall have the right to maintain insurance coverage for up to eighteen (18) months, by paying in advance the full applicable monthly premium for single and, if desired, family coverage.



- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

### **ARTICLE VIII – RULES AND 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 seven (7) 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. The Village and the employees shall fully adhere to the rules and regulations of the department until such time as they are changed or altered in writing.

### **ARTICLE IX – MISCELLANEOUS EMPLOYMENT POLICIES**

#### **Section 9.1 — Request to Engage in Secondary Employment**

Employees who have or who are seeking secondary employment shall make their request to their Department Head. Secondary employment must involve no more than twenty (20) hours of work for a full-time employee, or no more than forty (40) hours of work for a part-time employee. Secondary employment must not interfere with any of the employee's obligations to the Village, and must not bring the image of the Village into disrepute. Secondary employment requests shall be considered on a case-by-case basis, and shall not be arbitrarily or unreasonably denied.

#### **Section 9.2 – Search of Personal Belongings**

Before the Village management exercises its rights under Chapter 3.K of the Village's Human Resources Manual (eff. October 2011) to search the contents of an employee's personal belongings, the Village will provide reasonable advance notice to a Union representative. For purposes of this Section, "personal belongings" shall be defined as an employee's personal electronic device or purse, briefcase, bag, satchel or a similar carrying device.

#### **Section 9.3 -- Personnel Files**

Upon written notice to the Village's Human Resources Administrator, an employee may inspect his personnel file at a time mutually agreeable to the Village and the Employee. The Employee may have a Union representative present during his review of the personnel file, provided the employee notifies the Human Resources Administrator in advance. Once per calendar year, the Village will provide an Employee (at his request) with a free copy of any non-confidential materials in his personnel file. Subsequent copies in the same calendar year will be provided upon the employee's request and upon payment of a reasonable copying charge (not to exceed 10 cents per page). An Employee may file a written rebuttal to any disciplinary action or

performance evaluation, which shall be included in his personnel file. While grievances may be filed under this Section, they cannot be appealed to arbitration.

This Section is not intended to limit the Union's right to review and obtain information from an employee's personnel file to which the Union would otherwise be entitled under the law.

**Section 9.4 – Job Descriptions**

Upon request by a Union representative, the Village shall provide either hard or electronic copies of all bargaining unit job descriptions to the Union once per calendar year. The Village will provide the Union with copies of any changes to bargaining unit job descriptions at least fourteen (14) calendar days before they go into effect. An employee may request a copy of his own job description once per calendar year, and the Village will provide either a hard copy or an on-line electronic copy to the employee.

**Section 9.5 – Residency**

Bargaining unit employees must maintain their primary residence within the State of Illinois.

**Section 9.6 – Surveillance Equipment**

The Union acknowledges that the Village has surveillance equipment in place in and around Village buildings where bargaining unit employees work, which is used for monitoring Village property and activities in and around the Village premises. The Village has the right to install additional surveillance equipment. Before installing such surveillance equipment, the Village will provide the Union with fourteen (14) days advance notice, and inform the Union of the location(s) of the surveillance equipment. A camera may by chance record the activities of both bargaining unit and non-bargaining unit personnel. In the event the Village decides to use the results of such recorded activities for disciplinary purposes, the Union shall, upon request, be allowed to access the recording and make copies at the Union's expense.

**Section 9.7 – Discrimination**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner prohibited by law because of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, and disability. While grievances may be filed under this Section, they cannot be appealed to arbitration.

**Section 9.8 – Discrimination Based on Union and/or Protected Concerted 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 this Agreement, or in the exercise of any union and/or protected concerted activities.

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## **ARTICLE X – HOURS OF WORK AND OVERTIME**

### **Section 10.1 – Purpose of Article**

This Article is intended to define the normal hours of work, the normal workweek and provide the basis for overtime calculations for non-exempt employees. This Article does not provide a guarantee of any certain number of hours of work per day or per week.

### **Section 10.2 – Normal Work Week and Break Periods**

For purposes of this Section, employees who are regularly scheduled to work forty (40) hours per calendar week are considered full-time employees. The normal workweek for all full-time employees shall be five (5) days a week, Monday through Friday. Full-time employees shall receive a thirty (30) minute unpaid meal period and the equivalent of two (2) fifteen (15) minute paid daily breaks for a total of one-half (1/2) hour paid break time per work day. The meal and break periods shall be scheduled at the Village's discretion.

For purposes of this Section, employees who are regularly scheduled to work less than forty (40) hours per calendar week are considered part-time employees. The workweek of part-time employees will be set at the discretion of the Department Head. Part-time employees who work between three (3) to five (5) hours per work day shall receive one fifteen (15) minute paid daily break. Part-time employees who work more than five (5) hours per work day shall receive the equivalent of two (2) fifteen (15) minutes paid daily breaks for a total of one-half (1/2) hour paid break time per work day. The break periods shall be scheduled at the Village's discretion.

### **Section 10.3 – Work Schedules**

If the Village decides in the interest of efficient operations to change the starting/stopping times or work days that will affect less than all bargaining unit employees in a particular Department with a set work schedule, and the change will last longer than one (1) month, a Department Head shall provide notice of at least five (5) calendar days of said change to the affected employee(s). Such changes shall not be made for disciplinary reasons.

For any change in the starting/stopping times or work days that will affect all of the bargaining unit employees in a particular Department with a set work schedule, and the change will last longer than one (1) month, a notice of ten (10) calendar days will be given prior to such change taking effect. The Department Head shall meet with the Union, if requested, to discuss (not negotiate) the impact and reasons for such a change.

Employees may request the temporary "flexing" of their starting and stopping times by submitting a request to their Department Head. The Department Head in his discretion may grant such temporary adjustments to individual starting and stopping times.

### **Section 10.4 – Overtime and Compensatory Time**

Employees who are not exempt from the overtime requirements of the Fair Labor Standards Act shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate

of pay for all hours worked in excess of forty (40) hours in a regular 7-day work period. For purposes of overtime eligibility only, "time worked" shall include paid time off in the form of vacation and holidays.

In situations where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected employee, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate, up to a rolling maximum of sixteen (16) hours. Accumulated compensatory time shall be documented in the Village's payroll system. In such situations, compensatory time shall be granted at such times and in such time increments as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

Employees in classifications determined by the Village to be ineligible for overtime pay (i.e., those identified as exempt under the Fair Labor Standards Act) are expected to work as required by their positions and will not receive overtime compensation or compensatory time off.

#### **Section 10.5 -- Call-Back**

This Section applies only to full-time non-exempt employees and those part-time employees who work a set schedule. For such employees, a "call-back" is defined as a work assignment that does not continuously precede or follow an employee's regularly scheduled working hours. Full-time employees and those part-time employees who do work a set schedule who are required in the Village's discretion to work a "call-back" will be paid for a minimum of two (2) hours, regardless of the length of the call-back assignment. An employee's call-back hours will be compensated at either his straight time rate of pay or overtime rate of pay, whichever rate is applicable pursuant to the terms of Section 10.4 of this Agreement. If an employee's call-back assignment is less than two (2) hours in duration, the Village reserves the right to require the employee to perform duties for the remainder of the two (2) hour call-back. Nothing in this Section is intended to provide a guarantee of call-backs for any particular situation.

#### **Section 10.6 – 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.

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## **ARTICLE XI – STRIKES AND LOCKOUTS**

### **Section 11.1 — No Strike**

Neither the Union, its officers, agents or any employee shall during the life of this Agreement instigate, authorize, encourage, participate in, promote or condone any strike, sympathy strike, slowdown, sit down, concerted work stoppage, concerted refusal to perform overtime or other work, concerted mass absenteeism, refusal to cross a picket line, or any other concerted interruption or disruption of the Village's operations, regardless of the reason for doing so.

### **Section 11.2 — Union Obligations Under this Article**

In the event of a violation of Section 11.1 of this Article, the Union shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt restoration of normal operations, including but not limited to immediately notifying all employees that such actions are prohibited, and ordering all bargaining unit employees to return to work. All employees who hold a position of authority in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

### **Section 11.3 — No Lockout**

So long as there is no violation of Section 11.1, the Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

### **Section 11.4 — Discipline of Strikers**

Any employee who violates the provisions of Section 11.1 of this Article shall be subject to disciplinary action, up to and including discharge. Any disciplinary action taken by the Village against any employee who participates in an action prohibited by Section 11.1 of this Article shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee in fact engaged or participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **Section 11.5 — Judicial Restraint**

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that the other party violates this Article.

## **ARTICLE XII – DISCIPLINE**

### **Section 12.1 — Discipline**

The parties recognize the principles of progressive discipline. Disciplinary actions may include the following:

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- (a) oral reprimand recorded in an employee's personnel file (with a copy to the employee)
- (b) written reprimand
- (c) suspension
- (d) discharge

While the Village believes in the principle of progressive and corrective discipline, circumstances may arise where a specific incident may justify immediate and/or severe disciplinary action without following the disciplinary steps outlined above.

Non-probationary employees shall be disciplined only for just cause. Probationary employees may be disciplined without just cause. If the Village has reason to discipline an employee, it will attempt to do so in a manner that will not unduly embarrass the employee before bargaining unit employees or members of the public.

**Section 12.2 — Union Representation**

An employee shall be entitled to request the presence of a Union Steward or non-employee Union representative at any pre-disciplinary investigatory interview, which the employee reasonably believes may lead to his own discipline. The Employer will permit the employee reasonable time to secure the presence of a Steward or non-employee Union representative, provided the presence or unavailability of such employee or representative does not unreasonably delay such investigatory interview.

**ARTICLE XIII - VACATIONS**

**Section 13.1 – Vacation Accrual Schedule**

Full-time employees shall accrue vacation on a bi-weekly basis according to the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Total Hours</u>
1 - 4 years	3.08	80 hours
5 - 8 years	4.62	120 hours
9 - 17 years	6.16	160 hours
18 + years	7.70	200 hours

Part-time employees (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week) shall accrue vacation on a bi-weekly basis at a rate of 0.0385 times all hours actually worked in a particular pay period.

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A part-time employee (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week) who is promoted to a full-time position, will begin accruing vacation leave at the rate associated with their applicable years of service outlined in the chart above.

**Section 13.2 – Vacation Use by New Employees**

Employees shall start to accrue vacation credit upon hire. Vacation leave may not be taken during the first six (6) months of employment.

**Section 13.3 – 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 13.4 – Maximum Vacation Accrual**

Employees may carry over up to two hundred and forty (240) hours of earned but unused vacation time from one calendar year to the next. Any vacation hours in excess of 240 on December 31 will be considered lost by the employee. All requests for vacation must be approved by the employee’s Department Head or designee, and shall only be granted in increments of one (1) hour or more.

**Section 13.5 – Vacation Leave Scheduling**

Employees must submit a vacation request to their immediate supervisor as far in advance as possible, but in no event may a vacation request less than ten (10) days in advance of the requested dates (this 10-day requirement may be waived in the Employer’s sole discretion). The Village in its discretion may deny or cancel a vacation request based on the operational needs of the department. If more than one employee submits a vacation request for the same time period, and the Village in its discretion decides that both vacation requests cannot be accommodated, the most senior employee’s vacation request will be granted. Timely vacation requests will not be denied or canceled for arbitrary and capricious reasons. Vacations scheduled on a holiday specified in Section 14.1 will not be counted as a day of vacation.

**ARTICLE XIV -- HOLIDAYS**

**Section 14.1 – Holidays Observed**

The following days are paid holidays for eligible employees:

New Year’s Day

Martin Luther King Jr.’s Birthday

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Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The Day Following Thanksgiving

Christmas Eve

Christmas Day

Floating Holiday (*to be used anytime during the calendar year with prior supervisory approval; Floating Holidays cannot be carried over from one year to the next*)

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.

The "Floating Holiday" described above is available to both full-time and part-time employees (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week) after having completed six (6) months of employment. Full-time employees will receive eight (8) hours of pay at their regular rate for a Floating Holiday. Part-time employees (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week) will receive four (4) hours of pay at their regular rate for a Floating Holiday.

#### **Section 14.2 – Holiday Pay Eligibility Requirements**

In order to be eligible for holiday pay, an 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. In the event the Village is not satisfied with the proof provided, a physician's report shall be required. Said physician's report shall not be unreasonably required.

#### **Section 14.3 – Amount of Holiday Pay**

Employees who are not assigned to work on a holiday shall receive the day off at their regular rate of pay based on their normally scheduled work hours for that day (*e.g.*, an employee regularly scheduled to work six (6) hours will receive six (6) hours of holiday pay at their regular rate). If hourly employees are assigned to work on a holiday, then such hourly employees will be paid time and a half (1½) their regular rate of pay for each hour actually worked on the holiday, in addition to the holiday pay described in the first sentence of this Section. This Section does not apply to pay for Floating Holidays.



## **ARTICLE XV – SICK LEAVE**

### **Section 15.1 – Purpose 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 illness or disability of the employee for which the employee is not receiving benefits under the Workers Compensation or Occupational Disease Acts.
- (b) Medical or dental appointments for the employee, which cannot be scheduled outside of normal working hours
- (c) Absence required by illness or disability of the employee's immediate family, i.e. the employee's parents, spouse, children, stepparents and stepchildren. *For purposes of the birth of a child, the sick leave for disability would extend to the Mother or Father in conjunction with the Family and Medical Leave Act.*

### **Section 15.2 – Sick Leave Accrual Rate**

Sick leave shall be accrued by eligible employees on an equal 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 (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week). Full time employees earn 3.69 hours in a bi-weekly pay period. Part-time employees earn sick leave at the rate of 0.0462 times the number of hours actually worked during a bi-weekly pay period

### **Section 15.3 – Sick Leave 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 15.4 – Qualifications for Sick Leave Pay**

(a) An employee to qualify for sick leave pay shall report any illness or disability to the immediate supervisor at least sixty (60) minutes prior to the employee's regular starting time. Failure to do so may result in discipline subject to the just cause standard in this Agreement. 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 shall not unreasonably or arbitrarily require such physician's reports. However, any time an employee is required to use 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.

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**Section 15.5 – Fitness-for-Duty Examination**

If there is reasonable cause to believe an employee is not fit for duty, or to return to duty following a lay-off or a leave of absence, the Village may require such employee to have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense. If an employee refuses to cooperate with the Village physician and/or psychologist or refuses to authorize the release of the results of any such examination or test to the Village, then such refusal or lack of cooperation by the employee shall constitute just cause for disciplinary action, up to and including dismissal.

The Village shall be entitled to the results of examinations under this section on the following basis: (a) if the physician/psychologist determines that the employee is fit to perform all of the duties of his position, then such determination shall be made known to the Village, without disclosure of additional examination results; or (b) if the physician/psychologist determines that the employee is not fit to perform all of the duties of his position, then the results of the examination and/or tests shall be confidentially submitted to the Village Human Resources Administrator, who may share the results with other Village management representatives with whom the Human Resources Administrator deems it necessary to consult.

The foregoing shall not limit the employee's right to obtain a physical examination and/or a psychological examination from a qualified and licensed physician or psychologist of his own choosing at the employee's own expense or to contest any determinations made by the Village.

Nothing in this Section is intended to deprive an employee or the Village of any rights they may have under the Illinois Workers Compensation Act.

**Section 15.6 – Light-Duty Assignments**

Employees who are physically unable to perform their normal job duties may at the Village's sole discretion be placed on light-duty assignments, if the employee submits a medical release from his physician that confirms his ability to perform such a light-duty assignment.

**ARTICLE XVI – MISCELLANEOUS LEAVES OF ABSENCE**

**Section 16.1 – Discretionary Leave of Absence Without Pay.**

The Village may grant a leave of absence without pay to any employee, subject to the stipulations which are mutually agreed upon. The Village will not arbitrarily or capriciously deny such an unpaid leave of absence as described in the prior sentence. The Village shall require the employee to make a written request for an unpaid leave of absence under this Section, which sets forth the reason(s) for the leave.

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### **Section 16.2 – Personal Days**

(a) Full-time employees shall be granted two (2) Personal Leave Days per calendar year. Part-time employees (defined as an employee with a set schedule who works less than forty hours (40) during a calendar week) shall be granted eight hours (8) of Personal Leave per calendar year. The use of Personal Leave Days shall not be taken in increments of less than four (4) hours. Employees may not use Personal Leave Days during their first six (6) months of employment.

(b) There shall be no accrual or payment for any Personal Leave Day not taken within the calendar year.

### **Section 16.3 – Military Leave**

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

### **Section 16.4 – Crisis Leave**

Full-time employees shall be entitled to the use of up to twenty-four (24) hours of Crisis Leave per calendar year. Part-time employees (defined as an employee with a set schedule who regularly works less than forty hours (40) during a calendar week) shall be entitled to the use of up to twelve (12) hours of Crisis Leave per calendar year. The use of any Crisis Leave shall require Village approval, and is limited to the following situations:

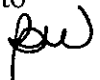
(a) Death of immediate family member, defined as the employee's spouse; mother; step-mother; mother-in-law; father; step-father; father-in-law; son; step-son; son-in-law; daughter; step-daughter; daughter-in-law; brother; step-brother; brother-in-law; sister; step-sister; sister-in-law; grandparent; grandparent-in-law; or grandchild. 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 calendar days.

(b) Hospital Admittance of immediate family member, 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.

There shall be no accrual or payment for any Crisis Leave not taken within the calendar year.

### **Section 16.5 – Jury Leave**

Hourly 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 (salaried employees will continue to receive their normal salary during the course of the jury service). 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.

### **Section 16.6 – Family and Medical Leave Act**

The Village agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Accordingly, any Village policies, orders, rules or regulations applicable to bargaining unit employees, as the same may be changed from time to time by the Village, shall be in accordance with what is legally permissible under the FMLA. Provided, however, before going on the unpaid portion of an FMLA leave, an employee is required to use all accrued unused personal days and all accrued unused vacation leave in excess of forty (40) hours.

## **ARTICLE XVII -- INSURANCE**

### **Section 17.1 – Health Insurance**

The Village agrees to provide hospitalization and major medical insurance for all eligible full-time employees. A full-time 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.

Premiums for family coverage (*i.e.* the full-time employee and the full-time employee's eligible dependents) shall continue to be shared by the Village and the responsible full-time employee, provided that in addition to existing employee contributions for family premiums (which are outlined in the Memorandum of Understanding attached to this Agreement), the Village reserves the right to pass along up to thirty-five percent (35%) of any subsequent annual increase in family premium costs (for the plan covering other full-time non-bargaining unit Village employees). The Village shall provide for informational purposes reasonable documentation to show any increase in the employee's share of family coverage. This information is to be made available to the Union when the data is made available to the Village and in no case less than fifteen (15) days prior to implementation. The proposed increase shall be discussed at a Labor-Management meeting if requested by the Union.

The PPO and HMO plans offered to full-time bargaining unit employees shall be modified to provide the same coverage, benefits and co-pays as those provided to full-time non-bargaining unit covered Village employees generally, including drug card co-pays. Thereafter, the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate during the remaining term of this Agreement, so long as the new basic level of benefits remains substantially the same.

### **Section 17.2 – Cost Containment Measures**

The Village and the Union agree that cost containment provisions regarding health insurance coverage may be implemented by the Village, so long as the basic level of benefits remains substantially the same.

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### **Section 17.3 – Terms of Insurance Policies to Govern**

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. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy(s) and shall not be subject to the grievance procedure set forth in this Agreement.

Nothing in this Agreement 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, and nothing in this Section 17.3 shall relieve the Village of its obligation to provide insurance under Article XVII.

### **Section 17.4 – Life Insurance**

The Village shall provide term life insurance for all eligible full-time employees at no cost to the employee in the policy amount of \$100,000. Full-time employees will be responsible for any tax implications of aforementioned life insurance.

### **Section 17.5 – Health Insurance Continuation Upon Resignation or Retirement**

Any full-time employee upon resigning or retiring from Village service may choose to continue participation in the Village's health insurance plan(s). This participation shall be in compliance with applicable State law with all monthly premiums being the responsibility of the employee and paid at his sole expense.

### **Section 17.6 – Dental Insurance**

During the term of this Agreement the Village agrees to continue to offer group dental insurance to full-time employees, subject to the terms and conditions of the provider, and to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating full-time employees.

### **Section 17.7 – Group Vision Insurance**

During the term of this Agreement the Village agrees to continue to offer group vision insurance to full-time employees, subject to the terms and conditions of the provider, and to the extent such coverage is reasonably available. All costs for the vision insurance shall be borne solely by the participating full-time employees.

### **Section 17.8 – IRC Section 125 Plan**

During the term of this Agreement, the Village will continue to provide a flexible-spending program to employees, pursuant to Internal Revenue Code, Section 125.



## ARTICLE XVIII -- WAGES

### Section 18.1 - Wages

For the duration of this Agreement, the minimum and maximum salaries/hourly rates of pay for bargaining unit employees will be as follows (the annual salaries for non-exempt hourly employees listed below are simply provided for convenience, and are not intended to reflect a guaranteed annual salary):

**\*The following chart will apply to the time frame from 1/1/13 to 12/31/14\***

Job Title	Starting	Maximum
Accountant	\$51,041	\$70,000
Accounting Assistant	\$40,489	\$54,660
Accounts Payable/Accounts Receivable Clerk	\$38,865	\$52,468
Administrative Coordinator -- FT	\$42,112	\$58,000
Administrative Coordinator - PT	\$20.2462/hr	\$27.8847/hr
Administrative Secretary - FT	\$40,489	\$56,000
Administrative Secretary -- PT	\$19.4659/hr	\$26.9231/hr
Building Division Plan Reviewer/Inspector I	\$57,535	\$77,673
Building Division Representative – PT	\$19.4659/hr	\$26.2789/hr
Chief Electrical Inspector/Plan Reviewer -- PT	\$27.6611/hr	\$37.3428/hr
Civil Engineering Technician	\$46,983	\$63,426
Code Enforcement Coordinator	\$51,041	\$68,906
Code Enforcement Officer - PT	\$22.5880/hr	\$30.4933/hr
Customer Service Representative	\$35,618	\$48,084
Customer Service Representative – PT	\$17.1241/hr	\$23.1173/hr
Development Services Inspector	\$51,041	\$68,906
Fire & Life Safety Specialist - PT	\$21.8073/hr	\$29.4399/hr
Fire Prevention Inspector - PT	\$24.5390/hr	\$33.1279/hr
Geographic Information Systems Tech	\$51,041	\$70,000
Human Resources Clerk - PT	\$17.1241/hr	\$23.1173/hr
IT Specialist	\$48,606	\$67,000
Planner I – PT	\$24.5390/hr	\$33.1279/hr
Plumbing Plan Review/Inspector – PT	\$27.6611/hr	\$37.3428/hr
Public Works Data Entry Clerk - PT	\$16.3436/hr	\$22.0640/hr
Senior Building Division Representative	\$48,606	\$65,618
Senior Planner	\$57,535	\$77,673
Water Billing Representative	\$37,242	\$50,276

*fw*

**\*The following chart will apply to the time frame from 1/1/15 to 12/31/15, and reflects a 2.00% increase to the salaries and hourly rates in the "Maximum column"\***

<b>Job Title</b>	<b>Starting</b>	<b>Maximum</b>
Accountant	\$51,041	\$71,400.00
Accounting Assistant	\$40,489	\$55,753.20
Accounts Payable/Accounts Receivable Clerk	\$38,865	\$53,517.36
Administrative Coordinator -- FT	\$42,112	\$59,160.00
Administrative Coordinator - PT	\$20.2462/hr	\$28.4424/hr
Administrative Secretary - FT	\$40,489	\$57,120.00
Administrative Secretary -- PT	\$19.4659/hr	\$27.4616/hr
Building Division Plan Reviewer/Inspector I	\$57,535	\$79,226.46
Building Division Representative – PT	\$19.4659/hr	\$26.8045/hr
Chief Electrical Inspector/Plan Reviewer PT	\$27.6611/hr	\$38.0897/hr
Civil Engineering Technician	\$46,983	\$64,694.52
Code Enforcement Coordinator	\$51,041	\$70,284.12
Code Enforcement Officer - PT	\$22.5880/hr	\$31.1032/hr
Customer Service Representative	\$35,618	\$49,045.68
Customer Service Representative – PT	\$17.1241/hr	\$23.5796/hr
Development Services Inspector	\$51,041	\$70,284.12
Fire & Life Safety Specialist - PT	\$21.8073/hr	\$30.0287/hr
Fire Prevention Inspector - PT	\$24.5390/hr	\$33.7905/hr
Geographic Information Systems Tech	\$51,041	\$71,400.00
Human Resources Clerk - PT	\$17.1241/hr	\$23.5796/hr
IT Specialist	\$48,606	\$68,340.00
Planner I – PT	\$24.5390/hr	\$33.7905/hr
Plumbing Plan Review/Inspector – PT	\$27.6611/hr	\$38.0897/hr
Public Works Data Entry Clerk - PT	\$16.3436/hr	\$22.5053/hr
Senior Building Division Representative	\$48,606	\$66,930.36
Senior Planner	\$57,535	\$79,226.46
Water Billing Representative	\$37,242	\$51,281.52

*pw*

**A. Pay Increases for Employees Below The Maximum.** For those employees who are employed by the Village on the date that this contract has been executed by both parties, and who have not yet reached the maximum salary or the hourly rate of pay listed in the charts above, 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 – if that occurs, the calculations outlined in Subpart C will apply):

1/1/13 – 1.75% increase in their hourly rate of pay (for non-exempt hourly employees) or salary (for exempt salaried employees)

1/1/14 – 1.75% increase in their hourly rate of pay (for non-exempt hourly employees) or salary (for exempt salaried employees)

1/1/15 – 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 six or nine month probationary period, whichever is applicable.

Notwithstanding the foregoing, an employee who retires in good standing between March 1, 2014 and March 14, 2014, will be eligible for the pay increases described in this subsection, despite the fact that they may not be employed on the date that this contract is executed by both parties. This exception is being made on a non-precedential basis and in consideration for the percentage wage increases agreed to above.

**B. Pay Increases for Employees Above the Maximum.** For those employees who are employed by the Village on the date that this contract is executed by both parties and who were at or exceeded the maximum salary or hourly rate of pay listed in the chart above as of January 1, 2013, a one-time lump sum gross payment of \$1,000 will be issued for full time employees (\$500 for part-time employees with set schedules) within 30 days of the contract’s execution (not added to their base wage), conditioned on the employees receiving at least a “meets expectations” on their annual performance evaluation for the 12-month period preceding January 1, 2013.

For those employees who are employed by the Village on the date that this contract is executed by both parties and who were at or exceeded the maximum salary or hourly rate of pay listed in the chart above as of January 1, 2014, a one-time lump sum gross payment of \$1,250 for full time employees (\$625 for part-time employees with set schedules) will be issued within 30 days of the contract’s execution (not added to their base wage), conditioned on the employees receiving at least a “meets expectations” on their annual performance evaluation for the 12-month period preceding January 1, 2014.

  
29



For those employees who are at or exceeds the maximum salary or hourly rate of pay listed in the chart above as of January 1, 2015, a one-time lump sum gross payment of \$1,250 for full-time employees (\$625 for part-time employees with set schedules) will be issued (not added to their base wage), conditioned on the employees receiving at least a "meets expectations" on their annual performance evaluation for the 12-month period preceding January 1, 2015.

Notwithstanding the foregoing, an employee who retires in good standing between March 1, 2014 and March 14, 2014, will be eligible for the pay increases described in this subsection, despite the fact that they may not be employed on the date that this contract is executed by both parties. This exception is being made on a non-precedential basis and in consideration for the percentage wage increases agreed to above.

**C. Pay Increases for Full-Time Employees Who Would Exceed Their Maximum by Virtue of the Percentage Increases in Subpart A.** If the percentage pay increases described in Subpart A above will result in a full-time employee's salary or hourly rate of pay exceeding the maximum salaries or hourly rates of pay listed in the above charts for any given year, the employee will receive a salary or hourly rate increase by only that amount that will result in the employee matching the maximum salary or hourly rate of pay. In turn, that aforementioned amount will be subtracted from the applicable payment described in Subpart B above, with the remainder of the payment described in Subpart B being issued to the employee in a one-time lump sum gross check.

For example, if an Accountant's annual salary as of January 1, 2013 was \$69,500, and the maximum salary listed in the above table for his particular job title is \$70,000, a 1.75% increase for 2013 would result in the employee exceeding the maximum salary. In lieu of that result, the employee would receive only \$500 of the 1.75% 2013 increase, which would then be added to his base salary in order to match the maximum salary for the 2013 calendar year. In addition, the employee would receive a one-time lump sum gross check of \$500, which represents the difference between the \$1,000 lump sum gross payment for 2013 and the \$500 already added to his base salary (*i.e.*,  $\$1,000 - \$500 = \$500$ ).

On January 1, 2014, the hypothetical employee described above would still be receiving a \$70,000 annual salary, which matches the maximum salary for the Accountant job title for 2014. As a result, the employee would not be entitled to receive the 1.75% increase for 2014 described in Subpart A above. Instead, the employee would only receive the \$1,250 one-time lump sum payment described in Subpart B above.

On January 1, 2015, the Accountant's maximum salary will have increased to \$71,400 according to the above charts. As a result, the Accountant will be eligible to have his \$70,000 salary increased by the full 2.00% described in Subpart A above for the 2015 calendar year.

The payments described in this Subpart C are subject to the same conditions described in Subparts A and B above (including among other things the employee receiving at least a "meet expectations" on his performance evaluation for the preceding 12-month period).



Notwithstanding the foregoing, an employee who retires in good standing between March 1, 2014 and March 14, 2014, will be eligible for the pay increases described in this subsection, despite the fact that they may not be employed on the date that this contract is executed by both parties. This exception is being made on a non-precedential basis and in consideration for the percentage wage increases agreed to above.

#### **ARTICLE XIX --- SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered and declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or state legislation, or by Executive Order or regulation, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered and declared unlawful, invalid or unenforceable.

#### **ARTICLE XX -- ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The Employer shall have the authority to cancel, modify or otherwise alter prior practices and agreements, whether written or otherwise, unless otherwise 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 full and complete 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.

The parties agree that should the Employer cancel, modify or otherwise alter prior practices or agreements, not expressly stated in this Agreement, the Union shall have the right to notify the Employer within fourteen (14) calendar days of its desire for impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days. The parties agree that the Employer shall have the right to temporarily implement changes during any period of impact or effects bargaining specified in this contract and/or this Article.

#### **ARTICLE XXI – DURATION**

The 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 December 31, 2015. It shall be

automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-twenty (120) 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 fifteen (15) days after such notice unless otherwise mutually agreed. 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 the Agreement after December 31, 2015.

Signed and entered into this \_\_\_\_th day of \_\_\_\_\_, 2014.

For the Union

Chris Boardman  
Prenda Woodage  
B-K-L  
Shawn Cermak  
Chait Pachew

For the Village

Patrick Dunne  
Vittorio  
Timothy Senter  
Wm. Henry  
Lucas Nelson



## MEMORANDUM OF UNDERSTANDING

The Union and the Village agree that an employee's "per pay period" cost for family health insurance coverage for calendar year 2014 is summarized in the chart below:

Type of Plan	Employee Cost Per Pay Period
PPO	\$295.71
PPO Plus	\$191.94
B.A. HMO	\$149.41

The aforementioned health insurance costs will increase on an annual basis pursuant to the term of Section 17.1 of the parties' collective bargaining agreement.

The Village will publish on the Village's intranet a summary of the employee cost for family insurance coverage in the fall before any cost increases take effect on January 1 of the next calendar year.

Frenda Woodall  
Union/Date 5/20/2014

Scott Miller 5/20/14  
Village/Date



**Side Letter of Agreement**

SEIU Local 73 and the Village of Lombard hereby agree that the following two bargaining unit employees will receive the annual salary listed next to their names below as of January 1, 2013:

- Daniel Price, GIS Technician -- \$66,506.00
- Brian Koehler, Accountant -- \$68,429.00

The aforementioned annual salaries are simply provided for convenience, and are not intended to reflect a guaranteed salary.

Yvonda Woodall  
Union/Date 5/20/2014

Scott Miller 5/20/14  
Village/Date

