

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

 X Resolution or Ordinance (Blue) *Waiver of First requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: March 26, 2012 (B of T) Date: April 5, 2012

TITLE: Agreement with AFSCME , Council 31, Local 89

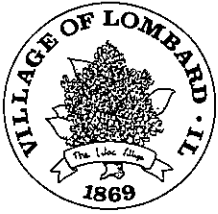
SUBMITTED BY: Kathleen Dunne, Human Resource Administrator

BACKGROUND/POLICY IMPLICATIONS:

Resolution approving an agreement between the American Federation of State, County and Municipal Employees (AFSCME) Council 31, Local 89 and the Village of Lombard. Contract begins June 1, 2011 and ends December 31, 2015.

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager _____ Date _____



TO: Honorable President and Board of Trustees

FROM: David A. Hulseberg, Village Manager

DATE: March 9, 2012

RE: AGREEMENT WITH AFSCME, COUNCIL 31, LOCAL 89

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

Duration: Four (4) years and six (6) months. The contract begins June 1, 2011 and ends December 31, 2015.

Changes of Note:

- * **Section 6.5 - Seniority List**
Added language to clarify that the date of the employee's acceptance of the Village of Lombard's Conditional offer of employment shall serve as the basis of determining seniority for employees with the same date of original appointment. In the event that two or more employees accept the conditional offer on the same date, the Village shall consider the highest last four digits of the social security number as a tie breaker.

- * **Section 7.3 Recall**
Changed that employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months instead of eighteen (18) months.

- * **Section 9.10 – Overtime Incentive Program**
This section of the contract was eliminated. The program gave a monetary award to six employees who worked the greatest number of overtime hours within a fiscal year. This is a cost savings of \$18,000 for the length of the contract.

* **Section 13.2 – Crisis Leave**

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

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

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

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

* **Section 17.5 – Life Insurance**

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

* **Section 19.2. - Protective Clothing**

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

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

* **Section 19.3 Clothing Allowance**

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

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

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

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

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

* **Section 21.1 – Hospitalization and Major Medical Insurance**

Effective June 1, 2012, the Bargaining Unit will have the same benefit level as the Non-Bargaining Unit HMO and PPO plans.

* **Wages:**

Year 1 - (March 25, 2012 through December 31, 2012)

1.75 % increase in ranges; \$250 signing bonus in lieu of retro pay; employees receive step increase or \$750 bonus if at the top of the range, whichever is greater. There are twelve employees that will be receiving a \$1,250 bonus instead of a \$750.

Year 2 - (January 1, 2013 through December 31, 2013)

Ranges locked; employees receive step increase or \$750 bonus if at the top of the range, whichever is greater.

Year 3 (January 1, 2014 through December 31, 2014)

Ranges locked; employees receive step increase or \$1,000 bonus if at the top of the range, whichever is greater.

Year 4 (January 1, 2015 through December 31, 2015)

2.00 % increase in ranges; employees receive step increase or \$1,250 bonus if at the top of the range, whichever is greater.

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

* **Side Letter**

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

* **Snow Plan**

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

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

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

RESOLUTION
R _____ 12

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

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

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

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

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

Adopted this ____ day of _____, 2012.

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2012.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk