

**Agreement Between the Village of Lombard and the  
American Federation of State, County & Municipal Employees, AFL-CIO  
Council 31, Local 89  
June 1, 2008 – May 31, 2011**

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<b>PREAMBLE .....</b>	<b>1</b>
<b>PURPOSE OF THE CONTRACT.....</b>	<b>1</b>
<b>GENDER.....</b>	<b>1</b>
<b>ARTICLE I - RECOGNITION AND UNIT DESCRIPTION.....</b>	<b>2</b>
SECTION 1.1. RECOGNITION.....	2
SECTION 1.2. CLASSIFICATIONS.....	2
<b>ARTICLE II - UNION SECURITY AND RIGHTS .....</b>	<b>3</b>
SECTION 2.1. UNION MEMBERSHIP.....	3
SECTION 2.2. AUTHORIZATION FOR DUES DEDUCTION.....	3
SECTION 2.3. PROCEDURE FOR DUES DEDUCTION.....	3
SECTION 2.4. MAINTENANCE OF MEMBERSHIP.....	3
SECTION 2.5. EXCLUSIVE BARGAINING STATUS.....	4
SECTION 2.6. UNION ACCESS.....	4
SECTION 2.7. UNION LEAVE.....	4
SECTION 2.8. BULLETIN BOARDS.....	4
<b>ARTICLE III - MANAGEMENT RIGHTS .....</b>	<b>5</b>
<b>ARTICLE IV - GRIEVANCE PROCEDURE.....</b>	<b>6</b>
SECTION 4.1. DEFINITION.....	6
SECTION 4.2. PURPOSE.....	6
SECTION 4.3. PROCEDURE.....	6
SECTION 4.4. FEES AND COSTS.....	8
SECTION 4.5. GRIEVANCE FORMS.....	8
SECTION 4.6. TIME LIMITS.....	8
SECTION 4.7. TIME OFF FOR GRIEVANCES.....	9
<b>ARTICLE V - LABOR-MANAGEMENT MEETINGS.....</b>	<b>10</b>
<b>ARTICLE VI - SENIORITY.....</b>	<b>11</b>
SECTION 6.1. DEFINITION.....	11
SECTION 6.2. PROBATIONARY PERIOD FOR NEWLY HIRED EMPLOYEES.....	11
SECTION 6.3. ORIGINAL APPOINTMENTS.....	11
SECTION 6.4. PROMOTIONAL APPOINTMENTS.....	11
SECTION 6.5. SENIORITY LIST.....	11
SECTION 6.6. TERMINATION OF SENIORITY.....	12
<b>ARTICLE VII - LAYOFF AND RECALL.....</b>	<b>13</b>
SECTION 7.1. LAYOFFS.....	13
SECTION 7.2. PROCEDURE FOR LAYOFFS.....	13
SECTION 7.3. RECALL.....	13
SECTION 7.4. REORGANIZATION.....	14
<b>ARTICLE VIII - VACANCIES AND PROMOTIONS .....</b>	<b>15</b>
SECTION 8.1. VACANCIES.....	15
SECTION 8.2. PROMOTIONS.....	15
<b>ARTICLE IX - HOURS OF WORK AND OVERTIME.....</b>	<b>16</b>
SECTION 9.1. REGULAR WORKWEEK AND WORKDAY.....	16
SECTION 9.2. NO GUARANTEE OF HOURS OF WORK.....	16
SECTION 9.3. POSTING.....	16

SECTION 9.4. MEAL PERIOD.....	16
SECTION 9.5. REST PERIODS.....	16
SECTION 9.6. OVERTIME.....	16
SECTION 9.7. HOLIDAY OVERTIME.....	17
SECTION 9.8. OVERTIME MEAL PERIODS.....	17
SECTION 9.9. CALL-OUT PROCEDURES.....	17
SECTION 9.10. OVERTIME INCENTIVE PROGRAM.....	20
SECTION 9.11. ADDITIONAL SICK LEAVE FOR OVERTIME HOURS.....	20
SECTION 9.12. CALL BACK.....	21
SECTION 9.13. NO PYRAMIDING.....	21
<b>ARTICLE X - DISCIPLINE.....</b>	<b>22</b>
SECTION 10.1. DISCIPLINE.....	22
SECTION 10.2. MANNER OF DISCIPLINE.....	22
SECTION 10.3. NOTIFICATION & INVESTIGATION.....	22
SECTION 10.4. ORAL REPRIMANDS.....	22
SECTION 10.5. WRITTEN REPRIMANDS, SUSPENSIONS & DISCHARGES.....	22
SECTION 10.6. EMPLOYEE FILES.....	23
SECTION 10.7. DISCIPLINARY APPEALS.....	23
SECTION 10.8. DRIVER DRUG & ALCOHOL TESTING.....	23
<b>ARTICLE XI - HOLIDAYS.....</b>	<b>24</b>
SECTION 11.1. HOLIDAYS.....	24
SECTION 11.2. ELIGIBILITY.....	24
SECTION 11.3. HOLIDAY PAY.....	24
<b>ARTICLE XII - VACATIONS.....</b>	<b>25</b>
SECTION 12.1. VACATION ALLOWANCE.....	25
SECTION 12.2. ACCRUAL.....	25
SECTION 12.3. VACATION PAY.....	25
SECTION 12.4. ACCUMULATION.....	25
SECTION 12.5. HOLIDAYS DURING VACATION.....	25
SECTION 12.6. SCHEDULING.....	25
SECTION 12.7. PAYMENT ON RESIGNATION.....	26
<b>ARTICLE XIII - MISCELLANEOUS LEAVES OF ABSENCE.....</b>	<b>27</b>
SECTION 13.1. DISCRETIONARY LEAVES.....	27
SECTION 13.2. CRISIS LEAVE.....	27
SECTION 13.3. PERSONAL DAYS.....	27
SECTION 13.4. MILITARY LEAVE.....	27
SECTION 13.5. JURY DUTY AND COURT LEAVE.....	27
SECTION 13.6. FAMILY & MEDICAL LEAVE ACT.....	28
<b>ARTICLE XIV - SICK LEAVE.....</b>	<b>29</b>
SECTION 14.1. USE OF SICK LEAVE.....	29
SECTION 14.2. ACCRUAL.....	29
SECTION 14.3. ACCUMULATION.....	29
SECTION 14.4. PROCEDURE.....	29
SECTION 14.5. FAILURE TO NOTIFY.....	29
SECTION 14.6. WORK RELATED INJURY OR ILLNESS.....	30
SECTION 14.7. PHYSICAL EXAMINATION.....	30
SECTION 14.8. OUTSIDE EMPLOYMENT.....	30
SECTION 14.9. LIGHT DUTY.....	30
SECTION 14.10. RECORDS OF SICK LEAVE USAGE.....	30
<b>ARTICLE XV - RATES OF PAY.....</b>	<b>31</b>

SECTION 15.1. STARTING PAY .....	31
SECTION 15.2. WAGES .....	31
SECTION 15.3. SCHEDULE OF WAGES .....	31
SECTION 15.4. SALARIES ABOVE THE MAXIMUM .....	31
SECTION 15.5. WAGE INCREASES .....	32
SECTION 15.6. OUT-OF-CLASSIFICATION PAY .....	33
SECTION 15.7. LICENSE BONUS .....	34
<b>ARTICLE XVI - EMPLOYEE DEVELOPMENT AND TRAINING .....</b>	<b>37</b>
SECTION 16.1. TUITION REIMBURSEMENT .....	37
SECTION 16.2. TRAINING .....	37
SECTION 16.3. PERFORMANCE EVALUATIONS .....	37
<b>ARTICLE XVII - INSURANCE .....</b>	<b>38</b>
SECTION 17.1. HOSPITALIZATION & MAJOR MEDICAL .....	38
SECTION 17.2. COST CONTAINMENT .....	38
SECTION 17.3. TERMS OF POLICIES .....	38
SECTION 17.4. HMO OPTION .....	39
SECTION 17.5. LIFE INSURANCE .....	39
SECTION 17.6. COBRA RIGHTS .....	39
SECTION 17.7. FLEXIBLE SPENDING PROGRAM .....	39
SECTION 17.8. DENTAL INSURANCE .....	39
SECTION 17.9. VISION INSURANCE .....	40
SECTION 17.10. RETIREMENT HEALTH SAVINGS (RHS) PLAN .....	40
<b>ARTICLE XVIII - SAFETY AND HEALTH .....</b>	<b>41</b>
SECTION 18.1. COMPLIANCE WITH RULES .....	41
SECTION 18.2. TRAINING AND UNSAFE CONDITIONS .....	41
SECTION 18.3. SAFETY GRIEVANCES .....	41
SECTION 18.4. SAFETY COMMITTEE .....	41
<b>ARTICLE XIX - UNIFORMS, CLOTHING AND TOOLS .....</b>	<b>42</b>
SECTION 19.1. REQUIRED UNIFORMS .....	42
SECTION 19.2. PROTECTIVE CLOTHING .....	42
SECTION 19.3. CLOTHING ALLOWANCE .....	42
SECTION 19.4. TOOLS AND EQUIPMENT .....	42
SECTION 19.5. CDL TEST PREPARATION AND LICENSE FEES .....	42
<b>ARTICLE XX - NON-DISCRIMINATION .....</b>	<b>42</b>
SECTION 20.1. EQUAL EMPLOYMENT OPPORTUNITY .....	42
SECTION 20.2. UNION ACTIVITY .....	43
<b>ARTICLE XXI - SUBCONTRACTING .....</b>	<b>44</b>
SECTION 21.1. POLICY .....	44
SECTION 21.2. NOTICE AND DISCUSSION .....	44
<b>ARTICLE XXII - RULES &amp; REGULATIONS .....</b>	<b>45</b>
<b>ARTICLE XXIII - STRIKES AND LOCKOUTS .....</b>	<b>46</b>
SECTION 23.1. NO STRIKES .....	46
SECTION 23.2. UNION RESPONSIBILITY .....	46
SECTION 23.3. NO LOCKOUT .....	46
<b>ARTICLE XXIV - PERSONNEL FILES .....</b>	<b>47</b>
<b>ARTICLE XXV - SAVINGS CLAUSE .....</b>	<b>48</b>

ARTICLE XXVI - WAIVER ..... 49

ARTICLE XXVII - GENERAL PROVISIONS ..... 50

ARTICLE XXVIII- DURATION..... 51

APPENDIX A ..... ERROR! BOOKMARK NOT DEFINED.

SIDE LETTER AGREEMENT ..... 53

## **Preamble**

This Agreement is entered into this 9th day of June 2004 by and between the Village of Lombard, Illinois (hereinafter referred to as the "Village" or "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, Local 89 (hereinafter referred to as the "Union"), and applies to only said parties.

## **Purpose of the Contract**

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

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

## **Gender**

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

## Article I - Recognition and Unit Description

### Section 1.1. Recognition.

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

### Section 1.2. Classifications.

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

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

## Article II - Union Security and Rights

### Section 2.1. Union Membership.

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

### Section 2.2. Authorization for Dues Deduction.

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

### Section 2.3. Procedure for Dues Deduction.

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

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

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

### Section 2.4. Maintenance of Membership.

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

(b) The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of dues deduction authorization from an employee, upon the employee leaving or being terminated from Village employment, or upon the employee being reclassified to a job classification not covered by this Agreement.

Section 2.5. Exclusive Bargaining Status.

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

Section 2.6. Union Access.

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

Section 2.7. Union Leave.

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

Section 2.8. Bulletin Boards.

The Village shall provide one bulletin board at the Public Works facility, one bulletin board at the Civic Center Reservoir, and one bulletin board at the Underground Utilities Garage. The bulletin boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### Article III - Management Rights

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

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

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

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

## Article IV - Grievance Procedure

### Section 4.1. Definition.

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

### Section 4.2. Purpose.

The Grievance Procedure is established to accomplish the following objectives:

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

### Section 4.3. Procedure.

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

#### Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

(a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to binding arbitration by notifying the Village Manager in writing within fifteen (15) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10)

calendar days of receipt of such request the Union and the Village Manager shall jointly request the Federal Mediation and Conciliation Services (FMCS) to provide a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names; the other party shall then strike three (3) names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and the place of the hearing which shall be as soon as possible after his selection subject to the availability of Union and Village representatives.

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

#### Section 4.4. Fees and Costs.

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript, and make copies available to the arbitrator and the other party at no charge.

#### Section 4.5. Grievance Forms.

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

#### Section 4.6. Time Limits.

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

(b) No matter or action shall be treated as a grievance unless a grievance is filed within seven

(1) calendar days of the time of the alleged violation of this Agreement or the employee's knowledge of its occurrence not to exceed fifteen (15) calendar days from the date of the alleged violation as set forth in Step 1 of the grievance procedure. Provided, however, that the fifteen (15) calendar day limit after the date of the occurrence shall be extended to thirty (30) calendar days for a non-reoccurring grievance (e.g., holiday pay, error on paycheck).

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

Section 4.7. Time Off for Grievances.

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

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

## Article V - Labor-Management Meetings

A Labor-Management Committee consisting of the Village Manager, or his designee, and up to three (3) other members of the Village and up to four (4) employee members of the Union shall meet once every other month or more often if mutually agreed to by the parties for the purpose of discussing any work related problems of mutual concern for the advancement of better relations and efficient operations. The Union and the Village shall exchange agenda items at least seven (7) calendar days in advance of the meeting. Discussions shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. Members of the Union authorized to represent the Union at Labor-Management meetings will be paid by the Village for time spent in Labor-Management meetings, but only at the straight time hourly rate for the hours they would otherwise have worked on their regular work schedule. The parties shall endeavor to promptly respond where practicable to items of the Labor-Management Committee agenda.

## Article VI - Seniority

### Section 6.1. Definition.

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

### Section 6.2. Probationary Period for Newly Hired Employees.

The probationary period for new employees covered under this agreement who are hired on or after June 1, 2008 shall be nine (9) months. Such probationary period may be extended for reasonable cause by the Village Manager for an additional six (6) months. During the probationary period an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary employee without cause and such employee shall have no recourse to the grievance procedure to contest such a reprimand, suspension or discharge.

*Note:* The probationary period for employees hired within the six (6) month period preceding June 1, 2008 shall be governed by the 2004-08 Agreement between the parties.

### Section 6.3. Original Appointments.

No employee who receives an original appointment to a position within the bargaining unit shall attain seniority rights under this Agreement until he has continuously held employment in a particular position classification covered by this Agreement for a period of six (6) months. Upon completion of the employee's probationary period, his seniority shall date back to his last date of hire.

### Section 6.4. Promotional Appointments.

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

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

### Section 6.5. Seniority List.

The Village shall maintain a roster of employees arranged according to seniority as defined in this Article stating name, date of original appointment, and position classification. A copy of said seniority roster shall be provided to the Union within thirty (30) days from the ratification of this Agreement by both parties and every six (6) months thereafter. Any objection to the seniority roster as provided shall be reported in writing to the Village within thirty (30) calendar days of the date of the seniority roster is provided to the Union or the roster shall stand approved as provided.

Section 6.6. Termination of Seniority.

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

- (a) He quits or retires;
- (b) He is discharged for cause;
- (c) He is absent for five (5) consecutive working days without notifying the Village;
- (d) He fails to return to work at the end of an approved leave of absence;
- (e) He fails to return from layoff within seven (7) calendar days from the date of recall;
- (f) He is absent from work because of layoff for a period of time in excess of eighteen (18) months.

**Article VII - Layoff and Recall**

**Section 7.1. Layoffs.**

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

**Section 7.2. Procedure for Layoffs.**

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

(a) Part-time, temporary and probationary employees in an affected job classification in an order determined by the Village.

(b) Regular full-time employees in an appropriate organizational unit and position classification in accordance with the classification provided the more senior employee(s) have the ability to perform the most performance. Subject to the above, the employee in the lowest classification will be laid off first.

(c) Regular full-time employees with the least seniority in the same or lower classification who are capable of performing the work within three (3) working days of receiving notice.

1. The Village shall give notice to the affected employee(s) and Union at least 30 days prior to the effective date of such layoff.

**Section 7.3.**

(a) Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees on the recall list have the obligation to keep the Village advised in writing of their current address. Upon a recall, employees who are on the recall list shall be recalled, in the inverse of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

(b) Within seven (7) calendar days after receipt of the notice of recall by registered letter the employee must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice. The Village may require, at its discretion, that an employee undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment.

(c) An employee who declines recall, or who, in the absence of extenuating circumstances approved by the Village Manager fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.

*Handwritten notes:*  
-Chin's  
-Vinny  
-Ken  
-Chissy  
-Scuba  
-Space  
-10/1/2017  
-Building  
-Ceggs  
-Thos  
-Anker  
-Ray  
-Dough

Section 7.4. Reorganization.

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

## Article VIII - Vacancies and Promotions

### Section 8.1. Vacancies.

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

### Section 8.2. Promotions.

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

(a) Advancement within the service through promotion shall be based upon competitive examination(s) as determined by the Village Manager. Applicants taking competitive promotional examinations who receive a passing grade shall receive credit of five (5) to twenty (20) points for seniority, as determined by the Village Manager with credit amounting to one (1) point for each full year of continuous uninterrupted service as a regular full-time employee up to the total amount available for the examination. The Village shall provide general information pertaining to the format and scoring procedures for each examination at the same time the vacancy is posted as outlined in Section 8.1. All candidates for the filling of a vacancy shall take the same examination. Said competitive examination(s) shall consist of a total of one hundred (100) points. The Village may develop yearly eligibility lists for promotions and transfers. Voluntary demotions shall only be made upon approval of the Department Head.

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

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

## Article IX - Hours of Work and Overtime

### Section 9.1. Regular Workweek and Workday.

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

### Section 9.2. No Guarantee of Hours of Work.

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

### Section 9.3. Posting.

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

### Section 9.4. Meal Period.

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

### Section 9.5. Rest Periods.

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

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

### Section 9.6. Overtime.

(a) Overtime hours shall be considered as hours worked in excess of the normal work week,

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

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

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

#### Section 9.7. Holiday Overtime.

If an employee is required to work overtime on a holiday, the employee shall be paid at a rate of two (2) times his straight time hourly rate. A holiday shall be defined for purposes of this section as the day observed as the holiday by the Village.

#### Section 9.8. Overtime Meal Periods.

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

#### Section 9.9. Call-Out Procedures.

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

(a) Prescheduled Overtime - Prescheduled overtime is that overtime which is known to the Village sufficiently far in advance that the work can be prescheduled by the Village. Such prescheduled overtime shall be handled as described in paragraphs 1 through 5 below.

(1) The overtime shall be assigned to the job classification(s) within the division responsible for completing the work, provided the employee(s) are capable of performing the work required.

(2) If additional employees are necessary to complete the assignment, rotation shall begin with the most senior employee in that job classification(s) qualified to perform the work. If the employee is not available, the next most senior employee shall be called, and so on until a

sufficient work force to complete the project has been assigned. Once all employees have been exhausted, the sequence will be repeated starting at the top of the list in seniority order.

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

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

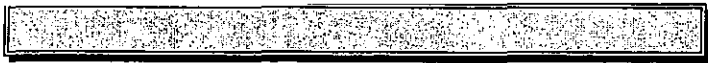
(5) For the purpose of completing particular work assignments, overtime may be assigned to employees who are already present and working rather than utilizing the normal overtime rotation procedure.

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

(1) Employees desiring the first opportunity to work unscheduled overtime in within their division shall have their names placed on a Division/Voluntary Overtime List. Such names shall be listed in seniority order. The lists shall be valid for a period of two weeks. Upon completion of each two week period, a new list shall be established. Employees from the division shall be listed first on the Division/Voluntary Overtime list and shall be contacted first. Other employees within their division, not wanting the first opportunity to work unscheduled overtime, shall only have their names placed on the Mandatory Seniority Overtime list. Should an employee want to be on the list for a continuous period of time, the employee shall provide a written request to their Superintendent indicating such. A written request to be removed from the list shall be provided when the employee would like to change his/her status.

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

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



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

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

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

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

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

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

(9) All employees shall be issued an electronics communications device, such as a beeper, at Village expense. Employees who are contacted to perform unscheduled overtime through the use of an electronic device must call in to their department's representative within twenty (20) minutes of being contacted. Thereafter, such persons shall report for overtime work as assigned.

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

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

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

Section 9.10. Overtime Incentive Program

The six (6) employees who work the greatest number of total unscheduled and extension of work hours overtime within a fiscal year shall receive monetary awards. All overtime work must be approved in advance by the employee's non-bargaining unit supervisor. The monetary awards for each year of the program shall be as follows:

<u>Operations</u>	
1st Place:	\$350.
2nd Place:	\$250.
3rd Place:	\$150.

<u>Utilities</u>	
1st Place:	\$350.
2nd Place:	\$250.
3rd Place:	\$150.

Effective upon the execution of this agreement, the monetary awards shall be presented to the six (6) employees within thirty (30) calendar days after the end of the fiscal year. The amounts shall be presented in a separate check to the six (6) employees.

Section 9.11. Additional Sick Leave for Overtime Hours.

For the fiscal year commencing June 1, 2008, employees shall accrue additional sick leave based upon the amount of unscheduled and extension of overtime hours worked in a fiscal year. The amount of additional sick leave hours that employees are eligible to receive is based on the following schedule:

<u>Hours of Overtime at May 31 of Each Fiscal Year</u>	<u>Hours of Additional Sick Leave Earned at the Fiscal Year End</u>
301 hours or above	28 hours
251 - 300 hours	22 hours
201 - 250 hours	16 hours
151-200 hours	12 hours
101-150 hours	8 hours

76-100 hours	4 hours
0-75 hours	0 hours

Effective with the fiscal year commencing June 1, 2009, employees shall accrue additional sick leave based upon the amount of unscheduled and extension of overtime hours worked in a fiscal year. The amount of additional sick leave hours that employees are eligible to receive is based on the following schedule:

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

Except as otherwise provided herein, sick leave shall be governed by Article XIV.

Section 9.12. Call Back.

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

Section 9.13. No Pyramiding

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

## Article X - Discipline

### Section 10.1. Discipline.

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

### Section 10.2. Manner of Discipline.

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

### Section 10.3. Notification & Investigation.

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

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

### Section 10.4. Oral Reprimands.

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

### Section 10.5. Written Reprimands, Suspensions & Discharges.

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

Section 10.6. Employee Rules.

Any written warning imposed for tardiness or absenteeism shall be removed from the employee's record, if, from the date of the last warning, twelve (12) months have passed without the employee receiving an additional warning or discipline for such offenses. Any oral reprimand recorded in the employee's personnel files shall not be used after thirty-six (36) months to justify subsequent disciplinary action, except for the same offense.

Section 10.7. Disciplinary Appeals.

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

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

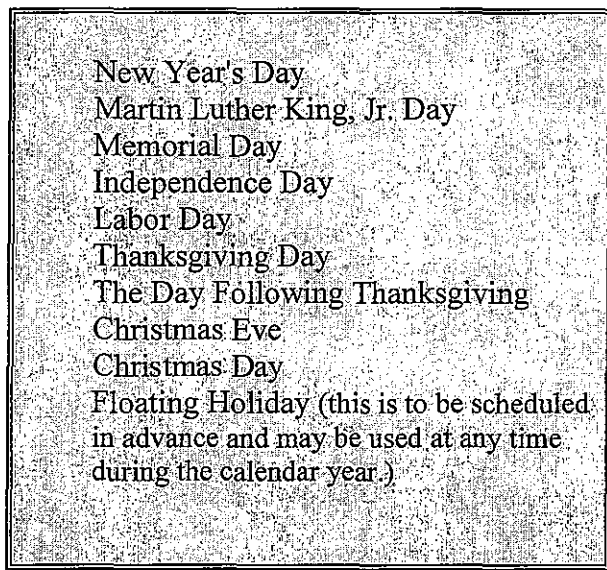
Section 10.8. Driver Drug & Alcohol Testing.

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

## Article XI - Holidays

### Section 11.1. Holidays.

The following days are paid holidays for eligible employees:



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

### Section 11.2. Eligibility.

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

### Section 11.3. Holiday Pay.

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

**Article XII - Vacations**

**Section 12.1. Vacation Allowance.**

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

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

**Section 12.2. Accrual.**

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

**Section 12.3. Vacation Pay.**

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

**Section 12.4. Accumulation.**

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

**Section 12.5. Holidays During Vacation.**

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

**Section 12.6. Scheduling.**

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

Section 12.7. Payment on Resignation.

In the event an employee resigns his employment with the Village and has completed one full year of continuous service, the employee shall be eligible for payment of all accrued unused vacation. The Village requires a written notice of resignation at least ten (10) working days prior to the effective date of the resignation. Employees who fail to give such notice without good reason, shall not receive payment of any accrued vacation leave.

Section 13.1. Discretionary Leaves.

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

Section 13.2. Crisis Leave.

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

Section 13.3. Personal Days.

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

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

Section 13.4. Military Leave.

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

Section 13.5. Jury Duty and Court Leave.

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

If the employee is required to attend court for other than jury service, and not in the employee's official capacity performing Village work responsibilities, then such absence from duty shall be

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

Section 13.6. Family & Medical Leave Act.

Employees are covered under the federal Family & Medical Leave Act. Employees who have worked for the Village for at least twelve (12) months, and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid and unpaid leave per calendar year for: birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member requiring inpatient care or continuing treatment by a health care provider. Provided the Village implements the same change for all other bargaining unit and non-bargaining unit employees, the Village may instead permit up to twelve (12) weeks of total leave based on a rolling 12-month period, measured backward from the date a leave is to be taken.

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

Employees must provide the Village with thirty (30) days notice if possible before taking such leave, or notify the Village as soon as practical. Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave. Before going on unpaid leave status for the serious health condition of the employee requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave, all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave. Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave (as allowed in 14.1(c)), all accrued unused personal days and all accrued unused vacation leave, or may, at their option, retain up to forty (40) hours of vacation leave.

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

## Article XIV - Sick Leave

### Section 14.1. Use of Sick Leave.

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

(a) Actual non-occupational illness or disability of the employee except as otherwise provided in Section 14.6 of this Article.

(b) Medical or dental appointments for the employee which cannot be scheduled outside of normal working hours, provided that such leave may not exceed half a working day for an appointment without the approval of the Department Head.

(c) Absence required by serious illness or disability of the employee's immediate family (as defined in Article XIII Section 13.2) provided no more than nine (9) sick days may be used for this purpose in any one (1) calendar year, except in the case of unusual circumstances as approved by the Department Head or his designee. Such approval shall be equitably granted to all bargaining unit members under similar circumstances.

### Section 14.2. Accrual.

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

### Section 14.3. Accumulation.

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

### Section 14.4. Procedure.

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

### Section 14.5. Failure to Notify.

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

Section 14.6. Work Related Injury or Illness.

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

Section 14.7. Physical Examination.

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

Section 14.8. Outside Employment.

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

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

Section 14.9. Light Duty.

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

Section 14.10. Records of Sick Leave Usage.

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

## Article XV - Rates of Pay

### Section 15.1. Starting Pay.

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

### Section 15.2. Wages.

Retroactive to June 1, 2008, the employees covered by this Agreement shall be paid in accordance with the schedule of wages attached hereto as Appendix A.

### Section 15.3. Schedule of Wages.

The schedule of wages for all employees as of the effective date of this Agreement is attached hereto as Appendix A.

Annual progression through the salary ranges shall be based upon an acceptable performance evaluation resulting in a rating of "meets expectations" or "exceeds expectations" and shall be granted within the first complete pay period following the beginning of the Village's fiscal year, except as provided in Section 15.2 for the fiscal year beginning June 1, 2008. Only employees rated as a "meets expectations" or above shall be eligible for a salary increase. Employees not eligible for salary increases due to a substandard rating shall be re-evaluated within six (6) months. An employee who improves and receives a "meets expectations" evaluation shall be entitled to the performance based increase effective with the beginning of the pay period following the improved performance evaluation.

Employees who have not satisfactorily completed their probationary period by the beginning of the Village's fiscal year shall not receive their wage increase until the satisfactory completion of their probationary period. Employees who on June 1 of each year have not completed six (6) months of employment with the Village and who satisfactorily complete their probationary period after June 1 shall receive their wage increase upon completion of their probationary period.

Employees receiving a promotion shall be entitled to the greater of either the minimum of the new range or a five percent (5%) salary increase unless said increase exceeds the maximum of the new range. Such increase shall take effect with the beginning of the first pay period following the effective date of the promotion. A promotion is defined as a re-assignment to a position which entails greater skills and/or added responsibilities.

Employees assigned to the Maintenance Worker I classification shall go to the Maintenance Worker II classification the June first following the employee completing the eighth year of the Maintenance Worker I category. This shall not be considered a promotion.

### Section 15.4. Salaries Above the Maximum.

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

Section 15.5. Wage Increases.

Effective with the first full payroll period following execution of this Agreement, employees shall receive the following increases based upon their evaluations, provided such increase does not cause the employee's annual salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A:

General Increase	3.75%
Meets Expectations	1.5% plus General Increase
Exceeds Expectations	2.0% plus General Increase

Employees who receive a below expectations evaluation shall receive no increase to their base salary until their mid-year evaluation. If at the mid-year evaluation, the rating is an "exceeds expectations" or "meets expectations" evaluation, the employee shall be eligible to receive the appropriate percentage increase from that point forward, provided such increase does not cause the employee's salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A. If the mid-year evaluation is below expectations, then no increase to the base salary shall occur.

Effective June 1, 2009, employees shall receive the following increases based upon their evaluations, provided such increase does not cause the employee's annual salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A:

General Increase:	3.75%
Meets Expectations:	General increase plus an amount equal to three-quarters of any merit pool percentage allocated by the Village Board for the bargaining unit for said fiscal year.
Exceeds Expectations:	General increase plus an amount equal to any merit pool percentage allocated by the Village Board for the bargaining unit for said fiscal year, or such greater amount as the Village Manager, in his sole discretion, may establish for any and all such employees.

Example: If the Village Board allocates a 2% merit pool for the bargaining unit, then those employees who receive a meets expectations evaluation would receive their general increase plus 1.5%, while those employees who receive an exceeds expectations would receive the general increase plus 2%, provided such increase does not exceed the top of range for the employee's job classification.)

Note: The overall merit pool percentage, if any, allocated by the Village for the bargaining unit will be the same as the overall merit pool percentage established by the Village for other non-represented groups of non-exempt Village employees for the fiscal year beginning June 1, 2009.

Employees who receive a below expectations evaluation shall receive no increase to their base salary until their mid-year evaluation. If at the mid-year evaluation, the rating is an "exceeds expectations" or "meets expectations" evaluation, the employee shall be eligible to receive the

appropriate percentage increase from that point forward, provided such increase does not cause the employee's salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A. If the mid-year evaluation is below expectations, then no increase to the base salary shall occur.

Effective June 1, 2010, employees shall receive the following increases based upon their evaluations, provided such increase does not cause the employee's annual salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A:

General Increase:	3.75%
Meets Expectations:	General increase plus an amount equal to three-quarters of any merit pool percentage allocated by the Village Board for the bargaining unit for said fiscal year
Exceeds Expectations:	General Increase plus an amount equal to any merit pool percentage allocated by the Village Board for the bargaining unit for said fiscal year, or such greater amount as the Village Manager, in his sole discretion, may establish for any and all such employees.

Example: If the Village Board allocates a 2% merit pool for the bargaining unit, then those employees who receive a meets expectations evaluation would receive their general increase plus 1.5%, while those employees who receive an exceeds expectations would receive the general increase plus 2%, provided such increase does not exceed the top of range for the employee's job classification.

Note: The overall merit pool percentage, if any, allocated by the Village for the bargaining unit will be the same as the overall merit pool percentage established by the Village for other non-represented groups of non-exempt Village employees for the fiscal year beginning June 1, 2010.

Employees who receive a below expectations evaluation shall receive no increase to their base salary until their mid-year evaluation. If at the mid-year evaluation, the rating is an "exceeds expectations" or "meets expectations" evaluation, the employee shall be eligible to receive the appropriate percentage increase from that point forward, provided such increase does not cause the employee's salary to exceed the maximum of the salary range for the employee's job classification as set forth in Appendix A. If the mid-year evaluation is below expectations, then no increase to the base salary shall occur.

No wage increases shall occur during any contract renewal negotiations. Employees covered by this Agreement shall be eligible to participate in the Village's spot award program should such a program be established by the Village.

#### Section 15.6. Out-of-Classification Pay.

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

distinguish the higher position classification the employee normally occupies. The use of any leave time (i.e., vacation, sick, personal, holiday) shall be at the employee's normal rate of pay.

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

When the Crew Leaders participate in the rotation, they will be paid 5% above their regular hourly rate of pay for the week for both straight working time and for all overtime. While on call, the Crew Leaders have the use of a Village vehicle to take home. They will be paid two hours of straight time for Saturdays, Sundays and holidays. They will be guaranteed two hours of straight time for Mondays through Fridays (i.e., 2 hours for each work day), however, the two hour straight time guarantee will be eliminated on days when the Crew Leaders participate in an overtime call-out (excluding Saturdays, Sundays and holidays).

The weeks the Crew Leaders are on call will count towards the Supervisory Overtime Program. The other weeks they can sign up for voluntary overtime and it will count towards the AFSCME Overtime Incentive Program.

Section 15.7. License Bonus.

Effective June 1, 2007, the following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Public Water Supply Operators Certificate of Technical Competency:

<u>Class "A"</u>	<u>Class "B"</u>	<u>Class "C"</u>	<u>Class "D"</u>
\$1,300.00	\$1,050.00	\$800.00	\$550.00

Effective June 1, 2010, the following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Public Water Supply Operators Certificate of Technical Competency:

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

Effective June 1, 2006, the following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Wastewater Collection System Operator Certificate of Technical Competency:

<i>IEPA Wastewater Collection System Operator</i>	<i>\$275</i>
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Effective June 1, 2010, the following premium pay shall be provided to employees who possess an Illinois Environmental Protection Agency (IEPA) Wastewater Collection System Operator Certificate of Technical Competency:

*IEPA Wastewater Collection System Operator*      \$290

Effective June 1, 2006, the following premium pay shall be provided to employees who possess an International Society of Arboriculture (ISA) Certification:

*ISA Certified Arborist*      \$275

Effective June 1, 2009, the following premium pay shall be provided to employees who possess an International Society of Arboriculture (ISA) Certification:

*ISA Certified Arborist*      \$400

Effective June 1, 2010, the following premium pay shall be provided to employees who possess an International Society of Arboriculture (ISA) Certification:

*ISA Certified Arborist*      \$425

Effective June 1, 2006, the following premium pay shall be provided to employees who possess an Illinois Department of Agriculture Public Operator's License under the Illinois Pesticide Act:

*IL Department of Agriculture Public Operator*      \$275

Effective June 1, 2010, the following premium pay shall be provided to employees who possess an Illinois Department of Agriculture Public Operator's License under the Illinois Pesticide Act:

*IL Department of Agriculture Public Operator*      \$290

Commencing June 1, 2008, the Village will reimburse a qualified employee for the actual fee for taking an approved licensure test under this section, including renewals, provided the employee submits proof acceptable to the Village.

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

being paid with each paycheck.

## Article XVI - Employee Development and Training

### Section 16.1. Tuition Reimbursement.

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

### Section 16.2. Training.

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

### Section 16.3. Performance Evaluations.

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

## Article XVII - Insurance

### Section 17.1. Hospitalization & Major Medical

The Village agrees to provide hospitalization and major medical insurance for all eligible employees. Commencing June 1, 2004, an employee electing single coverage shall make the following premium contributions per pay period, ten percent (10%) of the premium for the plan, i.e., the HMO or PPO.

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

The current hospitalization and major medical insurance plan will be maintained; provided, however, that the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits and benefit levels are substantially the same as those in effect as of the date this Agreement is executed. Notwithstanding the above, beginning with Benefit Plan Year 2007-2008, the Village also shall have the right to make any plan changes to health insurance including premiums, deductible, co-pays, etc., so long as such changes are equally applicable to other full-time Village employees.

### Section 17.2. Cost Containment.

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

### Section 17.3. Terms of Policies.

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. The Village will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles by incumbent insurance providers, so long as the Village uses its best efforts to minimize changes by incumbent insurance providers from one (1) plan year to another. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this

Agreement, however, shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 17.4. HMO Option.

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

Section 17.5. Life Insurance.

(a) The Village shall continue to provide life insurance coverage for eligible employees at no cost to the employee according to the following schedule:

<u>Annual Earnings</u>	<u>Policy Amount</u>
Less than \$25,000	\$30,000
\$25,000 but less than \$35,000	\$40,000
\$35,000 and over	\$50,000

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

Section 17.6. COBRA Rights.

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

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

Section 17.7. Flexible Spending Program.

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

Section 17.8. Dental Insurance.

The Village of Lombard agrees to continue to offer dental insurance subject to the terms and

conditions of the provider, to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating employees.

Section 17.9. Vision Insurance.

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

Section 17.10. Severance

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

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

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

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

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

*Section 17.11. Retirement Health Savings Plan.* The Retirement Health Savings Plan was terminated as of May 31, 2008. The parties may, by mutual written agreement, elect to agree to a new plan during the term of this Agreement.

Article XVIII - Safety and Health

Section 18.1. Compliance with Rules.

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

Section 18.2. Training and Unsafe Conditions.

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

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

Section 18.3. Safety Grievances.

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

Section 18.4. Safety Committee.

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

## **Article XIX - Uniforms, Clothing and Tools**

### **Section 19.1. Required Uniforms.**

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

### **Section 19.2. Protective Clothing.**

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

### **Section 19.3. Clothing Allowance.**

The Village agrees to provide employees with a clothing allowance of up to four hundred seventy-five dollars (\$475) yearly (increasing to five hundred dollars (\$500), annually, beginning on June 1, 2009 , and to five hundred twenty-five dollars (\$525), annually, beginning on June 1, 2011) for the following items: short or long sleeve shirts, T-shirts, trousers, jeans, blue jean tailored/work shorts, safety shoes, insulated coveralls, spring weight jacket, winter weight jacket and safety prescription glasses. The above items shall only be ordered by the Village, unless otherwise approved by the Village. Only approved items shall be worn during working hours.

### **Section 19.4. Tools and Equipment.**

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

### **Section 19.5. CDL Test Preparation and License Fees.**

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

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

## **Article XX - Non-Discrimination.**

### **Section 20.1. Equal Employment Opportunity.**

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

Section 20.2. Union Activity.

The Village and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

## **Article XXI - Subcontracting**

### **Section 21.1. Policy.**

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

### **Section 21.2. Notice and Discussion.**

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

ARTICLE XXII - RULES & REGULATIONS

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

## Article XXIII - Strikes and Lockouts

### Section 23.1. No Strikes.

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

### Section 23.2. Union Responsibility.

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

### Section 23.3. No Lockout.

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

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

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

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

## **Article XXV - Savings Clause**

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

Article XXVI - Waiver

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

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

Therefore, the Village and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This waiver shall also apply to any effects bargaining to which the parties during the life of this Agreement might be otherwise entitled.

## **Article XXVII - General Provisions**


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

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of May 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than ninety (90) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin no later than fifty (50) days prior to the anniversary date unless mutually agreed upon by both parties. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days notice of its intent to terminate after May 31, 2011.


Signed and entered into this 23 day of March, 2009.

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

  
Karmen Lee Ortloff

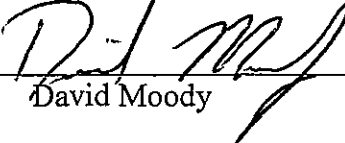
  
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William Harvey

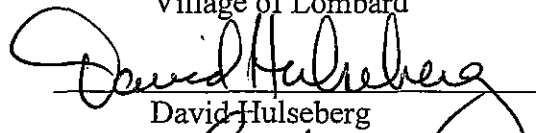
  
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Erik Lindgren

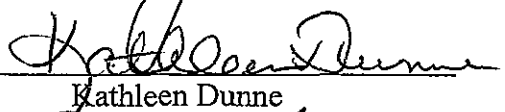
  
William Brehm

  
David Moody

Village of Lombard

  
David Hulseberg

  
Carl Goldsmith

  
Kathleen Dunne

  
David Gorman

  
Angela Podesta

  
Keith Surges

<b>Appendix A</b>			
<b>Position</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
<b>2008 - 2009</b>			
<b>Position</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
Custodial Worker	\$35,542	\$41,761	\$47,981
Engineering Assistant	\$39,681	\$46,625	\$53,569
Maintenance Worker I	\$42,921	\$50,432	\$57,943
Maintenance Worker II	\$45,003	\$52,878	\$60,754
Mechanic	\$45,003	\$52,878	\$60,754
Forestry Technician	\$45,003	\$52,878	\$60,754
Senior Engineering Assistant	\$45,939	\$53,976	\$62,013
Electrician	\$45,939	\$53,976	\$62,013
Water Plant Operator	\$48,230	\$56,673	\$65,116
Crew Leader	\$49,489	\$58,149	\$66,810
Senior Mechanic	\$49,489	\$58,149	\$66,810
<b>2009 - 2010</b>			
<b>Position</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
Custodial Worker	\$36,874	\$43,328	\$49,781
Engineering Assistant	\$41,169	\$48,374	\$55,578
Maintenance Worker I	\$44,531	\$52,324	\$60,116
Maintenance Worker II	\$46,690	\$54,861	\$63,032
Mechanic	\$46,690	\$54,861	\$63,032
Forestry Technician	\$46,690	\$54,861	\$63,032
Senior Engineering Assistant	\$47,662	\$56,001	\$64,339
Electrician	\$47,662	\$56,001	\$64,339
Water Plant Operator	\$50,039	\$58,798	\$67,557
Crew Leader	\$51,345	\$60,330	\$69,315
Senior Mechanic	\$51,345	\$60,330	\$69,315
<b>2010 - 2011</b>			
<b>Position</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
Custodial Worker	\$38,257	\$44,952	\$51,647
Engineering Assistant	\$42,713	\$50,188	\$57,662
Maintenance Worker I	\$46,201	\$54,286	\$62,371
Maintenance Worker II	\$48,441	\$56,918	\$65,396
Mechanic	\$48,441	\$56,918	\$65,396
Forestry Technician	\$48,441	\$56,918	\$65,396
Senior Engineering Assistant	\$49,450	\$58,101	\$66,752
Electrician	\$49,450	\$58,101	\$66,752
Water Plant Operator	\$51,915	\$61,003	\$70,091
Crew Leader	\$53,270	\$62,592	\$71,914
Senior Mechanic	\$53,270	\$62,592	\$71,914

SIDE LETTER AGREEMENT


The Village and the Union agree that, for the term of the 2008 - 2011 agreement only, the Village will advance certain eligible employees through their pay range effective on employee anniversary dates as follows:

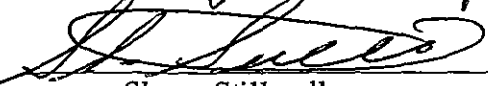
1. **Employees with at least three years but less than five years of full time service in their position as of their anniversary date.** If the employee received an "exceeds expectations" review for two out of the last three evaluations, and has no less than a "meets expectations" review on the other evaluation, but has yet to reach the mid-point of the salary range after having received his wage increase for June 1 of that year, the employee shall be moved to the mid-point pay rate of the salary range at his/her anniversary date.
  
2. **Employees with at least five years of full time service in their position as of their anniversary date in a year.** If the employee received an "exceeds expectations" review for two out of the last three evaluations, and has no less than a "meets expectations" review on the other evaluation, but has yet to reach two thirds (66.66%) of the top of the salary range after having received his wage increase for June 1 of that year, the employee shall be moved to two-thirds pay rate of the salary range at his/her anniversary date.

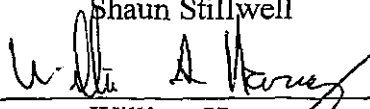
This side letter of agreement shall expire at 11:59 p.m. on May 31, 2011, and shall have no effect whatsoever after its expiration.


Executed this 23 day of March, 2009.

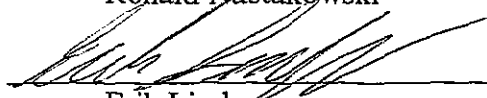
American Federation of State, County  
& Municipal Employees, AFL-CIO,  
Council 31, Local 89


  
Karmen Lee Ortloff

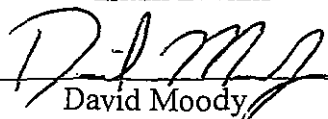
  
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William Harvey

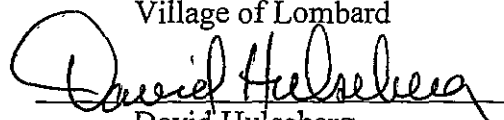
  
Ronald Nastakowski

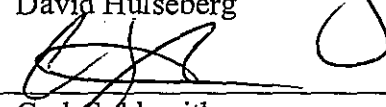
  
Erik Lindgren

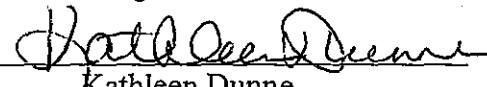
  
William Brehm

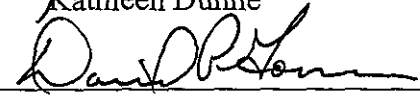
  
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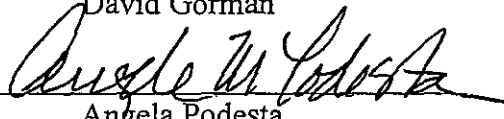
Village of Lombard

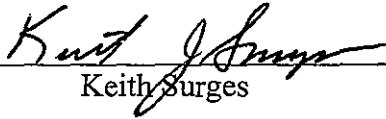
  
David Hulseberg

  
Carl Goldsmith

  
Kathleen Dunne

  
David Gorman

  
Angela Podesta

  
Keith Surges

**SIDE LETTER AGREEMENT**

This is a side letter to the 2008-2011 collective bargaining agreement between the Village of Lombard ("Village") and AFSCME Council 31, Local 89 ("Union"). The Village and the Union hereby agree as follows:

1. All bargaining unit employees will receive a one-time, lump sum bonus in the gross amount of \$159.50 which said amount shall not be added to base pay, and which said amount shall be paid within 30 days of ratification by the Union and approval by the Village Board of the 2008-2011 collective bargaining agreement.
2. The following three (3) bargaining unit employees only shall receive a one time adjustment to their base pay in the amounts indicated below, retroactive to June 1, 2008:

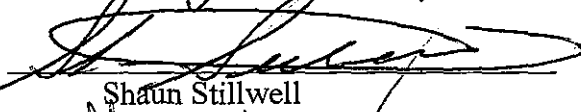
Cameo Drenth	\$125.00
Erik Lindgren	\$1500.00
Jim Thinnes	\$1500.00


Executed this 23 day of March, 2009.

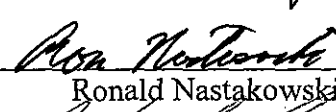
AGREED:


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

  
Karmen Lee Ortloff

  
Shaun Stillwell

  
William Harvey

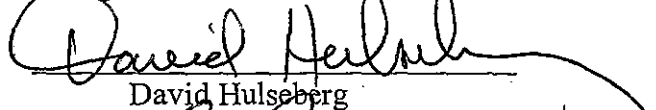
  
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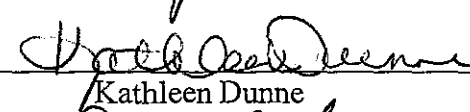
  
William Brehm

  
David Moody

Village of Lombard

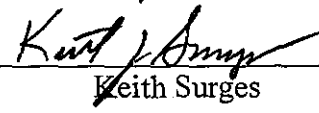
  
David Hulseberg

  
Carl Goldsmith

  
Kathleen Dunne

  
David Gorman

  
Angela Podesta

  
Keith Surges

**SIDE LETTER AGREEMENT**

This is a side letter to the 2008-2011 collective bargaining agreement between the Village of Lombard ("Village") and AFSCME Council 31, Local 89 ("Union"). The Village and the Union hereby agree as follows:


1. For the limited period, January 1, 2009 to May 31, 2011, an employee moving from Maintenance Worker I to the Maintenance Worker II job classification will receive a five percent (5%) increase in pay.
2. This Side Letter shall expire on May 31, 2011, and shall have no effect whatsoever after said date.

Executed this 23 day of March, 2009.


AGREED:


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

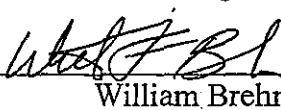
  
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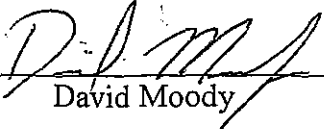
  
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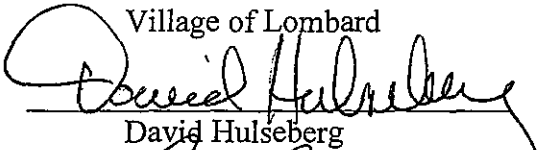
  
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Ronald Nastakowski

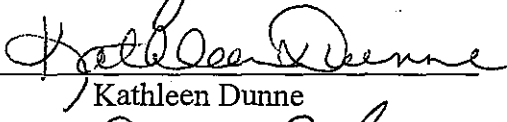
  
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