

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 11-016

TITLED:

RATIFYING NEGOTIATED AGREEMENT BETWEEN THE AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 31, LOCAL 2014, AND  
THE VILLAGE OF BOLINGBROOK

VILLAGE CLERK  
VILLAGE OF BOLINGBROOK

ORDINANCE NO. 11-016

**ORDINANCE RATIFYING NEGOTIATED AGREEMENT BETWEEN THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 31, LOCAL 2014, AND THE VILLAGE OF BOLINGBROOK**

WHEREAS, on December 14, 2010, by Ordinance No. 10-086, the Mayor and Board of Trustees approved a negotiated agreement between the American Federation of State, County and Municipal Employees, AFL-CIO Council 31, Local 2014 and the Village of Bolingbrook; and

WHEREAS, the Mayor and Board of Trustees of the Village of Bolingbrook have determined that it is in the best interests of the Village and its residents to affirm and ratify approval of the Agreement, a copy of which is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth within this Section One.

SECTION TWO: The Mayor and Board of Trustees hereby ratify approval of Ordinance No. 10-086 and the collective bargaining agreement between the Village and the Union, which agreement is attached hereto, and the Mayor and Village Clerk shall be and they are hereby authorized and directed to execute and attest said Agreement in substantially the form attached hereto.

SECTION TWO: Any policies, resolutions, ordinances or prior agreements relating to the subject matter contained in this ordinance or the agreement attached hereto shall be, and they are hereby, repealed and shall be of no further force and effect.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 8<sup>th</sup> day of February, 2011.

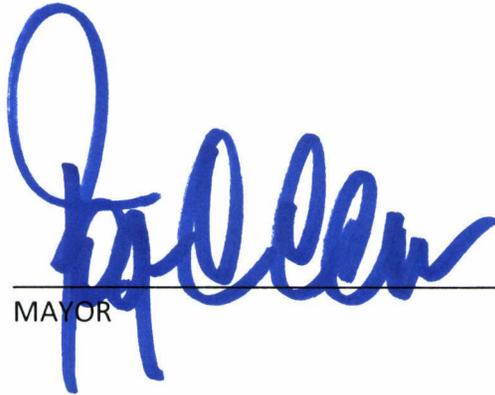
AYES: 6 – Brown, Lawler, Morales, Morelli, Schanks, Swinkunas

NAYS: None

ABSENT: None

APPROVED THIS 8<sup>th</sup> day of February, 2011.

ATTEST:  
  
VILLAGE CLERK

  
MAYOR

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON FEBRUARY 10, 2011.

LKL\154115W\2/9/11

STATE OF ILLINOIS)  
COUNTIES OF WILL) SS  
AND DU PAGE )

I, Carol S. Penning, certify that I am the duly elected and acting Village Clerk of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

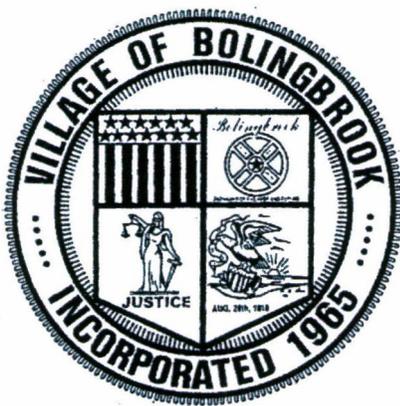
I further certify that on February 8, 2011, the Corporate Authorities of such municipality passed and approved Ordinance 11-016 entitled:

**RATIFYING NEGOTIATED AGREEMENT BETWEEN THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31, LOCAL 2014, AND THE VILLAGE OF BOLINGBROOK**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance 11-016 including the Ordinance and a cover sheet thereof, was prepared on February 9, 2011. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 9th day of February, 2011.



  
\_\_\_\_\_  
Carol S. Penning, CMC  
VILLAGE CLERK

AGREEMENT  
BETWEEN  
VILLAGE OF BOLINGBROOK  
AND  
AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO COUNCIL 31  
LOCAL 2014

## TABLE OF CONTENTS

	<u>Page</u>
I. <u>PREAMBLE</u>	
Section 1. Objective	2
II. <u>RECOGNITION</u>	
Section 1. Bargaining Unit	2
Section 2. Representation	3
Section 3. Integrity of the Bargaining Unit	3
Section 4. New Classifications	4
III. <u>MANAGEMENT RIGHTS</u>	
Section 1. Management Rights	4
Section 2. Rights of Mayor and Board of Trustees	5
Section 3. Civil Emergency Provision	5
Section 4. Information Provided to Employer	6
IV. <u>UNION RIGHTS</u>	
Section 1. Access to Premises by Union Representatives	6
Section 2. AFSCME Local 2014 President	6
Section 3. Time Off for Union Activity	7
Section 4. Union Bulletin Boards	7
Section 5. Information Provided to Union	7
Section 6. Payroll Deduction Plan	8
V. <u>GRIEVANCE PROCEDURE</u>	
Section 1. Definition	8
Section 2. Procedure	9
Section 3. Arbitration	10
Section 4. Advance Step Grievance Filing	11
Section 5. Pertinent Witnesses and Information	12
Section 6. Time Limits for Filing	12
Section 7. Time Off, Meeting Space and Telephone Use	12
Section 8. Exclusion	13
VI. <u>SENIORITY</u>	
Section 1. Definition of Seniority	14
Section 2. Application	14
Section 3. Non-Application of Seniority	14
Section 4. Termination of Seniority	14
Section 5. Seniority Lists	15
Section 6. Probation and Probationary Periods	15
Section 7. Job Security and Lay-off Procedure	17

Section 8. Recall	18
VII. <u>JOB DESCRIPTIONS</u>	18
VIII. <u>FILLING OF VACANCIES AND TRANSFERS</u>	
Section 1. Permanent Vacancy	18
Section 2. Posting	19
Section 3. Filling of Vacancy	19
Section 4. Transfers	19
Section 5. Return to Former Position	20
IX. <u>DISCIPLINE</u>	
Section 1. Employee Discipline	20
Section 2. Disciplinary Measures	20
Section 3. Disciplinary Manner	21
Section 4. Disciplinary Meeting	21
Section 5. Notification and Measure of Disciplinary Action	21
Section 6. Removal of Discipline	22
X. <u>HOURS OF WORK AND OVERTIME</u>	
Section 1. Regular Hours	22
Section 2. Rest and Lunch Periods	23
Section 3. Overtime Computation	23
Section 4. Work Schedule Selection	24
Section 5. Overtime Distribution	26
Section 6. Additional Compensation	27
XI. <u>HOLIDAYS</u>	
Section 1. Holidays	27
Section 2. Holiday Observance	28
Section 3. Holiday Eligibility Requirement	29
Section 4. Definitions	29
Section 5. Payment Upon Separation	30
Section 6. Advance Notice	30
XII. <u>VACATIONS</u>	
Section 1. Vacation Accumulation Rate	30
Section 2. Vacation Carry Over	31
Section 3. Vacation Eligibility Requirement	31
Section 4. Minimum Vacation Leave	31
Section 5. Holidays During Vacation Period	31
Section 6. Vacation Pay	32
Section 7. Vacation Scheduling	32
Section 8. Vacation Call-Back	32
Section 9. Separation from Service	32

XIII.	<u>SICK LEAVE</u>	
	Section 1. Sick Leave	33
	Section 2. Maximum Sick Leave Accumulation	33
	Section 3. Sick Leave Eligibility Requirement	33
	Section 4. Sick Leave Utilization Requirement	33
	Section 5. Sick Leave Pay	35
	Section 6. Worker Compensation-Disability	35
	Section 7. Sick Leave Notification	35
	Section 8. Sick Leave Certification and Approval	36
	Section 9. Sick Leave Incentive	37
XIV.	<u>OTHER LEAVES OF ABSENCE</u>	
	Section 1. General Leave	37
	Section 2. Bereavement Leave	38
	Section 3. Military Leave	38
	Section 4. Jury Duty Leave	39
	Section 5. Substantiation of Leave of Absence	39
	Section 6. Return From Leave in Excess of One Year	39
	Section 7. Failure to Return from Leave of Absence	40
	Section 8. Leaves in General	40
XV.	<u>WAGES AND OTHER PAY PROVISIONS</u>	
	Section 1. Wages	40
	Section 2. Fair Share	41
	Section 3. Pay Periods	41
	Section 4. Need for Temporary Upgrading	41
	Section 5. Selection for Temporary Upgrading	42
	Section 6. Compensation for Temporary Upgrading	42
	Section 7. Effective Date of Any Pay Raises	42
	Section 8. Compensation for State Certified Telecommunicator Trainers and Matrons	43
	Section 9. Incentive Pay	43
XVI.	<u>REGULAR PART-TIME EMPLOYEES' FURLOUGH</u>	
	Section 1. Furlough Bank	44
	Section 2. No Carry-over	44
	Section 3. Lunch	45
	Section 4. Compensatory Time Bank	45
XVII.	<u>INSURANCE AND OTHER BENEFITS</u>	
	Section 1. Group Hospital and Medical Plan	45
	Section 2. Health Insurance Coverage Continuation	46
	Section 3. Dental/Eye Care	47
	Section 4. Health Insurance Coverage for Retirees	47
	Section 5. Uniform and Work Shoes	47
	Section 6. Other Benefits	48
	Section 7. Illinois Municipal Retirement Fund	48

Section 8. Life Insurance	48
Section 9. Longevity Pay	49
<b>XVIII. <u>PERSONNEL FILES</u></b>	
Section 1. Personnel Files	49
Section 2. Time and Pay Records	50
<b>XIX. <u>EMPLOYMENT DEVELOPMENT AND TRAINING</u></b>	
Section 1. Job Training and Orientation	50
Section 2. Conferences and Seminars	50
Section 3. Tuition	50
<b>XX. <u>SAFETY</u></b>	
Section 1. Compliance with Laws	52
Section 2. Unsafe Conditions	52
Section 3. Safety Grievances	52
Section 4. Physical Testing	53
Section 5. Safety Precautions	53
<b>XXI. <u>NON-DISCRIMINATION</u></b>	
Section 1. Discrimination Prohibited	53
Section 2. Association Membership	53
Section 3. Residency	53
<b>XXII. <u>SUB-CONTRACTING</u></b>	
Section 1. General Policy	54
<b>XXIII. <u>NO STRIKE/NO LOCKOUT</u></b>	
Section 1. No Strike - No Lockout	54
Section 2. Union Responsibility Section	55
Section 3. Discipline Section	55
Section 4. Judicial Restraint	55
<b>XXIV. <u>SAVINGS</u></b>	55
<b>XXV. <u>OUTSIDE EMPLOYMENT</u></b>	55
<b>XXVI. <u>ENTIRE AGREEMENT</u></b>	56
<b>XXVII. <u>TERMINATION</u></b>	56
<b>XXVIII. <u>LABOR MANAGEMENT MEETINGS</u></b>	
Section 1. Safety Committee	57
Section 2. Health Care Benefits Committee	57
Section 3. Snow Command Committee	57
Section 4. Training Committee	58
Section 5. Job Description Committee	58

APPENDIX A - Salary Schedule	60
APPENDIX B - Rate Schedule for Health Insurance	61
Memorandum of Understanding	62

## AGREEMENT

This Agreement made and entered into by and between the **VILLAGE OF BOLINGBROOK**, Illinois (hereinafter referred to as the "Employer" or the "Village"), and the **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, COUNCIL 31, on behalf of and with LOCAL 2014** (hereinafter referred to as the "Union").

### WITNESSETH:

WHEREAS, the Employer has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the Employer to retain the right to operate the Village government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein rates of pay, wages, hours of employment, benefits and other conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Village; and

WHEREAS, both parties agree that it is in their best interests to increase the efficiency and productivity of employees covered by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE I**

### **PREAMBLE**

#### **Section 1. Objective**

Both parties mutually agree that their objective is for the good and welfare of the Employer and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Employer and Union regard all parties to this Agreement as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

## **ARTICLE II**

### **RECOGNITION**

#### **Section 1. Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, benefits and conditions of employment for all regular full-time employees and regular part-time employees in the Public Works and Clerical Units certified by the State Labor Relations Board pursuant to P.A. 83-1013 and employed by the Village in the classification titles which include Electrician, Forester, Crime Prevention Specialist, Crime Analyst, Property Evidence Custodian, Maintenance Technician, Wastewater/Equipment Operator, Maintenance Worker, Mechanic, Secretary, Office Specialist, Inspector, Enforcement Officer, Telecommunications Operator, Police Records Clerk, and Bailiff, but excluding General Secretary, Crossing Guards, Social Worker, Executive Secretary to the Mayor, Systems Analyst, Computer Programmer/Operator, Data Processing/Aide, Police Support Services Secretary, Payroll Clerk, all professional employees, confidential and managerial employees, supervisory

employees, technical employees, unrepresented clerical employees, firefighters and paramedics, all peace officers, short-term workers, engineers and engineer technicians, all employees of the Executive Department, Administrative Secretary/Aides assigned to the Fire, Police, Community Development, Finance and Public Works Departments and all elected officials or officers of the Village.

### Section 2. Representation

The Employer shall not negotiate with employees regarding wages, hours or working conditions, except if the Union agrees. The Employer shall not meet, discuss, or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

### Section 3. Integrity of the Bargaining Unit

In the event that no qualified bargaining unit employee is available to perform bargaining unit work, the Employer may assign a non-bargaining unit employee to perform bargaining unit work on a short-term basis, which shall mean until a qualified bargaining unit employee is available, and, on a seasonal basis, from April 1<sup>st</sup> to November 1<sup>st</sup>, not to exceed one thousand (1,000) hours and not to exceed the number of seasonal employees budgeted for the fiscal year. The hiring of seasonal employees and part-time paid on call telecommunication operators to supplement bargaining unit employees' work on a temporary basis shall not eliminate a regular part time or full time bargaining unit job classification position. The parties agree that the Village may hire no more than five (5) temporary employees during the off season, from November 2<sup>nd</sup> to March 30<sup>th</sup> of each calendar year. The Union will be advised of the number budgeted by the Village Administration. The Union reserves the right to express and take a stand before the Village Board.

Section 4. New Classifications

The Employer shall promptly notify a local Union official, in writing, to propose new and/or changed job classifications. The Union will have three (3) business days from the time of written notification to respond in writing to the Employer regarding its concerns and/or questions. If the parties are unable to agree on the rate of pay for the new or changed job classification the dispute may be submitted through the grievance procedure.

**ARTICLE III**

MANAGEMENT RIGHTS

Section 1. Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by employees of the Village;
- c. To determine the methods, means, and number of personnel needed to carry out the departments' mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within any department, and to set hours of work and overtime policies;

- f. To promote, suspend, discipline or discharge for just cause;
- g. To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- h. To make, publish and enforce rules and regulations;
- i. To introduce new or improved methods, equipment, or facilities;
- j. To contract out for goods and services;
- k. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency as may be declared by the Mayor or the Village Attorney, provided that no right enumerated herein shall be exercised or enforced in a manner contrary with the provisions of this Agreement, except as set forth in Section 3 below;
- l. To determine the qualifications of applicants for positions of employment.

## Section 2. Rights of Mayor and Board of Trustees

The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.

## Section 3. Civil Emergency Provision

If in the sole discretion of the Mayor or Village Attorney, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor or the Village Attorney during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor or the Village Attorney, or his designee, shall advise the President of the Union or the next highest officer of the Union of the nature of the emergency. The Mayor or the Village Attorney shall follow up said advice in writing as soon thereafter as

practicable and shall forward said written notice to the President of the Union.

All snow storms are potential civil emergencies; therefore the Department of Public Works snow plan will be in effect. All snow removal operations will be considered as mandatory for all Public Works personnel. Snow removal shall mean the removal of snow, ice, freezing rain, sleet or any combination thereof from Village pavement and any complimentary activity as deemed necessary by command personnel of the Village of Bolingbrook.

The Village will not contract for snow command until all bargaining unit shift personnel are utilized first.

#### Section 4. Information Provided to Employer

The Union shall notify the Employer of the names, addresses and titles of all Union officers, stewards and staff representatives by November 1st of each contract year. The Union shall also notify the Employer of any changes in the names, addresses and/or titles of all Union officers, stewards and staff representatives within five (5) working days of any such changes in writing.

### **ARTICLE IV**

#### UNION RIGHTS

##### Section 1. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, after first giving notice to the Village Attorney and receiving his approval. A meeting area shall be designated at that time.

##### Section 2. AFSCME Local 2014 President

The President of the AFSCME Local 2014 and/or Officials of the Local 2014 shall be

allowed a reasonable period of time to devote to official business of the Union and Village, such time off from normal duties to be obtained with the prior approval of the Department Director or his designee, which approval shall not be unreasonably withheld, and such time shall be compensated by the Village.

### Section 3. Time Off for Union Activity

Local Union representatives shall be allowed time off for legitimate Union business such as Union meetings, state or area wide Union committee meetings, State or International conventions, not to exceed five (5) working days for each request. Such representative shall give reasonable notice to his/her supervisor of such absence. The employee shall utilize any accumulated time (holiday, personal, vacation days). Such time off shall not be detrimental in any way to the employee's record.

### Section 4. Union Bulletin Boards

The Union shall have the right to post notices on employee bulletin boards located in all Departments and the employee lunchroom area. The items posted shall not be political, partisan, derogatory or defamatory in nature. All items that the Union wishes to post must be approved by the Village Attorney, which such approval shall not be unreasonably denied.

### Section 5. Information Provided to Union

At least once a month, the Employer shall give the local Union official all personnel change forms for such transactions involving bargaining unit employees. In addition the Employer shall furnish the Union every three months the current seniority rosters applicable under the seniority provisions of this Agreement.

Each newly hired bargaining unit employee, shall, during the employee's first two weeks of employment, be scheduled at a time mutually agreeable to the parties for an orientation. This

orientation will be conducted by a Union-designated steward or representative. The Union orientation period shall be one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

#### Section 6. Payroll Deduction Plan

Upon receipt of a signed authorization from an employee, the Village agrees for the duration of this Agreement to deduct from such employee's pay any or all of the following:

- a. Union member dues, assessments, or fees;
- b. Union sponsored benefit program fees;
- c. People contributions.

Deductions shall be remitted semi-monthly, together with an itemized statement to the Union at the address designated in writing by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

## **ARTICLE V**

### GRIEVANCE PROCEDURE

#### Section 1. Definition

A grievance is a specific claim of an employee, a group of employees (with respect to a single common issue), or the Union with a sponsoring employee that there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. Probationary employees may file a grievance as spelled out in this Article except for matters of suspension and discharge.

## Section 2. Procedure

A grievance shall be processed in the following manner:

Step 1: Any employee, with his Union Steward, covered by this Agreement who has a grievance shall present it to the immediate non-bargaining unit supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The supervisor shall give his written answer within five (5) working days after such presentation.

Step 2: If the grievance is not settled in Step 1, the Union may appeal the grievance to Step 2 of the grievance procedure, by giving it in writing to the appropriate next step of Chain of Command within five (5) working days after the designated supervisor's answer in Step 1. The next step of Chain of Command shall give his written answer within five (5) working days after such presentation.

Step 3: If the grievance is not settled in Step 2 the Union may appeal the grievance to Step 3 of the Grievance procedure, by giving it in writing to the Department Director or his designee within five (5) working days after the designated supervisor's answer in Step 2. The Department Director or his designee shall discuss the grievance with the employee and the Union Steward at a time mutually agreeable to the parties. If no settlement is reached, the Department Director or his designee shall give his answer to the Union Steward or designee within five (5) working days' following the receipt of the appeal.

Step 4: If the grievance is not settled in Step 3, the Union may appeal it in writing to the Village Attorney, or his designated representative, within five (5) working days after the Director's answer in Step 3. A meeting between the Village Attorney or his

representative, and the Department Director and the employee, and any Union Steward and the Union Staff Representative shall be held at a time mutually agreeable to the parties within five (5) working days following receipt of the appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Attorney or his representative, and the Union. If no settlement is reached, the Village Attorney or his representative shall give the Village's written answer to the Union Steward or designee within five (5) working days following the meeting.

### Section 3. Arbitration

If the grievance is not resolved at Step 4 to the satisfaction of the Union, it may refer the grievance to binding arbitration by notifying the Village Attorney within twenty (20) calendar days of receipt of the Step 3 written decision. At the same time, the Union shall forward a demand for arbitration to the American Arbitration Association, requesting a list of five (5) arbitrators.

Upon receipt of the list of arbitrators, the parties shall make a good faith effort to: research the names therein within five (5) calendar days; and upon the expiration of the research period, the Village Attorney (or his designee) and the Union shall meet within two (2) days to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, each party will alternately strike one name from the list until only one arbitrator remains. The party winning the toss of a coin shall have the option of striking the first name or having the other party do so. Notification of arbitration selection and all arbitration proceedings shall conform to the rules and regulations outlined by the American Arbitration Association. Such proceedings shall take place at the earliest date possible. The expense for the arbitrator's services and proceedings shall be shared equally by the Employer and the Union.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as an outline to be submitted to the arbitrator. The Employer or Union shall have the right to request, provided the request is reasonable, the arbitrator to require the presence of witnesses and/or documents relative to the grievance. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The requirements for witnesses who are employees are set forth in this Article V at Section 7.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make any decision contrary to the provisions of this Agreement. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

#### Section 4. Advance Step Grievance Filing

Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

#### Section 5. Pertinent Witnesses and Information

The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied and if granted shall be in conformance with applicable laws and rules issued pursuant thereto, governing the dissemination of such materials.

#### Section 6. Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance.

If a grievance is not presented within the time limits set forth above, the right to file shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union involved in each step.

#### Section 7. Time Off, Meeting Space and Telephone Use

a. Time off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time, not to exceed two hours unless mutually extended by the Employer and the Union, without loss of pay during their working hours to investigate and to process grievances. A grievant, a Union grievance representative or witness who is called back on a

different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Employees whose testimony is directly related to the grievance and is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings, provided that the employee's testimony is necessary and reasonably required at that meeting and that the scheduling of same is prudent. No employee or Union representative shall leave his/her work to investigate, to file or to process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited. Such arrangements shall not be denied unreasonably. Employees attending a grievance meeting shall normally be those having direct involvement in the grievance.

b. Meeting Space and Telephone Use: Upon request, and approval by the Employer, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior approval by the Employer, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

#### Section 8. Exclusion

During the probationary period, the probationary employee may grieve the interpretation or application of this Agreement with the exception that the probationary employee may not grieve suspension or discharges.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 1. Definition of Seniority**

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since their last date of hire, less any adjustments as provided for in this Agreement. Any full-time or part-time employee who was hired on or before April 30, 1990 will have their seniority remain intact.

#### **Section 2. Application**

In all applications of seniority under this Agreement the skills and ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where skills, ability, and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above, shall govern.

#### **Section 3. Non-Application of Seniority**

Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a position classification, or in assigning employees machines, equipment, or places of work.

#### **Section 4. Termination of Seniority**

Seniority and the employment relationship shall be terminated when an employee:

- a. quits or retires; or
- b. is discharged for just cause; or
- c. is absent for three (3) consecutive business days without notifying the Village; or
- d. is laid off and fails to report for work within five (5) working days after having been

recalled; or

e. does not report for work within forty-eight (48) hours but reports for work within a reasonable time; or

f. is laid off for a period in excess of one (1) year; or

g. misrepresents the facts on his employment application, and such misrepresentation is material in his employment; or

h. gives a false reason for obtaining a Leave of Absence or does not present proof of necessity within a reasonable period.

#### Section 5. Seniority Lists

The Employer shall maintain and keep current a seniority roster, noting date of hire (within the scope of the determination of this bargaining unit), current position by job title and/or classification. The seniority roster shall be posted by the Employer. Personnel files will indicate seniority and are open to inspection at all times by appointment with the Village Attorney or his designee.

For purposes of scheduling vacations for Union-represented employees they shall submit to their designated Department Director, or designee, their choice of vacation schedule between December 1 and December 31 of each calendar year. On January 1, vacation scheduling will be on a first-come, first-served basis. Seniority for the purposes of this Section is defined in Article VI, Section 1.

#### Section 6. Probation and Probationary Periods

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who is transferred (other than on a temporary basis) or

promoted shall be considered as a special probationary employee before being permanently appointed to the new or related position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

a. Each newly hired or rehired employee becomes a probationary employee upon the date of their employment and remains so until they have successfully completed their required probationary period. These required probationary periods shall be as set forth below:

1. New Hired employees - twelve (12) months.
2. Rehired employees - four (4) months.

The probationary periods required above represent a total cumulative service time. Any authorized leaves of absence or other approved breaks in service shall be deducted from said service time.

During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Employer. The probationary employee may not grieve suspensions or discharges.

b. Any regular employee who is transferred (other than on a temporary basis) or promoted becomes a special probationary employee upon the date of the transfer or promotion, and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set, forth below:

1. Transferred employees - 45 calendar days;
2. Promoted employees - 45 calendar days.

The special probationary periods required above represent a total cumulative service

time. Any authorized leaves of absence or other approved breaks in service shall be deducted from said service time.

If the special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job or acquire the job skills necessary to perform the job within the special probationary period, the Employer may return the employee to his or her former position classification, without any loss in seniority. Any other employees who were transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions, and unless there is a layoff involved, the bumping procedure shall not apply.

#### Section 7. Job Security and Lay-off Procedure

The authorized level of force in the Village is subject to modification by the Employer, based on budget constraints and work requirements. The Employer will use its best efforts, subject to the conditions hereinabove noted, to assure that there will be no lay-offs or involuntary furloughs.

In the event that it becomes necessary to decrease the work force, the Employer shall give the Union at least thirty (30) days' notice prior to the intended effective date of a planned layoff, including number of employees and job titles to be eliminated. All seasonal employee(s) shall be laid off first, followed by all probationary employees per department. Thereafter, the employee(s) with the least seniority in the affected job classification shall be laid off. The laid off employee(s) shall be entitled to bump the least senior employee in that classification whose job is in an equal or lesser pay grade, provided that the senior employee has the ability to perform the work within that position.

Employees bumped pursuant to this provision shall themselves be entitled to bump less

senior employees who are the least senior employees until the reduction in force is accomplished.

Employees laid off from their original job classification who do not choose to bump into another job classification pursuant to their seniority shall be laid off. Employees who are laid off shall be placed on a lay-off list.

#### Section 8. Recall

Employees who are laid off shall be recalled in inverse order of lay-off for the first vacancy for which they are qualified. Notice of recall shall be made by a certified, return receipt letter. Recalls shall be to the first bargaining unit position that the employee has the ability to perform, provided that an employee may waive recall to a position in a lower pay grade. Employees returning from lay-off shall be reinstated at the pay rate of the position classification that corresponds to their seniority.

### **ARTICLE VII**

#### JOB DESCRIPTIONS

- a. Each Bargaining Unit employee shall receive a copy of his/her job description.
- b. The phrases "performs other tasks as required, or as assigned" under the Tasks and Functions in all Job Descriptions covered by this Agreement shall be changed to read as follows:  
"performs other tasks as required, or as assigned, which are within the scope of the duties enumerated pertaining to the Job Descriptions per Department."

### **ARTICLE VIII**

#### FILLING OF VACANCIES AND TRANSFERS

##### Section 1. Permanent Vacancy

For the purpose of this Article, a permanent vacancy is created when the Village

determines to increase the work force and to fill a new position(s) or when any of the following personnel actions take place in the bargaining unit and the Village determines to replace the previous incumbent: terminations, promotions, or demotions.

#### Section 2. Posting

Notice of regular bargaining unit vacancies shall be posted on bulletin boards in the Town Center, Public Works Divisions and at the Water Treatment Plant for no less than seven (7) calendar days, or until such position is filled. Such notices shall state the position, classification, number of job openings, and the rate of pay for the job.

#### Section 3. Filling of Vacancy

Any bargaining unit employee may apply for a vacancy. The Village shall post any vacancy for seven (7) calendar days in an attempt to select from among qualified applicants who are Village employees. After seven (7) calendar days, the Village may advertise for outside applicant if no current employees who are qualified for the position have submitted their application. If a qualified employee submits an application, the employee will be selected over an outside applicant unless such applicant possesses demonstrably greater skill and ability.

#### Section 4. Transfers

The term "transfer" as used in this Agreement shall mean the reassignment of an employee to the same position classification, either in a different Department or in the same Department but with different duties and responsibilities, or to a different position classification in any Department, provided the new position classification is equally rated or lower rated than the employee's previous position classification.

Employees shall have the right to request a transfer, provided that they meet the requirements, and further provided that there is a vacant position classification available. In no

case shall bumping occur because of a transfer.

Employees requesting a transfer must submit a written application to the Village Attorney, or designee, within the prescribed period immediately following the posting of the position classification vacancy. The application must state the reason for the requested transfer.

Any employee who is transferred must successfully complete a special probationary period of 45 days before being permanently appointed to the new or related position classification. An employee will only be allowed to make one (1) transfer in any twelve (12) month period.

#### Section 5. Return to Former Position

An employee may return to his/her former position within fourteen (14) calendar days or until vacancy is filled, within a reasonable time not to exceed 45 days.

### **ARTICLE IX**

#### DISCIPLINE

#### Section 1. Employee Discipline

The Employer shall not discipline or discharge any postprobationary employee without just cause. Discipline shall be imposed within 14 days or as soon as reasonably possible after the Employer is aware of the event or action giving rise to the discipline.

Management may take an additional 14 days to impose discipline if management provides written notice of its reasons to require more than 14 days.

#### Section 2. Disciplinary Measures

The Employer agrees with the tenets of progressive and corrective discipline. Notwithstanding the foregoing, it is understood that discipline shall be administered according to the severity of the offense and shall be limited to the following types of discipline:

1. Counseling
2. Oral reprimand
3. Written reprimand
4. Suspension (notice to be given in writing)
5. Discharge (notice to be given in writing).

### Section 3. Disciplinary Manner

The Employer agrees to conduct itself in such a manner that it will normally praise employees in public and reprimand in private.

### Section 4. Disciplinary Meeting

For disciplinary action regarding written reprimands, suspensions, and discharges, the Employer shall call for a disciplinary meeting with the employee and notify the Union in writing in advance of the meeting. No meeting which might be used to support disciplinary action against an employee shall be conducted without the Employer first notifying the employee of his/her right to Union representation.

At that meeting, the Employer shall inform the employee of the action to be imposed and the reason for the disciplinary measure, including any names of witnesses and copies of pertinent documents. The employee and Union representative shall be given up to 24 hours to rebut or clarify the reasons for such contemplated discipline prior to any discipline being implemented. The Employer representative who approved the discipline will be present for any rebuttal.

### Section 5. Notification and Measure of Disciplinary Action

- a. In the case of oral reprimands, the Supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for the oral

reprimand.

b. An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

#### Section 6. Removal of Discipline

Any oral and counseling action shall be removed from the employee's record in six months if no further action is taken on this matter.

Any written reprimand shall be removed from the employee's record if no further action is taken on the matter which resulted in the reprimand one year from the date of occurrence.

Any suspension shall be removed from the employee's record after twenty-four (24) months have elapsed.

If discipline is not removed from the employee's record pursuant to the prescribed timeframes, such discipline shall not be used against an employee.

### **ARTICLE X**

#### HOURS OF WORK AND OVERTIME

##### Section 1. Regular Hours

a. Regular full-time employees shall work a regular workweek of forty (40) hours. The workweek shall be defined as Sunday to Saturday. Regular part-time employees shall work no more than 35 hours per week. The workweek shall be Sunday to Saturday.

b. The workday shall be defined as regularly scheduled hours worked. Telecommunicators shall keep their 12-hour work schedule. Four 10-hour days for Forestry, Electrical, Vehicle Maintenance, Building & Grounds, Asphalt, Concrete, Utilities Maintenance, and Utilities Operations.

c. The employee has the option to work his/her regularly scheduled hours when the employee has been required to work outside his/her regularly scheduled hours during the previous twenty-four (24) hours.

### Section 2. Rest and Lunch Periods

Employees shall receive a half hour unpaid lunch period each workday to be taken approximately midway during the workday, subject to the supervisor's approval. An additional 15 minutes for travel/cleanup will be paid.

All employees shall receive a fifteen (15) minute paid rest period during each four (4) hours of work, subject to the approval of the supervisor. A fifteen (15) minute rest period shall also be granted for every four (4) hours of call back work. Full-time employees may continue the past practice of combining their breaks and lunch period, subject to the approval of the supervisor. Employees who are denied lunch breaks shall be paid for that time.

In regards to a scheduled lunch period, if a scheduled lunch period is interrupted by a Supervisor requesting work during that time, the employee will be compensated 1.5 times their rate of pay for the full half hour scheduled lunch period. If the employee interrupts his/her own scheduled lunch period on his/her own accord, the employee will not be compensated for the time.

### Section 3. Overtime Computation

Any employee working an excess of forty hours in a workweek or outside their normal schedule in any workday as defined in Section 1(b), shall be paid at a rate one and one-half (1½) times the employee's current rate. Time off for holidays, vacation time, sick days or any other compensated time shall be counted as time worked for overtime computation.

#### Section 4. Work Schedule Selection

a. Any change in the employees' normal work schedule by the Employer requires notice to the Union and, upon timely request by the Union, the parties shall discuss such changes. If, fourteen (14) days after commencing discussions, no agreement is reached, the Employer may implement such schedule if legitimate operational and programmatic needs exist. Schedules shall not be changed to avoid paying overtime.

b. Each November 15<sup>th</sup> through November 30<sup>th</sup>, Telecommunications Operators, Wastewater Operators, and any work unit where employees are required to cover a seven (7) day work week, will request their work shift/week selection for January 1st through December 31st of the following year. Shift assignments must be made known to employees no later than December 15<sup>th</sup> shift selection will be based on seniority.

c. Due to the necessary and unique outside-normal-scheduled hours coverage required in the Wastewater Utilities Division, there will be three (3) volunteer on-call lists established. The first two lists will consist of a minimum of 50% of the current bargaining unit employees in the Maintenance (List I) and Water Reclamation (List II) sections. List III shall consist of general employees from other divisions within the Public Works and Engineering Department including the Stormwater section. Stormwater section employees may volunteer for the Maintenance section on-call list (List I) if they meet the required qualifications.

Lists I and II will be scheduled for a two week rotating period, changing every payday for a twelve (12) month period. List III will be rotating based on seniority. Examples of the use of these lists are presented below for illustrative purposes only:

When an outside-normal-scheduled hours maintenance call occurs, the on-call Maintenance employee will be contacted first to respond along with a general employee (List

III), but only if the on-call Foreman determines that the situation requires a back-up employee. For an outside-normal-scheduled hours call for Water Reclamation, the Water Reclamation on call employee will be contacted along with a general employee only if the on call Foreman determines that the situation requires a back-up employee. If there are high flow/flooding and/or mechanical situations at a treatment plant, one Maintenance and one Water Reclamation on-call employee will be contacted.

If the minimum number requirement for Lists I and II are not reached, employees from their respective sections will be assigned to the lists by reverse seniority as required. All employees of the Wastewater Utilities Division will be encouraged to participate. The fifty (50) percent requirement for each section is to insure proper on-call coverage for the division. If there are employees from outside or from within the division that wish to participate on Lists I or II they may sign up for these lists. Division management will review their request and make a determination as to the employee's abilities to participate on the requested list.

Effective May 1, 2008, employees on Lists I and II will be compensated with three (3) hours of compensatory time per week, not including callout pay, for the on-call period assigned. Employees on List III will not be compensated as described above but will receive call out pay. All call outs will be considered mandatory for personnel assigned to Lists I and II only, and each employee will be assigned a cell phone and pager to be used during their on-call period.

On-call personnel will have the ability to have other qualified personnel cover for them for any unexpected event, with notification to the on-call foreman. The Employer will have to find coverage for illness, family illness, vacation and any other provisions stated in Article XIV of the Collective Bargaining Agreement. If the Employer cannot find coverage in these situations from the volunteer lists, the Employer will choose a qualified employee by rotating

reverse seniority from Lists I and II only. Personnel who abuse the volunteer list will be subject to disciplinary actions.

In emergency situations, personnel not on the volunteer list will be contacted only after all personnel on the volunteer lists have been contacted.

Each December 1<sup>st</sup> through December 15<sup>th</sup>, Water Reclamation, Maintenance, Storm Water, and General Labor personnel will be given the opportunity to add or remove themselves from the volunteer list for the following year. The volunteer list will be updated annually by division management.

#### Section 5. Overtime Distribution

Unscheduled overtime will be assigned first to that employee completing a continual task at hand and then to any qualified employee on an equal, rotating basis. For Telecommunications, if there are no volunteers for overtime, reverse seniority will be used.

Scheduled overtime shall be any overtime with a minimum of 8 hours prior notice to the start of said overtime and will be distributed on an equal rotating basis as follows:

Seniority by Section

Seniority by Division

Outside Division Employees Completing Task at Hand

Seniority by General Pool.

Callout overtime will be distributed on an equal rotating basis as follows:

Seniority by Section

Seniority by Division

Seniority by General Pool.

If an employee is not present when scheduled overtime is being distributed, a one-hour

response time will be given before the overtime is offered to the next senior employee.

On the first day of Snow Command, when an employee is required to work outside his/her regular hours of work, the employee will be paid overtime for all such hours. However, if the Employer or employee agrees, the employee may substitute for all of or part of that regular shift vacation time, holiday time or other accrued time with the exception of sick time.

A minimum of two (2) hours guaranteed overtime pay will be given to an employee who is called out from his/her home.

#### Section 6. Additional Compensation

Employees whose names appear on Snow Removal Lists A, B or C during the months of November through March will receive additional compensation each month according to the following schedule:

<u>List</u>	<u>Additional Pay (Nov. 1 through Mar. 30)</u>
A	\$75.00
B	\$25.00
C	\$0

### **ARTICLE XI**

#### HOLIDAYS

##### Section 1. Holidays

Effective May 1, 2008, holiday pay shall be compensated at the employees' regular daily worked hours:

8-Hour Shift	-	8 Hours Compensation
10-Hour Shift	-	10 Hours Compensation
12-Hour Shift	-	12-Hours Compensation

Floating holidays shall be calculated on an 8-hour day for all bargaining unit members.

The following shall be paid holidays for all full-time employees:

New Year's Day

Martin Luther King's Birthday

President's Day or Lincoln's Birthday, as designated by the Valley View School District calendar

Memorial Day

July 4th - Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve

Christmas Day

Part-time employees shall be entitled to holiday pay at the rate of four (4) hours of regular, straight-time pay for each holiday taken.

### Section 2. Holiday Observance

For employees whose workweek is Monday through Friday (inclusively), when any of these holidays falls on Sunday, Monday shall be considered the holiday, and when any falls on a Saturday, Friday shall be considered the holiday. When a holiday falls on an employee's scheduled day off, equal time off shall be granted within a reasonable period of time, as determined by the appropriate Superintendent or his designee.

It is generally understood that, due to the nature of work performed by AFSCME employees covered by this Agreement, some of said employees would be scheduled to work on

the above eleven (11) scheduled holidays. Those AFSCME employees who are required to begin their shift on scheduled holidays will be paid at a rate of two and one-half (2 1/2) times their regular hourly rate of pay for hours worked on that holiday.

Any employee called out to work on a holiday, working outside their normal scheduled hours, shall be paid at the rate of two and one-half (2 1/2) times their regular hourly rate of pay for all hours worked on that holiday, including any hours worked outside their normal scheduled hours. Schedules shall not be arbitrarily changed to avoid paying overtime.

### Section 3. Holiday Eligibility Requirements

In order to be eligible for holiday pay, employees must work their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday, unless prior approval is given by the Department Director. Proper use of sick leave, vacation or other approved paid or unpaid time off shall be granted prior to approval by the Department Director or by the Village Attorney, when appropriate. Excuses may be granted upon the recommendation of the Department Director, with the final approval of the Village Attorney. Employees who are not excused as provided above shall be considered ineligible.

In the event of an emergency or other situation which demands immediate or special attention, an employee may be required by the Employer to work on a holiday.

### Section 4. Definitions

**Holiday Accruals:** Regular full-time employees shall accrue two (2) floating Holidays at the beginning of each fiscal year (May 1). Regular full-time employees hired after November 1 of any fiscal year shall accrue one (1) floating holiday for the remainder of the fiscal year.

Section 5. Payment upon Separation

Upon separation from the Village service, the employee will be compensated for all accrued but unused holidays.

Section 6. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as possible.

**ARTICLE XII**

VACATIONS

Section 1. Vacation Accumulation Rate

Full-time employees shall earn vacation at the rate of eighty (80) hours per year for the first four (4) years of Village service. The first eighty (80) hours of vacation time will be available on the first anniversary date of employment. Vacation shall be earned after five (5) years of continuous service as follows:

From the 5<sup>th</sup> anniversary date through the

10 <sup>th</sup> anniversary	120 working hours
11 <sup>th</sup> anniversary	128 working hours
12 <sup>th</sup> anniversary	136 working hours
13 <sup>th</sup> anniversary	144 working hours
14 <sup>th</sup> anniversary	152 working hours
15 <sup>th</sup> anniversary	160 working hours
16 <sup>th</sup> anniversary	160 working hours
17 <sup>th</sup> anniversary	160 working hours
18 <sup>th</sup> anniversary	160 working hours
19 <sup>th</sup> anniversary	160 working hours
20 <sup>th</sup> anniversary and above	200 working hours

The Employer shall include the amount of vacation time accumulated, current balance and the amount used on the pay stub of each employee. The parties agree that the Employer and the employee shall exchange information in an attempt to correct any errors in vacation records.

## Section 2. Vacation Carry Over

Employees must take accrued vacation time before their next anniversary date. Any unused vacation not taken by an employee's anniversary date may be transferred into the employee's compensatory bank up to the limit of the compensatory bank. There is no carry over provision for vacation time, unless the Department Head or his designee grants an exception.

If the Department Director cancels an employee's vacation and requires that employee to work and a new vacation time cannot be scheduled prior to the employee's anniversary date, the Village may buy back vacation upon advance request and approval by the Mayor.

If the Department Director cancels an employee's vacation and requires that employee to work and a new vacation time cannot be scheduled prior to the employee's anniversary date, the Village may allow the employee to carry over that time into the following year.

## Section 3. Vacation Eligibility Requirements

Employees shall start to accumulate vacation credit as of their date of employment. Employees shall not accrue vacation leave for any pay period during which they are on layoff, worker's compensation related absence in excess of 30 days, or on general leaves of absence without pay in excess of 30 days or engaged in conduct in violation of Article XXIII, No Strike or Lockout.

## Section 4. Minimum Vacation Leave

Vacation leave shall normally be taken in full working day periods. However, an employee may request, and the Department Head may grant, at his discretion, vacation leave in shorter increments of time.

## Section 5. Holidays During Vacation Period

In the event a holiday occurs during the period when an employee is on approved

vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's vacation.

Section 6. Vacation Pay

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

Section 7. Vacation Scheduling

The Department Director shall establish a vacation schedule for employees sufficiently early each year so that all supervisors can program the work in that Department. Vacation schedules shall be arranged as to provide as minimal a disruption to the work of the Department as can be reasonably achieved. For the purpose of scheduling by seniority, all requests must be submitted between December 1st and December 31st, and are limited to a minimum of four (4) hours and a maximum of three-week increments. Response from management will be received no later than January 15th.

Section 8. Vacation Call-Back

In the case of an emergency that requires that employee's services and no other employee who is qualified to perform the work is available, the Department Director may cancel that employee's vacation. If the employee is required to forego or cancel all or any part of a previously scheduled or approved vacation, the Employer shall reimburse the employee for all non-refundable expenses he/she may have incurred due to the vacation cancellation.

Section 9. Separation from Service

Any employee who is laid off, resigns, retires, or is terminated from the service of the Village, shall receive vacation pay for all of their accrued vacation upon their separation from employment with the Village. The amount of payment for all unused vacation shall be

calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last workday of the employee's employment.

## **ARTICLE XIII**

### **SICK LEAVE**

#### **Section 1. Sick Leave**

Full-time employees of the Village covered by this Agreement shall be entitled to accumulate sick leave at the rate of eight (8) hours per month. Probationary employees will accrue sick leave but will not be eligible to receive sick leave benefits until after six (6) months of actual service with the Village. This provision shall not apply to employees on probation due to promotion.

#### **Section 2. Maximum Sick Leave Accumulation**

Full-time employees shall be allowed to accumulate sick leave credit to a maximum of 2,400 hours for purposes of sick leave. The Employer shall include the amount of sick leave accumulated on the pay stub of each employee. The parties agree that the Employer and employee will exchange information in an attempt to correct any errors in sick records.

#### **Section 3. Sick Leave Eligibility Requirements**

Employees shall start to accumulate sick leave credit as of their date of employment, and shall be eligible for said sick leave absences once they have accrued sick leave hours.

Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absence without pay (unless otherwise agreed by the Employer).

#### **Section 4. Sick Leave Utilization Requirements**

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for

the following purposes:

a. Personal Illness or Disability

Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability which renders them unable to perform the duties of their position shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Employees shall also be eligible to utilize their accrued sick leave following the expiration of their duty injury benefits, and for doctor's or dentist's appointments that cannot be scheduled during non-working hours, with prior notice to the Department Director and/or his designee for his approval, which shall not be unreasonably denied.

b. Household Illness or Disability

Employees may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short-term illness when no other person is available to provide care. Other provisions should be made if dependent requires extended care.

c. Maternity Leave

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave, and such employees will not be discriminated against in accordance with federal laws (if the employee is in fact unable to work due to her pregnancy).

d. Use of Sick Leave

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action. The Village has the right to expect the employee to be at home recuperating during sick leave unless notified otherwise and

approved by the Village.

#### Section 5. Sick Leave-Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

#### Section 6. Workers Compensation-Disability

An employee who suffers on-the-job illness or injury or who contracts a service-connected disease shall be compensated with Worker's Compensation Benefits as provided by State statute and funded by the Village of Bolingbrook. In addition to Worker's Compensation Benefits, an employee shall receive 100% of the employee's current rate of pay for the first three (3) days of injury until the employee is eligible for Worker's Compensation. Once eligible for Worker's Compensation Benefits, the employee shall receive 2/3 of current base salary as provided by State Statute and paid by the Village.

Employees may utilize accrued paid leave to make up the difference between Worker's Compensation Benefits and current base salary. Accrued paid time utilized for this purpose will automatically be charged against the employee on a pro-rata basis unless the employee notifies the Village not to do so.

If an employee who sustains a job related injury becomes permanently disabled as a result of that injury, the employee may request a Disability Pension from the appropriate Pension Plan.

#### Section 7. Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify the Department Director and/or his designee. Employees who are requesting paid sick leave in accordance with Sections 4.A (Personal illness or Disability) or 4.B (Household Illness or

Disability) above shall notify or cause notification to be made to the Department Director (and/or his designee) at least thirty (30) minutes before the time specified for the beginning of their workday, or as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to the Department Director, (and/or his designee).

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the Department Director shall consider and handle the employee's absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Department Director.

#### Section 8. Sick Leave Certification and Approval

Employees shall be required to provide a physician's written confirmation of illness if sick leave is used for more than five (5) consecutive work days off. Employees shall also be required to provide a physician's written confirmation of illness and return to normal duty when there have been eight (8) or more instances of sick leave taken in a calendar year. It is understood by the parties that any employee who provides documentation that establishes the legitimate use of sick leave for the employee or his/her family members' unanticipated emergencies (i.e., school illnesses) shall not have such leave count toward the aforesaid eight (8) threshold incidents required for illness confirmation. Employees are responsible for scheduling and obtaining a physician's written confirmation of illness and return to normal duty when

required. Failure to provide the statement will result in a denial of sick leave benefits, and the employee will be considered absent without leave. The Village reserves the right to require an employee to be examined by a Village appointed physician at the expense of the Village. If there is a dispute on the illness, the employee and Employers doctors shall mutually agree on a third party doctor at the expense of the Village. In the event that there is a lapse of time between the Employer ordered physical examination appointment and the employee being allowed to return to work, the employee shall be paid for his/her normal rate of pay with no deductions from the employee's accumulated time off. The failure or refusal by an employee to submit to such an examination may be cause for disciplinary action.

#### Section 9. Sick Leave Incentive.

Upon retirement, layoff, or voluntary separation in good standing and after a minimum of five (5) years of continuous service, 50% of an employee's accumulated sick leave shall be paid at his/her current hourly rate of pay to a maximum of 480 hours of pay.

### **ARTICLE XIV**

#### OTHER LEAVES OF ABSENCE

##### Section 1. General Leave

Full-time and part-time employees covered by this Agreement may request in writing a leave of absence from the Village Attorney or his designee who may grant a leave of absence to any non-probationary employee, for such a period not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere. The Employer will make every best effort to hold the position for any employees granted a leave.

As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain

only the right to be appointed to the first vacancy in an equal or lesser position for which he/she is qualified.

### Section 2. Bereavement Leave

In case of a death in the family, the Employer will allow a bereavement leave as follows:

Days   Family Member

5 days Spouse, child, stepchild, parent, parent of spouse, step parent, step parent of spouse

3 days Brother, sister, grandparent or grandchild

1 day Aunt, uncle, niece, nephew, son-in-law, daughter-in-law, grandparent of spouse, grandchild of spouse, brother-in-law, sister-in-law

In addition, the Department Director will have the authority to grant bereavement leave for unusual cases not listed above consistent with the above levels.

Any employee who attends the funeral will be compensated for any time lost at the straight time hourly rate. If the funeral leave occurs during a holiday or leave of absence, the holiday or leave will not be extended because of the funeral leave, and there will be no additional pay to the employee. When a death occurs in the family while an employee is on vacation, additional vacation days may be granted to compensate for those days used as leave. The Department Director may grant one (1) day off with pay, the day of the funeral, for close relatives not specifically named above, provided the employee attends the funeral of said relative. The employee must notify the Department Director before the time of his absence to be eligible for funeral leave. The Village Attorney may require evidence to substantiate the eligibility of an employee for paid funeral leave.

### Section 3. Military Leave

Military leave shall be granted in accordance with applicable state and federal laws.

#### Section 4. Jury Duty Leave

When AFSCME personnel are required to report for jury duty and scheduled to work shift work, the Department will schedule that employee to work day shift during that period of time. When the employee is notified of jury duty, they are required to forward a copy of this summons, upon receipt, to the respective Department Director to give them enough advance notice to reschedule the person to day shift. Once assigned to jury duty, if that employee is dismissed one hour or more prior to the end of his or her assigned shift, the employee is required to return to work to finish his or her assigned shift. No overtime is paid for jury duty.

Any full-time employee called for jury duty or subpoenaed for any work related litigation by a legislative, judicial or administrative tribunal, except in cases of non-work related personal litigation, shall be allowed time away from work with pay for such purposes. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the Village to be returned to the fund in the Village from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and retain the full amount received for such service.

#### Section 5. Substantiation of Leave of Absence

The Employer may require substantiation of any leave of absence or request for leave of absence.

#### Section 6. Return from Leave in Excess of One Year

Unless otherwise specifically provided for in this Agreement, an employee returning from a leave of absence in excess of one (1) year shall, to the extent possible, be reinstated in the position he/she occupied when he/she began his/her leave. The Employer shall not, however, be required to displace any employee, but in the event his/her position has been filled, he/she shall

be placed on a preferential hiring list, and shall be reinstated in the next vacancy in his/her position classification.

Section 7. Failure to Return from Leave of Absence

An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 8. Leaves in General

An employee on a paid leave of absence as provided by this Agreement, or an unpaid leave of less than 31 days shall retain and continue to accumulate all Village benefits including: insurance coverage, sick leave, vacation time, seniority/continuance service (for paid leave only), and any applicable pay increases.

**ARTICLE XV**

WAGES AND OTHER PAY PROVISIONS

Section 1. Wages

Wages shall be increased by 1.5% on May 1, 2009, 1.5% on May 1, 2010, and 1.5% on May 1, 2011 for all AFSCME personnel. Employees shall be placed on the level of their employment grade which corresponds to their classification. Employees shall advance in levels upon being qualified and meeting the requirements as set forth in the job descriptions. Employees who have met the qualifications and time requirements at their current levels shall move to the next level each May 1, commencing May 1, 2003. The Employer shall make available to the employees, to the extent possible, the opportunity to obtain required education as per their job description.

The parties agree that employees transferred or reassigned as a result of reorganization

shall be retained at a rate of pay equal to their pay rate prior to the reorganization and shall be subject to all provisions of the Collective Bargaining Agreement. In addition, any job description modification of said employees must be mutually agreed upon by the Employer and the Union. The Employer agrees that bargaining on any future reorganization shall be governed by applicable law.

#### Section 2. Fair Share

With the combining of both the Public Works Unit and Clerical Unit, the Village will institute fair share provisions thirty (30) days after the signing of the combined contract. As part of this fair share provision, the member of the Public Works and Clerical bargaining unit elects not to have that person's portion of his/her paycheck go to the International Union, that portion of the paycheck may be sent to a designated charity from a list of approved charities.

#### Section 3. Pay Periods

The salaries and wages of employees shall be paid in bi-weekly pay periods with payday falling on Friday.

#### Section 4. Need for Temporary Upgrading

To assure the orderly performance and continuity of municipal services, the Employer may be required to temporarily upgrade employees on an acting basis to positions of a higher rank. For the purpose of this Section, it is understood that temporary upgrading may be required in order to fill or compensate for temporary position classification vacancies, which may exist for any of the following reasons:

- a. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee, and a short period of time is required so as to proceed with and complete the normal appointment procedure.

b. A position classification is temporarily vacant, although permanently filled, because the regular employee is on vacation, sick leave, duty injury leave, maternity leave, or other approved leave of absence.

It is not the intent of the Employer to circumvent or avoid the normal employment or promotional process, however, and therefore the Employer shall make every possible and reasonable effort to fill vacancies in a most expeditious manner, and to keep the need for such temporary upgrading to a minimum.

#### Section 5. Selection for Temporary Upgrading

The selection of an employee for temporary upgrading shall be made from within the Department, or within the same duty shift, that the vacancy occurs. In the case of a temporary upgrading for more than thirty (30) consecutive working days, such selection shall be at the discretion of the Department Director, taking into consideration the qualifications and requirements of the position to be filled. Temporary upgrading shall be awarded to the most senior qualified employee.

#### Section 6. Compensation for Temporary Upgrading

Temporary upgrade pay shall be authorized when an employee is acting in a position of higher rank/class at a supervisory level commencing with the start of the fifteenth (15th) consecutive calendar day in the case of full-time employees that said employee is acting in the position of higher rank/class. Should the Village assign an employee to a position outside of the bargaining unit, the employee shall have the right to refuse to perform the assignment without discipline.

#### Section 7. Effective Date of Any Pay Raises

All pay raises shall become effective in the current payroll period if the effective date of

the raise falls in the first week of the payroll period. All pay raises shall become effective on the first day of the subsequent payroll period if the date of said pay raise, as agreed upon, falls in the second week of the payroll period. There shall be no proration of salary increases due to any other dates agreed upon in this contract.

#### Section 8. Compensation for State Certified Telecommunicator Trainers and Matrons

Telecommunicators who are State Certified through the Telecommunicator Training and Evaluation Program will receive one (1) hour additional pay at the rate of one and one-half (1 ½) times the employee's current hourly rate for each day he/she acts in the capacity of Certified Trainer.

Telecommunicators who are required to perform matron duties will receive one (1) hour additional pay at the rate of one and one-half (1 ½) times the employee's current hourly rate for each day or portion of a day he/she acts in the capacity of a matron.

#### Section 9. Incentive Pay

Incentive pay will be as follows, with the percentage listed meaning that the affected employee's base pay is increased by that amount. Said increase is to be included in the employee's pension benefit calculation. An employee is entitled to only one (1) incentive pay increase. They will not be cumulative. An employee is entitled to the below listed pay increase if he is assigned to a bilingual position Proficiency in speech and writing as determined by testing will be required. The Employer shall select the test instrument to demonstrate proficiency.

<u>Bilingual Assignment</u>	<u>Maximum Number of Employees</u>	<u>Additional Pay</u>
Spanish	7	3%
Hindu/Pakistani	2	3%
Polish	1	3%
Slovakian	1	3%

The above-authorized limits can be increased or decreased by mutual agreement between Local 2014 and the Village, with the maximum number of employees remaining fluid.

Any employee who has been at the highest level of their job classification for a period of five (5) years commencing May 1, 2007, shall be entitled to a one percent (1%) pay increase. Any employee who has been at the highest level of their job classification for a period of seven (7) years commencing on May 1, 2008 shall be entitled to a two percent (2%) pay increase.

## **ARTICLE XVI**

### REGULAR PART-TIME EMPLOYEES' FURLOUGH

#### Section 1. Furlough Bank

Regular part-time employees covered by this Agreement shall be granted a furlough bank of fifty-six (56) hours each fiscal year. Regular part-time employees hired after November 1 of any fiscal year shall be granted a furlough bank of twenty-eight (28) hours for the remainder of the fiscal year. The employee may use this furlough bank in minimum increments of four (4) hours to compensate for absence from work with the approval of the Department Director or his designee. The Department Director is responsible for record keeping of the employee's furlough bank and for scheduling the use of the furlough.

#### Section 2. No Carry-over

Regular part-time employees must use their accrued furlough bank during the current

fiscal year. There shall be no carry-over of the furlough bank from one fiscal year to the next.

### Section 3. Lunch

Regular part-time employees scheduled for 8 hours will receive the same lunch as Section 2, Article X.

### Section 4. Compensatory Time Bank

All full-time employees who are required to work hours in excess of their normal weekly schedule will be eligible for compensatory time. Accrual of compensatory time shall be limited to a maximum of forty (40) hours through December 31, 2008. Effective January 1, 2009, accrual of compensatory time shall be limited to a maximum of fifty (50) hours. Compensatory time shall be accrued at time and one half. Employees cannot receive both compensatory time and salary as compensation for the same excess hours worked.

All compensatory time accrual awarded, as well as compensatory time taken, must be approved by the employee's supervisor and reviewed by the Department Director. The Department Director is responsible for record keeping of the employee's compensatory time bank and for scheduling the use of the compensatory time.

## **ARTICLE XVII**

### INSURANCE AND OTHER BENEFITS

#### Section 1. Group Hospital and Medical Plan

Full-time AFSCME employees and their dependents shall be offered coverage under the group health insurance program covering the majority of all other full time Village employees. Employees shall pay premiums for said coverage as set forth in Appendix B. Establishment of an open enrollment period to give employees the opportunity to change benefits. The open enrollment period shall be during the month of December of each year. The Village's "125

Plan" provides employees the opportunity to elect to use pre-tax dollars for health insurance. The 125 plan calendar year shall be January 1 through December 31. Said employee payments for premiums shall not be increased further during the term of this Agreement without the consent of the Union. Chiropractic services shall be "capped" at \$1,000 per employee per year. Oral contraceptives shall be added to the prescription plan. Prescription Co-Pay shall be \$5.00 for Generic and \$10.00 for Name Brand. Effective January 1, 2011, prescription co-pay shall be \$10.00 for Generic and \$20.00 for Name Brand.

#### Section 2. Health Insurance Coverage Continuation

Upon the occurrence of one of the following events, the election to continue coverage shall be offered to the spouse and dependents of the covered employee who were beneficiaries before the triggering event:

- a. The covered employee's death;
- b. The covered employee's termination or reduction of hours (to the degree that he or she would not be covered);
- c. Divorce or legal separation of the spouse and the covered employee;
- d. The covered employee becomes eligible for Medicare benefits and the beneficiaries are no longer eligible under the plan; or
- e. A dependent child loses coverage under the terms of the plan.

The election coverage shall be the same coverage as is offered to similarly covered individuals. Continuation of coverage shall extend for 18 months after the employee termination or reduction in hours, and otherwise for 36 months. The continued coverage can be terminated sooner if:

- a. The Employer ceases to offer any group health plan;

- b. The premiums required for a covered individual are not paid;
- c. The covered individual becomes eligible for Medicare or becomes covered under another group health plan; or
- d. For a former spouse of a covered employee if the spouse remarries.

The Village shall charge a premium of 102% of the cost to the plan for coverage. The Village may elect to use the past year's cost plus an indexed increase to determine the premium.

An election period to continue coverage shall be offered for 60 days after the triggering event or, in the case of the employee's death, termination of eligibility for Medicare coverage, after the beneficiary is given notice of his or her continuation rights.

### Section 3. Dental/Eye Care

The Village agrees to administer an employee funded dental and eye care program that has been approved by the Mayor and Board of Trustees.

### Section 4. Health Insurance Coverage for Retirees

A regular full-time employee who retires due to age or disability may elect to continue insurance coverage as a retiree. The employee must have served twenty (20) years of continuous fulltime employment. As in the case of disability, the injuries/ illness which results in the employee's inability to work may or may not be work related. The Village shall charge a premium of 100% of the cost of the plan for coverage. The coverage shall continue indefinitely, provided premium payments are made in a timely manner. An election period to continue coverage shall be offered for sixty-days after termination of employment due to retirement or disability.

### Section 5. Uniform and Work Shoes

The Employer agrees to continue providing those employees that they currently provide

with uniforms on a quartermaster supply basis and will continue with commercial laundering and maintenance of the uniforms for each currently provided employee. The Employer shall furnish each currently provided employee one pair of steel toed work shoes (with the exception of electricians) annually, which shall remain part of the official uniform of the Department. Electricians shall be furnished with one pair of steel-toed shoes that meet ANSI Ratings for Electrical Hazard Standards. Meter readers shall be furnished with one pair of safety shoes. The Employer shall provide and maintain coveralls for employees currently provided as needed.

#### Section 6. Other Benefits

Unless otherwise covered in this Agreement specifically, regular full-time employees shall receive the current applicable Employee Benefits incorporated in this Agreement below.

#### Section 7. Illinois Municipal Retirement Fund

All regular employees of the Village who meet the following requirements shall participate in the ILLINOIS MUNICIPAL RETIREMENT FUND Program. A Village employee must be employed in a position normally requiring 1,000 hours of work or more in the twelve (12) month period following employment in order to be eligible for participation. The actual hours worked may be more or less than the hours expected, but must be a minimum of 1,000 hours in order to maintain eligibility. Employees hired before September 27, 1983 will be subject to the regulations governing IMRF contributions that were in effect before this date.

In the calculation of Illinois Municipal Retirement Fund (IMRF) benefits, compensation paid under an Internal Revenue Code Section 125 Plan shall be included.

#### Section 8. Life Insurance

All full-time Village employees will be eligible for life insurance coverage provided by the Village. Life insurance benefits shall be two (2) times the base annual salary of the

employee. Maximum value of the policy shall be \$100,000. In addition, accidental death and dismemberment insurance shall also be two (2) times the base annual salary, and the maximum value of the policy shall be \$100,000. The total cost of the life insurance benefit is paid by the Village. The Village shall provide the opportunity for an employee to purchase, at his own expense, a group rate, \$2,500 term life insurance rider covering each dependent.

Section 9. Longevity Pay

Full-time and part-time employees shall be paid longevity pay in addition to their base salaries. They will be paid the entire amount, subject to state and federal laws regarding withholding, on the payday following each anniversary date, in a check apart from the employee's normal paycheck, according to the following schedule:

	FULL-TIME	PART-TIME
8th, 9th, 10th, 11th Anniversary Date	\$500	\$165
12th, 13th, 14th, 15th Anniversary Date	750	315
16th, 17th, 18th, 19th Anniversary Date	1,000	455
20th year Anniversary through retirement	1,400	608

**ARTICLE XVIII**

PERSONNEL FILES

Section 1. Personnel Files

The Village Attorney, or his designee, shall keep and maintain an official personnel file for employees. The employee and, with the employee's written consent, a Union representative may examine the personnel files so maintained. Such examination may be conducted upon appointment being made with the Village Attorney, or his designee, provided the employee obtains the permission of his/her immediate supervisor to leave the work assignment while on

duty and the immediate supervisor approves the appointment time. Such permission shall not be unreasonably withheld.

### Section 2. Time and Pay Records

The Finance Department shall keep and maintain an official record for employees. An employee shall have the right to review his/her time and pay records on file with the Employer, after arranging for such review with the Finance Director, or designee.

## **ARTICLE XIX**

### EMPLOYMENT DEVELOPMENT AND TRAINING

#### Section 1. Job Training and Orientation

The Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employees' work assignments and periodic changes therein, including where available and relevant to work, procedural manuals. The Employer subscribes to the principles of career ladders and promotions within the organization. The Employer encourages employees to participate in job related training and education programs.

#### Section 2. Conferences and Seminars

Employees shall be granted reasonable amounts of leave with pay to attend job-related meetings, conferences, and seminars. The Employer shall make every best effort to pay the cost of attendance fees, overnight travel allowances, and other travel expenses as allowed by official travel policy.

#### Section 3. Tuition

The Employer encourages employees to improve and upgrade their skills through participation in job related courses at local high schools, trade schools, colleges and universities.

Tuition for approved courses will be reimbursed by the Employer, provided the employee meets the following requirements:

- a. The employee is a regular full-time employee and has completed his probationary period.
- b. The Employer will limit reimbursement for tuition costs to a maximum of twenty four hundred dollars (\$2,400) per fiscal year per employee. The Employer will reimburse the Employee 50% of the cost of books.
- c. The program is job related, for a degree that relates to present or future Village employment, or if the employee has submitted a career path plan that relates to present or future Village employment, and the employee has requested and received prior approval from his Department Director before enrollment. Upon denial by the Department Director, the employee may appeal to the Village Attorney.
- d. The employee attends an accredited school.
- e. The employee remains with the Village for six (6) months after the course reimbursement. Should the employee, for any reason, terminate before the conclusion of the six (6) month service, the Village will be reimbursed on a prorated basis.
- f. Department Directors will submit a Purchase Order in the name of the employee in advance of enrollment reflecting course approval.

The distribution of educational reimbursement by the Employer will be made in the following manner:

- a. The Employer will limit reimbursement for tuition costs to a maximum of twenty four hundred dollars (\$2,400) per fiscal year per employee. The Employer will reimburse the employee a maximum of 50% of the cost of books.
- b. To qualify for reimbursement, employees must have receipts for tuition expenses plus

proof of course completion with a grade of "C" or above.

c. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

d. The Employer will reimburse employees for the cost of CDL and IEPA licenses required for employment.

If bargaining unit personnel fail a class they are taking due to the Village's responsibility (i.e. callout for Snow Command, Civil Emergency, etc.) due to missed classes, the Village will still reimburse the employee for said tuition fee upon presentation of documentation evidence that failure is due to attendance.

## **ARTICLE XX**

### **SAFETY**

#### **Section 1. Compliance with Laws**

The Employer agrees to provide safe and healthful working conditions at all times, to furnish adequate safety and sanitation devices, to comply with all applicable laws and to correct all hazards as soon as reasonably possible. All such employees shall comply with all safety rules and regulations established by the Employer.

#### **Section 2. Unsafe Conditions**

If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor, who shall have the responsibility to determine what action, if any, should be taken.

#### **Section 3. Safety Grievances**

A grievance involving an alleged violation of this Article may be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

Section 4. Physical Testing

The Employer recognizes the unique concerns of persons employed in areas such as Maintenance Technician, Asphalt and Concrete, Wastewater, Vehicle Maintenance, Forestry, Electrical, Animal Control Officers, and Code Enforcement Officers. Therefore, the Village will determine and pay for various medical tests to determine if any adverse conditions of health exist caused by working conditions in the employees covered by this Agreement. The results of all tests shall be confidential and promptly provided to the tested employee.

Section 5. Safety Precautions

To ensure the safety of employees, the Department Director will determine wherever unsafe conditions might be prevalent and will establish two (2) or more people crews.

**ARTICLE XXI**

NON-DISCRIMINATION

Section 1. Discrimination Prohibited

Both the Employer and the Union agree not to discriminate against any employee covered by this Agreement, on the basis of race, creed, color, national origin, age, sex or any other basis violative of the law.

Section 2. Association Membership

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by P. A. 83-1012 or by this Agreement.

Section 3. Residency

Each regular, full-time or part-time employee who is hired after December 1, 1984 shall establish his/her actual residence and domicile within thirteen (13) miles of the center of the

Village of Bolingbrook (as determined by the Public Works Department), or within a municipality, any portion of which is located within thirteen (13) miles of the center of the Village of Bolingbrook, within six (6) months of the date his/her probationary period ends, as defined by Village Ordinance 94-024. Any employee who violates the provisions of this requirement shall be subject to discharge from service of the Village in the manner provided by law.

**ARTICLE XXII**

**SUB-CONTRACTING**

**Section 1. General Policy**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, or emergency. The Employer agrees to make every effort to reassign and/or re-employ any bargaining unit employee who is laid off, as a result of contracting out and to provide adequate training for such.

**ARTICLE XXIII**

**NO STRIKE/NO LOCKOUT**

**Section 1. No Strike - No Lockout**

During the term of this Agreement, neither the Union or its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, speedup, or ticket blitz. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 2. Union Responsibility

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3. Discipline

The Employer may discharge or discipline any employee who violates Section 1 and any employee who fails to carry out his responsibilities under Section 2 of this Article.

Section 4. Judicial Restraint

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

**ARTICLE XXIV**

SAVINGS

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to negotiate on a substitute provision.

**ARTICLE XXV**

OUTSIDE EMPLOYMENT

Outside employment shall not prevent an employee from executing his/her job duties on behalf of the Village. Approval or non-approval of outside employment shall be the decision of the Village Attorney, or his designee.

## **ARTICLE XXVI**

### **ENTIRE 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 this area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration 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. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

## **ARTICLE XXVII**

### **TERMINATION**

This Agreement shall be effective May 1, 2009, and shall remain in full force and effect until the 30th day of April, 2012, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, no more than one hundred twenty (120) days and no less than ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, unless after the effective date of termination either party gives ten (10) days notice of its

termination to the other party.

## ARTICLE XXVIII

### LABOR/MANAGEMENT MEETINGS

Request to have quarterly, or if requested by either party, Labor/Management meetings to afford the opportunity to discuss matters of mutual interest.

#### Section 1. Safety Committee

Five (5) employees designated by the Union and five (5) persons designated by the Employer shall comprise a Safety Committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the respective Department Head with a copy forwarded to the Union. Said recommendation shall not be binding upon the Employer or the Union.

#### Section 2. Health Care Benefits Committee

Three (3) employees designated by the Union and three (3) persons designated by the Employer shall comprise a Health Care Benefits Committee for the purpose of discussing issues relating to employees and to recommend reasonable health care criteria. The committee shall meet by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the respective Department Head with a copy forwarded to the Union. Said recommendation shall not be binding upon the Employer or the Union.

#### Section 3. Snow Command Committee

Three (3) employees designated by the Union and three (3) persons designated by the Employer shall comprise a Snow Command Committee for the purpose of discussing snow

command issues relating to employees and to recommend reasonable snow command criteria. The committee shall meet by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the respective Department Head with a copy forwarded to the Union. Said recommendation shall not be binding upon the Employer or the Union.

#### Section 4. Training Committee

Three (3) employees designated by the Union and three (3) persons designated by the Employer shall comprise a Training Committee for the purpose of discussing training issues relating to employees and to recommend reasonable training criteria. The committee shall meet by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the respective Department Head with a copy forwarded to the Union. Said recommendation shall not be binding upon the Employer or the Union.

#### Section 5. Job Description Committee

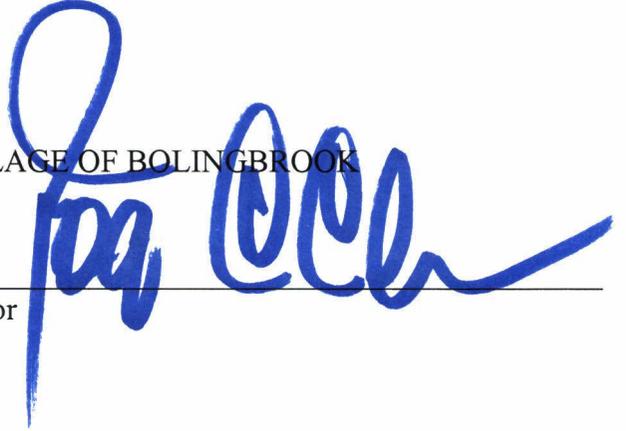
The parties agree to form a committee to examine issues relating to job descriptions as they may arise.

IN WITNESS WHEREOF, the parties have approved this Agreement this 2nd day of

February, 2011.

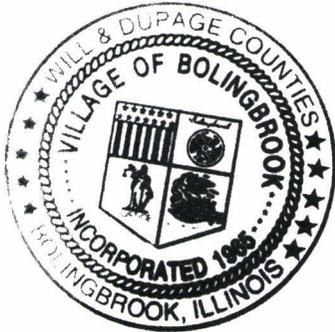
VILLAGE OF BOLINGBROOK

Mayor



ATTEST:

Care S. Penning  
Village Clerk



AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME), AFL-CIO, COUNCIL 31, on behalf of  
and with LOCAL 2014

Maggie Lou  
Jeff  
Thy J. White  
Phyllis E. Carpenter  
Jim P. [unclear]  
Robin Turner  
Gregorio

**APPENDIX A  
SALARY SCHEDULE**

<b>EFFECTIVE MAY 1, 2009</b>					
<b>POSITION</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Office Specialist	\$31,302.96	\$35,557.39	\$41,199.55	\$44,225.97	\$48,997.11
Maintenance Worker	\$33,164.44	\$38,720.71	\$44,123.98	\$48,877.66	NA
Secretary	\$32,877.23	\$36,408.28	\$42,022.26	\$48,625.35	\$50,481.46
Code Enforcement Officer	\$34,196.51	\$36,661.93	\$40,328.54	\$45,166.78	\$51,941.65
Enforcement Officer	\$34,196.51	\$36,661.93	\$40,830.48	\$50,187.55	NA
Telecommunications Operator	\$42,022.26	\$48,912.56	\$56,161.19	NA	
Mechanic	\$46,402.86	\$53,205.90	\$62,595.18	\$68,959.38	\$73,815.07
Equipment Operator	\$49,170.24	\$53,412.59	\$59,217.14	\$64,479.48	NA
Forester	\$53,412.59	\$59,217.14	\$64,479.48	NA	NA
Wastewater Operator	\$52,622.16	\$56,638.98	\$62,793.81	\$67,677.69	NA
Maintenance Technician	\$50,598.22	\$56,638.98	\$62,793.81	\$67,677.69	NA
Electrician	\$54,236.64	\$61,416.83	\$68,959.38	NA	NA
Inspectors	\$64,146.64	\$71,856.97	NA	NA	NA
Crime Prevention Specialist/Evid. Custodian	\$45,166.78	\$51,941.65	NA	NA	NA

<b>EFFECTIVE MAY 1, 2010</b>					
<b>POSITION</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Office Specialist	\$31,772.50	\$36,090.75	\$41,817.54	\$44,889.36	\$49,732.06
Maintenance Worker	\$33,661.91	\$39,301.52	\$44,785.84	\$49,610.82	NA
Secretary	\$33,370.39	\$36,954.41	\$42,652.59	\$49,354.73	\$51,238.68
Code Enforcement Officer	\$34,709.45	\$37,211.86	\$40,933.47	\$45,844.28	\$52,720.78
Enforcement Officer	\$34,709.45	\$37,211.86	\$41,442.93	\$50,940.36	NA
Telecommunications Operator	\$42,652.59	\$49,646.24	\$57,003.61	NA	NA
Mechanic	\$47,098.90	\$54,003.99	\$63,534.11	\$69,993.77	\$74,922.30
Equipment Operator	\$49,907.80	\$54,213.78	\$60,105.40	\$65,446.67	NA
Forester	\$54,213.78	\$60,105.40	\$65,446.67	NA	NA
Wastewater Operator	\$53,411.49	\$57,488.56	\$63,735.71	\$68,692.86	NA
Maintenance Technician	\$51,357.19	\$57,488.56	\$63,735.71	\$68,692.86	NA
Electrician	\$55,050.19	\$62,338.08	\$69,993.77	NA	NA
Inspectors	\$65,108.84	\$72,934.82	NA	NA	NA
Crime Prevention Specialist/Evid. Custodian	\$45,844.28	\$52,720.78	NA	NA	NA

<b>EFFECTIVE MAY 1, 2011</b>					
<b>POSITION</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
Office Specialist	\$32,249.09	\$36,632.11	\$42,444.81	\$45,562.70	\$50,478.04
Maintenance Worker	\$34,166.84	\$39,891.04	\$45,457.63	\$50,354.99	NA
Secretary	\$33,870.94	\$37,508.72	\$43,292.38	\$50,095.05	\$52,007.26
Code Enforcement Officer	\$35,230.10	\$37,770.04	\$41,547.47	\$46,531.95	\$53,511.59
Enforcement Officer	\$35,230.10	\$37,770.04	\$42,064.58	\$51,704.47	NA
Telecommunications Operator	\$43,292.38	\$50,390.94	\$57,858.66	NA	NA
Mechanic	\$47,805.38	\$54,814.05	\$64,487.12	\$71,043.68	\$76,046.13
Equipment Operator	\$50,656.41	\$55,026.98	\$61,006.98	\$66,428.37	NA
Forester	\$55,026.98	\$61,006.98	\$66,428.37	NA	NA
Wastewater Operator	\$54,212.66	\$58,350.89	\$64,691.75	\$69,723.25	NA
Maintenance Technician	\$52,127.55	\$58,350.89	\$64,691.75	\$69,723.25	NA
Electrician	\$55,875.94	\$63,273.15	\$71,043.68	NA	NA
Inspectors	\$66,085.47	\$74,028.84	NA	NA	NA
Crime Prevention Specialist/Evid. Custodian	\$46,531.95	\$53,511.59	NA	NA	NA

**APPENDIX B**  
**HEALTH INSURANCE – EMPLOYEE MONTHLY PREMIUMS**  
**Effective January 1, 2011**

Plan Number	Plan Description	Employee Monthly Premium Cost		
		Employee	Employee + 1 Dependent	Employee + Family
1	\$100 Deductible/\$600 Maximum Out-of-Pocket	\$90.19	\$114.34	\$143.34
2	\$100 Deductible/\$750 Maximum Out-of-Pocket	\$79.71	\$98.13	\$119.87
3	\$100 Deductible/\$1,000 Maximum Out-of-Pocket	\$77.71	\$83.85	\$91.08
4	\$500 Deductible/\$1,000 Maximum Out-of-Pocket	\$24.04	\$27.49	\$37.45

**Effective January 1, 2012**

Plan Number	Plan Description	Employee Monthly Premium Cost		
		Employee	Employee + 1 Dependent	Employee + Family
1	\$100 Deductible/\$600 Maximum Out-of-Pocket	\$99.21	\$125.79	\$157.67
2	\$100 Deductible/\$750 Maximum Out-of-Pocket	\$87.69	\$107.94	\$131.86
3	\$100 Deductible/\$1,000 Maximum Out-of-Pocket	\$85.48	\$92.24	\$100.19
4	\$500 Deductible/\$1,000 Maximum Out-of-Pocket	\$26.44	\$30.24	\$41.20

Memorandum of Agreement  
Between  
The Village of Bolingbrook (“the Village”)  
and  
AFSCME Council 31 for and on behalf of  
AFSCME Local 2014 (“the Union”)

As part of our negotiations for a collective bargaining agreement for AFSCME Local 2014 (“Agreement”), the Village and the Union agreed to the following regarding wage increases and job descriptions:

1. For those AFSCME bargaining unit employees who were laid off in either 2009 or 2010, they will receive retroactive pay increases for the time period they were still employed with the Village.
2. For those AFSCME bargaining unit employees who bumped during 2009 and 2010 pursuant to Article VI, Section 7, they will receive retroactive pay based on their higher rate of pay for the period prior to bumping.
3. Within 90 days of the signing of the Agreement, the Job Description Committee will meet to review current job description changes.

AGREED:

  
Maggie Lotenc  
(For AFSCME Council 31)

AGREED:

  
James Boan  
(For Village of Bolingbrook)