

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 11-017

TITLED:

APPROVING NEGOTIATED AGREEMENT BETWEEN THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
AFL-CIO AND THE VILLAGE OF BOLINGBROOK (2010-2013)

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

ORDINANCE NO. 11-017

**ORDINANCE APPROVING NEGOTIATED AGREEMENT
BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150 AFL-CIO AND VILLAGE OF BOLINGBROOK (2010 –2013)**

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and the International Union of Operating Engineers, Local 150 AFL-CIO (the "Union") to enter into the negotiated agreement attached hereto 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 Mayor and Board of Trustees hereby approve the collective bargaining agreement between the Village and the Union, May 1,2010 through April 30,2013, 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to the subject matter contained in this ordinance or the agreement attached hereto shall be, and they are hereby, repealed and shall be of no further force and effect.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 8th day of February, 2011.

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

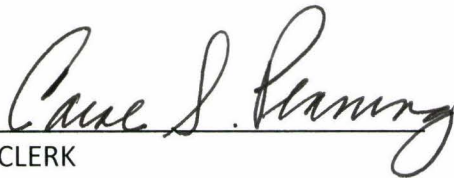
NAYS: None

ABSENT: None

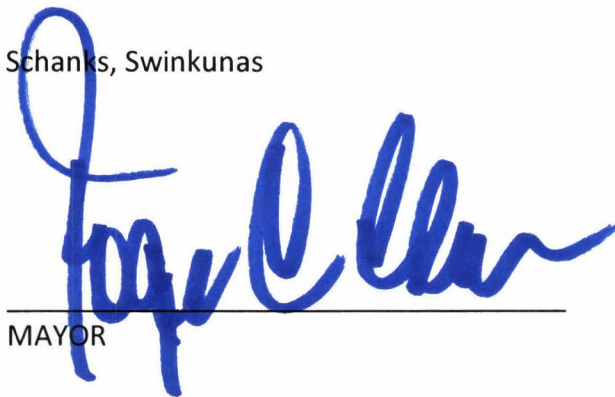
APPROVED THIS 8th day of February, 2011.

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.

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.

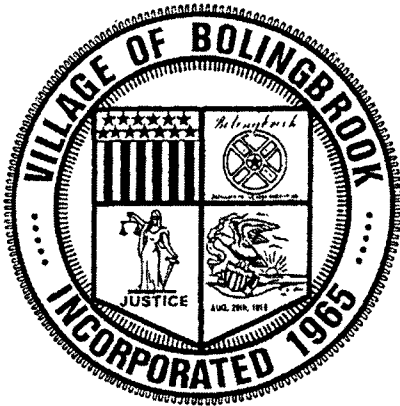
I further certify that on February 8, 2011, the Corporate Authorities of such municipality passed and approved Ordinance 11-017 entitled:

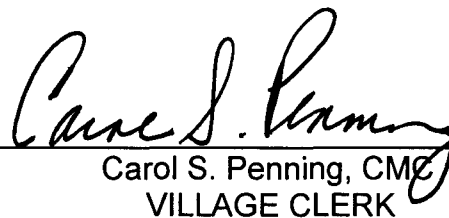
APPROVING NEGOTIATED AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 AFL-CIO AND THE VILLAGE OF BOLINGBROOK (2010-2013)

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

The pamphlet form of Ordinance 11-017 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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150 AFL-CIO

AND

VILLAGE OF BOLINGBROOK

MAY 1, 2010 THROUGH APRIL 30, 2013

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE I 5

 RECOGNITION 5

 Section 1.1. Recognition 5

 Section 1.2. Distribution of Agreement 5

 Section 1.3. Bargaining Rights 5

ARTICLE II 5

 UNION SECURITY AND DUES 5

 Section 2.1. Fair Share 5

 Section 2.2. Dues Check-off 6

ARTICLE III 6

 ANTI-DISCRIMINATION 6

 Section 3.1. Anti-Discrimination 6

 Section 3.2. Union Activity 6

 Section 3.3. Gender 7

 Section 3.4. Residency 7

ARTICLE IV 7

 UNION VISITATION AND UNION BUSINESS 7

 Section 4.1. Union Visitations 7

 Section 4.2. Union Business 7

 Section 4.3. Union Bulletin Boards 7

ARTICLE V 8

 UNION STEWARDS AND REPRESENTATIVES 8

 Section 5.1. Union Stewards 8

 Section 5.2. Union Stewards 8

 Section 5.3. Discussion of Grievances 8

 Section 5.4. Union Committee 8

 Section 5.5. Authorized Union Activity 8

ARTICLE VI 8

 EMPLOYER RIGHTS AND OBLIGATIONS 8

 Section 6.1. Management Rights 8

 Section 6.2. Rights of President and Board of Trustees 9

 Section 6.3 Civil Emergency Provision 9

ARTICLE VII 10

 HOURS OF WORK AND OVERTIME 10

 Section 7.1. Purpose of Article 10

 Section 7.2. Work 10

 Section 7.3. Work Day 10

 Section 7.4. Work Shift 10

 Section 7.5. Overtime Payment 10

 Section 7.6. Emergency Call Back 11

 Section 7.7. Overtime Worked at Employees Option 11

 Section 7.8. Compensatory Time 11

ARTICLE VIII 11

 PERSONNEL FILES 11

 Section 8.1. Personnel Files 11

ARTICLE IX	12
DISCIPLINE.....	12
Section 9.1. Employee Discipline.....	12
Section 9.2. Disciplinary Measures	12
Section 9.3. Disciplinary Manner	12
Section 9.4. Disciplinary Meeting	12
Section 9.5. Notification and Measure of Disciplinary Action.....	12
Section 9.6. Removal of Discipline	13
ARTICLE X.....	13
GRIEVANCE PROCEDURE.....	13
Section 10.1. Definition of Grievance	13
Section 10.2. Procedure	13
Section 10.3. Arbitration.....	14
Section 10.4. Advance Step Grievance Filing	14
Section 10.5. Pertinent Witnesses and Information.....	14
Section 10.6. Time Limits for Filing	15
Section 10.7. Time Off, Meeting Space and Telephone Use.....	15
Section 10.8. Exclusion.....	15
ARTICLE XI	16
SUB-CONTRACTING.....	16
Section 11.1. General Policy.....	16
ARTICLE XII	16
NO STRIKES/NO LOCKOUTS	16
Section 12.1. No Strike – No Lockout.....	16
Section 12.2. Union Responsibility	16
Section 12.3. Discipline	16
Section 12.4. Judicial Restraint.....	16
ARTICLE XIII.....	16
SENIORITY	16
Section 13.1. Definitions.....	16
Section 13.2. Transfers	17
Section 13.3. Layoff and Recall.....	18
ARTICLE XIV.....	18
HOLIDAYS	18
Section 14.1. Recognized Holidays	18
Section 14.2. Holiday Benefit Increase.....	18
ARTICLE XV	19
VACATIONS	19
Section 15.1. Vacation Accumulation Rate	19
ARTICLE XVI.....	20
LONGEVITY INCENTIVE	20
Section 16.1. Longevity Criteria.....	20
ARTICLE XVII	20
SICK LEAVE	20
Section 17.1. Purpose.....	20
Section 17.2. Notification	20
Section 17.3. Verification	21
Section 17.4. Eligibility	21

Section 17.5. Sick Leave Accumulation..... 21

ARTICLE XVIII..... 21

SAFETY 21

Section 18.1. Cooperation..... 21

Section 18.2. Safety Committee..... 22

Section 18.3. Disabling Effects..... 22

ARTICLE XIX..... 22

EMPLOYMENT DEVELOPMENT AND TRAINING 22

Section 19.1. Job Training and Orientation 22

Section 19.2. Conferences and Seminars..... 22

Section 19.3. Tuition..... 22

Section 19.4. Travel Expense Reimbursement for On Duty Training..... 23

ARTICLE XX..... 23

INSURANCE AND OTHER BENEFITS 23

Section 20.1. Group Hospital and Medical Plan..... 23

Section 20.2. Dental Insurance 24

Section 20.3. Life Insurance 24

Section 20.4. Retirement Health Insurance..... 24

Section 20.5. Paychecks..... 27

ARTICLE XXI..... 27

LEAVE OF ABSENCE 27

Section 21.1. Bereavement Leave..... 27

Section 21.2. Military Leave..... 28

Section 21.3. Jury Duty..... 29

Section 21.4. Leaves Without Pay 29

Section 21.5. Records of Leave 29

Section 21.6. Extended Leave/Accrual of Benefits and Additional Compensation 29

Section 21.7. Absence Without Leave..... 29

Section 21.8. Family and Medical Leave..... 29

Section 21.9. Special Leave of Absence..... 30

Section 21.10 Approved Leave of Absence/Seniority..... 30

ARTICLE XXII 30

SAVINGS 30

Section 22.1. Savings Clause..... 30

ARTICLE XXIII..... 31

WAGES 31

ARTICLE XXIV..... 32

ARTICLE XXV 32

TERMINATION..... 32

APPENDIX A..... 33

PREAMBLE

This Agreement entered into as of the 1st day of May, 2010 between the VILLAGE OF BOLINGBROOK, hereinafter referred to as the “Employer,” and, the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, hereinafter referred to as the “Union.” It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There are none and shall be no individual arrangements or agreements made covering any part or all of this Agreement which are contrary to the terms herein provided. Either party hereto will be entitled to require specific performance of the provisions of this Agreement.

ARTICLE I RECOGNITION

Section 1.1. Recognition

The Village recognizes the Union as the sole and exclusive bargaining agent for those employees in the defined bargaining unit, certified by the ISLRB, in Case No. S-AC-07-003, for the purpose of employment and other conditions of employment. Included: Public Works Supervisors employed by the Village of Bolingbrook. Excluded: Department heads, superintendents, non-supervisory employees, any confidential or managerial employees and all other employees of the Village of Bolingbrook.

Section 1.2. Distribution of Agreement

The Union agrees to provide a copy of this Agreement to all employees covered by this Agreement within one month of it being put into effect and thereafter to every employee covered by this Agreement.

Section 1.3. Bargaining Rights

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

ARTICLE II UNION SECURITY AND DUES

Section 2.1. Fair Share

During the term of this Agreement, all non-probationary bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by intervals as union dues are deducted. The Union shall periodically submit to the Employer a list of

employees covered by this Agreement who are not members of the Union and an affidavit which specifies that amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any members only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected nonmember and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to such organization.

Section 2.2. Dues Check-off

Upon receipt of a signed authorization from an employee, the Employer agrees to deduct the Union membership initiation fee, assessments, PAC deductions, and, once each month, dues from the pay of all employees in the collective bargaining unit. The amounts to be deducted shall be certified to the Employer by the Union. The past month's aggregate deductions of all employees shall be remitted together with an itemized statement to the Union at the beginning of each month. The Employer's remittance will be deemed to be correct if the Union does not give written notice to the Employer within two (2) calendar weeks after the remittance is received, of its belief with reasons stated therefore that the remittance is incorrect. The Union shall advise the Employer of an increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

ARTICLE III ANTI-DISCRIMINATION

Section 3.1. Anti-Discrimination

The Union and Employer agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age and mental or physical handicap.

Section 3.2. Union Activity

No Employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement, which include, but are not limited to, the processing of grievances.

Section 3.3. Gender

All references to the Employees in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.4. Residency

In accordance with Chapter 8, Article 9 of the Village Code, each regular, full-time or part-time employee who is or was 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 IV

UNION VISITATION AND UNION BUSINESS

Section 4.1. Union Visitations

The Employer agrees that local representatives and officers and Union 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. No request will be unreasonably denied.

Section 4.2. Union Business

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, after first giving notice to the Village Attorney and receiving his/her approval, which shall not be unreasonably withheld. 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. The Union shall be responsible for compensation for time off.

Section 4.3. 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.

ARTICLE V

UNION STEWARDS AND REPRESENTATIVES

Section 5.1. Union Stewards

The Employer recognizes and shall deal with the appropriate Stewards. The Union shall have two (2) Union Stewards. The Union agrees to notify the Employer of any employee who holds the position of Union Steward.

Section 5.2. Union Stewards

The Union Stewards and/or Union business representatives shall represent Union personnel in all grievances with the Employer. The Union Stewards shall be granted reasonable time off during working hours to investigate grievances on the job site without loss of pay, subject to approval of immediate supervisor to which such approval shall not be unreasonably withheld.

Section 5.3. Discussion of Grievances

Any Employee who requests to discuss a grievance matter with his Union Steward during working hours, without loss of pay, shall request and receive authorization from his immediate supervisor to which such authorization shall not be unreasonably withheld.

Section 5.4. Union Committee

A written list of the Stewards shall be furnished to the Employer prior to the effective date of their assuming duties of office. The Union shall notify the Employer promptly of any changes of such Union Committee.

Section 5.5. Authorized Union Activity

The Employer agrees that during working hours, on the Employer's premises, subject to the approval of the immediate supervisor, which shall not be unreasonably withheld, and without loss of pay, Union Representatives shall be allowed to:

- A. Post Union notices on designated bulletin boards;
- B. Distribute Union literature using department mail, or by hand-outs;
- C. Transmit communications, authorized by the Local Union and its Officers, by handout only in Employee's mailbox.

ARTICLE VI

EMPLOYER RIGHTS AND OBLIGATIONS

Section 6.1. 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 and 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 President of the Board of Trustees, 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 6.3 below.
- L. To determine the qualifications of applicants for positions of employment.

Section 6.2. Rights of President and Board of Trustees

The Mayor and Board of Trustees have the sole authority to determine the purpose and mission of the Village and to exercise powers and duties granted to the Village as a Home Rule Unit by the Illinois Constitution and Illinois State Statutes.

Section 6.3 Civil Emergency Provision

If in the sole discretion of the Mayor or the Board of Trustees 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 Board of Trustees during the time of the declared emergency, provided the wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor or the Board of Trustees, or their designee, shall advise the Union of the nature of the emergency. The Mayor or the Board of Trustees shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to 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.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1. Purpose of Article

The provisions of this Article are intended to provide the basis for calculating overtime pay.

Section 7.2. Work

The normal work week shall consist of four (4) work days, totaling forty (40) hours.

Section 7.3. Work Day

The scheduled hours of work are normally from 7:00 a.m. to 5:30 p.m. or 6:00 a.m. to 4:30 p.m., four (4) days per week, Monday through Friday. These scheduled hours may be changed by the Department Head, if needed, with advance notice. The Employer shall not change the scheduled hours as indicated above to avoid the payment of overtime.

“Hours worked” shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to sick leave, vacation leave, holiday leave and authorized time off. Employees shall receive a half hour unpaid lunch period each workday to be taken approximately midway during the workday. An additional fifteen (15) minutes for travel/cleanup with pay. If a lunch period is interrupted by a supervisor requesting work during that time, the employee will be compensated at the appropriate rate of overtime pay for the full half hour scheduled lunch period.

All employees shall receive a fifteen (15) minute paid rest period during each four (4) hours of work. Full-time employees may combine their breaks and lunch period. Employees who are denied breaks shall be paid for that time at the appropriate rate of pay.

Section 7.4. Work Shift

A work shift is defined as a regularly recurring period of work with a fixed starting and ending time exclusive of overtime work.

Section 7.5. Overtime Payment

- A. All Sunday work shall be paid at time and one half. If an employee is scheduled to work a paid Holiday, the employee shall be compensated at a rate of time and one half the employee’s regularly hourly rate of pay in addition to receiving holiday pay (i.e., double time and one half, for all hours worked on that day).

- B. Time and one-half shall be paid for any hours worked outside the normal scheduled hours listed in Section 7.3 above.

Section 7.6. Emergency Call Back

- A. A Foreman who is called by an employee, police/fire dispatch, automatic dialer, SCADA system, weather report service, or superintendent outside his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours paid at the employee's time and one half rate of pay, whichever is greater. Such time starts when the Foreman is called.
- B. An employee who performs the calls outs of other Public Works employees shall receive compensation at the employee's time and one half rate of pay, for a minimum of two (2) hours or the amount of time needed for calling employees out, whichever is greater. It is understood that bargaining unit members shall be given the opportunity to perform this work prior to other Village employees. Bargaining unit employees shall be called out for snow to drive after all available rostered snow plow drivers have been utilized on a shift and before any contractor(s) are called out.

Section 7.7. Overtime Worked at Employees Option

Overtime work will be voluntary as posted by seniority. There will be no discrimination against an employee who declines to work overtime except for emergencies, i.e., snow removal.

Section 7.8. Compensatory Time

Compensatory time is accumulated at the appropriate rate of overtime and placed in a compensatory time bank at the discretion of the Foreman in lieu of monetary compensation for overtime. The Director of Public Works or his designee must approve the time or times at which the Foreman may take said compensatory time. All requests for compensatory time off shall be in writing and submitted to the Director or his designee for approval. The approval of the Director or his designee shall not be unreasonably withheld.

A compensatory bank shall allow a Foreman to accrue said compensatory time up to a maximum of eighty (80) hours in any given year, however the employee must utilize or cash out any accrued hours in excess of fifty (50) hours by the end of the calendar year.

Section 7.9. Telephone Stipend

In recognition that employees utilize their own personal cellular telephones for purposes that benefit the Employer, each employee shall receive a stipend equal to \$54.54 per month.

Section 7.10. Uniforms and Boots

The Employer shall provide all necessary uniforms, boots and protective clothing, and replacements thereof as needed as reasonably determined by the Employer.

**ARTICLE VIII
PERSONNEL FILES**

Section 8.1. 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. Such permission shall not be unreasonably withheld.

ARTICLE IX DISCIPLINE

Section 9.1. Employee Discipline

The Employer shall not discipline or discharge any post-probationary 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.

Section 9.2. 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.

- Counseling;
- Oral reprimand;
- Written reprimand;
- Suspension (notice to be given in writing);
- Discharge (notice to be given in writing).

For disciplinary action regarding written reprimands, suspensions and discharges the Employer shall call for a meeting with the employee and notify the Union in advance of the meeting. 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. An employee is entitled to Union representation, if so requested by the employee and the employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such contemplated discipline. Reasonable extension of time for rebuttal purposes may be allowed when warranted and if requested.

Section 9.3. 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 9.4. Disciplinary Meeting

For discipline other than counseling, the Employer shall meet privately with the Employee involved and, if the Employee so designates, the Union Steward to inform him/her of the reason for such disciplinary action.

Section 9.5. Notification and Measure of Disciplinary Action

1. In the case of oral reprimands, the Supervisor must inform the Employee that he is receiving an oral reprimand. The Employee shall also be given reasons for the oral reprimand.

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

Section 9.6. Removal of Discipline

Any oral and written reprimand shall be removed from the Employee's record if no further action is taken on the matter which resulted in the reprimand at the annual review.

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

ARTICLE X

GRIEVANCE PROCEDURE

Section 10.1. Definition of Grievance

A grievance is a specific claim of an employee, a group of employees (with respect to a single common issue), or the Union 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 10.2. Procedure

A grievance shall be processed in the following manner:

Step 1: Any employee, with his Union steward, covered by this Agreement, or the Union, 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 or the Union. 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 Department Director or his designee within five (5) working days after the designated supervisor's answer in Step 1. 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 3: If the grievance is not settled in Step 2, 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 2. 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 shall give the Village's written answer to the Union Steward or designee within five (5) working days following the meeting.

Section 10.3. Arbitration

If the grievance is not resolved at Step 3 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 (“AAA”), 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 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 X, Section 10.7.

The Arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend, 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 10.4. 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 grievance was initiated.

Section 10.5. 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 there to governing the dissemination

of such materials.

Section 10.6. Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the employee or the Union 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 10.7. 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 grievance 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 10.8. 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 XI
SUB-CONTRACTING

Section 11.1. 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 XII
NO STRIKES/NO LOCKOUTS

Section 12.1. 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, or speedup. 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 12.2. Union Responsibility

The Union agrees to notify all bargaining unit employees of their obligation and responsibility for maintaining compliance with this Article.

Section 12.3. 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 12.4. 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. Both parties agree not to be arbitrary or capricious in exercise of their rights there under.

ARTICLE XIII
SENIORITY

Section 13.1. Definitions

- A. Seniority is hereby defined as the full-time Employee's length of continuous service after initial date of employment by the Employer.
- B. Continuous Service shall commence on the full-time date of hire. An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. There shall be no deduction from continuous service for any time lost less than thirty (30) days which does not constitute a break in continuous service. No benefits or seniority will accumulate after thirty (30) days of time lost.

- C. Probationary Employees: New Employees shall be considered probationary Employees for the first six (6) months of their employment. When an Employee finishes his probationary period, he will be entered on the seniority list of the unit as of the original date of employment. The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment.
- D. Seniority Rosters: No later than one (1) month after the effective date of this Agreement and quarterly thereafter, the Employer shall prepare and post on all Employee bulletin boards seniority rosters for the bargaining unit. Two copies shall be furnished to the Union. The roster will list each Employee in the order of seniority and reflect each Employee's date of seniority. The Employer will provide the Union with information that is necessary to keep the seniority list up-to-date yearly. When two (2) or more Employees have the same seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the Employer.

Section 13.2. Transfers

- A. Whenever a job opening occurs within the bargaining unit, a notice of such opening shall be posted by the Employer on all bulletin boards for seven (7) calendar days.
- B. During this period, Employees who wish to apply for the open position or job, including Employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Human Resources Department.
- C. Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. The qualified Employee with greatest seniority shall be transferred. This provision shall apply to positions in the bargaining unit.
- D. For the purpose of this Agreement, a vacancy shall be defined as an opening within the bargaining unit for which funds have been appropriated and the appropriate appointing authority has requested the position be filled.
 - 1. Whenever a vacancy exists, the position will be posted within each department for a minimum seven (7) calendar days. Employees desiring to be considered for said vacancy shall make written application for the position on forms prescribed by the Village of Bolingbrook no later than five (5) o'clock on the closing date set forth on the transfer announcement.
- E. The Department Heads shall make all determinations of the qualification of the applicants applying for transfer. Among those Employees determined to be qualified to perform the work required, the Employee having the most seniority shall be appointed to the position.
 - 1. In the event the appointing authority determines that the most senior, most qualified candidate for transfer is not the best candidate for the transfer, it may appoint the next most senior qualified applicant to the position; provided, however, that the appointing authority shall notify the senior applicant in writing stating the reason for his rejection. The senior applicant may appeal the decision of the authority through the grievance procedure.

Section 13.3. Layoff and Recall

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in extreme emergency situations wherein such period of notice may be reduced. The Employer shall give the Union an opportunity to present alternatives to the decision to layoff.

In the event of a layoff, employees shall be laid off in inverse order of seniority as within the bargaining unit. Prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected Department shall be laid off or terminated, as the case may be.

The names of laid off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in seniority order. The Employer shall not hire any new employees in the Public Works Department until all bargaining unit employees are recalled.

ARTICLE XIV HOLIDAYS

Section 14.1. Recognized Holidays

Full-time Employees shall receive compensation equivalent to a 10-hour day for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day
- Two (2) floating holidays to be taken at Employee's preference, with supervisor's approval.

Full retroactive to May 1, 2010.

Section 14.2. Holiday Benefit Increase

If at any time during the duration of this Contract any other Employee group receives an increase in any holiday benefit all Employees covered under this Agreement shall also receive the same increase.

ARTICLE XV

VACATIONS

Section 15.1. Vacation Accumulation Rate

Annual vacation leaves apply only to full-time Employees who have completed their initial probationary period and are subject to the following conditions:

1. 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 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 5th anniversary date through the

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

2. Schedule: Requests for vacation leave shall be made in advance to permit Department Directors to publish and post a vacation schedule. Approval of vacation requests will not be unreasonably withheld.
3. Criteria: In establishing department vacation schedules, it will be the responsibility of each Department Director to consider both the wishes of the Employee and the efficiency of the operation involved.
4. Periods: Vacations will be scheduled in increments of one week. Smaller increments will be permitted if approved in advance by the Department Director. Vacation may be granted under emergency conditions without advance approval at the discretion of the Department Director. To provide as much opportunity as possible for all Employees to enjoy their vacation time as nearly as possible to the dates desired, no more than two (2) consecutive weeks may be taken at one time by one individual.
5. Advance Vacation Pay: Employees on vacation leave will be paid normal wages and salaries that would have been earned had they worked during the same period. Vacation pay will be advanced to Employees provided that a written request is forwarded by the Employee, approved by the Department Director and submitted to the Finance Department along with the normal departmental payroll forms that are processed on the Monday before each Friday payday. To meet this schedule,

Employees requesting advance vacation pay should submit their written request to the Department Director no later than the Friday before the payday on to which they wish to receive their advance vacation pay.

6. Records: The Department Director will maintain a record of all vacation schedules and leave time. This report shall be kept current and subject to review by Employees when requested. Payroll records will be checked when necessary to verify actual vacation leave time taken to reconcile departmental records.
7. Carryover: All vacation time must be used during the year scheduled. There shall be no carry-over of vacation time without prior written approval of the Village Attorney. Any unused vacation, not taken by the Foreman's anniversary date, may be transferred into the Foreman's compensatory time bank, up to the limit of the compensatory bank as provided in Section 7.8 of this Agreement.
8. Vacation Pay Upon Separation: Employees shall be entitled to vacation pay equal to their regular pay for all accrued annual leave upon separation from the Village service, provided they have completed the probationary period.

ARTICLE XVI

LONGEVITY INCENTIVE

Section 16.1. Longevity Criteria

In addition to the pay plan, the Employer shall pay all full-time Employees, by single separate check, for length of continuous service as follows:

<u>LENGTH OF SERVICE</u>	<u>LONGEVITY PAY</u>
8 – 11 Years	\$500.00 per year
12 - 15 Years	\$750.00 per year
16 – 19 Years	\$1,000.00 per year
20 Years and up	\$1,400.00 per year

ARTICLE XVII

SICK LEAVE

Section 17.1. Purpose

The purpose of sick leave is to provide an Employee with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties. 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 the dependent requires extended care.

Section 17.2. Notification

All employees are required to give proper and timely notice of all absences as determined by the Department Director. Failure to provide such notice will constitute absence without leave.

Section 17.3. Verification

The Village Attorney or the Department Director or their designated representative shall have the right to require documentation to support the reason given for any absence by an employee. Verification of any documentation presented by the employee may be made prior to the approval of sick pay. Any employee on sick leave may be required to submit a release from the doctor allowing them to return to work or submit to a physical examination by a medical physician appointed by and at the expense of the Village of Bolingbrook in order to determine the extent of physical disability, prognosis, and possible date of return to work. The failure or refusal by an employee to submit such an examination is cause for disciplinary action including the disallowance of any sick pay request, cancellation of leave of absence or termination of employment.

Section 17.4. Eligibility

1. Full-time Employees accumulate sick leave at the rate of eight hours per month, up to a maximum of 2,400 hours.
2. 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. The provision shall not apply to Employees on probation due to promotion.
3. Seasonal and part-time Employees will not earn sick leave. Any part-time Employee who has worked continuously for the Village for a period in excess of six (6) months prior to beginning full-time employment may be granted three (3) months credit towards eligibility.
4. Employees are permitted to accrue sick leave up to a maximum of 120 days (960 hours) for purposes of sick leave incentive. Upon retirement, layoff, or voluntary separation in good standing and after a minimum of five years of continuous service, and Employee shall be paid at his current hourly rate of pay for 50% of his accumulated sick leave, to a maximum of 480 hours of pay.
5. Employees who are ill and unable to work but do not have accumulated sick leave may be granted personal leave without pay, not to exceed one year.

Section 17.5. Sick Leave Accumulation

No sick leave shall accumulate while an employee is off work because of an unpaid leave of absence.

ARTICLE XVIII

SAFETY

Section 18.1. Cooperation

The Employer and the Union agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

Section 18.2. Safety Committee

One (1) Employee designated by the Union and one (1) person 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 recommendations shall not be binding upon the Employer or the Union.

Section 18.3. Disabling Effects

No Employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition until the disabling condition has been corrected.

ARTICLE XIX

EMPLOYMENT DEVELOPMENT AND TRAINING

Section 19.1. 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 principals of career ladders and promotions within the organization. The Employer encourages Employees to participate in job related training and education programs.

Section 19.2. 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 19.3. 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. Beginning May 1, 2006, the Employer will limit reimbursement for tuition costs to a maximum of fourteen hundred (\$1,400.00) dollars per fiscal year (May 1st through April 30th) per Employee.
- c. The program is job related and the Employee has requested and received prior approval from his Department Director before enrollment.

- d. The Employee attends and 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.
- g. The Employer will reimburse the Employee a maximum of 50% of the cost of books and supplies.

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 fourteen hundred (\$1,400.00) dollars per fiscal year (May 1st through April 30th) per Employee.
- 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 EPA 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 documentary evidence that failure is due to attendance.

Section 19.4. Travel Expense Reimbursement for On Duty Training

Employees who are required to use their personal automobiles in the course of performing their duties for the Village shall be paid an automobile allowance at the prevailing rate. Whenever possible, Village Employees should use Village cars when traveling on Village business. Travel regulations are set forth in the Village Travel Regulation and Reimbursement Policy.

ARTICLE XX

INSURANCE AND OTHER BENEFITS

Section 20.1. Group Hospital and Medical Plan

All full-time Employees and their eligible 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 A. Said Employee payments for premiums shall not be increased further during the term of this Agreement without the consent of the Union.

1. The rates for health insurance premiums for each category in the matrix (Appendix A) shall increase each April 30th during the term of this contract by 10% (per cent).
2. Chiropractic services shall be “capped” at \$1,000.00 per year.
3. Prescription contraception shall be covered under the group prescription plan.
4. The Employees shall be allowed to participate in a “Full Cafeteria” section 125/129 plan for health care costs.

Section 20.2. Dental Insurance

An optional dental program is available to regular full-time Village Employees at their expense. If an Employee/dependent fails to elect dental coverage within thirty (30) days after he first becomes eligible, but the Employee/dependent thereafter elects to receive dental coverage, no dental benefits, other than for Preventive Services – Coverage A, are payable until the time when the Employee/dependent has been covered under the Plan for a period of 12 consecutive months.

Section 20.3. 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 up to a maximum benefit of \$200,000.00. 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 \$200,000.00 (i.e., for a combined total of \$400,000.00). 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, \$2,500.00 term life insurance rider covering each dependent.

Section 20.4. Retirement Health Insurance

When a qualified Employee retires from employment with the Employer (a “Retired Employee”), the Retired Employee shall be eligible for a Health Insurance Premium Benefit (the “Benefit”). The Benefit shall consist of payment of the monthly health insurance premium for the Retired Employee and the Retired Employee’s spouse, if any, for insurance under the Employer’s group health plan for its Employees. The Benefit payments shall be solely payable from the Bolingbrook Retired Employees Health Insurance Premium Fund (the “Fund”), as hereinafter described. Eligibility for the Benefit shall terminate when the Retired Employee becomes eligible for Medicare or reaches the age of 65, whichever is earlier. The Benefit program shall commence on January 1, 2003 and shall continue through the term of this Agreement.

- A. Definitions: As used herein, the following terms shall have the meanings hereinafter ascribed to them:
 1. “Annual salary” shall mean (a) for the Employer’s non-unionized Employees, the Employee’s base salary, excluding overtime compensation, fringe benefits, etc., and (b) for the Employer’s unionized Employees, the annual salary as defined in the pertinent collective bargaining agreement.

2. "Eligible Retired Employee" shall mean a Retired Employee who meets the eligibility criteria necessary to receive or to continue to receive the Retirement Health Insurance Premium Benefit.
 3. "Employee" shall mean a full-time Employee of the Village of Bolingbrook. The term shall include both unionized and non-unionized Employees.
 4. "Employer" shall mean the Village of Bolingbrook.
 5. "Retired Employee" shall mean an Employee who has retired from active service with the Village with an attained age and accumulated credible service, which together qualify the Employee for the immediate receipt of pension benefits under the laws of the State of Illinois. An Employee who retires, but who defers retirement pension benefits, is not a "Retired Employee" and shall be ineligible for the benefit.
- B. Retirement Health Insurance Benefit: A Retirement Health Insurance Benefit (the "Benefit") shall be available to Eligible Retired Employees from the Health Insurance Premium Fund (the Fund").
1. The Benefit shall consist of payment of the monthly health insurance premium for the Eligible Retired Employee and the Eligible Retired Employee's spouse, if any, for insurance under the Employer's group health plan for its Employees. The Benefit payments shall be solely payable from the Fund.
 2. Retired Employees are solely responsible for any health insurance premiums in excess of the value of the Benefit, including without limitation dental insurance and dependent coverage.
- C. Eligibility Requirements: In order for a Retired Employee to be eligible to receive the Benefit, the following additional eligibility requirements shall be met by the Retired Employee.
1. If the Retired Employee has retired after January 1, 2003 but before January 1, 2008, the Retired Employee shall (a) pay a one-time contribution to the Fund in an amount equal to 1/12 of 1% of the Retired Employee's most recent annual salary for each month that the Retired Employee's date of retirement precedes January 1, 2008, but no more than 5% in the aggregate, and (b) the one-time contribution to the Fund shall be made within 30 days of the Retired Employee's date of retirement from the Employee's service or the adoption of this policy, whichever is later.
 2. If an Employee retires on or after January 1, 2008, the Employee must have at least 5 years of continuous service with the Employer immediately prior to retirement to be eligible for the Benefit. Years of continuous service will include service for the Employer as either a unionized or non-unionized Employee.

3. An Employee who does not meet the definition of a Retired Employee shall be ineligible for the Benefit.
4. Notwithstanding the foregoing, to the extent that different eligibility criteria for the Benefit are set forth in collective bargaining agreements for unionized Employees, the terms of the collective bargaining agreement shall control with respect to eligibility.
5. A Retired Employee shall only be eligible for the Benefit during the period of time that the Retired Employee is actually receiving the pension benefits authorized by Illinois Law.

D. **Benefit Funding Program:** The Benefit shall be provided through the operation of the Fund. Contributions to the Fund shall be made on a pro rata monthly or other basis. The Fund shall receive the following sources of funds in order to provide the Benefit:

1. An Employee contribution beginning on January 1, 2003, in an amount equal to 1% of Union Employee annual salaries.
2. A fringe benefit contribution made by the Employer on behalf of each Union Employee in an amount equal to 1% of the Union Employee's annual salary.
3. Employee contributions in the amount established by collective bargaining agreements with the Employer's Union Employees, but not less than the percentage of annual salary per Employee set forth in Section D1.
4. Employer contributions in the amount established by collective bargaining agreements.
5. Any earnings from the investment of Fund assets.

E. **Administration of the Fund:** The Fund Administrator shall be the Finance Director of the Village of Bolingbrook, who shall be responsible for the collection of funds, investment of funds, and payment of Benefits.

An Oversight Review Committee shall meet annually to review and monitor receipts and disbursements from the Fund. The Oversight Review Committee shall consist of: 1. One representative chosen by the Mayor to represent the Employer; 2. Two members chosen by the non-unionized Employees; 3. Two members chosen by the Village of Bolingbrook Police Union; and 4. Two members chosen by the Village of Bolingbrook Firefighters Union.

F. **Alterations in Funding:** In the event there is a good reason to believe, based upon competent actuarial analysis, that the funds available in the Fund are or will be insufficient to pay the benefits for all Retired Employees, the Employer and the Oversight Review Committee, upon the request of either party, shall strive together to formulate a resolution of the deficiency. The resolution may involve any of the following:

1. Making additional Employer and Employee contributions; or
 2. Reducing the percentage of the Premiums paid; or
 3. Modifying the Benefits package to reduce the premium cost; or
 4. A combination of these or other changes that ensure the continuance of the medical insurance benefit that may be mutually agreeable to the parties.
- G. Termination of the Benefit: A Retired Employee shall no longer be eligible for the Benefit, and the Benefit shall terminate with respect to such Retired Employee, his/her spouse or dependents when the Retired Employee either becomes eligible for Medicare or reaches age 65, whichever is earlier.

In the event a Retired Employee who is receiving the Benefit dies before the Benefit would otherwise terminate, as hereinabove provided, the Benefit shall continue in effect until the date of the Retired Employee's 65th birthday.

Section 20.5. Paychecks

All Employees will have their paychecks direct deposited to their bank, with the corresponding pay stubs delivered to their department mailbox, except for those employees who choose to receive paychecks directly. Employees receiving paychecks directly shall have their paychecks placed in their department mailbox by 3:30 p.m. on the Thursday preceding payday.

It is the parties' understanding that a benefit as provided in this Article or as may be modified by the agreement of the parties shall continue in any successor contract. However, because there may be changes in Federal or State Law, or the cost of premiums, or the sufficiency of funds that cannot now be precisely accounted for, the parties have provided for addressing such changes in future contracts through good faith negotiations within the parameters described above.

The parties further agree that the Employer may not terminate the existing Benefit from future contracts. Any dispute as to the continuance of such benefit as part of a successor agreement may be submitted to interest arbitration at the election of either party.

The funds contributed and investment earnings shall be segregated in a separate account of the Employer entitled "Bolingbrook Retired Employees' Health Insurance Premium Fund." The Fund shall be administered by the Village of Bolingbrook Finance Director, who shall serve as a Trustee and who shall hold, invest and distribute all monies in the Fund account for the benefit of the active and retired members of the Village. The parties agree that representatives of the Employer, the Union and other Village Employees shall be placed on an Oversight Review Committee to review and monitor receipts and disbursements within the Fund Account and to ensure a proper accounting of the Fund Account.

ARTICLE XXI

LEAVE OF ABSENCE

Section 21.1. Bereavement Leave

Funeral leave shall be granted in the event of a death of a member of a full-time or part-time Employee's immediate family. Additional bereavement leave may be granted by the Department Director under unusual circumstances with the approval of the Village Attorney. An 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 bereavement leave. The Department Director may grant one (1) day off with pay, the day of the funeral, for individuals not specifically named, provided the Employee attends the funeral of said relative. The Employee must notify the Department Director before the time of this absence to be eligible for funeral leave. The Village Attorney may require evidence to substantiate the eligibility of an Employee for paid funeral leave.

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

<u>Hours</u>	<u>Family Member</u>
40 Hours	Spouse, child, stepchild, parent, parent of spouse, step parent, step parent of spouse
30 Hours	Brother, sister, grandparent or grandchild
10 Hours	Aunt, uncle, niece, nephew, son-in-law, daughter-in-law, grandparent of spouse, grandchild of spouse, brother-in-law, sister-in-law

It is understood consecutive days will be used in 10 hour increments.

Section 21.2. Military Leave

Military leave will be subject to the following conditions:

Long-term enlistments and calls

Full-time Employees entering the active military service of the United States by draft, enlistment, or by call to active duty through the Reserve or National Guard units shall be granted a leave of absence without pay to extend for ninety (90) days beyond the date of termination of active military service. At or prior to the expiration of the military leave, the Employee must inform the Village Attorney of his discharge under honorable conditions from military service. The Employee shall thereupon be returned to his former or similar comparable position, providing he is capable of carrying out the duties. Employees granted a military leave may count such service as time spent on the job for computing length of Village service. Re-employment rights are granted for a period not to exceed five (5) years unless the individual's military obligation is extended by law.

Short-term duty

Military leaves of short duration not to exceed fifteen (15) calendar days will be granted at the written request of the Employee. Such leaves shall not exceed the days indicated regardless of the number of training periods in the year. All leaves approved will be without pay, provided the Employee may be allowed to take vacation leave while serving on military duty.

Section 21.3. Jury Duty

Full-time and part-time Employees covered by this Agreement shall be granted leave of absence when required to serve jury duty. It is expected that the Employee provide the Village with prior written notice of jury duty as far in advance as is possible. Employees required to serve on jury duty will be paid their normal rate of pay while on leave, less the amount received by the Employee for serving jury duty. Documentation of time served on jury duty, as well as pay received for such service is required immediately upon the Employee's return to work.

Section 21.4. Leaves Without Pay

Full-time and part-time Employees may be granted a leave of absence without pay for appropriate reasons, if permission is granted by the Department Director and approved by the Mayor. Employees who are granted a leave without pay shall not accrue benefits during the period of leave. A former Employee who is reinstated within one (1) year after leaving the Village service may have the time away from Village appointment counted as leave without pay. Reinstatement is contingent upon a position being available and requires the approval of both the Department Director and Mayor.

Section 21.5. Records of Leave

The Finance Director shall be responsible for maintaining all records relative to benefits including days of vacation, sick leave accrued, and compensatory leave. An Employee may inspect his personal records at any reasonable time.

Section 21.6. Extended Leave/Accrual of Benefits and Additional Compensation

Employees on paid leave for periods of less than thirty (30) consecutive calendar days shall continue to accrue all employee benefits including sick leave, annual leave and paid holidays. Employees on extended leave, including sick leave, worker's compensation, maternity leave or such other leave as may be authorized by the Village for periods exceeding thirty (30) days, shall be subject to the following:

1. No salary adjustments or pay raises will occur while an employee is on extended leave.
2. No sick leave will be accrued while an employee is on extended leave, however previously accumulated sick leave will remain in the bank and utilized by the employee under appropriate circumstances when approved by the Department Director.
3. Employees shall not accrue vacation or holiday leave while on extended leave.

Section 21.7. Absence Without Leave

An Employee shall be considered absent from work without leave if the Employee fails to provide proper and timely notice to the Village of any absence from work. Any unauthorized absence from work for any part of a day or full day shall constitute just cause for appropriate disciplinary actions. Such absence in excess of three (3) occurrences shall be cause for termination.

Section 21.8. Family and Medical Leave

An Employee shall be eligible to receive up to twelve (12) weeks of unpaid family and medical leave during a twelve (12) month period of time, measured forward from the first date leave is used, under the following situations:

1. Upon the birth or adoption of a child;
2. When needed to care for a spouse, child or parent who has a serious health condition; or
3. When an Employee is unable to perform his or her job because of the Employee's own serious health condition.

To be eligible to take leave under the Family and Medical Leave Act (FMLA), an Employee must have worked for the Village of Bolingbrook for at least twelve (12) months and for at least 1,250 hours during the year immediately preceding the start of the leave.

An Employee who requests such leave should advise his or her department director in writing in advance stating the reason and amount of time requested to be taken. Upon return from leave, the Employee will be placed in his or her former position or an equivalent position with equivalent pay and benefits.

During this leave of absence, the Employer will provide all health care benefits that the Employee received while in full time Employment. However, no vacation, sick or holiday time will be accrued. Employees may elect to use their accrued vacation time during this twelve (12) week period of time.

Section 21.9. Special Leave of Absence

Any Employee may, upon written request to his Department Head, be granted, at the Village's discretion, a special leave of absence with or without pay under such terms and conditions as the Village may establish.

Section 21.10 Approved Leave of Absence/Seniority

Employees on approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the IMRF). Upon return the Employee shall be reinstated in his/her regular position.

ARTICLE XXII

SAVINGS

Section 22.1. Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America, the State of Illinois, or the County of Will, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII

WAGES

<u>Classification</u>	<u>5/1/2010</u>	<u>5/1/2011</u>	<u>5/1/2012</u>
Foreman Trainee*	\$78,074.27	\$79,245.38	\$80,434.06
Foreman I	\$85,550.51	\$86,833.77	\$88,136.28
Foreman II**	\$87,871.86	\$89,189.94	\$90,527.78

* Upon completion of a one year training program, a trainee shall be promoted to Foreman.

** Foreman II includes those positions requiring licenses, Department of Agriculture licenses, IMSA certification, ASE certification, Associates Degree and/or completion of 75 hours of Employer approved training or certification courses. Upon completion of the required training and/or certifications by the Foreman I, the employee will be advanced to a Foreman II at the start of the next fiscal year.

ARTICLE XXIV
LABOR MANAGEMENT MEETINGS

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XXV
TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 60 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date, unless otherwise mutually agreed upon by the parties.

EXECUTED THIS 9th day of February, 2011, after approval by the Village of Bolingbrook and after ratification by the Union membership.

VILLAGE OF BOLINGBROOK

Mayor

Village Clerk

IUOE, LOCAL 150 AFL-CIO

President-Business Manager

Field Attorney

APPENDIX A

February 2011 – December 31, 2011

<i>Plan Number</i>	<i>Plan Description</i>	<i>Employee</i>	<i>Employee + 1 Dependent</i>	<i>Employee + Family</i>
<u>1</u>	<i>\$100 deductible/\$600 Max. Out of Pocket</i>	<i>\$90.18</i>	<i>\$114.34</i>	<i>\$143.34</i>
<u>2</u>	<i>\$100 deductible/\$750 Max. Out of Pocket</i>	<i>\$79.71</i>	<i>\$98.13</i>	<i>\$119.87</i>
<u>3</u>	<i>\$100 deductible/\$1000 Max. Out of Pocket</i>	<i>\$77.71</i>	<i>\$83.85</i>	<i>\$91.08</i>
<u>4</u>	<i>\$500 deductible/\$1000 Max. Out of Pocket</i>	<i>\$24.04</i>	<i>\$27.49</i>	<i>\$37.45</i>

January 1, 2012 – December 31, 2012

<i>Plan Number</i>	<i>Plan Description</i>	<i>Employee</i>	<i>Employee + 1 Dependent</i>	<i>Employee + Family</i>
<u>1</u>	<i>\$100 deductible/\$600 Max. Out of Pocket</i>	<i>\$99.20</i>	<i>\$125.77</i>	<i>\$157.67</i>
<u>2</u>	<i>\$100 deductible/\$750 Max. Out of Pocket</i>	<i>\$87.68</i>	<i>\$107.94</i>	<i>\$131.86</i>
<u>3</u>	<i>\$100 deductible/\$1000 Max. Out of Pocket</i>	<i>\$85.48</i>	<i>\$92.24</i>	<i>\$100.19</i>
<u>4</u>	<i>\$500 deductible/\$1000 Max. Out of Pocket</i>	<i>\$26.44</i>	<i>\$30.32</i>	<i>\$41.20</i>

January 1, 2013 – December 31, 2013

<i>Plan Number</i>	<i>Plan Description</i>	<i>Employee</i>	<i>Employee + 1 Dependent</i>	<i>Employee + Family</i>
<u>1</u>	<i>\$100 deductible/\$600 Max. Out of Pocket</i>	<i>\$109.12</i>	<i>\$137.24</i>	<i>\$173.43</i>
<u>2</u>	<i>\$100 deductible/\$750 Max. Out of Pocket</i>	<i>\$96.44</i>	<i>\$118.73</i>	<i>\$145.04</i>
<u>3</u>	<i>\$100 deductible/\$1000 Max. Out of Pocket</i>	<i>\$94.02</i>	<i>\$101.46</i>	<i>\$110.20</i>
<u>4</u>	<i>\$500 deductible/\$1000 Max. Out of Pocket</i>	<i>\$29.08</i>	<i>\$33.35</i>	<i>\$45.32</i>