

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 12-055

TITLED:

APPROVING NEGOTIATED AGREEMENT BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE
BOLINGBROOK PROFESSIONALS CHAPTER #522
AND THE VILLAGE OF BOLINGBROOK

VILLAGE CLERK
VILLAGE OF BOLINGBROOK

ORDINANCE NO. 12-055

**ORDINANCE APPROVING NEGOTIATED AGREEMENT BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK
PROFESSIONALS CHAPTER #522 AND THE VILLAGE OF BOLINGBROOK**

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and the Metropolitan Alliance of Police Bolingbrook Professionals Chapter #3, 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 negotiated agreement between the Village and the Metropolitan Alliance of Police Bolingbrook Professionals, Chapter #522, 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to the subject matter contained in this ordinance or the agreement attached hereto shall be, and they are hereby, repealed and shall be of no further force and effect.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 14th day of August, 2012.

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

NAYS: None

ABSENT: None

APPROVED THIS 14th day of August, 2012.

ATTEST:


VILLAGE CLERK


MAYOR

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON AUGUST 15, 2012.

LKL\164073W\7/31/12

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.

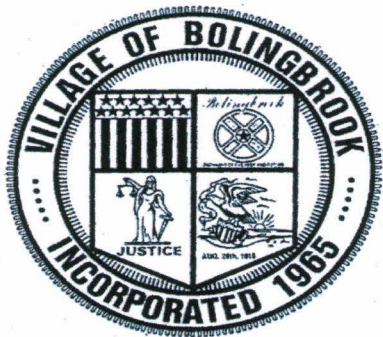
I further certify that on August 14, 2012, the Corporate Authorities of such municipality passed and approved Ordinance 12-055 entitled:

APPROVING NEGOTIATED AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK PROFESSIONALS CHAPTER #522 AND THE VILLAGE OF BOLINGBROOK

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

The pamphlet form of Ordinance 12-055 including the Ordinance and a cover sheet thereof, was prepared on August 15, 2012. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 15th day of August, 2012.



Carol S. Penning

Carol S. Penning, CMC
VILLAGE CLERK

AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF
POLICE
BOLINGBROOK PROFESSIONALS
CHAPTER #522**

AND

THE VILLAGE OF BOLINGBROOK

2010 to 2015

JULY 30, 2012

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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 **Metropolitan Alliance of Police Bolingbrook Professional Chapter #522** (hereinafter referred to as the "Union" or the "Chapter").

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

WHEREFORE, 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 1.1. 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 2.1. 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 with the titles:

SEE APPENDIX "C "

Section 2.2. 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 2.3. 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 contained herein in Article V, the parties agree that they commence such grievance at Step 2, Department Director through Arbitration.

Section 2.4. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.1. 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;

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and

1. To determine the qualifications of applicants for positions of employment.

Section 3.2. 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 3.3. 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 Unions 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.

Section 3.4. 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 4.1. Access to premises by Union Representatives. The Employer agrees that local representatives and officers and MAP 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 4.2. MAP President. The President of Metropolitan Alliance of Police Bolingbrook Professionals Chapter #522 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 4.3. 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 4.4. Union Bulletin Boards. The Union will have the right to post notices on

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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 unreasonable denied.

Section 4.5. Information Provided to Union. Upon request by the Union, the Employer shall give the local Union official all personnel change forms for such transactions involving bargaining unit employees. In addition, upon request by the Union, the Employer shall furnish the Union the current seniority roster applicable under the seniority provisions of this Agreement. The Union will be allowed to discuss Union policies and give new employees a copy of the Union contract during their personal time. Contact of this nature will be allowed on the premises.

Section 4.6. 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;

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.

Section 4.7. Fair Share. During the term of this Agreement, Employees, covered by this agreement, who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 4.8. Union Indemnification. The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, except where such action has been prosecuted or initiated by the Employer.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A grievance is a specific claim of an employee, a group of

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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 5.2. 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 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, 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 5.3. 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 ten (10) 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 or Federal Mediation and Conciliatory Service, requesting a list of five (5) arbitrators.

Upon receipt of the list of American Arbitration Association certified arbitrators, either Party may strike one (1) panel 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

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regulations outlined by the American Arbitration Association or the Federal Mediation and Conciliation Service. 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 submitted to him. The arbitrator or mediator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any Village ordinance. 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 5.4. 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 at 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 5.5. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, paper 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 5.6. 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 5.7. 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 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 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 5.8. Exclusion. During 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 6.1. Definition of Seniority. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time/part-time service since their last date of hire. Any full-time or part-time employee who is laid off for less than two (2) years shall retain all prior seniority upon recall.

Section 6.2. 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 6.3. 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 6.4. Termination of Seniority. An Employee shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of fifteen (15) continuous days, layoff, retirement, quits or voluntarily separates, is absent for more than three (3) days without notification to the Village, misrepresents a material fact(s) on his/her employments application and or gives a false reason for obtaining a leave of absence. Full seniority rights shall be reinstated under the following conditions:

1. An Employee resigns in good standing, requests and upon the recommendation of the Department Director, is reinstated by the Village within a period of one (1) year from the date of resignation.
2. An Employee retires due to disability and is later certified by the Village to be capable of resuming his duties and is returned to work by the Department Director.
3. An Employee is dismissed and later reinstated by court of competent jurisdiction.
4. An Employee is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes within one (1) year.
5. Any Employee shall not accrue seniority rights during the period of dismissal, resignation, layoff or retirement unless so specified by a court of competent jurisdiction.

Section 6.5. 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 the 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 6.6. 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 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 suspension or discharge.

- b. Any regular employee who is recalled to work, 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 employee who was 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 6.7. 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, all seasonal employee(s) shall be laid off first, followed by probationary employees per department. Thereafter, the employee(s) with the least seniority in the affected job classifications shall be laid off. The laid off employee(s) shall be entitled to bump the least senior employee in any 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 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 6.8. Recall. Employees who are laid off shall be recalled in inverse order of lay-off for the first vacancy for which they are qualified. Such right to recall shall be for a one (1) year period from date of layoff. Notice or 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 DESCRIPTION**

- 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.”

ARTICLE VIII **FILLING OF VACANCIES AND TRANSFERS**

Section 8.1. 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 8.2. Posting. Notice of regular bargaining unit vacancies shall be posted on bulletin boards in the Town Center, Public Works Division 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 8.3. 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

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employee will be selected over an outside applicant unless such applicant possesses demonstrably greater skill and ability.

Section 8.4. 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 8.5. 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 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.

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 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:

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 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 contemplated 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 contemplated 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 Union representative shall be given the opportunity to rebut or clarify the reasons for such contemplated discipline. Without a requirement for additional meetings, the Employer may allow reasonable extensions of time for rebuttal purposes when warranted and if requested. At the end of the disciplinary meeting the Employer may impose the contemplated discipline.

Section 9.5. 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 9.6. 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 the 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 (1) 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 time frames, such discipline shall not be used against an employee.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10.1. 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. Schedules shall be determined by the Employer.
- 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 10.2. 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 for those employees working offsite or away from the building that they are assigned to.

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 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 10.3. Overtime Computation. Any employee working in excess of forty hours in a workweek or outside their normal schedule in any workday shall be paid at a rate one and one-half (1 ½) 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 10.4. 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. All MAP employees required to be available for consultation in a 24 hour environment will be compensated with Compensatory time or overtime pay (calculated at 1.5 times the hourly rate of affected employee) for actual time spent consulting by telephone or other electronic means, at the employee's discretion. Any actual call outs of these personnel will compensated per Section 10.5 last paragraph herein.

Section 10.5. Overtime Distribution. Unscheduled overtime will be assigned to that employee responsible for that task with the appropriate training and experience.

Scheduled overtime will be assigned to that employee responsible for that task with the appropriate training and experience.

A minimum of two (2) hours guaranteed overtime pay will be given to an employee who is called out and responds to the callout, beyond their normal work schedule.

ARTICLE XI **HOLIDAYS**

Section 11.1. Holidays. The following are designated holidays for purposes of this Agreement. In recognition of these holidays, covered employees shall be entitled to one hundred four (104) hours as holiday time. Eighty-eight hours shall be utilized as "scheduled" holiday time, while sixteen (16) hours shall be utilized as "floating holiday time." The eighty-eight hours of scheduled holiday time are to correspond with the following:

- New Year's Day (Jan 1)
- Martin Luther King's Birthday (3rd Monday in January)
- President's Day (as celebrated by the Valley View School District)
- Memorial Day (as celebrated by the Valley View School District)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (Nov.11)
- Thanksgiving (4th Thursday in November)
- Day after Thanksgiving
- Christmas Eve (½ day)
- Christmas Day
- New Year's Eve (½ day)

The dates for utilization of the sixteen hours of "floating holiday time" may be selected by the Employee, subject to approval of the Department Head.

Section 11.2. 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 approved by the Department Director.

It is generally understood that, due to the nature of work performed by MAP employees covered by this Agreement, some of said employees would be scheduled to work on above twelve (12) scheduled holidays. Those MAP employees who are required to begin their shift

on scheduled holidays will be paid at a rate of two and on-half (2 ½) 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 ½) 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 11.3. 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 11.4. 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 11.5. Payment upon Separation. Upon separation from the Village service, the employee will be compensated for all accrued but unused holidays.

Section 11.6. Advance Notice. Employees scheduled to work a holiday shall be given as much advance notice as possible.

ARTICLE XII
VACATIONS

Section 12.1. Vacation Accumulation Rate. Full-time employees shall earn vacation at the rate of 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 thru 19 th anniversary | 160 working hours |
| 20 th anniversary and above | 200 working hours |

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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 12.2. 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 12.3. 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, 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 12.4. 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 12.5. 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 12.6. 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 12.7. 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 one hundred twenty (120) hour increments.

Section 12.8. 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 12.9. Separation from Service. Any Employee who is laid off, resigns, retires, pensions due to illness or injury 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 13.1. 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.

Employees shall start to accumulate sick leave credits as of the date of employment and shall be eligible for sick leave absences once they have accrued sick leave hours. Employees shall not accrue sick leave for any pay period during which they are laid off or other leaves of absences without pay.

Section 13.2. 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 13.3. 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 common 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 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 13.4. 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 13.5. 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 13.6. 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 for non police department employees and one (1) hour for police department employees, 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 13.7. 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 workdays 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 deduction 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 13.8. Sick Leave Incentive. Upon retirement, layoff, or voluntary separation in good standing and after a minimum of five (5) years of continuous service, fifty percent (50%) of an employee's accumulated sick leave (up to four hundred and eighty hours) shall be paid at his/her current hourly rate of pay. The remaining accrued but unused sick leave hours shall be utilized by IMRF for pension benefit purposes.

ARTICLE XIV
OTHER LEAVES OF ABSENCE

Section 14.1. 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 14.2. Bereavement Leave. In case of a death in the family, the Employer will allow a bereavement leave as follows:

| <u>Days</u> | <u>Family Member</u> |
|-------------|--|
| 5 days | Spouse, child, stepchild, parent, parent of spouse, step parent, step parent of spouse |
| 3 days | Brother or brother-in-law, sister or sister-in-law, grandparent or grandchild |
| 1 day | Aunt, uncle, niece, nephew, son-in-law, daughter-in-law, grandparent of spouse, grandchild of spouse |

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

Section 14.4. Jury Duty Leave. When MAP 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 14.5. Substantiation of Leave of Absence. The Employer may require substantiation of any leave of absence or request for leave of absence.

Section 14.6. 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 14.7. 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 14.8. 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 15.1. Wages. Wages shall be increased by amounts as reflected in APPENDIX A attached hereto and incorporated herein, retroactive to May 1, 2010 for all MAP 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. 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 15.2. Pay Periods. The salaries and wages of employees shall be paid in bi-weekly pay periods with payday falling on Friday.

Section 15.3. 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 15.4. 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 15.5. 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 15.6. 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

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the date of said 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 15.7. Language Incentive Pay. Effective May 1, 2012, 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, in the Village's discretion, he/she is assigned to a bi-lingual position. Proficiency in speech and writing as determined by testing will be required. The Employer shall select the test instrument to demonstrate proficiency:

| Bilingual Assignment | Additional Pay | Max Number of Employees |
|----------------------|----------------|-------------------------|
| Spanish | 3% | 1 |
| Hindu/Pakistani | 3% | 1 |
| Polish | 3% | 1 |

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

Section 15.8. Longevity Pay. Effective May 1, 2010, 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 |
|--|-----------|-----------|
| 8 th , 9 th , 10 th , 11 th , Anniversary Date | \$ 500 | \$250 |
| 12 th , 13 th , 14 th , 15 th , Anniversary Date | 750 | \$375 |
| 16 th , 17 th , 18 th , 19 th , Anniversary Date | 1,000 | \$500 |
| 20 th year Anniversary through retirement | 1,400 | \$700 |

Section 15.9. Cell Phone Reimbursement. Employees assigned to be on call, such as telecommunication supervisor, police department technician, ACO supervisor, IT personnel and ESDA personnel, shall be reimbursed in the minimum amount of \$40.00 per month for use of a personal cell phone for Village purposes.

ARTICLE XVI
REGULAR PART-TIME EMPLOYEES' FURLOUGH

Section 16.1. 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-

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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 16.2. 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 16.3. Lunch. Regular part-time employees scheduled for 8 hours will receive the same lunch as Section 2, Article X.

Section 16.4. 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 two hundred forty (240) 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 17.1. Group Hospital and Medical Plan. Full-time MAP 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. An open enrollment period will be established 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.

Section 17.2. 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 17.3. Dental. The Village agrees to administer an employee funded dental care program that has been approved by the Mayor and Board of Trustees.

Section 17.4. Health Insurance Coverage for Retirees. When an employee retires from employment with the Employer (a "Retired Employee"), the Retired Employee may 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. NOTE: Covered employees may obtain family medical insurance coverage in conjunction with the Benefit, provided the affected employee pays the difference between the premiums for family coverage and the premiums for "employee plus one" coverage. 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 be limited to Retired Employees who meet the criteria set forth below. Except as provided below, eligibility for the Benefit shall terminate when the Employee becomes eligible for Medicare or reaches the age of 65, whichever is earlier. The Benefit program shall continue through the term of this Agreement. In the event that 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.

1. A Retired Employee who has retired from active service with an attained age and accumulated creditable service which together qualify the Retired Employee for the immediate receipt of retirement pension benefits under the laws of the State of Illinois, shall be entitled to receive the Benefit during the term of this Agreement.
2. A Retired Employee who has retired from active service with accumulated creditable service which would qualify the Retired Employee for the receipt of retirement benefits under the laws of the State of Illinois, but who has not attained the age of retirement pursuant to said laws, shall be eligible to receive the Benefit during the term of this Agreement only if said

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Retired Employee (1), pays a one-time contribution to the Fund in an amount equal to 1/6 of 1% of the Retired Employee's most recent gross annual compensation for each month that the Retired Employee's date of retirement precedes the Retired Employee's attainment of the age of retirement necessary to immediately receive retirement benefits under the laws of the State of Illinois, and (2), the one-time contribution to the Fund shall be made within thirty (30) days of the Retired Employee's date of retirement from service.

3. The Fund shall be funded as follows:

- a. Each covered employee shall have 1/12 of 1% of the employee's gross annual compensation automatically deducted monthly from the employee's paycheck and deposited into the Fund as the employee's contribution. The employee shall execute any necessary wage deduction documentation and shall submit said documentation to the Employer. The Employer, in its discretion, may deduct a proportionate amount of the 1/12 of 1% contribution from each employee's paycheck rather than the entire contribution from a single monthly paycheck; and
- b. Any one-time contributions, as provided above; and
- c. The Employer shall, at its expense, deposit an amount equal to 1/12 of 1%, of all employee gross annual compensation on a monthly basis into the Fund.

4. If an Employee terminates employment with the Employer and if such an Employee is either ineligible for the Benefit or chooses not to accept the Benefit, then the Fund shall pay to such an Employee an amount equal to the Employee's fringe benefit contribution which has been accumulated in the fund prior to the date of termination, without interest thereon.

5. In the event there is 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 described for all Retired Employees, either the Employer or the Union, upon request of either party shall meet to negotiate a resolution of the deficiency. The negotiations may involve any of the following:

- a. Making additional Employer and/or employee contributions; or
- b. Reducing the percentage of premiums paid; or
- c. Modifying the benefits package to reduce the premium cost; or
- d. A combination of these or other changes that ensure the continuance of this medical insurance benefit that may be mutually agreeable to the parties.

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 contract 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 in accordance with the authority granted by Section 14 of the Illinois Public Labor Relations Act. The arbitrator shall have the authority to mandate the continuance of the program in the successor contract, but shall not have the authority to expand or reduce the benefit, or expand the amount of Employer or Employee contributions provided under this Agreement. Upon a showing that there are insufficient funds to maintain the Benefit provided by this Agreement, the arbitrator shall have the authority to reduce the percentage of the premiums paid or modify the benefits package to reduce the premium cost.

6. The term "gross compensation" as used herein, shall mean the annual gross salary received by the employee, as defined in the Illinois Municipal Retirement Fund (i.e., base salary from Appendix A, plus longevity pay, plus education pay, plus specialty pay).
7. 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 Union. The parties agree that representatives of the Employer and the Union 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.

Section 17.5. 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 engineer one pair of steel-toed work shoes annually, which shall remain part of the official uniform of the Department. The Employer shall also provide and maintain coveralls for Engineers, Engineering Tech/Inspectors, and Engineering Technician/Inspectors.

Section 17.6. 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 17.7. 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 calculation of Illinois Municipal Retirement Fund (IMRF) benefits, compensation paid under an Internal Revenue Code Section 125 Plan shall be included.

Section 17.8. 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 \$200,000. 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 \$200,000. 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 term life insurance rider providing a minimum of \$2,500 for each eligible dependent. Employees retiring with at least twenty (20) years of creditable service shall be entitled to purchase this benefit at the current rate and to maintain this life insurance benefit at the same level as offered to regular non-retired employees covered by this agreement so long as this provision does not conflict with any policy terms and the policy so provides.

ARTICLE XVIII **PERSONNEL FILES**

Section 18.1. Personnel Files. The Human Resource Department 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 18.2. 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 **EMPLOYEE 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 principle 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.

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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. 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 an 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) months 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.

ARTICLE XX

SAFETY

Section 20.1. 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 20.2. 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 20.3. 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.

ARTICLE XXI **NON-DISCRIMINATION**

Section 21.1. 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 21.2. 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 21.3. 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 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 22.1. 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 23.1. 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 23.2. Union Responsibility. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this

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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 23.3. 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 23.4. 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, such decision to permit outside employment shall not be unreasonably withheld. The denial of an outside employment request shall be subject to the grievance procedure, up to, and including, grievance arbitration.

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, 2010, and shall remain in full force and effect until the 30th day of April, 2015, 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 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.


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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of August, 2012.

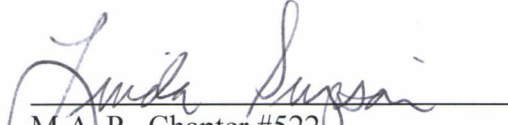
METROPOLITAN ALLIANCE OF
POLICE, BOLINGBROOK
POLICE CHAPTER #522



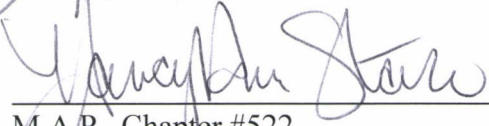
JOSEPH M. ANDALINA,
President M.A.P.



CARLOS FLORES
President, M.A.P. Chapter #522



M.A.P., Chapter #522



M.A.P., Chapter #522

VILLAGE OF BOLINGBROOK



ROGER C. CLAAR, Mayor



CAROL S. PENNING, Village Clerk

Appendix "A"
Wage schedule

| | 5/1/2009 | 5/1/2010 | 5/1/2011 | 5/1/2012, 2013, 2014 me-too AFSCME |
|--------------------------------------|-------------|--------------|--------------|---|
| | | 2% | 2% | |
| Senior Accountant | \$53,280.59 | \$ 54,346.20 | \$ 55,433.13 | |
| CAD/GIS Tech | \$52,100.00 | \$ 53,142.00 | \$ 54,204.84 | |
| Planner | \$44,129.28 | \$ 45,011.87 | \$ 45,912.10 | |
| P/T Receptionist | \$16.18/hr | \$ 16.50/hr | \$ 16.83/hr | |
| Network Eng III | \$67,800.00 | \$ 69,156.00 | \$ 70,539.12 | |
| Payroll Coordinator Fin | \$44,213.12 | \$ 45,097.38 | \$ 45,999.33 | |
| Analyst/Accountant Animal Control | \$42,527.47 | \$ 43,378.02 | \$ 44,245.58 | |
| Supervisor Telecom Shift | \$55,206.71 | \$ 56,310.84 | \$ 57,437.06 | |
| Supervisor | \$60,095.23 | \$ 61,297.13 | \$ 62,523.08 | |
| Police Secretary | \$50,621.35 | \$ 51,633.78 | \$ 52,666.45 | |
| Engineer | \$89,988.12 | \$ 91,787.88 | \$ 93,623.64 | |
| F/T Receptionist Police | \$35,870.23 | \$ 36,587.63 | \$ 37,319.39 | |
| Administrative Aide Telecom Shift | \$66,569.89 | \$ 67,901.29 | \$ 69,259.31 | |
| Supervisor | \$60,095.23 | \$ 61,297.13 | \$ 62,523.08 | |
| Engineer Administrative Aide | \$65,662.50 | \$ 66,975.75 | \$ 68,315.27 | |
| Fire | \$53,295.44 | \$ 54,361.35 | \$ 55,448.58 | |

SUPERVISORS SHALL RECEIVE A \$1000.00 PAYMENTS ADDED TO THEIR BASE SALARY EFFECTIVE ON 5/1/2012 AND ANOTHER \$500.00 PAYMENTS ADDED TO THEIR BASE SALARY ON 5/1/2014 (CURRENTLY LAKETA, LEWANDOWSKI AND SLATER) ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL HAVE THEIR SALARIES INCREASED AT THE SAME LEVEL AS THE INCREASES NEGOTIATED BY AFSCME ON 5/1/2012, 5/1/2013 AND 5/1/2014 (ME TOO)

APPENDIX B

Monthly Premiums – Medical Insurance
 Premiums Paid by Employees
 Effective day of Ratification or award of Contract

| Plan Number | Plan Description | Employee | Employee + 1 | 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 |
| Dental | | \$41.84 | \$62.75 | \$116.88 |

Chiropractic services shall be capped at \$1,000.00 per employee per year. Oral contraceptives shall be added to the prescription plan. Effective Date of Ratification of Award, prescription co-pay shall be \$10.00 for generic and \$20.00 for Name Brand.

Level of Insurance benefits and co-pays and employee contribution shall be the same as that for employees covered by the AFSCME contract for years commencing 5/1/2012, 5/1/2013 and 5/1/2014 (Me Too)

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APPENDIX C
BARGAINING UNIT-INCLUDED JOB TITLES

Administrative Aide Police Department
Administrative Aide Fire Department
Animal Control Supervisor
Applications Developer
Assistant Accounting Manager
CAD/GIS Technician
Civilian Fire Inspector
Community Development Administrative Aide
Community Service Officer
Engineer
Engineer II
Engineering Tech/Inspector
Engineering Technician/Inspector
ESDA Assistant Director
Executive Part-Time Receptionist
Finance Analyst/Accountant
Full Time Receptionist
Grant Coordinator/Planner
Insurance Analyst
Network Engineer III
Part Time Purchasing Coordinator
Part-Time Receptionist
Payroll Coordinator
PC Support Analyst
Planner
Police Secretary
Purchasing Coordinator
Records Director
Senior Accountant
Social Worker
Telecommunications Supervisor
Telecommunications Supervisor/Management Information System