

## Article VI

Section 6.5. Layoff and Recall. The Village in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) probationary employees; and
- (b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority in their job classification, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification and Division and/or Branch to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. Unless otherwise indicated, employees shall be compensated at the rate applicable to the job classifications to which they are recalled. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and/or Branch and are willing to be recalled to said classification and are available to perform work immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village Manager or his designee of his intention to return to work within five (5) days after receiving notice of recall. An employee's failure to notify the village of his intention to return to work within 5 days shall constitute a waiver of the employee's subsequent right to recall, unless otherwise mutually agreed between the Village and the Union. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

Section 6.6 Union Job Elimination. An employee whose job is being permanently eliminated or who is laid off in accordance with Section 6.5 may bump the least senior employee in the bargaining unit, provided the employee who is being laid off or whose job is being permanently eliminated has the skill, qualifications and ability in the sole opinion of the Employer essential to perform the job functions of the position of the employee being bumped.

## Article VII

Section 7.3. Sick Leave Utilization. All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in one hour increments. Whenever sick time off is required for a medical appointment or treatment for the employee, the employee's spouse, the employee's child, the employees are responsible for notifying their supervisor in advance and obtaining their supervisor's approval and providing written verification from the doctor of the employee's, the employee's spouse, employee's child, appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

## Article VIII

Section 8.5. Bereavement Leave In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, brother and sister in-law of employee sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Department or Division Head or their designee, be taken if charged to the employee's ~~vacation~~ available paid leave accrual account, if any.

A leave of absence without pay of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Department or Division Head or their designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family is so requested by the Village.

Section 8.9. Personal Leave Days (a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave time may be used in ~~two (2)~~ one (1) hour increments. ~~Only one (1) personal day may be used in conjunction with any vacation leave.~~

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

## Article X

Section 10.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix C."

5/1/2015 – 2.0%  
5/1/2016 – 2.25%  
5/1/2017 – 2.25%  
5/1/2018 – 2.25%

The hourly rate of full-time employees shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay for each of the various job classifications is set forth on the applicable wage schedule.

Should the Village Board approve a higher increase to the non-union employee wage schedule in each specific year, the Village shall provide the difference between the percent increase outlined in this agreement for the specific year and the percent increase applied to the non-union employee wage schedules in that specific year.

When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay range, such employee may receive the entrance rate of that position or can be advanced in the higher pay range to a level above his present rate, whichever is higher, while so assigned, subject to approval of the Village Manager or his designee. To qualify for the higher rate of pay, the temporary assignment shall be regular and continuous in character for at least seven (7) consecutive eight (8) hour working days.

If an employee is promoted to a higher job classification, said employee shall immediately be placed at the pay step in the higher job classification which is closest to but higher than the pay step the employee was receiving immediately prior to being promoted.

If an employee is demoted to a position within the bargaining unit, or demoted from one bargaining unit position to another, then the employee shall be compensated pursuant to the pay range which applies to his new job classification. The step at which that employee shall be placed under the new pay range shall be determined by the Employer.

Section 10.5. Longevity Pay. This section applies only to those employees hired after April 1, 1998. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1, 1998, and subsequent contract years starting on May 1, 1999 and on May 1, 2000.

Effective May 1, ~~2011~~ 2015, eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	<del>\$500</del>	<u>\$700</u>
15 years	<del>\$700</del>	<u>\$900</u>
20 years	<del>\$900</del>	<u>\$1,100</u>

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

## Article XI

Section 11.1. Rate of Pay. All overtime work must be approved in advance by the employee's immediate supervisor except in an emergency (e.g. call out by Fire or Police dispatcher). Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid more than once for the same hours:

- 1) Daily. All hours worked by an employee in excess of eight (8) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay.
- 2) Employees may choose compensatory time at the rate of time and one-half the employee's established hourly rate of pay for all hours worked over 8 hours per day, with the approval of the Department Director. At no time may an employee accumulate more than forty (40) hours of compensatory time, and all compensatory time must be taken within the 90 days immediately following the accrual.
- 3) Employees shall be paid one and one half times their regular hourly rate for all work performed on the sixth (6<sup>th</sup>) day and will receive two (2) times their regular hourly rate of pay for all work performed on the seventh (7<sup>th</sup>) day of their regular work week.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may hours be pyramided.

## Article XII

Section 12.2. Purge of Personnel Files Upon an employee's request, a specific oral reprimand shall be removed from the employee's personnel file if, from the date of the last oral reprimand, thirty-six (36) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Regardless of whether an employee requests that an oral reprimand be removed from the employee's personnel file, an oral reprimand shall not be considered in the discipline or grievance process if, from the date of the last oral reprimand, thirty-six (36) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses.

## Article XVI

Section 16.1. Uniforms and Protective Clothing. Employees shall be required to wear the uniforms and protective clothing deemed necessary in the sole opinion of the Village and the Employer shall provide an annual \$200.00 uniform allowance payable on May 1st. In addition to the above listed uniform allowance, bargaining unit employees will be eligible for reimbursement for up to ~~\$200.00~~ \$400.00 in clothing and uniform purchases.

## Article XVII

Section 17.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division head and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer. Employees shall be allowed to attend conferences, with pay, approved by department supervisor or Department Director to maintain professional licenses and certifications.

## Article XVIII

Section 18.1.B. Insurance Premium Cost Sharing. Plan participants providing for individual and/or family coverage shall contribute toward monthly premium costs through payroll deductions in amounts not to exceed the following:

Effective January 1<sup>st</sup>, ~~for years 2012, 2013, 2014, and 2015~~ Employee health insurance premium contributions will represent the following percentage of the overall premiums and will include a four tier contribution model as follows:

<u>Plan</u>	<u>Employee Contribution</u>
HDHP/HSA Plan	3%
Select Plan	10%
PPO Silver Plan	10%
PPO Gold	10% plus the difference between the cost to the Village of the PPO Silver Plan and the PPO Gold Plan. (For example in 2011, using this model, the difference equated to approximately 24.5% employee premium contribution for the PPO Gold.)

Beginning plan year 2012 emergency room co-pay of \$150.00 will be applied to the Select and Gold plans.

Four Tier Contribution Model:

Employee Only  
Employee + Spouse  
Employee + Child(ren)  
Family

Section 18.1.C. HDHP/HSA Annual Deductible: ~~For plan years 2012, and 2013, and 2014 the annual deductibles for the HDHP/HSA plans will be:~~

EE: \_\_\_\_\_ \$2,500 per annum  
EE + Spouse \_\_\_\_\_ \$5,000 per annum  
EE + Child(ren) \_\_\_\_\_ \$5,000 per annum  
Family \_\_\_\_\_ \$5,000 per annum

~~For plan years 2014 and 2015, the annual deductibles for the HDHP/HSA plans will be:~~

EE: \_\_\_\_\_ \$3,250 per annum  
EE + Spouse \_\_\_\_\_ \$6,500 per annum  
EE + Child(ren) \_\_\_\_\_ \$6,500 per annum  
Family \_\_\_\_\_ \$6,500 per annum

For plan years 2016 and 2017, the annual deductibles for the HDHP/HSA plans will be:

EE: \_\_\_\_\_ \$3,250 per annum  
EE + Spouse \_\_\_\_\_ \$6,500 per annum  
EE + Child(ren) \_\_\_\_\_ \$6,500 per annum  
Family \_\_\_\_\_ \$6,500 per annum

For plan years 2018 and 2019, the annual deductibles for the HDHP/HSA plans will be:

EE: \_\_\_\_\_ \$3,500 per annum  
EE + Spouse: \_\_\_\_\_ \$7,000 per annum  
EE + Child(ren): \_\_\_\_\_ \$7,000 per annum  
Family \_\_\_\_\_ \$7,000 per annum

During the term of the agreement if the HDHP/HSA deductible amount is not modified in plan years 2018 and 2019 for non-union employees, it will not be modified for this group.

#### HDHP/HSA Plans

##### Employer contribution to HSA:

For those employees enrolled in the HDHP/HSA Plan, the Village will contribute an amount equal to 40% of the deductible associated with the employee's plan election in the employee's HSA for plan years ~~2012, 2013, 2014, and 2015~~ 2016, 2017, 2018, and 2019. For plan years ~~2012, 2013, 2014, and 2015~~ 2016, 2017, 2018, and 2019 the Village will make annual deposits no later than the second pay period in January of the respective plan year.

~~For those employees enrolled in the HDHP/HSA Plan, the Village will contribute an amount equal to 40% of the deductible associated with the employee's plan election in the employee's HSA for plan years 2016, 2017, 2018, and 2019. For plan years 2016 and 2017 the Village will make annual deposits no later than the second pay period in January of the respective plan year. For plan years 2018 and 2019, the Village will make one half of the annual employer contribution no later than the second pay period in January and the remaining half no later than the second pay period in June of the respective year.~~

##### Prescription Drugs / Emergency Room Co-pays:

For plan years 2011, 2012, and 2013, ~~T~~the prescription drug benefit and emergency room costs will be subject to the annual deductible. Once the deductible is reached, prescription drugs and emergency room visits are paid at 100% by the Village health plan. For plan years 2014 and 2015, ~~T~~the prescription drug benefit will again be subject to the annual deductible; however, once the deductible is satisfied prescriptions will be subject to a co-pay of ~~\$0/\$40/\$60~~ \$0/\$20/\$40 or a model similar, as offered by the administrator at that time. Emergency room costs will be subject to a \$150 co-pay after the deductible is satisfied. All co-pays and deductibles will be subject to a maximum annual out-of-pocket limit in the amount of \$5,950 per single coverage and \$11,900 per family coverage. \*This limit does not apply to deductible and expenses for out-of-network services if the plan uses a network of providers. Instead

only deductibles and out-of-pocket expenses for services within the network should be used to figure whether the limit applies.

Section 18.1 E. Healthcare Cash Equalizer ~~IBEW employees shall be paid a one time taxable payment of \$750 “healthcare cash equalizer” payable during the first pay period in January 2012.~~

During the term of the Agreement, if a “healthcare cash equalizer” is paid to non-union employees for years ~~2013, 2014 and through April 30, 2015~~ 2016, 2017, 2018 and through April 30, 2019 of the Agreement, the same taxable payment amount shall be paid to IBEW members.

Section 18.3. Life Insurance. The Employer shall provide, at no cost to the full-time employee, life insurance coverage equal to two times one (1) year's current annual base salary of an employee with a maximum coverage of \$150,000.00. The coverage limitation for an employee's spouse is ~~\$2,000.00~~ \$5,000. The coverage limitation for an employee's child is ~~\$1,000.00~~ \$3,000. Part-time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

#### MEMORANDUM OF UNDERSTANDING REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the ~~2011—2015~~ 2015 – 2019 collective bargaining agreement between the Village of Orland Park and the International Brotherhood of Electrical Workers. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of this Agreement, an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described in this Memorandum of Understanding.

If an employee is eligible for an unpaid leave of absence pursuant to this Agreement, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XIX. Payment of short-term disability benefits by the Village shall commence immediately in the case of accident and after seven (7) calendar days in case of illness, ~~and/or accident~~. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under this Agreement shall be entitled to receive such short-term disability benefits for a period of up to 26 weeks per disability.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

- (a) make application for such benefits in such manner as the Employer may hereafter designate;
- (b) periodically provide the Employer and/or the short-term disability administrator with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;
- (c) be available to, at the discretion of the Employer and/or the short-term disability administrator, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;
- (d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and

- (e) cooperate with the Employer and/or the short-term disability administrator with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer and/or the short-term disability administrator which may be necessary for the Employer and/or the short-term disability administrator to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said employee shall cease to be entitled to receive any further benefits under this Memorandum.

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. Should the Employer exercise this right, then the provisions of Sections 18.1.A, 18.5 and 18.6 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No new employee shall be eligible for benefits under this Memorandum until the employee has worked at least one hundred and eighty (180) consecutive days in a full-time capacity for the Employer. In accordance with this Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer which are described in this Memorandum.

This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.