

Tentative Agreement between the American Federation of State, County and Municipal Employees, AFL-CIO Council 31, Local 368 and the Village of Orland Park

Reached 5/25/2016

ARTICLE I

RECOGNITION

Section 9.8. TCO Seniority Bidding of Permanent Shifts and Rating of Work Schedules

I. The more senior employees shall have preference for assignment to one (1) of the three (3) permanent shifts (Days, Afternoons or Nights). Shifts shall be made available for bid by employees during the month of November. Shift assignments that are bid each year in November for the ~~calendar year~~ **twelve (12) month period** beginning ~~January~~ **February** 1 and ending ~~December~~ **January** 31 shall be for a twelve (12) month period: ~~January~~ **February** 1 through ~~December~~ **January** 31. The bid process shall be conducted by AFSCME and the results shall be presented to the Chief of Police no later than November 15 for the period beginning ~~January~~ **February** 1. The Chief of Police shall then prepare the new schedule of shift assignments based upon the results of the bidding process and operational needs of the department as determined by the Chief of Police and said annual schedule shall be posted no later than December 1 of each year. The three permanent shifts currently are: Days (0630 - 1500), Afternoons (1430 - 2300), Nights (2230 - 0700).

Section 10.10. Annual Sick Leave Buy Back. Effective January 1, and payable after December 31:

~~The Village, on an annual basis, will pay an employee the current straight time hourly rate or equivalent in whole day increments for unused sick time as follows:~~

Eight (8) accrued and unused sick days	=	3 days sick pay
Seven (7) accrued and unused sick days	=	2 days sick pay
Six (6) accrued and unused sick days	=	1 day sick pay
Five (5) or less accrued and unused sick days	=	0 days sick pay

The Village, on an annual basis, will pay an employee the current straight time hourly rate or equivalent in whole day increments for unused sick time up to four (4) days per year. To be eligible the employee must have used four (4) or less sick days during that calendar year.

If employee elects to exercise this “Annual Sick Leave Buy Back” option, only the remaining unused sick days after buy back from that year will accrue towards the employee’s buy back upon retirement. The specific procedures for documenting sick leave usage and making application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Village Manager.

ARTICLE XIII

WAGES

Section 13.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix B."

The hourly rate of full-time employees and those bargaining unit employees regularly working less than forty (40) hours per week shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay range (top, bottom and intervening steps) for each of the various job classifications is set forth on the applicable wage schedule.

~~5/1/2011: 1.75%~~

~~5/1/2012: 2.00%~~

~~5/1/2013: 2.00%~~

~~5/1/2014: 2.05%~~

5/1/2015 2.00%

5/1/2016 \$900.00 added to step 7 of each position

5/1/2016 2.25%

5/1/2017 2.25%

5/1/2018 2.25%

TCO Trainer Add Pay increased from \$200 to \$300 per month effective 5/1/2016. (to be listed on the salary schedule)

Section 13.9. Longevity Pay. This section applies only to those employees hired after November 20, 1997. 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 fiscal year starting on May 1, 1998, and subsequent fiscal years starting on May 1, 1999 and on May 1, 2000.

~~Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:~~

10 years	\$300.00
15 years	\$500.00
20 years	\$700.00

Effective May 1, ~~2008~~ 2016, eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years – 14 years	\$500.00 <u>\$700</u>
15 years – 19 years	\$700.00 <u>\$900</u>
20 years +	\$900.00 <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 fiscal 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 XIV

OVERTIME

**TCO Overtime procedure: Memorialize general order regarding of sending out text message for overtime.

Section 14.2.B. TCO. ~~and TCO Support Clerks~~ Overtime Distribution. TCO's ~~and TCO Support Clerks~~ will be required to work overtime as assigned. When practicable, the Village will endeavor to distribute overtime work to available, qualified TCOs. ~~and TCO Support Clerks, in the manner described herein: TCO Support Clerks will only be called into a clerical position.~~

An overtime book shall be created annually allowing employees ~~(to include qualified TCO Support Clerks)~~ to sign up for overtime on their days off or holidays for any shift on any day of the year. Employees may sign up for four (4) or eight (8) hours on any of their days off or holidays and may also sign up for additional four (4) hours on any day that they may already be working.

Employees may sign up or remove their name from the overtime book any time prior to an actual call out.

Overtime will then be allocated using the following criteria: 1) TCO from affected shift in order of seniority who has signed up for full eight (8) hours; 2) TCO from other shifts in order of seniority who has signed up for the full eight (8) hours; 3) TCO from affected shift in order of seniority who has signed up for four (4) hours; 4) TCOs from other shifts in order of seniority who has signed up for four (4) hours; ~~5) TCO Support Clerks in order of seniority who signed up for a full eight (8) hours; and 6) TCO Support Clerks in order of seniority who signs up for four (4) hours.~~

Employees who sign up for overtime are expected to be available to the department if overtime is required. Employees who sign up for overtime and turn down the overtime will be removed from the overtime book for the next thirty (30) days.

It is expressly understood that the Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtimes. The call out procedure described above shall not be applicable when the overtime work is a continuation of the work being performed during the employee's normal hours of work.

If the use of the overtime call out book is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer or are unavailable for the overtime work, then the Employer shall assign the overtime, as it deems appropriate under the circumstances in accordance with General Order 22.7 ~~as amended with the effective date of 1 June 1998.~~ Section 22.7.4 (Procedure for Communications Division Replacement) as amended, with the effective date of March 12, 2015.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time or overtime pay at the rate of time and one half. If a mutual agreement cannot be reached on the method of payment then the employee shall receive one and one half times his regular rate of pay he would have been entitled to if he had worked.

When practicable, the interest of public safety, the foregoing overtime procedure shall be administered by the Village in such a manner as to avoid having individual employees work more than twelve (12) consecutive hours. Thus, the Village retains the right to limit an overtime assignment to an individual employee to a maximum of four (4) hours immediately preceding or following their regular shift.

ARTICLE XIX

UNIFORMS AND PROTECTIVE CLOTHING

Section 19.1 Uniforms and Protective Clothing. The employees agree to wear, and the Employer shall continue to provide, uniforms and protective clothing deemed necessary in the sole opinion of the Village to employees working at the Village Police Department and in the following job classifications: Maintenance Electrician, Water Meter Technician, Water Plant Operator, Maintenance Worker I, II and III, Mechanic II and Bus Driver.

Section 19.2. Uniform Care. Employees shall be responsible for the care and cleaning of uniforms provided by the Employer. Effective May 1, 2016, TCO's required to regularly wear a uniform shall receive \$300 per year per employee to clean and maintain such uniforms payable May 1st.

Section 21.5 Specialized Licensing. Effective May 1, 2016, the Village agrees to pay employees a specialized education fee for the following skills and or licenses payable May 1st.

<u>Arborist License</u>	<u>\$250 per year</u>
<u>Water Plant Operator Certification</u>	<u>\$250 per year</u>
<u>Playground Inspector Certification</u>	<u>\$250 per year</u>
<u>NASSCO Certification*</u>	<u>\$250 per year</u>

Certified Pool Operator (CPO) \$250 per year

*National Association of Sewer Service Companies (NASSCO) including Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP) and Lateral Assessment and Certification Program (LACP)

The needs of the Village will dictate the payment of courses to obtain or maintain each license. The maximum amount of annual incentive shall not exceed \$750 per year per eligible member.

ARTICLE XXIII

INSURANCE

Section 23.1. Coverage and Costs. The Village agrees to make available to those full time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance.

Section 23.1.A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Employee deductibles, co-insurance, co-pays for services and prescriptions are outlined in the individual plan summaries. The parties agree that should any governmental regulation impose obligations on either party regarding provision of insurance benefits that the parties will meet and confer for purposes of discussing the impact of such legislation.

Section 23.1.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 in accordance with the following: (The rates below reflect the wellness rate which is discounted based on completion of the employee wellness screening as outlined below in the employee wellness incentive.)

<u>w/Wellness Rates</u>	5/1/2011	1/1/2013 1/1/2015/ 2016	1/1/2013 1/1/2017	1/1/2014 1/1/2018	1/1/2014 1/1/2019
HMO					
EMPLOYEE		\$30.00	<u>\$40</u>	<u>\$45</u>	<u>\$50</u>
EMPLOYEE + CHILDREN		\$65.00	<u>\$75</u>	<u>\$80</u>	<u>\$85</u>
EMPLOYEE + SPOUSE		\$70.00	<u>\$80</u>	<u>\$85</u>	<u>\$90</u>

FAMILY	\$100.00	<u>\$135</u>	<u>\$150</u>	<u>\$175</u>
HDHP/HSA PLAN				
EMPLOYEE	\$15.00	<u>\$25</u>	<u>\$30</u>	<u>\$35</u>
EMPLOYEE + CHILDREN	\$25.00	<u>\$35</u>	<u>\$40</u>	<u>\$45</u>
EMPLOYEE + SPOUSE	\$30.00	<u>\$40</u>	<u>\$45</u>	<u>\$50</u>
FAMILY	\$35.00	<u>\$45</u>	<u>\$50</u>	<u>\$55</u>
SILVER PLAN				
EMPLOYEE	\$65.00	<u>\$80</u>	<u>\$90</u>	<u>\$100</u>
EMPLOYEE + CHILDREN	\$130.00	<u>\$150</u>	<u>\$160</u>	<u>\$170</u>
EMPLOYEE + SPOUSE	\$135.00	<u>\$155</u>	<u>\$165</u>	<u>\$175</u>
FAMILY	\$200.00	<u>\$235</u>	<u>\$255</u>	<u>\$275</u>
GOLD PLAN				
EMPLOYEE	\$175.00	<u>\$205</u>	<u>\$220</u>	<u>\$235</u>
EMPLOYEE + CHILDREN	\$325.00	<u>\$375</u>	<u>\$405</u>	<u>\$435</u>
EMPLOYEE + SPOUSE	\$340.00	<u>\$393</u>	<u>\$422</u>	<u>\$454</u>
FAMILY	\$440.00	<u>\$650</u>	<u>\$760</u>	<u>\$800</u>

~~For plan years 2013, 2014, and 2015 an~~ Emergency room co-pay of \$150.00 will be applied to the ~~Select~~ HMO and Gold plans.

~~For plan years 2013, 2014 and 2015~~ Prescription co-pays for the ~~Select~~ HMO and Gold plans are:
 \$10 Generic
 \$15 Brand when generic is not available
 \$25 Brand if a brand prescription is purchased and a generic is available

Wellness Incentive (All Plans)

1. The Village will conduct on-site health screenings scheduled by the Village on predetermined dates each calendar year for the employee. The Village will pay for the cost of the health screening for full-time employees. Beginning January 1, 2013, for those employees who choose not to participate in the employee health screening for that plan year, the employee's monthly health insurance premium share will be increased by \$80 per month.
2. If an employee is unable to participate in the health screening when they are held onsite, the employee will have 30 days post written notification that they have not completed the screening to obtain a health screening at one of the screening company's alternate locations. Failure to obtain a screening by that date will result in the loss of the discounted rate.
3. Employee premium rates will be administered assuming the discount will apply; upon confirmation of non-compliance with the wellness screening, discount removal will be applied retroactively to January 1 of the plan year.

Annual Deductible:

~~For plan years 2011, 2012, 2013, 2014, and 2015 annual deductibles for the HSA 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 2016 and 2017, the annual deductibles for the HDHP/HSA plans will be:

<u>EE:</u>	<u>\$3,250 per annum</u>
<u>EE + Spouse</u>	<u>\$6,500 per annum</u>
<u>EE + Child(ren)</u>	<u>\$6,500 per annum</u>
<u>Family</u>	<u>\$6,500 per annum</u>

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

<u>EE:</u>	<u>\$3,500 per annum</u>
<u>EE + Spouse:</u>	<u>\$7,000 per annum</u>
<u>EE + Child(ren):</u>	<u>\$7,000 per annum</u>
<u>Family</u>	<u>\$7,000 per annum</u>

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~~ for plan years 2016, 2017, 2018, and 2019. For plan years ~~2012, 2013, 2014, and 2015~~ for plan years 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.

Prescription Drugs / Emergency Room Co-pays:

~~For plan years 2011, 2012, and 2013, 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~~he 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/\$20/\$40 or a model similar, as offered by the administrator at that time.

~~For plan years 2014 and 2015, E~~mergency room benefit will again be subject to the annual deductible; however once the deductible is satisfied emergency room benefits 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 125 Plan. The Village shall extend to members of the bargaining unit the opportunity to participate in the IRC §125 Plan it has established so long as such Plan continues to be authorized by the Internal Revenue Code.

Healthcare Cash Equalizer. AFSCME employees shall be paid a one-time taxable payment of ~~\$500.00~~ \$750.00 "healthcare cash equalizer" payable during the first pay period of January 2017.

-APPENDIX E
MEMORANDUM OF UNDERSTANDING
REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the ~~2007-2014~~2015- 2019 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of Article XI, 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 under Section 11.6, 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 XXIII. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 11.6 of the current collective bargaining Agreement shall be entitled to receive such short-term disability benefits for a period of up to 52 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 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, 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 with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer which may be necessary for the Employer 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 23.1.A, 23.5 and 23.6 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 employee shall be eligible for benefits under this Memorandum until the employee has worked at least ~~thirty (30)~~ 180 consecutive days in a full-time capacity for the Employer. In accordance with Section 11.10 of the 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. The above does not apply to Telecommunicators.

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.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 31

VILLAGE OF ORLAND PARK

By: _____

By: _____

Date: _____

Date: _____