

**VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING**

**DECEMBER 14, 2015 – 7:00 PM  
(FOLLOWING VILLAGE BOARD MEETING)  
LEMONT VILLAGE HALL  
418 MAIN ST.  
LEMONT, IL 60439**

**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. DISCUSSION ITEMS**
  - A. RANGE FEE INCREASE DISCUSSION  
(POLICE DEPT.)(MIKLOS)(MATON)**
  - B. VACATION TIME SELL BACK PROGRAM DISCUSSION  
(ADMINISTRATION)(REAVES)(SCHAFFER/DONAHUE)**
  - C. QUARRYMAN CHALLENGE AND HERITAGE COMMISSION DISCUSSION  
(ADMIN/P&ED/PW)(REAVES/VIRGILIO/BLATZER)(SCHAFFER/JONES/PUKULA)**
- IV. UNFINISHED BUSINESS**
- V. NEW BUSINESS**
- VI. AUDIENCE PARTICIPATION**
- VIII. ADJOURN**

## **Village Board**

### **Agenda Memorandum**

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To: Mayor & Village Board

From: Chief Marc R. Maton

Date: December 14, 2015

Re: **Range Fee Increase**

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#### **BACKGROUND/HISTORY**

Currently the Lemont Police Department charges \$50 for outside entities and Police Departments to utilize the range per use. This service charge is used to assist with the cost for maintenance for the range. Due to the rising costs of maintenance, an increase in the daily range charges should be addressed to cover current and future maintenance.

#### **PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

#### **RECOMMENDATIONS**

Amend the fee ordinance to reflect \$75 per day for outside entities and Police Departments to utilize the range.

#### **ATTACHMENTS**

#### **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Amendment approval.

# **Village Board**

## **Agenda Memorandum**

To: Mayor & Village Board

From: George Schafer, Village Administrator  
Eileen Donahue, HR Generalist

Subject: Vacation Time Sell Back Program

Date: December 14, 2015

### **PROGRAM SUMMARY**

The Village of Lemont has a very generous vacation policy and many employees have five or six weeks off annually. This combined with four Personal Days and ten paid holidays makes for a lot of time away from the office. At certain times of the year some Departments are stretched thin for personnel given all this accrued time off. At the same time, some employees find it difficult to schedule all their time off in a twelve month period.

This program would allow those employees with five or six weeks of vacation to sell back one or two weeks back to the Village. Employees would have to maintain a minimum bank of four weeks for the year. Currently there are fifteen employees with five weeks of vacation and twelve employees with six weeks of vacation annually.

Employees that take part in this **voluntary** program would be required to sign an agreement in which they commit to giving up vacation for compensation.

### **DISCUSSION**

An employee agreement and memos of understanding for the union are included for your review. Attorney Stein has done a good job addressing all details of the program, (eligibility, sell back rate of pay, timing of payments, etc.) in these documents.

### **RECOMMENDATION**

Approve the Employee Vacation Time Sell Back Program for the 2016-2017 Fiscal Year.

## **AGREEMENT FOR EMPLOYEE TO VOLUNTARILY PARTICIPATE IN THE VILLAGE OF LEMONT'S VACATION TIME SELL BACK PROGRAM**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (the "Employee"), and the Village of Lemont, an Illinois municipal corporation (the "Village").

**IN CONSIDERATION OF**, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the Village hereby mutually agree as follows:

### **I. PROGRAM DESCRIPTION**

To offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the "Program"). The Village shall allow participating employees to voluntarily sell back certain vacation time (defined below) and work during the time they would have otherwise been on vacation.<sup>1</sup>

The Village is piloting the Program that shall be effective only for the 2016-2017 fiscal year to better understand what impact it will have on its employees, operations, and finances. The Village may unilaterally choose to extend the Program in future years, or to discontinue it. If the Village determines it is in the best interests of its operations to extend the program to future fiscal years, all participating employees must sign new agreements for future years to participate in the program.

The Employee's participation in the Program is entirely voluntarily. By signing this Agreement, the Employee agrees to participate in the Program for the 2016-2017 fiscal year subject to the terms below.

### **II. TERMS OF PARTICIPATION**

- A. **Eligibility:** To participate in the Program, the Employee must have reached the length of service with the Village, as indicated in the Village of Lemont Personnel Policy Manual, that entitles him or her to five or more weeks of paid vacation per year ("Qualifying Employee").
- B. **Vacation time for sale:** At no point may a Qualifying Employee sell back more vacation time that would reduce their earned annual vacation to 4 weeks or less.
- C. **Increments:** Vacation time can only be sold to the Village in one week increments (e.g., an employee with five annual weeks of paid vacation time can only sell back

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<sup>1</sup> All references in this Agreement to a "year" or "annual" vacation time refer to the Village's fiscal year, which runs May 1 – April 30.

one week; an employee with six annual weeks of paid vacation time can only sell back one or two weeks).

- D. **Declaration date:** If a Qualifying Employee desires to sell his or her paid vacation time for the coming year, the Qualifying Employee must sign this Agreement by May 1.
- E. **Accruing vacation time:** Qualifying Employees shall accrue paid vacation time on a monthly basis at the rate set in Section 5.4 of the Village of Lemont Personnel Policy Manual.
- F. **Sell back price:** The Village will buy vacation time at the Qualifying Employee's rate of pay on the date the Village purchases the excess accrued vacation time.
- G. **Payment to the Employee:** The Qualifying Employee will receive a single lump sum payment for all vacation time sold to the Village at the first regularly scheduled pay day after the Qualifying Employee accrues the amount of vacation time that he or she agreed to sell to the Village. Payment will be subject to all applicable taxes and withholdings.

*Example:* An employee hired by the Village in 1980 is entitled to receive 30 days of paid vacation time for the coming year and meets the definition of Qualifying Employee. On May 1, 2016, the Qualifying Employee enters into a written agreement to sell back two weeks of vacation time to the Village. Under Section 5.4 of the Village of Lemont Personnel Policy Manual, the Qualifying Employee accrues paid vacation at a rate of 20 hours per month. The Qualifying Employee will accrue two weeks of vacation time as of September 1, 2016. On the first regularly scheduled pay day following September 1, 2016, the Village will issue the Qualifying Employee a lump sum payment for the value of the two weeks of vacation time.

### III. IRREVOCABILITY

Once this Agreement is executed by the Qualifying Employee and the Village, the sale of vacation time agreed to by the Parties will become final and irrevocable.

### IV. MISCELLANEOUS

**Additional Hours Required to be Worked:** By voluntarily participating in the Program, the Qualifying Employee agrees to forego vacation time in order to receive additional earnings resulting from an increase in the number of hours he or she will be required to work. The Qualifying Employee and the Village agree that payment made under this Agreement will not qualify as "excess earnings" under the Illinois Pension Code (40 ILCS 5/7-172(k)) and will not factor into any calculation to determine whether the Village is responsible for accelerated payments to the Illinois Municipal Retirement Fund.

**State and Federal wage laws:** The Program shall operate consistent with all applicable Federal, State, and local wage laws including the Fair Labor Standards Act (29 U.S.C. § 201, et al.), the Illinois Minimum Wage Law (820 ILCS 105/), and the Illinois Wage Payment and Collection

Act (820 ILCS 115/). Should any conflict arise due to a legal interpretation or legislative amendment, only that portion of this Agreement in conflict with the applicable law shall be found unenforceable.

Personnel Policy Manual. In the case of any conflict between this Agreement and the Village of Lemont Personnel Policy Manual, the Personnel Policy Manual shall supersede this Agreement, and this Agreement shall be found unenforceable only to the extent that it conflicts with the Village of Lemont Personnel Policy Manual.

Union Employees and Collective Bargaining Agreements. For any Qualifying Employees who are also union members and governed by the Collective Bargaining Agreements Between the Village of Lemont and Metropolitan Alliance of Police Lemont Police Chapters #33 and #39 (the “CBAs”), this Agreement shall be applied consistent with Article XX – Paid Vacations. In the case of any conflict between this Agreement and the CBAs, the CBAs shall supersede this Agreement, and this Agreement shall be found unenforceable only to the extent that it conflicts with the CBAs.

Enforceability. This Agreement is binding and valid and shall be specifically enforceable against the Parties.

Disputes. Neither Party may bring any suit, action, or mandamus at law or in equity, to enforce this Agreement without first providing written notice to the other Party of the alleged breach and making a bona fide, good faith attempt to resolve the differences without litigation. Should litigation arise under this Agreement, a Qualifying Employee will only be able to recover the equivalent amount of the vacation time at issue. By signing this Agreement, the Qualifying Employee waives all rights to pursue any additional damages beyond those of an equivalent value to the vacation time at issue.

Entire Agreement; Modification. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and any and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, between the Employee and the Village are rejected. This Agreement may be modified only by written instrument executed by the Party sought to be bound.

**EMPLOYEE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**THE VILLAGE OF LEMONT:**

Village of Lemont, an Illinois municipal corporation.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Village Administrator

Attest: \_\_\_\_\_

Village Clerk

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding is made this \_\_\_ day of \_\_\_\_\_, 2015, between the Village of Lemont (“Village”) and the Metropolitan Alliance of Police, Lemont Police Chapter #39 (“Union”).**

**RECITALS**

**WHEREAS**, the Village and the Union are parties to the Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #39 (“the Collective Bargaining Agreement”); and

**WHEREAS**, to offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the “Program”); and

**WHEREAS**, the Program will allow employees who have reached the length of service that entitles them to five or more weeks of paid annual vacation time (“Qualifying Employees”) to voluntarily sell the Village vacation time in excess of four weeks; and

**WHEREAS**, the Village is piloting the Program in the 2016-2017 fiscal year to better understand what impact it will have on its employees, operations, and finances; and

**WHEREAS**, the Village may choose unilaterally to extend the Program in future years or to discontinue it; and

**WHEREAS**, Qualifying Employees’ participation in the Program is entirely voluntarily; and

**WHEREAS**, each Qualifying Employee can enter into the Program by signing an Agreement for Employee to Voluntarily Participate in the Village of Lemont’s Vacation Time Sell Back Program, attached as Exhibit A, and effective for the 2016-2017 fiscal year; and

**WHEREAS**, if the Village chooses to extend the Program to future years, Qualifying Employees will need to execute new Agreements for fiscal years after 2016-2017; and

**WHEREAS**, the Village will permit all Qualifying Employees who are members of the Union to participate in the Program in accordance with this Memorandum and Exhibit A.

**NOW THEREFORE, IT IS AGREED BETWEEN THE VILLAGE AND UNION AS FOLLOWS:**

1. The Union agrees that the Program may be modified or eliminated at any time at the sole discretion of the Village without negotiations with the Union and the Union specifically waives any right to bargain over the terms, application, or existence of the Program or the impact thereof.

2. Any decisions made by the Village with respect to the application of the Program are not subject to the grievance/arbitration provisions of the Collective Bargaining Agreement and the Union waives any right to arbitrate any such dispute.

3. The Union agrees that permitting its bargaining unit members to participate in the Program does not establish a “status quo” for purposes of interest arbitration.

4. Based on the Union’s agreement to the conditions set forth in Paragraphs 1 through 3 above, the Village shall permit Qualifying Employees who are members of the Union to participate in the Program.

5. The Recitals of this Memorandum are hereby adopted as if fully set forth herein.

6. Upon execution by both Parties, this Memorandum shall be in effect on the date written above.

**EXECUTED BY:**

**Village of Lemont**

**Metropolitan Alliance of Police, Lemont  
Police Chapter #39**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding is made this \_\_\_ day of \_\_\_\_\_, 2015, between the Village of Lemont (“Village”) and the Metropolitan Alliance of Police Lemont Sergeants Chapter #33 (“Union”).**

### **RECITALS**

**WHEREAS**, the Village and the Union are parties to the Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police Lemont Sergeants Chapter #33 (“the Collective Bargaining Agreement”); and

**WHEREAS**, to offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the “Program”); and

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2. Any decisions made by the Village with respect to the application of the Program are not subject to the grievance/arbitration provisions of the Collective Bargaining Agreement and the Union waives any right to arbitrate any such dispute.

3. The Union agrees that permitting its bargaining unit members to participate in the Program does not establish a "status quo" for purposes of interest arbitration.

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5. The Recitals of this Memorandum are hereby adopted as if fully set forth herein.

6. Upon execution by both Parties, this Memorandum shall be in effect on the date written above.

**EXECUTED BY:**

**Village of Lemont**

**Metropolitan Alliance of Police Lemont  
Sergeants Chapter #33**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Village Board

## Agenda Memorandum

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To: Mayor & Village Board

From: George Schafer, Village Administrator  
Charity Jones, Planning & Economic Development Director  
Ralph Pukula, Public Works Director

Subject: **Quarryman Challenge and Heritage Commission Discussion**

Date: December 11, 2015

### **BACKGROUND/HISTORY**

Staff is looking for general guidance on the 2016 Quarryman Challenge and the Heritage Commission, particularly as we prepare for the January FY 15-16 budget amendment and the FY 16-17 budget preparation. A brief overview of the discussion topics is included below.

#### Quarryman Challenge Discussion

For the last several years the Village has planned, organized and administered the 10 mile / 5k Quarryman Challenge in the spring. During the preparation of the FY 15-16 budget, it was determined that the Village should look to engage a third party to potentially administer the race. As a result, zero funds were budgeted in the current fiscal budget. It does not appear that the race is ready to be transferred to a third part. As a result, if the race is going to move forward, the Village will have to continue to operate the race, potentially with the assistance of paid race directors. The planning of the 2016 Quarryman Challenge is currently underway, and staff is looking for general guidance from the board on the issue.

#### Heritage Commission Discussion

A group of community volunteers congregates periodically to discuss, recommend and implement improvements and activities in the Heritage Quarry Recreational Area. Although the group works closely with Village staff and the Trustee Liaison, there currently is not a formal designation for this group in the municipal code or otherwise. Staff is looking for general guidance from the Board on the organization, mission and administration of this group going forward. Although Village funding for the Heritage Quarry Area is unknown at this time, grant revenues and partnerships with corporate partners exist, and recommendations for these opportunities will exist for which the committee will be able to participate.

### **ACTION REQUIRED**

Discussion.

### **ATTACHMENTS**

None.