

AGREEMENT BETWEEN
THE VILLAGE OF ROSELLE
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150
January 1, 2017 – December 31, 2021
SUPERVISOR UNIT

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PREAMBLE

This agreement is entered into by and between the Village of Roselle, an Illinois Municipal Corporation (hereinafter referred to as Village or Employer) and the International Union of Operating Engineers, Local No. 150, Public Employees Division (hereinafter referred to as the Union). The purpose of this agreement is to provide an orderly collective bargaining relationship between the Employer and the Union, representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of the parties to work together and to maintain satisfactory terms and conditions of employment.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives, do mutually covenant and agree as follows:

ARTICLE II
RECOGNITION and UNION RIGHTS

Section 2.1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

Supervisor Bargaining Unit

Included: All full-time employees of the Village of Roselle in the Public Works Department in the following classification: Village of Roselle Public Works Division Superintendent.

Excluded: Any and all other employees of the Village of Roselle.

Section 2.2: Union Activity During Working Hours

Union activities within Employer facilities shall be restricted to administering this Agreement. The Steward or his or her designees shall ask for and obtain permission before leaving his or her job in order to conduct Union business. The Steward or his or her designees will ask for and obtain permission from the Director of Public Works. No time spent on Union activity will be compensated unless it occurs during work hours with approval of the Director of Public Works.

The Village agrees that non-employee Union representatives shall have reasonable access to Village facilities during business hours with advance notice to the Department Head or designee. Such visitation shall be for administration of this Agreement or other reasonable Union business. The Union agrees that such activity shall not interfere with the normal work duties of the employees. The Village reserves the right to designate the time and place of such meetings.

Section 2.3: Bulletin Board

The Village will provide a shared bulletin board at the Devlin Wastewater Treatment Plant and the Public Works Administration Building for posting of Union-related notices and information for both the Operators' and Superintendents' units. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. All materials posted on the board shall be dated and signed by an authorized steward.

Section 2.4: Gender

In this contract, the pronouns "He, Him, and His" shall refer to both male and female employees equally.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations and services, policies, practices and missions of the Village; to supervise and direct the working forces;

to establish the qualifications for employment and to deploy employees both internally and externally to other Public Works related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such; to establish performance standards; to discipline, suspend and/or discharge non probationary employees with just cause, probationary employees without just cause; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones; to determine physical and mental fitness standards and training needs and to assign employees to training; to determine work hours (shift hours); to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be declared by the Village President, Village Administrator, or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies; and, to generally carry out the mission of the Village.

ARTICLE III **UNION DUES/FAIR SHARE CHECKOFF**

Section 3.1: Deductions

The Employer agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, or fees, provided the employees have authorized the deduction in writing.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction the Union shall be responsible for the collection of that employee's dues. The Union agrees to refund to the employees any amount paid to the Union in error pursuant to this dues deduction provision.

Section 3.2: Fair Share

Pursuant to Section 3 (G) of the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and

the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

Section 3.3: Appeal Procedure

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

Section 3.4: Hold Harmless

The Union agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

ARTICLE IV
NO STRIKE OR LOCKOUT

Section 4.1: No Strike Commitment

Neither the Union nor any officer, agent or employee of the Union or any member of the bargaining unit will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, work-to-the-rule situation, mass absenteeism, organized interference, or any other job action related to a labor dispute which in any way results in the interruption or disruption of Village operations regardless of the reason for doing so.

Section 4.2: No Lockout

During the term of this agreement, the Village shall not instigate a lockout over a dispute with the Union. A "lockout" shall refer to the Village's refusal to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work or conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension of an employee.

Section 4.3: Discipline of Strikers

Any employee who violates the provisions of this Article may be subject to discipline up to and including discharge. Any action taken against an employee who participates in action prohibited by this Article shall not be subject to the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4.4: General Provisions

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work or otherwise cease and desist from the conduct in violation of this Article.

Section 4.5: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE V
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

A grievance is defined as a dispute between the Employer and an employee or the Union regarding the application, meaning, or interpretation of an express provision of this Agreement.

Section 5.2: Representation

Grievances may be processed by the employee, with or without a Union representative, or the Union as a Union Grievance. The Union may have the grievant, or in the case of multiple grievants, up to two (2) grievants present at meetings with management at any step of the grievance procedure. The grievant is entitled to Union representation at any step of the grievance procedure.

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

Section 5.3: Procedure

Step 1 – Director of Public Works

Any employee or Union representative who has a grievance, shall submit the grievance in writing on a form provided by the Union, which shall be substantially in the form set out in Appendix B, to the Director of Public Works. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated and the relief sought. All grievances shall be filed within ten (10) business days from the date of the occurrence of the event giving rise to the grievance or ten (10) business days from the date which the grievant (including the Union if a Union grievance) could reasonably have learned of the circumstances which gave rise to the grievance. The Director of Public Works shall investigate the grievance and may offer to discuss the grievance with the grievant and/or the Union at a mutually agreed upon time and date, to be scheduled within ten (10) business days of receipt of the grievance. Thereafter, the Director of Public Works shall render a written response to the grievant within ten (10) business days after said meeting date, or if no meeting is held, within ten (10) business days after receipt of the grievance.

Step 2 - Village Administrator

If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the decision at Step 1, the grievance shall be submitted in writing to the Village Administrator within ten (10) business days after receipt of the response at Step 1 or when a response should have been received at Step 1. The grievant shall set forth the facts and circumstances and shall state the reasons for believing that the grievance was improperly denied at the previous step. The Village Administrator shall then investigate the grievance and may hold a meeting with the parties involved in the grievance at a reasonably convenient time, to occur within ten (10) business days of receipt of the grievance at this Step. The Village Administrator shall respond to the grievance in writing within ten (10) business days after the meeting, if any, or ten (10) business days of receipt of the grievance if no meeting is held.

Step 3 - Arbitration

If the Village Administrator does not provide a written response or if a written response is not satisfactory to the grievant, the Union may within ten (10) business days after receipt of Step 2 response or the date when the Step 2 response should have been received to refer the matter to arbitration. If the parties mutually agree, more than one (1) grievance may be submitted to the arbitrator. A representative of the Village and the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one (1) list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Village and the Union. The order of striking shall be determined by coin flip with the winner having the option to strike first or second. The person whose name remains on the list shall be the arbitrator. All arbitrators must be members in good standing of the National Academy of Arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Union. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Village and the Union. Hearings shall be conducted in the Village of Roselle unless otherwise mutually agreed.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Village and the Union. The cost of arbitration shall include the arbitrator's fees, room cost, and transcription costs. Each party shall be responsible for compensating its own representatives and witnesses.

The decision and award of the arbitrator shall be made within thirty (30) days following the end of the hearing or the submission of briefs, whichever is later. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be without power to make decisions contrary to or inconsistent with public policy or applicable federal or state law or applicable rules and regulations of federal or state agencies having the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Village under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties.

Section 5.4: Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 5.3. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the

Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step. Any time period provided under the steps of this grievance procedure may be extended by mutual agreement.

Section 5.5: Union Stewards

One (1) and one (1) alternate duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to the Director of Public Works to identify the Stewards on an annual basis in January and within thirty (30) days of any change.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 6.1: Application of Article

This Article is intended only as a basis for calculating overtime payments and for establishing a work schedule and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, month or year.

Section 6.2: Work Period and Shift Schedule

For purposes of payment of overtime under the FLSA, the normal work period is defined as a seven day cycle with the hours of work assigned by the Director of Public Works. For probationary employees or for training and education purposes, the Employer may establish a different work day and shift schedule.

If employees are sent home or need to go home for rest purposes rather than work their regular hours in this situation, employees will be able to use accrued leave time, other than sick leave (unless they are in fact ill), or may use unpaid leave.

Section 6.3: Work Schedule and Changes in Work Schedule

The workday, work cycle, and hours to which employees are assigned shall be stated on the Departmental work schedule. The normal schedule is Monday through Friday. Should it be deemed by the Village to be appropriate in the interest of efficient operations to establish different work hours, the Employer will give at least 72-hour notice where practicable of the change to the affected individuals. However, it is agreed that the work hours starting and ending times will not be changed by more than two hours from the current work hours.

The current work schedule for employees is 7:00 a.m. to 3:30 p.m. with summer hours effective the third Monday of May to the first Monday in October, at 6:30 a.m. to 3:00 p.m. However, Water Department Superintendent is 7:30 a.m. to 4:00 p.m. This schedule can be changed with the 72-hour notice as stated above.

Section 6.4: Overtime Pay

Pursuant to FLSA, all hours worked in excess of 40 hours per week, will be paid at time and one-half the regular pay rate. For purposes of overtime calculation, "hours worked" include hours worked and shall also include any authorized paid time off. During a normal year an employee is scheduled for 2080 hours of work at regular rate of pay. Employees assigned or who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by electronic technologies including but not limited to SCADA, computer, facsimile machines, and telephones shall be compensated on the following basis:

1. If the problem is resolved through telecommuting methods a non-exempt employee shall be compensated for one hour at the overtime rate of pay. If more than one problem is addressed through telecommuting methods during one on-call shift, and the total time spent is one hour or less, the employee will receive only one hour of overtime pay. If more than one hour is spent resolving problems through telecommuting methods, a non-exempt employee will be compensated for the actual time spent at the overtime rate of pay.
2. If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite Village facility, then the compensation shall be based on the minimum as defined in Section 6.5 of this Agreement. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of "total hours worked." Travel time shall not be counted as "hours worked."

Section 6.5: Call-Outs

Employees that are assigned or designated on-call staff and respond, or who voluntarily respond to a call-out, shall be compensated for a minimum of two (2) hours at one and one-half (1½) their regular rate of pay. The minimum of two hours shall not apply to time immediately before or after an employee's scheduled shift. There shall be no compensation for commute time to and from a call-out assignment. Busy work assignments are to be avoided.

Section 6.6: Compensatory Time

Generally, overtime will be paid as monetary compensation. In situations where it is determined to be in the best interests of the Village and approved by the Director of Public Works or designee, whose approval will not be unreasonably denied, the Village will grant an employee's request for compensatory time off in lieu of overtime payment at a time and one-half rate. In such situations, compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved employee and the Director of Public Works or his designee.

Section 6.7: Available Status

As supervisors, the Employees are expected to be available (within reason) and to answer phone calls at a designated phone number related to Department business and to handle work related situations during off duty time. To the extent a supervisor knows he will be unavailable for a period of time (e.g., going away for the weekend), he will make a good faith effort to inform the Director of Public Works that he will be unavailable for said period of time and assist with the coordination of coverage in his absence.

Section 6.8: Required Overtime

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime will generally have first claim on the overtime, but the Village reserves the right to assign overtime to any employee based upon the totality of the circumstances in order to most effectively and efficiently provide services to the community. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. The Village shall have the right to require overtime work and employees may not refuse overtime assignments. Overtime shall be assigned in accordance with Departmental

rules. When overtime is required outside of a division, an established list shall be used for the purpose of equitably allocating overtime as reasonably as possible.

The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to perform overtime assignments which historically have been exclusively bargaining unit work. However, if the full-time personnel who would have usually worked the exclusively bargaining unit overtime refuses it or is unavailable, the employer may utilize non bargaining unit personnel for the overtime without violating the Agreement.

Section 6.9: No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VII
VACATIONS**

Section 7.1: Allowance and Accumulation

Paid vacations are provided to employees in accordance with length of service.

All employees shall earn vacation time according to the following accrual schedule, with the exception that employees with 20 or more years of service prior to June 1, 2012 shall have annual vacation earnings of 200 hours per year or 7.69 hours per pay period.

<u>Length of Service</u>	<u>Vacation Days</u>
1 year but less than 5 years	10 (3.08 hours per pay period)
5 years but less than 10 years	12 (3.69 hours per pay period)
10 years but less than 15 years	15 (4.62 hours per pay period)
15 years but less than 20 years	17 (5.23 hours per pay period)
20 years or more	20 (6.15 hours per pay period)

Section 7.2: Scheduling

No employee shall be eligible to receive a paid vacation until completion of twelve (12) months of continuous full-time service. Vacation time cannot be taken in less than 4 hour increments. Vacation time may be requested at any time with advance written request to the Director of Public Works or designee. Approval will not be unreasonably denied. Management reserves the right to limit the number of employees off for periods of time for vacation, compensatory time, personal leave, or floating holidays.

Under normal circumstances, an employee is expected to take an annual vacation, a portion of which shall include five (5) consecutive work days. As of the last payroll paid in December each year, an employee shall be allowed to have accumulated vacation time not exceeding 100 hours. Any unused vacation hours exceeding the 100 hour limit shall be lost.

If an employee terminates employment after twelve (12) months service prior to using all accrued vacation time the amount of unused vacation time will be reimbursed in the final paycheck.

In the case of the death of an employee the compensation due that employee shall be paid to his or her estate.

ARTICLE VIII
HOLIDAYS AND PERSONAL LEAVE

Section 8.1: Holidays

The following holidays shall be recognized and observed as paid holidays for employees:

New Year's Eve	New Year's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

When a holiday falls on a Saturday, the preceding Friday will be observed as the paid holiday. When a holiday falls on a Sunday, the following Monday will be observed as the paid holiday. For those years in which Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, Christmas Eve and New Year's Eve shall not be designated as holidays. In such years, employees shall instead receive 2 floating holidays. Floating holidays must be used within the calendar year and may not be carried over to the following year. Floating holidays shall be taken at the discretion of the employee, provided that the Director of Public Works approves the scheduled date. Such approval will not be unreasonably denied.

Section 8.2: Holiday Pay

All employees shall receive eight hours pay for each holiday. Some employees may be required to work on a designated holiday. On such occasions, the employee will be paid the eight hours holiday pay and shall be paid at time and one-half their regular rate of pay for actual hours worked.

Section 8.3: Personal Leave

A maximum of sixteen (16) hours personal leave will be afforded to employees during each calendar year. Eight hours of personal time shall be considered earned as of January 1 and July 1 of each year. New employees hired between January 1 and June 30 will earn eight hours personal leave their first calendar year. New employees hired on or after July 1 will not earn personal leave in that calendar year.

Personal leave shall be taken at the discretion of the employee provided that the scheduled days are approved by the Director of Public Works. Employees must request personal leave at least 48 hours in advance whenever possible, and personal leave shall be taken in no less than one hour increments. Personal leave must be utilized within the calendar year and cannot be accumulated or reimbursed in a form of an extra day of pay. Any personal leave not utilized prior to December 31, or prior to an employee's termination or notice of resignation, is to be considered lost.

ARTICLE IX
SICK LEAVE

Section 9.1: Sick Leave

Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. In accordance with the sick leave buyback schedule in Section 9.2, employees shall not exceed a maximum accrual balance of 960 hours after the buyback is completed each year, with the exception that employees with an accrued balance of sick leave in

excess of 960 hours prior to January 1, 2013 shall retain those balances and may use the hours at their current rate of pay. Sick leave may be used for illness, injury, disability or medical appointments which cannot be made during non-working hours. Sick leave may also be used for an illness or injury in the immediate family which requires the employee to remain at home except such use of sick leave shall be only on an emergency or temporary basis. For family illness or injury, employees are to provide for other care as soon as practical. New employees shall not be eligible for paid sick leave until thirty (30) days from the date of hire. Sick leave will be paid in increments of one (1) hour. Any use of sick leave will be rounded up to the nearest whole hour.

An employee unable to report to work shall contact the Director of Public Works at least one hour prior to the start of the scheduled work day. The employee shall inform a subordinate employee of his or her absence and ensure work assignments for the day are appropriately coordinated. If the absence is longer than one (1) day, the employee shall keep the Director of Public Works informed of his condition and anticipated return to work date. At the discretion of the Director of Public Works, employees absent for more than four occurrences in a calendar year may be required to submit a statement from a physician verifying the illness and fitness to return to duty. If the condition of an employee is in question, at any time the Village Administrator may require a physical exam at the expense of the Village.

The use of sick leave is intended only for legitimate reasons as outlined in this Section. Employees on sick leave are expected to limit their activities as required by the illness or other reason requiring the use of sick leave. Any abuse of the sick leave policy shall result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of sick leave shall include, but not be limited to the following:

- a) failure to notify Director of Public Works of absence or condition;
- b) failure to provide documentation as required;
- c) a pattern of absences preceding or following regularly scheduled off-days (including weekends); or
- d) a pattern of absences on days preceding or following holidays or vacation days.

In addition, paid sick leave will not be granted to any employee during the last two (2) weeks of employment unless verification is received from a physician that the employee was physically unable to work. Further, sick leave cannot be utilized for illness or injury resulting from outside or secondary employment.

Section 9.2: Sick Leave Buyback

Employees will be compensated annually for a portion of unused sick leave. Sick leave compensation will be based upon the amount of accrued sick leave during the calendar year. Such compensation will be paid at the employee's effective hourly rate in February according to the following buy back schedule.

Sick Leave accrued as of the final payroll period paid in December

Unused Sick Leave Compensation

Less than 480 hours

No Compensation

480 hours to 959 hours	25% of sick hours earned and not used during prior year (remaining unused hours are carried over and retained.)
960 or more hours	50% of sick hours earned and not used during prior year (remaining unused hours are not carried over and therefore lost.)

If an employee terminates employment with the Village prior to receiving unused sick leave compensation, such compensation will be paid on the last paycheck, pro-rated according to the schedule herein, provided the proper two (2) weeks written notice is given.

Upon retirement, those employees with at least twenty (20) years of service and with at least 240 hours of accumulated sick leave may elect to receive compensation of up to one-half (1/2) of their accumulated sick leave as monetary compensation in an amount not to exceed 480 hours. (For example, an employee with a sick leave balance of 900 hours may elect to receive 450 hours as monetary compensation.) This benefit however, shall not be available to individuals retiring on a disability pension.

Employees retiring into IMRF shall receive the sick leave as monetary compensation two months following retirement so that the sick leave payment will not be included in the final rate of earnings for pension purposes.

ARTICLE X
LEAVE OF ABSENCE

Section 10.1: Bereavement Leave

Bereavement leave shall be granted in the event of a death of a member of a full-time employee's immediate family. The immediate family shall include: spouse, children (including step), mother, father (including step), brother, sister, current brother-in-law, current sister-in-law, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, grandparents, grandchildren, and guardians. An employee shall be granted no more than three (3) days off with pay for the purpose of making funeral arrangements and for use on the day(s) of visitation and the day of the funeral.

When special circumstances warrant, an employee may request up to two (2) additional workdays of accrued leave, other than sick leave, subject to the approval of the Village Administrator. An employee who attends the funeral will be compensated for any time lost at the straight time hourly rate. If the funeral occurs during a holiday, leave of absence, or on another non-scheduled working day the holiday or leave will not be extended because of the bereavement leave, and there will be no additional pay to the employee. The employee must notify the Public Works Director before the time of his absence to be eligible for bereavement leave. The Village Administrator may, at his or her discretion, require evidence to substantiate the eligibility for paid bereavement leave.

Section 10.2: Military Leave

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

Section 10.3: Jury Duty

If noticed to serve on a jury, the employee will be granted a paid leave of absence. The employee must notify the Director of Public Works immediately so that time off can be scheduled. Jury duty does not constitute a break in employment, and therefore, benefits accrue as usual. If the employee receives compensation from the Court for jury duty, the employee is not required to return any compensation to the Village. No overtime payments, if eligible, will be paid to employees while on Jury Duty Leave. If the employee reports for jury duty and is dismissed, the employee will be required to report for work for the remainder of each day on which this occurs. If the employee is informed that they do not need to report to Court on any day of the jury duty notice, they are required to inform their Department Head or supervisor immediately and report to work.

Section 10.4: Unpaid Leave

An unpaid leave of absence of up to six (6) months may be requested by employees with more than one (1) year of continuous service. Requests for leave must be made in writing to the Director of Public Works along with an explanation of the reason for the request. Unpaid leave may be granted with the approval of the Village Administrator. Employees may be required to exhaust all paid leave prior to being granted an unpaid leave of absence, at the discretion of the Village Administrator. Employees are required to return all Village equipment before a leave of absence is effective.

Unpaid leaves of absence in excess of one month provide no guarantee of reinstatement to the former position, unless approved by the Village Administrator. Upon reinstatement after the leave of absence, the Village Administrator shall attempt to reinstate the employee to his former position or one that is similar, depending on qualifications. If no position is available upon expiration of the leave of absence, the employee may be considered for future openings depending on qualifications.

Sick leave, vacation, holiday benefits and seniority will not accrue during the leave of absence, and the employee's anniversary date shall be adjusted according to the length of absence. Health and Life insurance benefits will be maintained during the leave of absence, according to the provisions of the policy in effect and provided that the employee pays the full premium amount unless required otherwise by state or federal law. Upon return to duty, employees will receive credit for all unused sick or vacation leave earned prior to the leave of absence.

Section 10.5: Disability Leave

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

ARTICLE XI
SENIORITY

Section 11.1: Seniority Defined

Seniority is defined as an employee's length of continuous full time service as an employee with the Village, unless prior to the execution of this Agreement the Village has granted an exception to this and has allowed an employee to retain previous work time in calculating seniority.

Section 11.2: Termination of Seniority

Seniority and the employee relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged with cause (probationary employees with or without just cause);
- c) retires;
- d) falsifies the reason for a leave of absence;
- e) except under exigent circumstances fails to report to work at the conclusion of an authorized leave of absence or vacation or is absent for three (3) or more consecutive days without notifying the Village;
- f) is laid off and fails to report to work on the mutually agreed upon date after having been recalled;
- g) is laid off for a period in excess of two (2) years.

However, if an employee returns to work in any capacity for the Employer within twenty four (24) months, the break in continuous service shall be removed from his/her record.

Section 11.3: Probationary Employees

An employee is probationary for the first twelve (12) months of employment. Any absence of greater than fifteen (15) consecutive days shall result in an extension of the 12 month probationary period for an equal amount of time.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

If a member of the Operators' unit is promoted into a Division Superintendent position, the employee will serve a twelve (12) month probationary period as set forth above for new hires. During the probationary period, the promoted employee may be demoted back into the Operators' unit for failing to meet performance expectations of the Employer, even if the demotion may cause a layoff in that bargaining unit. Nothing in this section shall be interpreted to require a superintendent to be demoted rather than being discharged so long as employer has just cause.

ARTICLE XII
LAYOFF

Section 12.1: Layoff Procedure

The Employer in its discretion shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary in any classification covered by this Agreement, the least senior employees in the classification will be laid off first in inverse order of their seniority. The Village may layoff employees out of this inverse order of seniority in a classification only if the retention of a less senior employee is operationally necessary to perform the remaining work based upon licensure and/or special skills that are unique to that classification.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any equal or lower classification provided that he has more seniority than any other person in that classification, and further

provided that he is qualified to perform the duties of the position within twenty (20) working days of training and experience. In this circumstance, the least senior employee in the classification will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

All employees and the Union shall receive notice in writing of the layoffs at least thirty (30) days in advance of the effective date of the layoff. An employee selected for layoff shall have ten (10) calendar days to inform the Village of his intent to exercise his bumping rights.

Section 12.2: Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given notice thereof by Certified or Registered mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his designee of his intention to return to work within fifteen (15) days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, his name shall be placed at the bottom of the recall list for the first failure to respond, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over thirty (30) days apart.

ARTICLE XIII
LABOR-MANAGEMENT MEETINGS

Section 13.1: Labor-Management Meetings

The Union and the Employer mutually agree that in the interest of harmonious management and employee relations, it is desirable that quarterly meetings be held between local representatives and representatives of the Employer. If the parties mutually agree that a quarterly meeting is not necessary, the meeting will not be held. In addition, the parties mutually agree that additional meetings may be held if necessary. Such meetings may be requested by either party at least five (5) days in advance, and must be accompanied by a written agenda. Meetings shall be limited to:

- a) discussions on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties;
- c) notifying the Union of changes in non-mandatory subjects of bargaining contemplated by the Employer which may affect employees; and
- d) occupational safety and health issues.

Section 13.2: Meetings Exclusive of Grievance Process

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor/management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, unless mutually agreed otherwise.

Section 13.3: Attendance at Labor/Management Meetings

Attendance at labor/management conferences shall be voluntary on the employee's part. Employees attending such conferences shall be limited to two. The Employer will release from duty without loss of pay not more than one employee for the purpose of attending

labor/management conferences. The employees who are released shall be subject to calls for duty and emergency assignments as needed. The remaining local representatives may utilize available accrued time off options other than sick leave if scheduled to work when a labor/management conference is scheduled. No employee shall receive compensation for attending such meetings while off duty.

ARTICLE XIV PROTECTIVE GEAR AND CLOTHING ALLOWANCE

Section 14.1: Clothing Allowance

Employees are expected to maintain clothing in accordance with the *Public Works Uniform and Dress Code Policy*. The Village has the right to require employees to purchase uniforms/clothing that is required by the Department. During 2017, employees will receive a separate \$250.00 check for the sole use of purchasing Department required uniforms/clothing. Effective 2018, the clothing allowance shall be increased to \$500.00. The 2017 checks will be disbursed on or about May 1 of each year with the regular payroll occurring at those times. For 2018, two separate \$250.00 checks will be disbursed on or about May 1 and November 1 with the regular payroll occurring at those times.

Section 14.2: Protective Gear

All protective gear required of employees by the Village for the performance of their duties shall be furnished by the Village without cost to the employee. Protective gear is defined as hardhat, hearing and eye protection, rain gear (jacket, pants & boots), and work gloves.

Section 14.3: Replacement of Personal Property

The Village agrees to repair/replace as necessary an employee's eyeglasses, contact lenses, prescription sunglasses, watch or other items of personal property, except cellular phones and pagers or other personal electronic devices, if such are damaged or broken while being worn by the employee during the course of the employee's duties. Such incidents are to be documented with the Director of Public Works or his designee, and the Village's obligation is limited to one hundred dollars (\$100.00) per incident or two hundred fifty dollars (\$250.00) for prescription eyeglasses. This provision does not apply to personal property damaged or broken as a result of the employee's negligence or misconduct.

ARTICLE XV INSURANCE

Section 15.1: Health, Dental and Life Insurance

As soon as practical following execution of this Agreement, the employees will be removed from the Village's group health and dental plans and simultaneously enrolled in the Union's health and dental insurance plan. Bargaining unit members shall have no right to re-enter the Village's group health and dental insurance for the duration of this contract. All health and dental insurance claim inquiries, complaints and grievances shall be handled by the Union. During the life of this Agreement, employees may continue to participate in the Village's group life insurance plans on the same basis as other Village employees.

The Village agrees to pay for each bargaining unit member toward the Union's health and dental insurance benefit plan as set forth in this Section. Any annual increase effective on or after February 1, 2016 in the Village's contribution must be substantiated by the Union, and will not exceed the following amounts paid per month (single/single plus one/family):

May 1, 2017:	\$630/\$1260/\$1921
January 1, 2018:	\$661.50/\$1323/\$2017.05 (5% Increase over 2017 premium.)
January 1, 2019:	No more than 5% increase over previous year's premiums. Should the rates be higher than 5%, the employee's hourly rate shall be reduced by the amount exceeding 5%. The premium increase shall not exceed 10%.
January 1, 2020:	Same as January 1, 2019 above.
January 1, 2021:	Same as January 1, 2019 above.

Example:

Premiums on 12/31/2018 will be \$661.50 single; \$1323 single +1; \$2017.05 family. If premiums go up by 7% on 1/1/2019 instead of 5%, then the premiums would be as follows: \$707.80 single; \$1416 single +1; \$2158 family. The differential between "maximum" and "actual" is \$13.23/month, \$158.80/year for single coverage; \$26.46/month, \$317.50/year for single +1; and \$40.34/month, \$484.10/year for family. The hourly wage rate of a person with single coverage would be reduced by \$0.08 per hour; for single +1 coverage it would be reduced \$0.15 per hour; for family it would be reduced by \$0.23 per hour and the difference would be used to cover the cost difference for the Village's Insurance payments to the Union.

Bargaining unit members must notify the Village Administrator's office, in writing, of any changes to the bargaining unit member's coverage requirements within 14 days. Failure to timely notify the Village Administrator's office will require the employee to pay directly to the Union any increase in contributions or reimburse the Village any decrease in contributions as a result of the change in coverage requirements.

The Union and the Plan shall be solely responsible for any taxes, fees, or other costs associated with the Plan, including any and all costs imposed on the Plan under the Patient Protection and Affordable Care Act ("PPACA") or under any other state or federal legislation. This includes, but is not limited to: any excise tax for high cost coverage (e.g., the "Cadillac Tax"), the costs for the Comparative Effectiveness Research Fee, the Health Insurance Industry Fee, or the Reinsurance Assessment, for example.

The Union agrees to indemnify and hold the Village harmless for the full amount of any and all costs should the Village be charged any fees, taxes, premiums, or other costs beyond the premiums outlined above as a result of any bargaining unit employee's participation or non-participation in the Union's insurance plan. This includes but is not limited to any and all fees imposed on the Village as a result of the Union's failure to provide "affordable" coverage. The Village shall be entitled to recover all costs, reasonable attorney's fees, and collection fees incurred in order to enforce this provision of the Agreement.

ARTICLE XVI **WAGES**

Section 16.1: Wages

Employees shall be paid an annual salary in accordance with the Village's pay and classification system and as set out in Appendix A of this Agreement.

Minimum and Maximum Wage Rates. The minimum and maximum wage rates for the term of this Agreement are set forth in Appendix A, attached.

The minimum rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced employee at a higher rate within the applicable job classification range. No employee can be compensated below the minimum wage rate or above the maximum wage rate for their job classification.

ARTICLE XVII **TUITION/TRAINING/LICENSE/CERTIFICATION REIMBURSEMENT**

The current training, continuing education and certification reimbursement in effect at the time of this Agreement shall remain in full force and effect during the life of this Agreement.

ARTICLE XVIII **DISCIPLINARY PROCEDURES**

Section 18.1: Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be limited to the following progressive steps of priority:

- a) Oral warning with documentation of such filed in the employee's personnel file.
- b) Written reprimand with copy of such maintained in the employee's personnel file.
- c) Suspension without pay with documentation of such maintained in the employee's personnel file.
- d) Demotion with corresponding deduction in pay, with documentation of such to be maintained in the employee's personnel file.
- e) Discharge with documentation of such maintained in the employee's personnel file.

Prior to actual imposition of written reprimands, suspension without pay, demotion or discharge, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing the disciplinary action. After any supervisor's action of written reprimand, suspension without pay, demotion or discharge the employee shall be informed of the basis for such action.

Discipline may be initiated at any step depending on the seriousness of the infraction. Therefore, the Employer may impose a penalty of up to discharge as the first action when it deems it appropriate based on the totality of the circumstances. The Union reserves the right to grieve a disciplinary action taken by the Village.

Section 18.2: Right to Representation

The parties agree that "Weingarten rights" shall be afforded to all employees. Employees shall have the right to request a Union representative be present during any investigatory interview with a supervisor when the employee reasonably believes disciplinary action against the employee may result from the interview. In the event a requested representative is not available, the employee will be given the opportunity to have an alternative representative attend the meeting as long as the meeting is not delayed.

ARTICLE XIX
SAFETY

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XX
SUBCONTRACTING

Section 20.1: General Policy

It is the general policy of the Employer to continue to utilize 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 exercise of its best judgment and consistent with the Employer's lawful authority under the Illinois statutes.

ARTICLE XXI
NON-DISCRIMINATION

Section 21.1: Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law; however, no grievance alleging a violation of this section shall be subject to arbitration.

Section 21.2: Union Activity

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 this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXII
SAVINGS CLAUSE

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State legislations, Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations upon the request of either party.

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for the contract's term. Specifically, the Union waives any rights to effects or to impact bargaining it may have for the term of this Agreement. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral. If a past practice is not addressed in this contract, it may be changed by the Employer. 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 matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIV
DURATION

This Agreement shall be effective upon ratification and execution by the parties and shall remain in full force and effect until December 31, 2021. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of March, 2017.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX A
SUPERINTENDENTS' SALARIES

		0.50%	2.50%	2.00%	2.00%	2.00%
	1/1/2017	5/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
Mike Schulz	\$102,185	\$102,696	\$105,263	\$107,369	\$109,516	\$111,706
John LaRocca	\$103,191	\$103,707	\$106,300	\$108,426	\$110,594	\$112,806
Kurt Grapenthin	\$103,697	\$104,215	\$106,821	\$108,957	\$111,136	\$113,359

ANTICIPATED SALARY RANGES

1/1/2017		1/1/2018		1/1/2019		1/1/2020		1/1/2021	
Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
\$74,473	\$104,262	\$76,334	\$106,868	\$77,861	\$109,006	\$79,418	\$111,186	\$81,007	\$113,409

**APPENDIX B
GRIEVANCE FORM**

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 · FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

GRIEVANCE

Use additional sheets if necessary)

Grievant's Name: _____ Date Filed: _____

STEP ONE

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance: _____

Article(s) & Section(s) of Contract Violated: Including, but not limited to, _____

Brief Statement of Facts: _____

Remedy Sought: _____ any and all other appropriate remedies.

Given To: _____ Time and Date: _____

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Positions

Response Recipient

Date

STEP TWO

Given To: _____ Date and Time: _____

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

STEP THREE

Reason for Advancing Grievance:

Given To:

Date and Time:

Grievant's Signature	Representative's Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Positions

Response Recipient

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date and Time:

Grievant's Signature	Representative's Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Response Recipient

Date