

MEMORANDUM

To: Sol Cabachuela, Village Clerk

From: John A. Lobaito, Village Administrator

Date: December 19, 2019

Re: Local 150 Labor Agreement

Attached is one signed original of the Labor Agreement between the Village of Mundelein and International Union of Operating Engineers Local 150 for the period January 1, 2020, through April 30, 2023, for your files.

December 19, 2019

Ms. Candice Mares
International Union of Operating Engineers
6200 Joliet Road
Countryside, IL 60525-3992

Dear Ms. Mares:

Enclosed is one signed original of the Labor Agreement between the Village of Mundelein and International Union of Operating Engineers Local 150 for the period January 1, 2020, through April 30, 2023.

Sincerely,



John A. Lobaito
Village Administrator

JAL/ckp

Enclosure

cc: Ms. Lynne Monroe, Human Resources Manager
Mr. Adam Boeche, Public Works and Engineering Director

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

CANDICE MARES
PUBLIC SECTOR ASSISTANT
FAX: (708) 387-8330
E-MAIL: CMARES@LOCAL150.ORG

December 18, 2019

VIA UPS OVERNIGHT MAIL

Lynne Monroe
Director of Human Resources
Village of Mundelein
300 Plaza Circle
Mundelein IL 60060

RE: International Union of Operating Engineers, Local 150 and Village of Mundelein – Public Works Division - collective bargaining agreement

Dear Ms. Monroe:

Enclosed are two (2) original Collective Bargaining Agreements between the Village of Mundelein – Public Works Division and the International Union of Operating Engineers, Local 150, dated January 1, 2020 through April 30, 2023. Please sign each original where indicated and return one (1) to the undersigned. Also, upon execution, you could please email a PDF copy.

Sincerely,

Candice Mares

Enclosure

ecc: Kenneth Edwards, Attorney

LABOR AGREEMENT

Between

VILLAGE OF MUNDELEIN
and INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 150
January 1, 2020 through April 30, 2023

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AGREEMENT

THIS AGREEMENT ("Agreement") has been made and entered into by the Village of Mundelein, Illinois (hereinafter referred to as the "Village" or the "Employer") and the International Union of Operating Engineers, Local 150 Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I

UNION RECOGNITION/MANAGEMENT RIGHTS

Section 1.1 Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time Maintenance Technician I, Maintenance Technician II, and Crew Leader within the Public Works Department of the Village of Mundelein, but excluding all other employees of the Village, including Assistant Superintendents and Superintendents and all other supervisory and managerial, part-time, temporary and confidential employees as defined in the Act.

Section 1.2 New Classifications. If the Village creates and fills a new full-time non-professional/non-technical position that includes substantially the same work now being done by

employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. The foregoing shall not apply to any classification/position this is statutorily excluded. The parties agree that each will fulfill its requirements under law with respect to negotiations regarding the rate to be paid to the new classifications although the Village may set the initial rate for and fill the classification pending the outcome of any negotiations with the Union.

Section 1.3 Management Rights. It is understood and agreed that the Village possesses the sole right and authority to operate the Village and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness standards; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish reasonable work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders, procedures, programs and policies; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to use temporary, part-time, and other non-bargaining unit employees as the Village deems appropriate, subject to the other provisions of this Agreement; to evaluate performance and productivity and establish awards or

sanctions for various levels of performance; to determine whether work is to be performed by employees in the unit or outside the unit and which employees; and to take any and all actions as may be necessary to carry out the mission of the Village and Public- Works Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the Village Administrator or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE II **UNION RIGHTS**

Section 2.1 Union Representatives. A duly authorized Union business representative will be permitted access at reasonable times to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. The business representative will be identified to the Director of Public Works and Engineering or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Director of Public Works and Engineering or his designee to enter and conduct his business so as not to interfere with Village operations. If such approval is granted, the Director of Public Works and Engineering or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union representatives and employees shall not occur during

the employees' hours of work. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.2 Time Off for Union Activities. Employees may use earned and accumulated time off (vacations or floating holidays) with the appropriate advance request and approval of the non-bargaining unit supervisor, subject to the provisions of this Agreement and applicable departmental rules.

Section 2.3 Union Use of Bulletin Board. The Village shall make available space at each work location for the Union to place a 2' x 3' bulletin board for the posting of official Union notices, minutes or other correspondence. Such material shall be non-political, non-controversial and non-inflammatory in nature. The Union will limit the posting of such Union materials to the bulletin board. No material shall be posted on the bulletin board without first being submitted to the Director of Public Works and Engineering or his designee.

ARTICLE III **DUES DEDUCTION AND INDEMNIFICATION**

Section 3.1 Dues Deduction. While this Agreement is in effect, the Village will deduct from the first two (2) paychecks of the month, and forward to the Union, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the Union within thirty (30) calendar days of the deduction. If the employee has no earnings or insufficient earnings due for that

period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the Village thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2 Union Indemnification. The Union shall indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

Section 3.3 Union Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE IV **HOURS OF WORK AND OVERTIME**

Section 4.1 Work Day and Work Week. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week and nothing contained herein shall be construed to preclude the Village from restructuring the regular workday or workweek in accordance with the provisions of this Article.

The regular workday for bargaining unit employees shall normally consist of eight (8) hours and the regular workweek shall normally be forty (40) hours in a Village workweek (Monday 12:00 am to 11:59 pm. Sunday. Except as set forth herein, the normal hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, normally including one (1) forty-five (45) minute lunch, inclusive of travel time. Thirty minutes shall be unpaid and 15 minutes shall be paid. The meal

period/break may be taken at the job site or appropriate break room, with the approval of the non-bargaining unit supervisor. Where the requirements of the position dictate that employees work through their lunch/break period, the employee will either be compensated for the time at the appropriate hourly rate or be allowed to leave work early, at the discretion of the employee's non-bargaining unit supervisor. Additionally, there shall be a ten-minute clean-up/wash-up time at the end of the day, where employees shall have the opportunity to clean up and change their clothes prior to punching out.

Section 4.2 Overtime. An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all approved hours worked in excess of 40 hours in the Village work week. Hours worked shall not include any uncompensated periods- or unpaid time off,

-but shall include sick leave, vacation, holidays, floating holidays, bereavement leave, and jury duty. Overtime rates are calculated by dividing the annual rate (see Appendix C attached hereto) by the annual number of hours scheduled and multiplying the resulting hourly rate by one point five (1.5).

Section 4.3 Overtime Distribution. 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 shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation may require the working of overtime. Non-bargaining unit personnel may continue to perform work also performed by bargaining unit personnel consistent with the current (as of the date of this Agreement) practice.

Section 4.4 Call Back Pay. An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid for all hours worked outside his normal hours of work or a minimum of two (2) hours of pay, whichever is greater, at the applicable rate of pay. Pay shall commence upon punching in. This section shall not be applicable to a callback where the minimum would overlap with the regular shift or if the Village adjusts the employees work hours pursuant to Section 4.5.

Section 4.5 Temporary Changes In Regular Work Day and Work Week. The Village may temporarily change the regular work day with a shift beginning no earlier than 5:00 a.m. The Village agrees to give the employees no less than 48 hours' notice of such change. It is also agreed that there may be circumstances that warrant the working of an unusual schedule, including evening hours and or Saturdays due to the nature of the work involved (e.g., painting a Village building when no employees are present). In this case, the Village shall also give no less than 48 hours' notice and shall solicit qualified volunteers to perform the work. Should there not be enough qualified volunteers to perform the work, the Village shall fill the schedule by inverse order of seniority amongst qualified employees.

Section 4.6 Call Back Procedure. Call backs start with a phone call to the contact number for the assigned on-call employee; either the Village-issued cell phone or personal cell phone. Employees shall be responsible to promptly notify their supervisor of any change in their contact number. All employees who are not on approved leave shall be responsible for responding to a call back once they are contacted. It shall be considered a no response when an employee fails to make voice contact with the individual placing the call-back phone call within fifteen (15) minutes of the initial call or fails to actually arrive for the call-out within 60 minutes of the call-back phone call. Voice mail, email, etc. shall not constitute a voice contact for the purposes of acknowledging a call back. Employees that fail to respond to a call back may be subject to progressive discipline.

Section 4.7 First Responder Compensation. An employee who is assigned, in the discretion of the Village, and actually serves as a First Responder shall be paid \$100 for each full week he is assigned to and actually serves as a First Responder. If a First Responder is called out while so assigned, he shall receive callback pay pursuant to Section 4.4 of this Agreement in addition to the compensation set forth in Section 4.7. On an annual basis, the First Responder schedule shall be set for the entire calendar year and will rotate on weekly based upon seniority. The First Responder will be set as stated herein, but thereafter it is agreed the schedule shall no longer reset at the start of each calendar year thereafter but will, rather, simply continue the rotation where it left off each December into January. Employees within a division

may trade First Responder assignments, so long as they provide advance notice to the Department Head or his designee and the trade is approved in advance. It is understood that there shall be no "second responder" designated on-call. However, with the approval of the non-bargaining unit supervisor, additional responders may be contacted for events/work requiring attention of more than one employee. Those responders shall not receive compensation pursuant to the provisions of this section but instead will be compensated pursuant to the provisions of Section 4.4. First Responders, when called, shall contact other First Responders prior to contacting anyone else in their respective divisions. The First Responders shall call other First Responders in this order: Streets (including Facilities Maintenance) calls Sewer, Sewer calls Water, Water calls Streets. Should there be a need for a third person, the First Responder shall call the remaining First Responder from Streets, Sewer, or Water. After the third First Responder is called in, and in the case of the need for additional employees, it shall revert to the initial division from where the call began, beginning with the next employee on the callout list from that division. For calls involving Fleet Maintenance work, it is agreed that the Fleet First Responders will call additional employees should they need to first from their division and then, should they need additional help, from other qualified First Responders.

Section 4.8 No Pyramiding. Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

Section 4.9 Mandatory Rest Period. Unless an employee agrees otherwise, an employee will not be required to work more than sixteen (16) hours in a 24-hour period without being allowed an eight (8) hour unpaid rest period on or off site, at the employee's discretion.

ARTICLE V **SENIORITY**

Section 5.1 Definition of Seniority. Seniority shall be determined by an employee's continuous full-time service with the Village of Mundelein Public Works Department, calculated from the most recent date of hire with the Village, less adjustments for layoffs, suspensions and approved leaves of absence

without pay of thirty (30) consecutive days or more.

Provided, however, if an employee who is currently employed separated employment and was rehired by the Village within twelve (12) months of separating employment, the employee's prior service shall be reinstated (minus the break in service), but such prior service shall not affect his benefits or salary.

Section 5.2 Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires;
- d) fails to report for work immediately after the conclusion of an authorized leave of absence absent circumstances beyond the control of the employee, satisfactory to the Director;
- e) is laid off and fails to notify the Director of Public Works and Engineering or his designee of his intent to return to work within three (3) business days after receiving notification of recall or fails to report to work within ten (10) business days after receiving notification of recall absent circumstances beyond the control of the employee, satisfactory to the Director;
- f) is laid off for a period in excess of twelve (12) months;
- g) is absent for three (3) or more consecutive working days without notifying the Director of Public Works and Engineering or his designee absent circumstances beyond the control of the employee, satisfactory to the Director.

Section 5.3 Seniority List. As soon as practicable after the effective date of this Agreement, the Village will post and furnish the Union a list showing the name and seniority date of each employee in the bargaining unit. Within thirty (30) calendar days after the date of posting, an employee must notify the Village of any alleged errors in the list or it will be considered binding on the employee and Union. A revised list will be posted once per year. After each posting, an employee must notify the Village of any alleged errors within thirty (30) calendar days or the list will be considered binding on the employee and the Union.

Section 5.4 Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees for a probationary period of twelve (12) months of

employment. The probationary period may be adjusted and extended for an additional period not to exceed three (3) months if, in the sole discretion of the Director of Public Works and Engineering, it is determined that such additional time is needed to evaluate the employee. During an employee's probationary period, the employee may be disciplined, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the discipline, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position in the Public Works Department.

ARTICLE VI

LAYOFF AND RECALL

Section 6.1 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off by division and classification and seniority provided the remaining employees have the qualifications to perform the remaining work without additional training. Employees shall be notified in writing at least twenty-one (21) calendar days in advance of the effective date of such layoffs. The Village agrees to meet with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff though such meeting shall not delay the layoff(s).

An employee in an equal or higher classification may bump an employee in an equal or lower classification if the employee has greater seniority and is able to perform the work of the position to which he is bumping without additional training. Said employee shall be placed on the salary schedule at the corresponding step of the lower classification. This process shall continue until all employees slated for layoff or bumping have had the opportunity to exercise the bumping rights set forth herein.

Section 6.2 Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the

health insurance offered by the Village by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

Section 6.3 Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled to a classification within a division in the inverse order of their layoff from that classification in that division, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of Public Works and Engineering of his intention to return to work within five (5) business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works and Engineering with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE VII **DISCIPLINARY PROCEDURES**

Section 7.1 Employee Discipline. Disciplinary action shall generally include, but not be limited to: verbal reprimands, written reprimands, suspensions without pay and discharges. Provided, however, the Village reserves the right to implement the discipline it deems appropriate under the circumstances based upon the employee's work history, severity of the offense and other legitimate considerations. Discipline shall be for just cause. Prior to suspending an employee without pay or

discharging an employee, the Village shall offer the employee an opportunity to respond to the allegations and contemplated discipline. Verbal reprimands may only be grieved to Step 2. (The parties recognize that the exclusion of verbal reprimands from arbitration was the quid pro quo for the Village agreement to subject verbal reprimands to the just cause standard.)

Section 7.2 Right to Representation. An employee shall, upon request, be entitled to Union representation during any investigatory interview that the employee reasonably believes may lead to disciplinary action. The employee does not have the right to insist on a particular representative.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 8.1 Definition. A "grievance" is defined as a dispute or difference of opinion raised by an affected employee or the Union (if the grievance is on behalf of two or more affected employees) against the Village involving an alleged interpretation, application or violation of an express provision of this Agreement.

Section 8.2 Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance or the Union (if the grievance is on behalf of two or more affected employees) shall submit the grievance in writing (on the form attached hereto as Appendix B) to the employee's superintendent, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the signature of the affected employee(s). All grievances must be presented no later than seven (7) business days from the date of the first occurrence of the event giving rise to the grievance or seven (7) business days from the date that either the employee or the Union first knew or, with the use of reasonable diligence, should have first

known of the first occurrence of the event giving rise to the grievance. Business days shall be defined as Monday through Friday, excluding holidays celebrated by the Village. The superintendent shall render a written response to the affected employee or Union (if the grievance is on behalf of two or more affected employees (hereinafter "grievant") within seven (7) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Director of Public Works and Engineering or his designee within seven (7) business days after receipt of the Village's answer at Step 1 or within seven (7) business days of the date the Step 1 answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works and Engineering or his designee (and other appropriate persons as determined by the Director), shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union, if requested. If no settlement of the grievance is reached, the Director of Public Works and Engineering, or his designee, shall provide a written answer to the grievant and the Union within seven (7) business days following their meeting.

Section 8.3 Arbitration. If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration by notifying the Village Administrator, as described below, within fifteen (15) business days of receipt of the Village's written answer to the Union at Step 3 or within fifteen (15) business days of the date the Step 3 answer was due:

- (a) The Union and Village shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who

shall be members of the National Academy of Arbitrators from Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be split evenly by the parties. The cost of a written transcript, if requested by the arbitrator or agreed to by the parties, shall be divided equally between the Village and the Union; Provided, however, each party shall be responsible for compensating its own representatives and witnesses, including employee witnesses.

Section 8.4 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no

authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations of administrative bodies (excluding rules and regulations of the Village that conflict with the labor agreement) and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 8.5 Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days from the date of the first occurrence of the event giving rise to the grievance or seven (7) business days of the date that either the employee or the Union first knew or, with the use of reasonable diligence, should have known about the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the affected employee or the Union (if the grievance is on behalf of two or more affected employees) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union (if the grievance is on behalf of two or more affected employees) shall treat the grievance as denied at the step and may immediately appeal the grievance to the next step.

The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.6 Union Stewards. The Village recognizes the right of bargaining unit employees to select three (3) Union Stewards. The Union shall provide the Director of Public Works and Engineering with the name of any Union Stewards selected by the Union, including the Chief Steward, if any. The Union Stewards shall not be permitted to conduct Union business during working hours, except as expressly identified in this Agreement.

Section 8.7 Time Off. No time spent on grievance matters shall be considered time worked for compensation purposes, except as follows. Employees shall be released from regular duty without loss of regular straight time pay if an applicable meeting occurs during the employee's and/or employee's regular work shift in the following circumstances: (1) employee is the subject of an investigatory interview scheduled by the Village; (2) steward represents an employee during an investigatory interview scheduled by the Village; and/or (3) one employee grievant and a steward (if requested by the employee or if a Union grievance) for a Step 2 grievance meeting scheduled by the Village.

Section 8.8 Bypassing Steps. The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

ARTICLE IX **LEAVES**

Section 9.1 Holidays. The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Eve (one-half of standard day)
Labor Day	Christmas Day
4 Floating holidays	

Floating holidays must be taken in accordance with the procedure and increments identified in the Employee Reference Manual and approved in advance by the Director of Public Works and Engineering or his designee.

In order to be paid for the holiday, an employee who is scheduled off on the holiday must (1) work the last scheduled work day preceding the holiday and first scheduled work day following the holiday, or be on pre-approved paid leave; and (2) be employed by the Village at least fifteen (15) days prior to the holiday.

Section 9.2 Designated Holidays. Annually, the Village shall designate the day on which holidays will be celebrated.

Section 9.3 Vacation.

A. Allowance. An employee shall be entitled to vacation based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

Years of Continuous Service	Annual Vacation Hours
1 year – 4 years	80
5 years – 9 years	120
10 years – 14 years	160
15 years – 19 years	176
20 years and over	200

*For employees scheduled for a 40-hour work week.

B. Eligibility. A new employee may not use vacation until he has been employed for one (1) continuous year of employment, unless the Director of Public Works and Engineering, in his sole discretion, approves the use of vacation prior to completion of one (1) continuous year of employment.

Vacation shall not accumulate during any period when the employee is in an unpaid status (including layoff, suspension or approved leave of absence) for thirty (30) consecutive days. If the employee remains on the payroll but is receiving compensation for a work-related injury, the employee may continue to earn vacation leave for a period not to exceed three (3) months from the date of the employee's injury.

C. Pay. Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect at the time of the employee's vacation.

D. Scheduling. Employees desiring vacation leave shall submit their requests in writing on the form provided and in accordance with the current Public Works Department procedure. Vacation requests for the following calendar year may be submitted between November 15 and December 15. Employees may request no more than 80 hours during this period. Vacation may be used in no less than 2 hour increments unless approved by a supervisor. The Village shall post the approved vacation schedule by

January 1 each year. Seniority shall be the determining factor during this advance selection period. After the advanced selection period, vacation requests shall be considered for approval as received chronologically.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Director of Public Works and Engineering or his designee in order to insure the orderly performance of the services provided the Village. Except as outlined above, vacation must be scheduled in increments identified in the procedure and approved in advance by the Director of Public Works and Engineering or his designee. Vacation shall be used for FMLA covered events consistent with the Village's FMLA Policy.

E. No Accumulation. Vacation shall be taken in the calendar year received.

F. Pay Upon Termination. Employees who have been employed for one (1) continuous year of employment shall receive compensation for all earned but unused vacation as of the employee's date of termination in the second month after termination in accordance with IMRF Section 3.96.1.

G. Cancellation. In the case of an emergency, the Director of Public Works and Engineering may cancel and reschedule any or all approved vacation in advance of its being taken.

Section 9.4 Sick Leave

A. Allowance. An employee, who has completed one (1) full month of continuous service, shall accrue one (1) day of sick leave for each completed month, provided that the number of accumulated sick leave days shall not exceed 250 days at any one time. Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position. However, up to 48 hours of sick leave per calendar year may be used for the illness, injury or disability of a family member. Family member shall include a child, spouse, domestic partner, sibling, parent of the employee, or parent of spouse, grandchild, grandparent or step parent of employee. For the purposes of this policy, child shall be defined as the biological child of the employee, step child, adopted child of the employee, foster child or legal ward of the employee.

This provision does not extend the maximum period of leave to which an employee is entitled under the Family and Medical Leave Act. Employees shall be required to substantiate the family illness or injury or disability to the satisfaction of the Department Head.

B. Notification. In the event an employee is unable to work due to illness, injury or disability as provided above, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than one (1) hour prior to the start of his scheduled shift. The failure to provide such notification shall result in the employee being off without pay, and will subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the first working day following the absence. The request must be made on the form provided by the Village and all questions must be answered fully to the best of the employee's ability. The claim for sick leave pay must be approved by the immediate supervisor.

C. Medical Examination. A doctor's statement (verifying the nature of the illness/injury, that the employee/family member was examined by the physician and that the employee was unable to perform the duties of the position or his presence was medically necessary for the family member) shall be provided for any use of sick leave of three (3) or more consecutive days at a date and time directed by the Director of Public Works and Engineering or his designee, unless specifically excused by the Director of Public Works and Engineering or his designee. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave may be denied and the time off shall be without pay. The employee may be subject to discipline as well. The employee must also provide a doctor's statement satisfactory to the Village verifying his fitness for duty prior to being allowed to return to work.

D. Abuse of Sick Leave. If an employee is suspected of abuse, or if the employee has prolonged, frequent, or a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the

nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a Village designated physician, at Village expense), and counseling and discipline, up to and including discharge.

E. Utilization. Sick leave shall be utilized in increments identified in the procedure and approved in advance by the Director of Public Works and Engineering or his designee.

Additionally, up to three sick days per year may be taken to care for the employee's child who is ill or in need of medical attention.

F. Accrual. An employee shall not be eligible to earn sick leave during any period that an employee is in an unpaid status (including sick leave, layoff, suspension or approved leave of absence) for thirty (30) consecutive days. If the employee remains on the active payroll and is receiving compensation for a work-related injury, the employee may continue to earn sick leave for a period not to exceed three (3) months from the date of the employee's injury.

G. Payment for Medical Examination. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement.

Section 9.5 Sick Leave Payment at Retirement. If the retiring employee gives the Village a written notice of retirement at least sixty (60) calendar days (excluding holidays and vacations), prior to the effective date of retirement the employee shall be eligible for payment of the unused accumulated sick leave up to a maximum of fifty percent (50%) of the employee's accumulated unused sick leave hours at retirement, up to a maximum of sixty (60) days (480 hours), at the employee's regular straight time hourly rate of pay at retirement.

However, effective July 1, 2014 if an employee has accumulated in excess of 120 days (960 hours) and up to 250 days (2000 hours) on July 1, 2014, that employee's maximum accumulation for payout purposes will be the number of days/hours accumulated that date. The employee will be paid for 50% of

their accumulated unused sick leave hours at retirement, up to the employee's individual maximum accumulation but no more than 125 days (1000 hours). (For example, if an employee has accumulated 200 days on the effective date of the Agreement and at retirement the employee had 180 days of accumulated unused sick leave, at retirement the employee would be paid for 50% of 180 days or 90 days (720 hours) of sick leave.)

Sick leave payment will be deposited into a post-employment health savings account. Employees covered under the provisions of IMRF will receive payment within 60 days of their last day worked in accordance with IMRF section 3.96 I.

If the retiring employee fails to give the Village written notice of retirement at least sixty (60) calendar days (excluding holidays and vacations), prior to the effective date of retirement, then the employee shall not be eligible for payment of unused accumulated sick time.

In the event that an employee is unable to comply herewith due to circumstances beyond their control, the Village Administrator may, at his discretion, grant the employee relief from the requirements herein following a review of the circumstances.

Any unpaid sick leave shall be credited towards his IMRF as service credit.

Section 9.6 Family and Medical Leave. The parties agree that the Village may adopt and modify policies in accordance with what is legally permissible under the Family and Medical Leave Act and regulations promulgated thereunder.

Section 9.7 Jury Duty Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work, provided the employee notifies the Director of Public Works and Engineering or his designee the following business day after receiving notification. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds

specifically designated as reimbursement for travel expenses. An employee shall maintain regular contact with his supervisor during jury duty and return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

The employee who receives a subpoena to appear in court may request to utilize vacation or floating holidays in accordance with the provisions of this Agreement and departmental procedures.

Section 9.8 Military Leave. Military leave shall be granted in accordance with applicable law, as it may from time to time be amended. An employee must provide notice and a copy of his military orders to the Village immediately upon receipt in order to receive military leave/pay.

Section 9.9 Bereavement Leave. In the event of the death of a member of the immediate family, an employee may be granted leave without loss of regular pay for up to three (3) consecutive working days as bereavement leave, if the employee attends the funeral or service.

Employees are not automatically entitled to the leave as defined above. The number of approved days off shall depend on the circumstances and be determined by the Village Administrator. For purposes of this section, the immediate family shall be defined as spouse, children, children of spouse, parents of employee or spouse, or person standing in loco parentis of the employee or spouse, brother or sister of employee, grandparents of employee, and grandchildren of employee or spouse.

Additional days off are subject to the prior approval of the Village Administrator or his designee and shall be deducted from the employee's vacation time or floating holidays. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

ARTICLE X

LABOR-MANAGEMENT CONFERENCES

Section 10.1 Labor-Management Conferences. The Union and the Employer agree in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between the Union representatives and the Director of Public Works and Engineering or his designee(s).

Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management or safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations if mutually agreed upon, shall be limited to:

- a) a discussion on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties;
- c) safety issues; or
- d) notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 10.2 Purpose. Such meeting shall be exclusive of the grievance procedure. The Union may designate up to two (2) bargaining unit employees to attend such meetings and the Director of Public Works and Engineering may delegate up to two (2) Village non-represented employees to attend such meetings. If an issue involves a particular division, at least one employee from that division shall attend for the Union. Such meetings shall be chaired by the Employer representative and there shall be no loss of regular straight time wages for attendance by the two (2) bargaining unit employees during the employee's regular hours of duty. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 11.2 Uniforms. The Director of Public Works and Engineering or his designee shall have the right to establish the type, style and color of uniforms and the work clothing, protective clothing and safety gear, which may be changed from time to time, as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment.

The Village shall provide each employee with a similar quality and quantity of uniforms, work clothing, protective gear, equipment and safety gear it provides on the effective date of this Agreement. The Village shall replace said apparel and equipment, on an as-needed basis, as determined by the

Director of Public Works and Engineering or his designee. Additionally, the Village shall provide employees with reimbursement for the purchase of boots as follows: Up to \$175 per year. Additionally, of the Village shall allow up to \$75 per employee for coats. This will be handled similarly to the boot purchase process that is currently implemented. This will still fall under the quartermaster system, so the old coat must demonstrate a need for replacement. This is not an annual allowance. Cutler will be the authorized vendor. The following must be adhered to when purchasing the coat:

- Carhartt Winter Coat
- Black or Brown
- Patch (Village provided and installed-no cost to employee)

Section 11.3 Rules and Regulations. Employees shall be governed by the non-economic provisions of the Village of Mundelein Employee Reference Manual and Public Works Department policies, rules and regulations, including safety rules, as they may from time to time be amended. The Village shall endeavor to provide the employees seven (7) days' notice of any new or changed policies, rules and regulations.

Section 11.4 Drug and Alcohol Testing. The parties agree that the Village has adopted policies to implement the provisions of the Omnibus Employee Testing Act of 1991 for employees covered under this Agreement in accordance with what is legally permissible under the Act. The parties agree that employees are subject to discipline up to and including discharge for violations of such Village policies and that employees may be subject to such discipline for violations of the policy regardless of whether the employee is performing a safety-sensitive function.

Section 11.5 Light Duty. The Village may require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician(s) has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition

and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) days. The terms and conditions of the light duty assignment shall be determined by the Director of Public Works and Engineering or his designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Public Works Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. Generally, a light duty assignment under this Section Shall not exceed ninety (90) days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician(s) determines that an employee is capable of returning to his normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the Village retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Section 11.6 Safety Days. Employees shall be eligible for safety days in accordance with the provisions attached hereto as Appendix E.

Section 11.7 Unsafe Conditions. No employee shall be required to use any equipment that has been designated by both the Village and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Village. 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. Ongoing concerns may be addressed at a labor management conference.

Section 11.8 Personal Use of Village Facility. Village employees are prohibited from using Village facilities and Village equipment for personal use and/or personal financial gain (i.e. No Borrowing Tools) with the exception that they may use the facilities to wash their car on lunch breaks provided they supply their own soap.

Section 11.9 Tuition Reimbursement. Employees shall be eligible for tuition reimbursement in accordance with the provisions of the Village of Mundelein Tuition Reimbursement Policy, as it may from time to time be amended and funded. Additionally, as it pertains to licenses and certifications necessary for advancement from MTII to MTI, the Village shall permit and pay for employees' tests up to 2 times per year. said tests to be taken during working hours.

Section 11.10 Additional Economic Benefits. In addition to the other benefits set forth in this Agreement, employees covered by this Agreement shall receive the following:

- a) the same health club member benefits as the non-represented employees of the Village under the same terms and conditions, as they may from time to time be changed; and
- b) reimbursement for the difference in cost between the renewal of a class D driver's license and commercial driver 's license up to \$50. The employee shall obtain this license on his own personal time outside of the regular work day

Section 11.11 Act-Up Pay. When a bargaining unit Crew Leader acts in the stead of a non-bargaining unit supervisor for at least one full day or more, he shall be paid a differential of an additional 5% above his then current pay rate for all hours worked in said capacity.

ARTICLE XII **SUBCONTRACTING**

Section 12.1 Subcontracting. The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees or convert a full-time employee to a part-time employee, the Village will notify the Union at least fourteen

(14) calendar days in advance and offer the Union the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

ARTICLE XIII
NO STRIKE-NO LOCKOUT

Section 13.1 No Strike. Neither the Union nor- any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing.

Section 13.2 No Lockout. The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 13.3 Responsibility of Union. Should any activity prescribed in Section 13.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union.
- (c) Notify the employees verbally and in writing that it disapproves of such action, instructing all employees to cease such action and return to work immediately.
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 13.4 Responsibility of Union Stewards. All employees covered by this Agreement who hold a position of steward, or other position of trust and authority in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any action prescribed in Section 13.1 of this Article and to encourage any such employees to return to work.

Section 13.5 Discharge of Violators. The Village shall have the right to seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees shall only have the right to contest through the grievance and arbitration procedure whether an employee or employees participated in an action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 13.6 Reservation of Rights. In the event of any violation of this Article by the Union or the Village, the Village or the Union may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE XIV **FILLING OF VACANCIES**

Section 14.1 Posting of Vacancies. Whenever the Village determines to fill a vacancy in an existing or new job classification which has been determined to be part of the bargaining unit, a notice of vacancy shall be posted for ten (10) calendar days. During this period, employees, including employees on layoff, may apply for such vacancy. The Village may also advertise the vacancy outside the unit and Village during this same time period. The Village shall have the right to select the most qualified applicant for the position. Assuming the qualifications between two (2) or more applicants are equal, as determined by the Village, the Village will award the position to the most senior of the equally qualified applicants. Provided, at all times, the Village retains the right to determine whether a vacancy exists and whether to fill it.

ARTICLE XV **INSURANCE**

Section 15.1 Union Insurance Plan. Bargaining unit employees shall be covered for group health, dental, vision and life insurance purposes as well as EAP and flexible benefit plans (if any) under the Union's

insurance plan (called “the Union’s Plan”) effective January 1, 2020. As such, the Union recognizes that these employees will have no right to re-entry into the Employer’s group health, dental, vision, life insurance, EAP or flexible benefits plans during this contract period.

Section 15.2 Costs. Effective January 1, 2020, the Employer agrees to pay \$2235 per month per employee for family coverage, \$1465 per month per employee for single +1 coverage or \$733 per month per employee for single coverage towards the Union’s health, vision, life and dental insurance benefit for eligible bargaining unit employees. This rate shall be effective until April 30th, 2020.

Effective May 1, 2020, the Employer agrees to pay \$2324 per month per employee for family coverage, \$1,524 per month per employee for single +1 coverage or \$762 per month per employee for single coverage towards the Union’s health, vision, life and dental insurance benefit for eligible bargaining unit employees. This rate shall be effective until April 30th, 2021.

Section 15.3 Cost Increases. Beginning on May 1, 2020, the Village’s annual insurance premium cost will increase by no more than 5% or the actual rate (whichever is lower) of the plan as certified by the Midwest Operating Engineers Labor and Management Trustees’ actuary. The Union agrees that there will not be more than a 5% increase in premiums in any given insurance year

No less than thirty (30) days prior to any health insurance plan year, the Union shall provide written notice to the Human Resources Manager of any premium increase. The notice shall include the premium contribution for each level of coverage and overall.

Section 15.4 Changes in Coverage and Compliance with Law. Bargaining unit members must notify the Human Resources Manager in writing of any changes in life status (such as marriage, birth, death, divorce, legal separation, dependent reaching limiting age, etc.) (“qualifying events”) that may impact whether the employee has dependent insurance coverage and the type of coverage. Such notice must be received by the Human Resources Manager or his/her designee within thirty-one (31) days of the qualifying event occurring. Failure to notify the Human Resources Manager or his/her designee in writing on a timely basis of a qualifying event shall result in the employee being responsible for the payment of the premiums

or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

With the exception of qualifying events for current employees, and new employees entering the bargaining unit, the current enrollment (5 single, 2 employees plus 1 and 16 family) will remain in effect until the 2021 plan year unless current employees leave and are replaced with new employees who have different coverage.

The Union is solely responsible for the administration of COBRA, HIPAA and other applicable federal and state mandates for the Union's insurance plans, including fees and penalties, if any, arising out of provisions of the Patient Protection and Affordable Care Act or its replacement. In order for the Union to offer coverage under COBRA, HIPAA, or other applicable federal and state mandates, the employee must notify the Union's Plan of the applicable change in life status in accordance with the Union Plan's requirements. Failure by the employee to notify the Plan on a timely basis of life status changes shall result in the employee being responsible for payment of the premiums or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

Section 15.5 Indemnification. The Union recognizes that all health and dental insurance claim inquiries, complaints and grievances are not the responsibility of the Employer. The extent and scope of coverage under the Union's Plan shall be resolved according to the terms and conditions of said plan and shall not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement. As long as the Village makes timely payments for the coverage of bargaining unit employees under the Union's Plan as provided above, the Union shall indemnify and hold harmless the Village, its members, officers, 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 the Village's agreement to pay for insurance coverage for bargaining unit employees under the Union's Plan.

Section 15.6 Retiree Insurance/Continuation Coverage. Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees

of the Union's Plan represent and agree that they will comply with all applicable laws to ensure that the Union's Plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Village and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367. Nothing herein shall be constructed to require the Village to pay for any of the cost of the Union's Plan for retirees.

Employees who are members on the effective date of this Agreement shall be considered to have met the eligibility requirement (10 years of continuous membership) for the Union's retiree insurance.

Section 15.7 Unpaid Leave. Employees who are in unpaid status are not eligible for insurance benefits paid by the Village. However, employees on an unpaid leave of absence authorized by the Village may continue such applicable insurance coverage in accordance with Village policies by paying in advance the full premium in effect to the Village. The Village will then make the contribution to the Union. A layoff shall be considered a COBRA qualifying event.

ARTICLE XVI **WAGES**

Section 16.1 Wage Schedule. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement at Appendix C and as described in Section 2 below.

Section 16.2 Wage Increases. The annual wages of employees covered by this Agreement shall be increased as follows:

Effective May 1, 2020-0%

Effective May 1, 2021-0%

Effective May 1, 2022- 2%

Employees who are not at the top Step shall also be eligible for a step increase. The Village may delay or deny a step increase to an employee who does not have satisfactory performance. An employee eligible for a step increase in accordance with the annual wage schedule set forth in Appendix C shall receive the step increase on his anniversary date of employment or promotional date, whichever is

applicable. The Village, at its discretion, may determine the appropriate step for newly hired employees within the established pay plan.

Employees shall advance from MTII to MTI by achieving the conditions set forth in Appendix D of this Agreement.

ARTICLE XVII
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the Village and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVIII
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the Management Rights Clause, Article I.

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 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. Therefore, the Village and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect

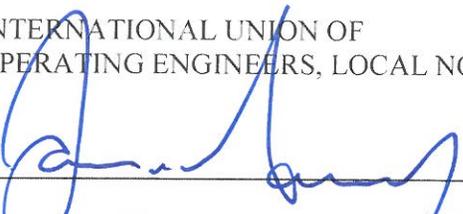
to any subject or matter referred to or covered by this Agreement, including the impact of the Village's exercise of its rights specified herein, on wages, hours or terms and conditions of employment.

ARTICLE XIX
DURATION

Section 19.1 Termination in 2023. This Agreement shall be effective – January 1, 2020 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

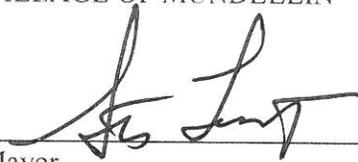
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL NO. 150



Dated: Dec 13, 2019

ATTEST:

VILLAGE OF MUNDELEIN



Mayor

Dated: December 19, 2019

ATTEST: Sol Cabachuela By
Peter Vadgaleis, Deputy Clerk

APPENDIX A
DUES CHECKOFF
AUTHORIZATION

IUOE LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT 

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

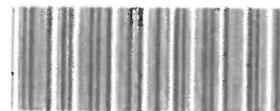
I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

This assignment and authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Union and you, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable Collective Bargaining Agreement between you and the Union, which ever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or the applicable Collective Bargaining Agreement between you and the Union, whichever occurs sooner. Such a notice revoking this assignment and authorization shall be given by written notice delivered by certified mail to the Union and to the Employer with whom I am then employed. If unemployed, such notice shall be given to the Union and my last Employer signatory to a Collective Bargaining Agreement.

Print Name _____ Signature of Employee **X** _____

Reg. or S.S. No. _____ Date _____

1st Copy-Union 2nd Copy-Member



* D U E S L 1 5 0 *

**APPENDIX B
GRIEVANCE
FORM**

Name of Grievant (Please Print):		Date of Grievance:		
Article(s) & Section(s) of Contract Violated: Including, but not limited to,		Date of Incident or Date Grievant Learned of Incident:		
Grievant: File a copy of this form with your supervisor and retain a copy for filing at the next step. If you do not receive a response within 7 business days or disagree with the action taken, you may file a copy of the grievance to the next step.				
Step	Grievance Filed With (Please Print)	Date	Grievant's Signature	Date
1				
2				
Brief Statement of Facts (attach additional sheets if necessary):				
Remedy Sought:				
Proposed solution to grievance (Step 1):				
Superintendent Signature:			Date:	
Grievance Resolved (Y/N)?		Response Recipient Signature:		Date:
Proposed solution to grievance (Step 2):				
Director Signature:			Date:	
Grievance Resolved (Y/N)?		Response Recipient Signature:		Date:

**APPENDIX C
WAGE
SCHEDULE**

5/1/2019

	MTII	MTII - Hourly		MTI	MTI- Hourly		Crew Leader	Crew Leader - Hourly
0	52,480.99	25.23	0	59,298.67	28.51	0	63,738.41	30.64
1	54,581.14	26.24	1	61,493.30	29.56	1	66,287.73	31.87
2	56,763.97	27.29	2	63,767.63	30.66	2	68,939.34	33.14
3	59,034.31	28.38	3	66,128.15	31.79	3	71,697.23	34.47
4	61,396.17	29.52	4	68,574.02	32.97	4	74,565.38	35.85
5	63,851.32	30.70	5	71,111.38	34.19	5	77,547.80	37.28
6	66,405.80	31.93	6	73,743.07	35.45	6	80,649.76	38.77
7	69,061.56	33.20	7	76,470.29	36.76	7	83,875.27	40.32
8	71,823.44	34.53	8	79,300.04	38.13	8	87,230.97	41.94

5/1/2020

0% increase

	MTII	MTII - Hourly		MTI	MTI- Hourly		Crew Leader	Crew Leader - Hourly
0	52,480.99	25.23	0	59,298.67	28.51	0	63,738.41	30.64
1	54,581.14	26.24	1	61,493.30	29.56	1	66,287.73	31.87
2	56,763.97	27.29	2	63,767.63	30.66	2	68,939.34	33.14
3	59,034.31	28.38	3	66,128.15	31.79	3	71,697.23	34.47
4	61,396.17	29.52	4	68,574.02	32.97	4	74,565.38	35.85
5	63,851.32	30.70	5	71,111.38	34.19	5	77,547.80	37.28
6	66,405.80	31.93	6	73,743.07	35.45	6	80,649.76	38.77
7	69,061.56	33.20	7	76,470.29	36.76	7	83,875.27	40.32
8	71,823.44	34.53	8	79,300.04	38.13	8	87,230.97	41.94

5/1/2021

0% increase

	MTII	MTII - Hourly		MTI	MTI- Hourly		Crew Leader	Crew Leader - Hourly
0	52,480.99	25.23	0	59,298.67	28.51	0	63,738.41	30.64
1	54,581.14	26.24	1	61,493.30	29.56	1	66,287.73	31.87
2	56,763.97	27.29	2	63,767.63	30.66	2	68,939.34	33.14
3	59,034.31	28.38	3	66,128.15	31.79	3	71,697.23	34.47
4	61,396.17	29.52	4	68,574.02	32.97	4	74,565.38	35.85
5	63,851.32	30.70	5	71,111.38	34.19	5	77,547.80	37.28
6	66,405.80	31.93	6	73,743.07	35.45	6	80,649.76	38.77
7	69,061.56	33.20	7	76,470.29	36.76	7	83,875.27	40.32
8	71,823.44	34.53	8	79,300.04	38.13	8	87,230.97	41.94

5/1/2022

2% increase

	MTII	MTII - Hourly		MTI	MTI- Hourly		Crew Leader	Crew Leader - Hourly
0	53,530.61	25.74	0	60,484.65	29.08	0	65,013.17	31.26
1	55,672.76	26.77	1	62,723.17	30.16	1	67,613.49	32.51
2	57,899.25	27.84	2	65,042.99	31.27	2	70,318.13	33.81
3	60,214.99	28.95	3	67,450.72	32.43	3	73,131.18	35.16
4	62,624.09	30.11	4	69,945.50	33.63	4	76,056.69	36.57
5	65,128.35	31.31	5	72,533.60	34.87	5	79,098.75	38.03
6	67,733.92	32.56	6	75,217.94	36.16	6	82,262.76	39.55
7	70,442.79	33.87	7	77,999.70	37.50	7	85,552.78	41.13
8	73,259.91	35.22	8	80,886.04	38.89	8	88,975.59	42.78

APPENDIX D

All	Vehicle Maint.	Facilities Maint.	Street Maint.	Wastewater	Water
Two consecutive "Meets Expectations" performance evaluations	(4) ASE certifications in Medium/ Heavy Truck series	HVAC, Plumbing, or Electrical Certification (Superintendent approval)	ISA arborist certification	Vactor Training	Vactor Training
No disciplinary issues beyond verbal reprimand in 2 years			Snow Plow Driver Training (NIPSTA)	Class 3 Wastewater Operator License	Class C Water Operator License
ICS 300 level training			Chainsaw Safety Certification Class		Hydrant and Valve Maint. Training (American Flow Control)
75% or higher on Excel and Word testing (administered by Employ Test through HR Coordinator)					
Flagger Training (IDOT)					
Work Zone Traffic Control Certification (IMSA)					
Proficiency with backhoe, skid steer, and end loader operation					
CDL Class A with tanker and air brake endorsement					
Confined Space Training (NIPSTA or equivalent)					
JULIE Locator training					

APPENDIX E

SAFE WORKER DAY

SAFE DRIVING AWARD

To be eligible for the Safe Driving Award, employees (except those covered under the terms of a collective bargaining agreement) who operate Village motor vehicles shall attend a Defensive Driving and Operations Training session at least annually. At a minimum, the training session is to consist of a classroom session, and a driving test with a ride-along supervisor. Records of the Defensive Driving and Operations Training sessions must be kept by each department for its employees.

The Safe Driving Award Program shall be applicable for all accidents involving Village motor vehicles in which a personal injury or property damage of \$250 or more has occurred. The Safe Driving Award Program shall be an inducement and incentive for Village employees to take extra care and caution while operating Village motor vehicles to reduce the number of accidents. The program shall consist of the following:

Eligible Village employees required to operate Village motor vehicles in any department of the Village shall be covered by the Safe Driving Award Program. The Safe Driving Award Program shall be an annual program beginning January 1, 2001 and running through December 31, 2001, and thereafter for each successive 12-month period.

The employee will be measured against their own prior year's accident record. If an employee has zero vehicle accidents resulting in damage in excess of \$250.00 or an injury requiring medical attention, which is "chargeable" to the employee as a result of their action, or inaction, due to a violation of policy, procedure, law, or safety procedures, the employee shall be awarded an additional one-half (1/2) day Safe Driving Day Award with full compensation.

The Safe Driving Day Award shall be taken within the calendar year being awarded and shall not be cumulative.

No employee who operates a Village motor vehicle shall be eligible for a Safe Driving Day Award holiday as provided herein unless they have completed the department's driving training as described herein, they have been employed by the Village for at least twelve (12) months as of January 1 of the calendar year in which the Safe Driving Day Award holiday is to be taken, and the department head has provided the related records to the Village Safety Director.

An employee involved in a chargeable accident shall not be eligible for a Safe Driving Day Award. An employee disciplined for an accident less than \$250.00, or involved in two or more chargeable accidents or incidents of less than \$250.00, shall not be eligible for a Safe Driving Day Award. The Safety Director will submit a listing to each department, and also to the Finance Department, of those employees meeting the eligibility for the Safe Driving Day Award, upon approval of the Village Administrator.

SAFE EMPLOYEE AWARD PROGRAM.

To be eligible for the Safe Employee Award Program, employees (except those covered under the terms of a collective bargaining agreement) shall review the Village of Mundelein Safety Policy annually and, as necessary, attend safety training on job related safety techniques.

The Safe Employee Award Program shall be applicable for all incidents in which a personal injury or property damages or loss of \$250 or more has occurred. The Safe Employee Award Program shall be an inducement and incentive for Village employees to take extra care and caution in the course of their Village activities to reduce the number of accidents. The program shall consist of the following:

Eligible Village employees shall be covered by the Safe Employee Award Program.

The Safe Employee Award Program shall be an annual program beginning January 1, 2001 and running through December 31, 2002, and thereafter for each successive 12-month period.

The employee will be measured against their own prior year's accident record. If an employee has zero incidents involving an injury requiring medical attention, property damage, loss, or liability to the Village which is "chargeable" to the employee as a result of their action, or inaction, due to a violation of policy, procedure, law, or safety procedures, the employee shall be awarded an additional one-half (1/2) day Safe Employee Day Award with full compensation.

Safe Employee Day Award shall be taken within the calendar year being awarded and shall not be cumulative.

No employee shall be eligible for a Safe Employee Day Award holiday as provided herein unless (1) they have reviewed the Safety Policy and certified to such review as described herein, (2) they have been employed by the Village for at least twelve (12) months as of January 1 of the calendar year in which the Safe Employee Day Award is to be taken, and (3) the department head has provided the related records to the Village Safety Director.

An employee involved in a chargeable accident, shall not be eligible for a Safe Employee Day Award. An employee disciplined for an accident less than \$250.00, or involved in two or more chargeable accidents or incidents of less than \$250.00, shall not be eligible for a Safe Employee Day Award. The Safety Director will submit a listing to each department, and also to the Finance Department, of those employees meeting the eligibility for the Safe Employee Day Award, upon approval of the Village Administrator.

With respect to Safe Employee Day awarded as an inducement and incentive, or suspensions resulting from disciplinary actions taken herein, the following schedule shall be applicable:

With respect to eligible employees other than employees of the Fire Department:

For employees regularly working a 40-hour week:

- One day equals eight (8) hours.
- One-half day equals four (4) hours.

For employees regularly working a 35-hour week:

- One day equals seven (7) hours.
- One-half day equals three and one-half (3-1/2) hours.

SIDE LETTER ABOUT VOLUNTARY FEE

During the term of this Agreement, the Village and Union agree to continue to discuss the potential terms and conditions for an agreement for a voluntary fee payment to the Union in lieu of the fair share provision in the prior Agreement.

Village of Mundelein

Operating Engineers Local 150

Dated: December 19, 2019



Dated: Dec 13, 2019

