

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150**

PUBLIC EMPLOYEES DIVISION

AND

**THE CITY OF PROSPECT HEIGHTS, ILLINOIS
PUBLIC WORKS UNIT**

May 1, 2023 through April 30, 2027

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This agreement has been made and entered into by and between the City of Prospect Heights, Illinois, (hereinafter referred to as the “City” or “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.

ARTICLE I – RECOGNITION

SECTION 1.1: RECOGNITION

The City 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 Labor Relations Board:

****INCLUDED**

All full-time employees in the following classifications: Crew Leader; Foreman; Maintenance Worker I; Maintenance Worker II; Mechanic; and Water System Operator.

****EXCLUDED**

All other employees of the Employer, including all part-time employees; City Administrator; Police Chief; Assistant to the City Administrator; Deputy Police Chief; Records

Supervisor; Directors; Executive Director; and all supervisors, managerial and confidential employees as defined by the Act.

SECTION 1.2: NEW CLASSIFICATIONS

The City shall notify the Union within (15) working days of its decision to implement any and all new classifications within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes puppet. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II – UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within City facilities shall be restricted to administering this Agreement. The Union shall not engage in Union activities on City time or its property, which will interfere with employees' assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the City's working schedule and provided that such agents shall have first given reasonable advance notice to the City.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Personal, Vacation Days, etc.) in lieu of the employee taking such time without pay.

SECTION 2.3: UNION BULLETIN BOARDS

The City shall provide a Union bulletin board at each work location. The Boards or space shall be for the sole and exclusive use of the Union. Materials displayed shall be **subject** to the reasonable discretion of management.

ARTICLE III – UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The City agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, or fees;

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 monthly basis at the address designated in writing by the Union. The Union shall advise the City of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

SECTION 3.2: FAIR SHARE

Upon the City's receipt of appropriate authorization and consent from employees who are not members of the Union but desire to make fair share payments to the Union, the City will deduct from the pay of those employees 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 State Labor Relations Act, shall be deducted by the City 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 City with a listing of the employee, address, and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV – HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The normal workday for Public Works employees is eight (8) hours and the normal workweek is forty (40) hours.
- (B) Normal Shift Hours for Public Works employees are 7:00 a.m. to 3:30 p.m., Monday through Friday.

- (C) An employee's work day is the twenty-four (24) hour period beginning with the regularly assigned starting time of his work shift on the first day of the work week. Under terms of this provision, a Saturday, a Sunday, a sixth (6th) or seventh (7th) day, or a Holiday, shall be deemed to extend over the same period of hours as a regular work day.

SECTION 4.2: LUNCH/REST PERIOD

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a fifteen (15) minute paid break during the second half of each work shift and shall be granted a thirty (30) minute unpaid lunch period at or about the mid-point of each work shift. However, if the employee works through lunch and it is pre-approved by the employee's supervisor, the employee will be paid at the appropriate rate of pay or be allowed to leave work early with supervisory approval. Employees may combine their break and lunch periods with supervisory approval.

SECTION 4.3: MANDATORY REST PERIOD

Employees will not be required to work more than twelve (12) consecutive hours without being allowed an eight (8) hour rest period. If the eight (8) hour rest period ends during an employee's normal work day, the employee may substitute paid time off (i.e., sick leave or vacation time) for the amount of rest period that occurs during the normal workday provided that the employee shows up at work at the end of the rest period. If an employee is called back to work during the eight (8) hour rest period the employee shall receive double time for all hours worked with a minimum of two (2) hours until the employee has eight (8) hours of rest. This provision does not prohibit employees from working more than twelve (12) consecutive hours without an eight (8) hour rest if the employee voluntarily elects to do so. Additionally, employees will not be

required to, but may voluntarily agree to upon request by the City, operate City equipment for more than ten (10) hours.

SECTION 4.4: MEAL ALLOWANCE

Under the following conditions, the City will provide meals to an employee who is required to work unscheduled overtime:

Breakfast: When the employee has worked at least five (5) continuous hours of unscheduled overtime beginning after Midnight and before 2:00 a.m. and expects at least two (2) additional hours to complete the task.

Lunch: When the employee has worked at least five (5) continuous hours of unscheduled overtime beginning after 8:00 a.m. and before 10:00 a.m. and expects at least two (2) additional overtime hours to complete the task.

Dinner: When the employee has worked at least five (5) continuous hours of unscheduled overtime beginning after 1:00 p.m. and expects at least two (2) additional overtime hours to complete the task.

An employee that qualifies for a meal as stated above shall be entitled to a twenty (20) minute paid meal period. The meals will be paid by the City, and are not to be purchased individually by the employee. Therefore, the average meal including nonalcoholic drinks (alcoholic drinks may not be purchased with City monies; and no alcohol may be consumed on any City property or consumed while on duty for the City and tip must be less than or equal to the following limits: \$8.00 for breakfast, \$10.00 for lunch and \$20.00 for dinner. Meals purchased individually by employees, without prior approval, are not eligible for reimbursement. The Department Director may authorize exceptions as needed.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his or her normal work week, as defined in Section 4.1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on Sundays and the following five holidays: Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.
- (C) All time paid for shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 4.6: OVERTIME DISTRIBUTION

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. To meet that objective, overtime may be compulsory in emergency situations. The City shall first make overtime assignments to the employee(s) in the division(s) that is normally assigned to that work, except that the employee working on any job which extends into overtime shall have first claim to the overtime.

The employment of part-time, temporary, and/or non-bargaining unit personnel shall not be utilized to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the City may work part-time, temporary and/or non-bargaining unit personnel on said overtime without violating the Agreement

SECTION 4.7: WINTER OPERATIONS

The snow and ice policy in effect as of the date of contract ratification shall continue until the expiration of the contract. The City shall not offer snow plowing/salting and emergency operations duties to non-Public Works employees until such work has been offered to all Public Works employees. Once such work has been offered to all Public Works employees, the City may assign such work to non-Public Works employees at the City's discretion.

There will be times at the sole discretion of the Public Works Director, in which the readiness of the vehicles or some other maintenance is necessary or desirable at the conclusion of plowing or salting operations. In such event, the employee may be directed to continue working until his/her normal start time. The employee shall be eligible for overtime pursuant to this agreement.

SECTION 4.8: CALLBACK

Employees who are called in to work outside their regular scheduled hours (i.e., work hours not contiguous to their previously scheduled hours or not on their previously scheduled work day) shall be compensated for time worked at their applicable overtime rate of pay, with a minimum guarantee of two (2) hours of pay at the applicable overtime rate.

Employees assigned or designated to work on computer after hour duties 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 for the actual time spent resolving the problem.

If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite City facility, then the compensation shall be based on the minimum as defined in Section 4.8 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”; however, travel time shall not be counted as “hours worked”.

SECTION 4.9: COMPENSATORY TIME

At the employee’s option, the employee shall be credited with compensatory time at the appropriate overtime rate for time worked in lieu of paid overtime. Compensatory time can be carried over from year to year not to exceed one hundred and twenty (120) hours. The employee shall receive compensation for all compensatory hours in excess of one hundred and twenty (120) hours at the end of the fiscal year. Upon separation from employment, the employee, or his/her beneficiary, shall receive pay for all unused compensatory time.

SECTION 4.10: CELL PHONE PAY

Public Works employees who are required by the Director of Public Works to carry cell phones outside the normal workday as part of their regular duties shall receive two (2) additional vacation days per year, to be scheduled at the mutual agreement of the employee and his/her supervisor. All Public Works employees who carry cell phones shall respond to a call within thirty (30) minutes and report to duty, if so required, within one (1) hour of responding to the call or within a reasonable amount of time depending upon the weather, or unless otherwise excused by the Director of Public Works or his/her designee. Employees will be called out pursuant to the existing “call out” procedure as modified from time to time by the Director of Public Works based upon operational needs and upon reasonable advance notice to employees and the Union. Employees who do not so respond or report as set forth herein may be subject to appropriate discipline and forfeiture of cell phone compensation.

ARTICLE V – SENIORITY

SECTION 5.1: SENIORITY DEFINED

The seniority of employees on the active payroll as of date of ratification shall be as set forth on Appendix B attached hereto. For employees hired after the date of ratification seniority shall be the period of the employee's most recent continuous regular full-time employment for the City plus a prorated amount for part-time employment with the City. (For example, if an employee worked for the City for five years as a regular part-time employee every Monday for the full day then that person would be credited with one full year of seniority.)

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An employee's seniority shall be terminated by voluntary resignation, voluntary transfer or promotion to a position with the City but not in the bargaining unit, discharge for just cause, layoff in excess of twelve (12) months, inability to perform work for the City for any reason for a continuous period in excess of twenty-four (24) months (except for absence due to military service), and retirement. Any such employee returning to a bargaining unit position within twelve (12) months will have his/her seniority reinstated, but only for purposes of calculation of benefits under this Agreement.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a seniority list. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. The City may extend such employee's probationary period for up to three (3) months, provided that the employee

is advised prior to the expiration of the probationary period that his/her probationary period is being extended and the reason for the extension. 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.

Employees who change Departments, or are promoted, within the bargaining unit shall be required to serve an additional probationary period of three (3) months, however, if the employee fails the probationary period he/she will be reinstated to his/her former position. The City may likewise extend such employee's probationary period for up to three (3) months, provided that the employee is advised prior to the expiration of the probationary period that his/her probationary period is being extended and the reason for the extension.

SECTION 5.5: SENIORITY TERMINATION

An employee shall be terminated and his seniority broken when he/she:

- (A) Quits;
- (B) Is discharged for just cause (probationary employees without just cause);
- (C) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months;
- (D) Retires;
- (E) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by a doctor, unless otherwise excused in the reasonable judgment of the City;

- (F) Is laid off and fails to report for work within fourteen (14) calendar days of being recalled;
- (G) Does not perform work for the City for any reason for a continuous period in excess of twenty-four (24) months (except for absence due to military service); or
- (H) Fails to report to work or notify the City during an absence of three (3) consecutive workdays unless the employee is unable to do so for reasons beyond his/her control which could not be reasonably anticipated or planned for.

ARTICLE VI – LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The City shall give the Union at least sixty (60) days notice of any layoffs if possible.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority, provided those remaining have the required skills and ability to perform the job or otherwise can acquire the required skills and ability with minimal training. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time, or other non-bargaining unit employees, who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be. Prior to any lay-off the City will discuss, but shall not be required to negotiate, with the Union alternatives to laying off any employees and the impact of any such layoffs. The City shall provide, whenever possible, at least ninety (90) days notice of layoffs.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

SECTION 6.4: BUMPING RIGHTS

If an employee is laid off, that employee shall have the right to “bump” a less senior employee anywhere within the bargaining unit provided the employee is immediately qualified for the position. The employee shall be paid at the wage and benefit levels of the position to which he/she bumped.

ARTICLE VII – DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

Employees covered hereunder shall be disciplined for just cause. As a general rule, the City agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral Warning with documentation of such filed in the employee’s personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee’s personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee’s personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee’s personnel file, with copy sent to Union office.

However, the City shall retain the right to invoke discipline that it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the City may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or dismissal without oral warning or written warning.

Prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions (pre-disciplinary or otherwise) with the employee, the employer shall inform the employee of his/her right to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII – GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances, except at Step 1, shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee(s)

is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: IMMEDIATE SUPERVISOR

No grievance shall be entertained or processed unless it is submitted in writing within ten (10) business days after the occurrence of the event giving rise to the grievance, or when such occurrence otherwise becomes known or should have become known to the affected employee(s). The immediate supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the City Administrator of the City of Prospect Heights within ten (10) business days of the Step One response. Grievances concerning discharge may be filed directly at Step Two within ten (10) business days of the discharge or when the employee/Union reasonably should have realized that a dispute existed.

The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing ten (10) business days of the receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within ten (10) business days of the Step Two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from

agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and City. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation, or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the City’s last answer will be considered settled on the basis of the City’s last answer and shall not be eligible for further appeal, except that the parties may, in any individual case, extend this limit by unilateral written notice not to exceed a total of thirty (30) calendar days for the particular grievance.

SECTION 8.6: UNION STEWARDS

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards – one selected from the office personnel and one selected from the non-office personnel and two (2) alternates – one selected from the office personnel and one selected from the non-office personnel and will provide written notice to the City Administrator to identify those individuals. Nothing herein shall limit a steward’s or alternate’s right to assist an employee because he/she works in the office or outside.

ARTICLE IX – HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

All bargaining unit employees shall receive a minimum of eight (8) full-day paid holidays per calendar year. If the City declares any additional dates as observed holidays or when City Hall closes, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other City employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay at the appropriate overtime rate. The eight (8) holidays are as follows:

- | | |
|------------------------|-------------------------|
| Thanksgiving Day | Memorial Day |
| Day After Thanksgiving | 4 th of July |

Christmas Eve Day

Labor Day

Christmas Day

New Year's Day

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive a regular day's pay for each holiday provided they work their scheduled work days prior to and after the holiday. Employees who work on a holiday, except for Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Day, shall additionally be compensated at one and one-half (1½) times their regular rate of pay for all time actually worked on such holiday. Employees who work on Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day shall be compensated at two (2) times their regular rate of pay for all time actually worked.

ARTICLE X – VACATIONS AND PERSONAL LEAVE

SECTION 10.1: VACATION ACCRUAL

Eligibility and Allowances. All full-time employees shall be eligible to use paid vacation after completion of their probationary period. Employees shall start to earn vacation time as of their date of hire. Vacation time shall be earned pro rata for each pay period in which the employee is on the active payroll and will be distributed to employees on their anniversary dates, based on the following schedule:

<u>Length of Continuous Active Service</u>	<u>Hours Earned Per Year</u>
2 to 5 years	80 hours
6 to 10 years	120 hours

<u>Length of Continuous Active Service</u>	<u>Hours Earned Per Year</u>
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 to 20 years	160 hours
21 years or more	200 hours

During the first year of continuous active service, 40 hours of vacation time will be distributed upon the completion of the probationary period and 40 additional hours of vacation time will be distributed upon the first anniversary date. Vacation time may be carried over from one year to the next to a maximum of twenty-five (25) days. Amounts in excess of twenty-five (25) days must be approved in writing by the City Administrator or designee.

SECTION 10.2: VACATION USAGE

- (A) An employee is eligible to take Vacation Leave upon completing six (6) months of service with the City or upon completion of the required probationary period.
- (B) Employees can carry over up to twenty-five (25) vacation days from one year to the next, and can carry over more days with City Administrator approval.
- (C) If a holiday should fall during the scheduled vacation period, the employee shall not be charged a vacation day for the Holiday.

SECTION 10.3: VACATION PAY

The rate of vacation pay shall be the employee’s regular straight-time rate of pay in effect for the employee’s regular job classification during the period of time that the employee is on vacation.

SECTION 10.4: VACATION SELECTION

Vacation selection shall be granted on a first come, first serve basis. Once a vacation request is granted, it shall not be cancelled except in the event of an emergency. In such event, the Mayor, City Administrator or their designees may cancel and/or reschedule any or all approved vacation leaves in advance of their being taken, or may recall employees from vacations in progress. In the event of such cancellation or recall, the City shall reimburse the employee for all reasonable and documented out-of-pocket expenses such as hotel reservations, airline tickets, and the like which directly result from such cancellation or recall from vacation. In no event shall the City be required to reimburse the employee for any expense for which the employee receives a credit that may be used by him/her at a later date.

SECTION 10.5: PERSONAL DAYS

- (A) Each employee shall be granted four (4) personal days every year on his/her hire date.
- (B) Personal days may be taken with supervisor approval.
- (C) Employees on personal days off may be asked to work during their personal day off but they will not be required to work during that time. If the employee declines to work, that will not be charged as time worked.
- (D) All employees shall receive one (1) additional personal day if he/she is not involved in an accident that he/she could have avoided during the previous year (Safety Day) per current City Policy.

ARTICLE XI – SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

All full-time employees shall accrue sick leave at the rate of one (1) day per month of continuous service with the City. Unused sick leave shall be carried over from year to year.

SECTION 11.2: SICK LEAVE RESTRICTIONS

Sick leave may be granted in minimum one (1) hour blocks for any of the reasons listed below, subject to supervisor approval. Sick leave shall not be unreasonably denied.

- (A) Incapacitation due to illness, injury, or disability of the employee or his/her family member, and pregnancy/birth/adoption/foster placement of the employee's child.
- (B) Personal medical or dental appointments.
- (C) The maximum amount of accrued sick leave shall be 1,920 hours.
- (D) Employees who are on sick leave may be asked to work, but they shall not be required to work while on sick leave, including those days in which the employee has a medical appointment, as long as the employee has adequate sick time.

SECTION 11.3: NOTIFICATION OF SICK LEAVE

Notification of absence due to illness or injury shall be given to the City before the employee's start time, and before every scheduled work day thereafter (unless the requirements for notification are waived by the appropriate supervisor). A notification procedure shall be posted at all times to inform employees whom they shall notify and how such notification shall be made. Failure to provide the proper notice of illness may be considered an unexcused absence and may result in forfeiture of sick leave pay for that day/period.

SECTION 11.4: VERIFICATION OF SICK LEAVE

When an employee has used sick leave for more than three (3) consecutive days, as a condition of returning to work and receiving paid sick leave benefits, the employee shall be required to submit appropriate documentation from either his/her insurance carrier or his/her attending physician. If the employee does not supply such documentation or if the documentation is deemed unsatisfactory by the Department Head or designee, the request for sick leave shall be denied and the time shall be charged to leave without pay. The City retains the right to audit, monitor and/or investigate sick leave usage and, if the employee is suspected of abuse, to take corrective action, including such actions as requiring that the employee seek medical consultation, instituting sick leave verification calls and/or taking disciplinary action, including dismissal.

SECTION 11.5: SICK LEAVE BUYBACK

Employees covered by this Agreement who retire pursuant to the provisions of the Illinois Municipal Retirement Fund with at least 8 years of service with the City and who have accrued 720 hours or more of unused sick leave at time of retirement may (1) sell back at 30% all accrued but unused sick leave hours in excess of 720 hours, at the employee's rate of pay at time of retirement, or (2) deposit the cash equivalent of option (1) into a Health Savings Account, if one is offered by the City, or (3) a combination of options (1) and (2). However, in no event shall an employee receive compensation more than one time for any sick leave bought back pursuant to this Section.

ARTICLE XII – LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

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

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months of seniority may petition the City for a special leave of absence which may be granted in the City's reasonable discretion and subject to operational needs. Such leave of absence, if granted, is without pay or fringe benefits unless otherwise agreed.

SECTION 12.3: FUNERAL LEAVE

In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three consecutive (3) days off with pay to attend the funeral. For this purpose, immediate family consists of the employee's/spouse's mother, father, sister, brother, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The City retains the right to require proof of the funeral and the employee's attendance at the funeral. Upon good cause demonstrated by employee the leave may be extended to a total of five (5) days by the City Administrator or designee. The employee may take additional time, with Department Head or designee approval, which shall be deducted from vacation, compensatory time, or other earned time except sick time.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The City will comply with the Family and Medical Leave Act Policy in the Employee Handbook, as amended from time to time.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury, or whose appearance at a court or agency hearing as a witness pursuant to a properly issued subpoena, occurs during the employee's regularly scheduled work time shall receive full pay for such hours, less any fees paid to such employee as

a juror or a witness. Employees serving on jury duty or appearing as a witness pursuant to subpoena shall be expected to return to work if they are released prior to the end of their scheduled shift.

SECTION 12.6: MILITARY LEAVE

The City will comply with all applicable Federal, State and local laws pertaining to Military Leave.

ARTICLE XIII – HEALTH INSURANCE AND PENSION

The City shall make available health and dental insurance, which shall be provided to bargaining unit employees exclusively by the Midwest Operating Engineers Fringe Benefits Funds (Fund Plan). The cost of the Fund Plan shall be paid by the City as follows:

Effective May 1, 2023:

Family	\$ 2,916.00
Employee + 1	\$ 1,911.00
Single	\$ 957.00

Each May 1 thereafter:

It is agreed that the health insurance rates set forth above shall increase by no more than ten percent (10%), however such premium rates shall not exceed the premium rates for the options set forth above as determined by the actuaries for the Midwest Operating Engineers Fringe Benefit Fund.

ARTICLE XIV – EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

The City agrees to compensate all bargaining unit employees at straight time rate for all training, schools, and courses which the City requires an employee to attend during off-duty hours.

If training is scheduled during normal work hours, it shall be treated as a normal work day. All training days will be treated as a normal workday with a maximum of eight (8) hours. The employee shall utilize a City vehicle whenever possible for travel to and from training. If the employee wishes to use his/her own vehicle to attend training for sites farther than ten (10) miles one way, he/she must have advance authorization from the Department Director or designee and he/she will be reimbursed for mileage per the current Internal Revenue Standards. Meals (including non-alcoholic beverages; no alcoholic beverages shall be paid for with City monies) shall be reimbursed as follows: eight dollars (\$8.00) for breakfast; ten dollars (\$10.00) for lunch, and twenty dollars (\$20.00) for dinner provided receipts are submitted for meal reimbursement.

SECTION 14.2: CDL LICENSE REIMBURSEMENT

The City shall reimburse all bargaining unit employees who are currently required by job description to have a Commercial Driver's License (CDL) the cost of renewal of said license and the cost or any endorsements those employees are required to have.

SECTION 14.3: EDUCATIONAL INCENTIVE

With the City Administrator's approval, full-time bargaining unit employees who are required to participate in an education and training program applicable to City interest shall receive reimbursement for tuition, registration and other items charged by the educational institutional incidental to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for any reimbursement.

Once the City approves the reimbursement for required training the City shall allow the employee to attend all related course to maintain the certification and shall reimburse the employee for all related expenses.

SECTION 14.4: VOLUNTARY EDUCATIONAL INCENTIVE

With the City's prior written approval, full-time bargaining unit employees who voluntarily participate in an education and training program applicable to City interest shall receive reimbursement for tuition, registration and other items charged by the educational institution incidental to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

Tuition reimbursement shall not exceed an average of 50% of the tuition at Northern Illinois University (Hoffman Estates campus), University of Illinois (Chicago campus), and Northeastern Illinois University (Chicago campus).

ARTICLE XV – SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

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. The City shall insure that all employees are properly trained to perform the activities they are directed to perform including, but not limited to training in the following areas: confined space training, OSHA safety training, chlorine gas safety training; and JULIE training.

ARTICLE XVI – LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and City representatives when appropriate. Such meetings shall be scheduled within one week of either party requesting the meeting, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The City may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the City representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII – SUBCONTRACTING AND TRADITIONAL BARGAINING UNIT WORK

The City will not subcontract out work traditionally performed by bargaining unit employees, unless a) the size, scope, complexity, or time constraints are such that bargaining unit members cannot efficiently perform the task, or b) bargaining unit members are not qualified to perform the task, or c) there is a safety issue, or d) there is an insufficient number of bargaining unit members to perform the task, or e) the City does not have available the type of equipment

necessary to complete the task, or f) the relative cost to the City (including overtime and premium pay) of using bargaining unit employees exceeds the cost of engaging a contractor; provided that in no instance shall the City subcontract out work if such subcontracting results in a lay off or reduction in normal work hours. In the event the City decides to subcontract work, it will notify the Union as soon as practical.

ARTICLE XVIII – SUPERVISORY AND TEMPORARY WORKERS

Except as otherwise provided herein, non-bargaining unit employees, summer helpers, interns, temporary workers, and part-time workers (but excluding crossing guards) shall not perform work traditionally performed by bargaining unit employees, except to plow snow or during declared emergencies. Supervisors shall not plow snow unless all qualified available bargaining unit employees are already engaged in such activity. The City shall not employ more than (5) part-time workers (but not counting crossing guards) who perform work traditionally performed by bargaining unit employees. Nor shall the City employ more than five (5) summer helpers, interns, or temporary workers (but not counting crossing guards) who perform work traditionally performed by bargaining unit employees.

ARTICLE XIX – ACTING OUT OF CLASSIFICATION PAY

Whenever a bargaining unit member is assigned by his/her supervisor to perform work assigned or normally performed by another bargaining unit employee in a higher paid classification for four (4) or more consecutive hours, the bargaining unit member performing such work shall be paid at a higher rate of pay for all such hours.

ARTICLE XX – UNIFORMS, EQUIPMENT, AND TOOL ALLOWANCE

SECTION 20.1: PROTECTIVE CLOTHING

The City shall provide all necessary items of protective clothing, safety gear, and other required uniforms.

SECTION 20.2: PRESCRIPTION SAFETY GLASSES

The parties hereby agree that the current City policy concerning safety glasses shall remain in effect for the term of this agreement, unless otherwise modified with the mutual agreement of the parties.

SECTION 20.3: CLOTHING ALLOWANCE

Public Works employees who are required to wear safety shoes or boots shall receive a stipend of up to \$200 to offset the cost of purchasing shoes, boots, socks (up to six pairs), insoles, or shoe laces (up to two pairs), provided that the employee provides to the Public Works Director acceptable documentation as to the cost of such items. This stipend will not be paid more than once per contract year. The City shall provide uniforms and replacements thereof when needed.

ARTICLE XXI – PERSONNEL RECORDS

SECTION 21.1: PERSONNEL RECORDS

An employee's personnel file shall be made available for inspection by the employee or the employee's designee upon written request. Upon proper request, the City shall have forty-eight (48) hours to produce the employee's personnel file. All requests for file inspection are governed solely by the Personnel Record Review Act, as amended hereafter (820 ILCS 40/1 et seq.).

SECTION 21.2: RIGHT OF INSPECTION AND COPIES

Upon written request, an employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may

obtain a copy of his/her record upon written request to the appropriate person. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 21.3: REMOVAL OF DISCIPLINARY RECORDS

Verbal and written reprimands shall be removed from an employee's file after eighteen (18) months from occurrence, provided the conduct which led to the discipline has not recurred during that time period.

ARTICLE XXII – NON-DISCRIMINATION

SECTION 22.1: PROHIBITION AGAINST DISCRIMINATION

Both the City 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. Any dispute concerning the interpretation and application of this paragraph shall be processed through the federal or state agency or court rather than through the grievance procedure set forth in this Agreement, except that an employee and the Union may process a grievance through step two.

SECTION 22.2: UNION ACTIVITY

The City 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. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue an action through the Illinois Labor Relations Board.

SECTION 22.3: RESIDENCY

No individual shall be denied employment because of his/her residency, and no employee shall be denied any benefit or otherwise discriminated against because of his/her residency.

SECTION 22.4: OUTSIDE EMPLOYMENT

All full-time City employees are subject to call at any time for emergencies, special assignment, or over-time duty, and no outside employment may infringe on this obligation. Employees of the City shall not engage in outside business activities while on duty, nor shall City property or confidential or sensitive information obtained on the job be used for non-City functions.

ARTICLE XXIII – NO STRIKE/NO LOCKOUT

SECTION 23.1: NO STRIKE

Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the City or its agents, regardless of the reason for doing so. No employee of the City covered by this Agreement shall refuse to enforce or carry out lawful orders and directives of the City arising from or related to the performance of functions even if there is a labor dispute involving other persons, provided however the City will take reasonable steps to avoid directing bargaining unit members to cross any lawful IUOE Local 150 picket line (e.g., assign non-bargaining unit members to perform the task). An employee engaging in any activity prohibited by this Section shall be subject to immediate discharge, and only the question of his or her actual participation in the prohibited activity will be subject to the grievance and arbitration procedures set forth in this Agreement.

SECTION 23.2: NO LOCKOUT

The City agrees not to lock out employees during the term of this Agreement.

ARTICLE XXIV – BARGAINING RIGHTS

SECTION 24.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to City policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 24.2: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the City retains all traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the City of in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the City and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract out or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into, subject to the provisions of this Agreement; to plan, direct, control and determine all the operations and services of the City and its various departments; to assign and transfer employees; to establish the qualifications of employment; determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, revise those standards; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to lay off employees when necessary; to establish dress and appearance standards for service to the public;

to determine and establish, change, combine or abolish positions and job classifications and to determine the duties, responsibilities and work assignments of any position or job classification.

The City expressly reserve the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act as amended from time to time, and the City shall not be required to bargain over matters of inherent managerial power as set forth in said Act.

ARTICLE XXV – WAGES

SECTION 25.1: WAGE RATES

The minimum wage rates for each classification are set out in Appendix A attached hereto. A new employee may be paid more than the minimum wage rate if such employee has, in the City's discretion, appropriate prior experience or qualifications but in no event shall any new employee be hired at a rate higher than any current employee holding the same job classification with equal years of service and equal certifications. All bargaining unit members will receive the following increases:

5/1/23	2.25%
5/1/24	2.25%
5/1/25	2.75%
5/1/26	3.00%

SECTION 25.2: The terms and conditions set forth in this Agreement are minimums. The City is free to apply superior wage rates at any time during the life of this Agreement, provided that the Agreement minimums are maintained.CERTIFICATION PAY

For each certification/license listed below the employee shall receive the associated compensation. The employee shall receive the annual incentive pay on November 1 of each year on a separate check.

Water operator license	\$750
Arborist license -	\$750
Mechanic ASE certification	\$750
Underground storage	\$500
Pesticide	\$300

(This compensation is non-cumulative)

With prior approval of the City Administrator, unpaid time off to attend the courses necessary to maintain the certification and reimburse the employee for all pre-approved training and related expenses required to maintain the certification.

SECTION 25.3: PROMOTIONS/SELECTIONS

The City shall fill permanent vacancies by prioritizing the most senior qualified employee employed by the City.

The City may hire an outside applicant if bargaining unit employees are not qualified for the position and cannot become qualified with a minimal amount of training. In determining if the employee is qualified, factors such as skill, ability, training, attendance and overall work record shall be considered.

Employees who are promoted or transferred have the option of returning to their former position within thirty (30) days after the promotion or the transfer with no loss of benefits, except that the employee will be returned to his/her former wage level.

SECTION 25.4: LONGEVITY PAY

<u>Years of Service</u>	<u>Longevity Pay</u>
After completion of five (5) years of service and through nine (9) years of service:	\$275
Ten (10) years of service through completion of fourteen (14) years of service:	\$550
Fifteen (15) years of service through completion of nineteen (19) years of service:	\$825
Twenty (20) years of service through completion of twenty-four (24) years of service:	\$1100
Twenty-five (25) years of service or more:	\$2200

Longevity and years of service shall be based on the employees start date regardless of part-time or full-time status at hire date.

SECTION 25.5: Longevity shall be paid in one lump sum on a separate check on or about November 1 of each year, and years of service shall be calculated as of October 31 of the year in which the longevity pay is being paid.

SECTION 25.6: TEMPORARY ASSIGNMENT PAY

In the event the Director or his designee assigns an employee, in writing in advance, to act in the Director's place, that employee will receive one (1) hour of overtime pay at his regular overtime rate for each scheduled day he acts as the Director.

ARTICLE XXVI – DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy is set forth in Appendix C, attached hereto and made a part hereof.

ARTICLE XXVII – INTEREST ARBITRATION

Should an impasse arise during future negotiations, the parties shall employ the interest arbitration process set out in Section 14 of the Illinois Public Labor Relations Act.

ARTICLE XXVIII – EXISTING BENEFITS

In order to insure uniformity, all direct economic benefits which affect employees in the bargaining unit and which are neither set forth in this Agreement nor are covered by a subject matter included in this Agreement, and which are currently in effect, shall not be diminished or reduced unless the same change is made for all employees.

ARTICLE XXIX – SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXX – TERMINATION

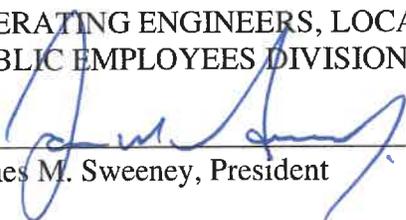
This Agreement shall be effective as of the day of May, 2019, and shall remain in full force and effect until the 30th day of April, 2023, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until the notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the

desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

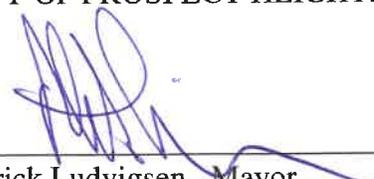
IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024 , in the City of Prospect Heights.

THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION

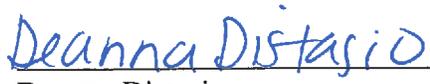


James M. Sweeney, President

CITY OF PROSPECT HEIGHTS



Patrick Ludvigsen , Mayor
City of Prospect Heights



Deanna Distasio
Attorney



Joe Wade
City Administrator

APPENDIX A – NEW HIRES

Title	5/1/2023	5/1/2024	5/1/2025	5/12026
Maintenance Worker I	\$48,400.04	\$49,489.04	\$50,849.88	\$52,375.49
Maintenance Worker II	\$49,995.14	\$51,120.03	\$52,525.83	\$54,101.60
Mechanic	\$51,583.06	\$52,743.70	\$54,194.15	\$55,819.97
Crew Leader	\$53,494.13	\$54,697.75	\$56,201.94	\$57,887.99
Water Supply Operator	\$51,583.08	\$52,743.70	\$54,194.15	\$55,819.97

