

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

PUBLIC EMPLOYEES DIVISION

AND

THE VILLAGE OF SCHILLER PARK, ILLINOIS

MAY 1, 2021 – APRIL 30, 2026

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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 specify wages, hours, benefits and working conditions and other conditions of employment, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement is made and entered into by and between the Village of Schiller Park, Illinois (hereinafter referred to as the "Village") 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.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1. Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the Village of Schiller Park's Street and Water Departments in the classifications of water foreman, street foreman, mechanic, building maintenance worker and public works maintenance worker; but excluding all other employees of the Street and Water Departments, all other employees of the Village of Schiller Park, supervisors, professional employees, short-term employees, managerial employees, and confidential employees as defined by the Illinois Public Labor Relations Act; and all other persons excluded from coverage under the Act.

Section 1.2. Union's Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE II UNION RIGHTS

Section 2.1. Union Bulletin Boards.

The Village shall provide the Union with space on one-half of a bulletin board at each work location for posting of official Union announcements and other items of Union business provided that such postings are nonpolitical and non-inflammatory in nature. The space shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin boards. Notices posted in violation of this section may be removed by the Village.

Section 2.2. Union Stewards.

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate one Steward and one Assistant Steward and will provide written notice to the Village Manager to identify the Stewards. The Union Steward shall be deemed as the liaison between the Union and Village. Neither the Union Steward nor the Assistant Steward shall be permitted to conduct Union business during work hours without the permission of the Director of Public Works or his designee.

Section 2.3. Representation Time.

An employee required to act as a union representative in a grievance meeting scheduled by the Village during said employee's scheduled working hours will not suffer a loss of pay for attending that meeting. No employee shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Departments.

Section 2.4. 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 they give reasonable prior notice to their supervisor of such absence, and there are a sufficient number of employees scheduled to work on the planned days of absence. The Village's approval of time off for such activities shall not be unreasonably denied. A steward may use any accumulated time off (compensatory, personal, vacation, etc.) in lieu of taking the time off without pay.

**ARTICLE III
DUES CHECKOFF AND FAIR SHARE**

Section 3.1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a sample copy of which is attached hereto as Appendix B. The Village will send the dues collected under this Section to the Union each month.

The actual dues amount deducted, as determined by the Union, shall be uniform for each classification and step in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amounts once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, 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.

Section 3.2. Fair Share.

Upon receipt of appropriate voluntary authorization and consent from employees who are not members of the Union, but desire to make fair share payments to the Union, the Village 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 the fair share payment, as certified to the Village by the Union pursuant of the Illinois Public Labor Relations Act, shall be deducted by the Village from earnings of the non-member employee each payroll period. The amount of the above employee deductions shall be remitted to the Union after deduction(s) is made by the Village with a listing of the employee, social security number, address of individual employee deduction(s), along with deductions remitted pursuant to this Article. This will be construed only to the extent allowed by law.

Section 3.3. Indemnification.

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

**ARTICLE IV
LABOR-MANAGEMENT COMMITTEE**

The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than three (3) Union representatives and three (3) administrative representatives of the Village. 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 conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

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

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure, and that they shall be chaired by a Village representative. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. There shall be no loss of wages for scheduled work hours for attendance by the designated Union representatives if the meeting is scheduled during their work time and the Village is aware of who will be attending the meeting at the time it is scheduled. Labor-Management conferences are intended to improve communications and shall be advisory in nature only.

ARTICLE V MANAGEMENT RIGHTS

It is understood and agreed that except as specifically limited by the express written provisions of this Agreement, the Village retains its exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects, including but not limited to the following:

- (a) To determine the mission, policies and all standards of service offered to the public by the Village.
- (b) To plan, direct, control and determine all the operations and services of the Village.
- (c) To manage, supervise, direct and evaluate employees.
- (d) To determine staffing levels, assign, transfer, layoff, hire and promote employees, and to establish qualifications for employment.
- (e) To schedule and assign work and overtime and establish productivity standards.
- (f) To determine the methods, means, organization and number of personnel needed to carry out operations and services.
- (g) To determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement.
- (h) To make, alter and enforce rules, regulations, policies and procedures.
- (i) To discipline, suspend and discharge employees (non-probationary employees as set forth in Article XXI, Discipline).
- (j) To determine number and location of facilities and equipment used.
- (k) To contract out for goods and services.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 6.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village during the term of this Agreement involving an alleged violation of this Agreement.

Section 6.2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and the Director of Public Works or his designee 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 shall submit the grievance in writing to the Director of Public Works or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance.

The Director of Public Works, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director of Public Works, or his designee, shall provide a written answer to the grievant and the Union within ten (10) business days following their meeting.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance from Step 1 of the grievance procedure, it shall be referred in writing to the Village Manager within the earlier of five (5) business days of receipt of the Village's written answer in Step 1 or within five (5) business days of when the Village's answer in Step 1 was due. The Village Manager, or his designee, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement is reached, the Village Manager, or his designee, shall provide a written answer to the grievant and the Union within ten (10) business days following their meeting.

Section 6.3. 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 shall refer the grievance to arbitration, as described below, within the earlier of fifteen (15) business days of receipt of the Village's written answer in Step 2 or within fifteen (15) business days of when the Village's answer in Step 2 was due:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternatively strike the names of arbitrators, taking turns as to the first strike, with the Union striking first in the first arbitration. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her 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/her 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 and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. 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 fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this

Section 4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.5. Grievance Form.

The written grievance required under this Article shall be on a form provided by the Union, a sample copy of which and attached as Appendix C to this Agreement. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that allegedly have been 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 representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

Section 6.6. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the event giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the event giving rise to the grievance.

If a grievance is not presented by the employee 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 arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's answer at Step 1. If the Village does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at Step 1 and immediately appeal the grievance to arbitration. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.7. Miscellaneous.

No members of the bargaining unit shall have any authority to settle or respond on behalf of the Village to a grievance as defined in Section 1. Moreover, no action, statement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of the Agreement shall impose any obligation or duty or be considered as authorized or binding upon the Village unless and until the Village has agreed thereto in writing.

**ARTICLE VII
NO STRIKE-NO LOCKOUT**

Section 7.1. 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, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, picketing (with regard to wages, hours or terms and conditions of employment) for or against the Village or at the home or the outside business of any elected official of the Village, picketing in a Village uniform or any other concerted intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all

employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.3. Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE VIII
SENIORITY**

Section 8.1. Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

Section 8.2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual work. Employees are expected to have a CDL license by the end of their sixth (6) month of employment. During an employee's probationary period, the employee may be suspended, laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, 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 the last date of hire with the Village in a position covered by this Agreement.

Section 8.3. Seniority List.

Upon execution of this Agreement and on or before January 1 of each new calendar year thereafter, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fifteen (15) business days after the Union's receipt of the list.

Section 8.4. Termination of Seniority.

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

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence;
- (f) is laid off and fails to notify the Village of his intent to return to work within fourteen (14) calendar days after the Village mailed his notice of recall subject to Article IX (Layoff & Recall);
- (g) is laid off for a period in excess of one year subject to Article IX (Layoff & Recall);
- (h) does not perform work for the Village (except for military service or a proven work-related injury compensable under worker's compensation) for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- (i) is absent for three (3) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under Subsections 3(e) and (f) or their failure to notify under Subsection 3(i) was due to circumstances beyond their control shall not be terminated under this Section.

**ARTICLE IX
LAYOFF AND RECALL**

Section 9.1. Layoffs.

If the Village in its discretion determines that a layoff of an employee or employees within a position classification is necessary, seniority shall be the determining factor when deciding which employee or employees to layoff provided the remaining employees have the necessary qualifications and certifications to perform the work. Prior to laying off any full-time employees in an affected classification, the Village first shall lay off all probationary, seasonal, temporary or part time employees in the affected classification except where such employees possess a necessary qualifications or abilities to do the work which no non-probationary full-time employee possesses without significant further training. In the event the Village anticipates full-time

employees will be laid off for one month or more, where practicable the Village shall provide the Union with at least three weeks' notice of the layoff.

If a foreman or mechanic is subject to layoff, such employee will have the right to displace a less senior bargaining unit employee in the Public Works Department provided he/she is (or can be without significant further training) qualified to perform the work in question and the remaining employees have the necessary qualifications and certifications to perform the work.

Section 9.2. Recall of Employees.

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for one (1) year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled without further training. For purposes of recall, where a public works maintenance worker has not been provided an adequate opportunity to cross-train, he/she shall be considered qualified to perform the work in either the Streets or Water Department and can become minimally qualified in the other department within three (3) months. An employee on the recall list may bid for other open positions within the bargaining unit and will be considered in accordance with Article X, Filling of Vacancies. The Village shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

Section 9.3. Notice of Recall.

It shall be the responsibility of an employee on the recall list to provide the Village with an address to which a recall notice can be sent. Notice of recall shall be sent by certified mail, return receipt requested, to both the employee and the Union. The employee or the Union must notify the Village of the employee's intention to return to work within fourteen (14) calendar days after the date the notice of recall was mailed. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice as described herein. If an employee or the Union, on behalf of the employee, fails to respond to a recall within fourteen (14) calendar days after his notice of recall is mailed as described above, or declines a recall under this Section, he shall forfeit further recall rights.

Section 9.4. Effects of Layoff.

An employee who is laid off as a result of the Village's decision to implement a layoff shall, in addition to the recall rights set forth above.

- (a) Be paid for any earned but unused vacation days based on the pro-rated schedule and compensatory time.

ARTICLE X FILLING OF VACANCIES

Section 10.1. Procedure.

When the Village determines there is a vacancy whether in an existing classification covered by this Agreement or by virtue of the establishment of a new classification covered by this Agreement, a notice of such vacancy will be posted on bulletin boards in the Streets and Water Departments for ten (10) working days. Until the position is filled, the Village may temporarily fill the position for no longer than ninety (90) days. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Director of Public Works or his designee not later than the tenth working day after which the notice is posted.

Section 10.2. Selection.

Even though a job opening has been posted, the Village retains the final right and discretion to determine whether or not the opening should be filled, and by whom. The Village will consider the application of any employees covered by this Agreement and shall interview any bargaining unit applicant who is arguably qualified for the position. The Village will consider whether the applicants who are bargaining unit members possess the qualifications for the job and also whether they have the ability to become qualified to do the job with a reasonable period of training.

ARTICLE XI OVERTIME

Section 11.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work.

Section 11.2. Normal Workday or Work Schedule

- (A) The normal workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours. The current shift hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday. The current normal work schedule for employees shall remain in effect unless the Village exercises its right to change the schedule, subject to the procedures as set forth herein.
- (B) Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal workday, normal workweek or the normal work cycle, or to temporarily change the normal work schedule of an employee or employees, the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.
- (C) If the Village desires to permanently alter employee work schedules, the Village shall (1) where practicable, inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union.

Section 11.3. Meal Period.

When an employee works eight or more hours in a day, the employee shall be granted a thirty (30) minute unpaid meal period. Time granted for meal periods shall include any travel time utilized by the employee during his meal period. When appropriate, the meal period shall be scheduled at the middle of the employee's workday.

Section 11.4. Rest Periods.

Absent an emergency, employees shall be granted one fifteen (15) minute rest period for each half-day (four hours) shift. The rest period shall commence at a time established or approved by the employee's immediate non-bargaining unit supervisor and shall include any travel time utilized by the employee during the rest period.

Absent an emergency, employees who for any reason work beyond their regular quitting time shall be granted such rest periods every four (4) hours, as stated above.

Section 11.5. Overtime Pay.

An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in the employee's regular seven (7) day work cycle (Sunday through Saturday).

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act ("FLSA"). For purposes of this Article, "time worked" shall include only: (a) that time spent on duty as provided by the Fair Labor Standards Act (FLSA), (b) paid vacation, holiday time off, regular sick leave, funeral leave and personal leave and (c) scheduled hours of work not worked because the employee has been sent home due to excessive work outside the normal work schedule. Time worked shall not include any uncompensated periods (except for scheduled hours not worked as described above) or time which is compensated but not actually worked (other than paid vacation, compensatory time, holiday time, regular sick leave, funeral leave and personal leave), including but not limited to, serious sick leave (as described in the second paragraph of Section 13.3), extended sick leave, compensatory time or any other leave of absence. Hours worked on Sundays shall be paid at one and one-half (1-1/2) his regular straight-time hourly rate of pay. Hours worked on New Year's Day, Christmas Day, Thanksgiving Day, the day after Thanksgiving, Memorial Day, Labor Day, the Fourth of July and after 11:00 a.m. on New Year's Eve and Christmas Eve will be paid at twice (2X) the regular straight-time hourly rate.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Director of Public Works or his designee.

Section 11.6. Overtime Distribution.

The Village shall have the right to require overtime work and employees will not refuse overtime assignments. The Village will endeavor to equalize overtime opportunities among employees who share the same general duties, and first seek volunteers where practicable. However, the Village will not necessarily equalize overtime opportunities or seek volunteers for

work in progress, and certain employees may receive greater overtime opportunities or be required to work based upon specific skills, ability and experience they may possess. As employees, through cross training, become qualified to perform specific jobs (e.g., repairing water main breaks), they will be eligible for such overtime assignments. If an employee demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until the imbalance is corrected.

Section 11.7. Call-back.

A "call-back" is defined as an official work assignment that does not continuously precede or follow an employee's scheduled working hours. An employee who is called back to work and who reports in to work after having left work shall be compensated for all hours so worked, with a minimum compensation of two hours at the applicable hourly rate of pay, unless the individual is called back to rectify his own error. Where an employee is called back to work, after 11 p.m. and before 6:00 a.m., but said call is subsequently canceled and the employee has not yet arrived at the worksite, employees shall be compensated at the rate of one hour at the applicable rate of pay.

Section 11.8. Compensatory Time.

In situations where the Village determines it to be in the best interests of the Village and mutually agreed to by the Village and the affected employee, the Village shall grant compensatory time off in lieu of overtime payment at the applicable rate, up to a maximum of sixty (60) hours of compensatory time per employee at any given time. Compensatory time off shall be taken at such time and in such time blocks as are approved by the Village. Accumulated compensatory time not taken by the end of a fiscal year may be paid to the affected employee on the last scheduled payroll in that fiscal year at the employees' discretion. In no event will an employee be paid for more than 40 hours of compensatory time at the end of the fiscal year. An employee may carry over unused compensatory time from year to year, so long as such amount does not exceed sixty (60) hours at any given time.

Section 11.9. On-Call Status.

To the extent that the Village designates employees to be on "on-call" status, the Village shall rotate the on-call designation(s) among the qualified employees through the use of an "on call" list. In the event problems arise with the on-call list, the Village will notify the Union and give the Union an opportunity to meet and discuss the matter at least thirty (30) days before implementing any changes to the list.

An employee designated by the Village for on-call shall be required to carry a pager or other authorized communication device such as the employee's personal cell phone or a Village issued cell phone and shall be expected to remain available for on-call assignments. Time spent by an employee in an on-call status shall not be considered hours worked under this Agreement. Employees may trade being on-call with other qualified employees on the same on-call list provided that they advise, in advance (and preferably in writing), both Village Dispatch and the Director or his designee.

One employee will be assigned to "on-call status" for purposes of responding to pumphouse calls. The Village reserves the right to assign the employee. An employee who responds to pumphouse calls will be paid three hours pay per the terms of Section 11.7. If this employee is on vacation, or otherwise unavailable as agreed to by the Village, another employee will be assigned.

Section 11.10. Electronic Communications Devices.

The Village desires to be able to communicate to public works employees both on duty and off duty and employees need to have and carry a cell phone with the contact information recorded by public works management for such communication purposes. Also, the use of a "smart phone" in the field as part of the work assigned to public works employees is critical for the proper functioning and completion of the tasks required of public works. Employees will be asked to utilize their "smart phone" as part of their assigned field work and in recognition of this cell phone use of a personal cell phone the Village will provide a \$20 monthly stipend to employees for the use of their personal "smart phone" for assigned field work duties. However, the Village shall continue to provide Village issued cell phones to all employees that are currently issued Village cell phones.

. This mobile phone number shall be made available to the Village staff in order to contact them for work related matters. Employees are responsible for the safekeeping of their phones, paying the phone service, carrying the phone when they are not scheduled to work, and replacing the phone as needed to maintain a functioning phone. The Village will be responsible for replacing the devices that are out of order through no fault of the employee only as a result of their work activities. This requirement that employees carry electronic communication devices and respond to calls shall not diminish the Village's commitment in Section 11.6 to first seek volunteers where practicable.

Section 11.11. No Pyramiding.

Compensation shall not be paid, or compensatory time taken more than once for the same hours under this Agreement.

**ARTICLE XII
LEAVES OF ABSENCE**

Section 12.1. Jury Duty or Witness Leave.

Should any employee covered by this Agreement be required to serve on a jury or be required to appear as a witness in his capacity as a Village employee, that employee 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 service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror or submit a copy of his subpoena if a witness and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

Section 12.2. Military Leave.

Military Leave and benefits shall be granted in accordance with applicable law.

Section 12.3. Funeral Leave.

In the event of the death of an immediate family member, an employee shall be granted three (3) consecutive (unless circumstances dictate otherwise) calendar days off without loss of pay for purposes of arranging and/or attending the funeral and wake. For purposes of this Section, immediate family shall include only the following persons: parents, spouse, children (including steps), siblings, grandparents, grandchildren; parents-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

If the Village reasonably suspects abuse of funeral leave, an employee shall provide satisfactory evidence of the death (such as an obituary). Leave beyond that permitted above may, upon approval of the Director of Public Works or his designee, be taken by an employee if deducted from the employee's available vacation leave benefits or compensatory time.

Section 12.4. Family and Medical Leave.

The Family Medical Leave Act (FMLA) shall be implemented consistent with applicable federal law, rules and regulations, including the following provisions:

(A) Eligibility. An employee shall be eligible for Family and Medical Leave when he/she:

- (1) Has worked for the Village for at least 12 months; and
- (2) Has worked at least 1250 hours within the 12 months.

The "12-month period" is measured backward from the date a leave under this policy is to begin.

(B) Leave Entitlement. The Village shall grant an eligible bargaining unit employee up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for any of the following reasons:

- (1) The birth of a son or daughter and in order to care for such son or daughter;
- (2) The placement of a son or daughter in the employee's home for adoption or foster care;
- (3) To care for spouse, son, daughter, or parent ("covered family member") with a serious health condition as defined by the Family and Medical Leave Act (FMLA) of 1993;

- (4) Because of the employee's own serious health condition (as defined by the FMLA). Serious health conditions shall include periods of incapacity due to pregnancy.

Leave because of reasons "1" or "2" must be completed within the 12 month period beginning on the date of birth or placement. In addition, spouses employed by the Village who request leave because of reasons "1" or "2" or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period.

(C) Intermittent and Reduced Schedule Leave.

- (1) Family Medical Leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) if medically necessary to care for a seriously ill covered family member, or because the employee is seriously ill and unable to work.
- (2) Use of intermittent leave under this section for birth or placement for adoption or foster care is subject to the Village Manager's approval.
- (3) While the employee is on intermittent or reduced schedule leave, the Village may temporarily transfer the employee to an available alternative position which better accommodates the recurring leave, and which has equivalent pay and benefits. In such circumstances, the employee will still be covered by this Agreement.

(D) Notice of Leave. If the need for Family Medical Leave is foreseeable, the employee shall give the Village at least thirty (30) days prior written notice if possible. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the Village as soon as practicable, generally within one (1) to two (2) business days of learning of the need for leave.

(E) Benefits While on Leave.

- (1) Family Medical Leave is unpaid leave. If the employee requests leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, any accrued paid vacation and personal leave the employee has must first be substituted and used for any unpaid Family Medical leave. In addition, if the leave is requested due to the employee's serious health condition, any paid sick leave, vacation leave and personal leave to which the employee is entitled must first be substituted and used for any unpaid Family Medical Leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

- (2) Insurance coverage will continue to be granted under the terms of this agreement to employees who take Family and Medical Leave. If the employee does not return to work at the end of the leave period for reasons other than his or her continued serious health condition, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the leave.

Section 12.5. Unpaid Discretionary Leave of Absence.

The Village in its discretion may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the duration, terms and conditions of such leaves.

Any request for unpaid discretionary leave shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Village Manager or his designee and it shall be in writing.

Section 12.6. Non-Employment Elsewhere.

A leave of absence under this Article will not be granted to enable an employee to engage in employment elsewhere or for self-employment, unless agreed upon in writing by the Village. Any employee who engages in employment elsewhere (including self-employment) without prior approval from the Village while on a leave of absence under this Article may be immediately terminated by the Village.

ARTICLE XIII SICK LEAVE

Section 13.1. Purpose.

Sick leave is a benefit provided by the Village to protect an employee against loss of pay if that employee is unable to work by reason of the employee's own non-work-related illness, injury, pregnancy or for employee medical or dental appointments which the employee was unable to schedule during non-working hours. Except as otherwise provided in this Article, in order to be entitled to paid sick leave benefits, an employee who is on sick leave shall remain at home during his regularly scheduled work hours unless hospitalized, visiting his doctor or dentist, or acting pursuant to reasonable instructions for medical care. The sick leave benefits described in this Article shall be in lieu of any other paid sick leave benefits from the Village.

Section 13.2. Eligibility for New Employees.

Employees who have been employed by the Village for less than twelve months shall earn one (1) eight hour sick leave day for each 2 months worked, not to exceed a total of five (5) sick leave days during the first year. Other than accumulation dates, all other provisions of Section 13.3 apply after an employee's first anniversary date. All other employees covered by this Agreement who have been employed on a continuous full-time basis by the Village for the 12

month period immediately preceding May 1 shall be eligible for sick leave benefits as described in Section 13.3 of this Article.

Section 13.3. Annual Sick Leave Benefit.

Effective as of May 1 of each new fiscal year of the Village, an eligible employee shall be allowed full pay at his applicable hourly rate, for five eight-hour workdays, *i.e.*, forty (40) hours, of absence if the employee is unable to work due to the employee's own non-work related illness, injury or for employee medical or dental appointments which the employee was unable to schedule during non-working hours. If an eligible employee does not utilize any or all of the sick leave benefit described under this paragraph within the fiscal year, then said employee shall be compensated for the unused portion thereof at a rate of three-quarters (3/4) of his regular straight time hourly rate during the fiscal year in question, said payment to be made within 30 days following the close of the fiscal year. If an employee fails to provide required medical proof according to this Section in connection with attempted use of paid sick leave under this paragraph, then said employee shall not be compensated for such sick leave.

In addition to the foregoing sick leave benefits, if a medical doctor acceptable to the Village (such acceptance not to be unreasonably denied) certifies that an employee is hospitalized, confined or otherwise unable to work due to the employee's own non-work related illness or injury, then such employee shall be allowed full pay, at his applicable hourly rate, during such period or periods, but not to exceed a period of twenty-five (25) calendar days of pay occurring within the fiscal year (excluding Village recognized holidays). In no event shall any employee be allowed sick pay for more than thirty (30) calendar days in any one fiscal year. An employee shall not be reimbursed for any unused sick leave benefits under this paragraph.

The sick leave benefits described in this Section are noncumulative. An employee may not carry over any unused sick leave benefits from year to year.

Section 13.4. Extended Sick Leave.

In certain, limited circumstances, an employee may apply to the Village Manager in writing for up to an additional thirty (30) calendar days of extended sick leave benefits. In order to apply for such leave, the employee must:

- (a) Have exhausted all other sick leave benefits available under this Article, as well as all accrued but unused paid time off (including but not limited to vacation leave, compensatory time, etc.);
- (b) Have over five years of continuous full-time employment with the Village;
- (c) Provide certification from a doctor acceptable to the Village (such acceptance not to be unreasonably denied) that the employee is hospitalized, confined or otherwise unable to work due to the employee's own non-work related illness or injury; and
- (d) Agree in writing that the employee will reimburse the Village for all health insurance premiums (to the extent permitted by the FMLA) and sick leave paid by the Village on the employee's behalf during his absence should he not return to

work upon being determined fit for duty and remain in the Village's employ for at least nine (9) full months thereafter.

Approval of extended sick leave shall be at the discretion of the Village Board, such approval not to be unreasonably denied. If needed, employees may apply for an additional thirty (30) calendar days of extended sick leave, but in no case more than sixty (60) days of extended sick leave at a time. If granted, the employee shall be allowed full pay, at his applicable hourly rate, during such period or periods, but not to exceed up to sixty (60) calendar days of pay in any ten year period of the employee's full-time service with the Village. Paid holidays shall not be counted toward the thirty (30) calendar days. Should an employee accrue sick leave, vacation leave, or other paid time off while on extended sick leave, the employee must immediately utilize all newly accrued sick leave, vacation leave or other paid time off before continuing on his extended sick leave status.

Any extended sick leave provided an employee under this section will be contingent upon the employee acting pursuant to his doctor's instructions, providing medical documentation and/or submitting to any medical examinations requested by the Village (provided the Village pays for such examinations to the extent not otherwise covered by insurance), and complying in full with all other provisions of this Article. Extended sick leave benefits are non-cumulative and are not reimbursable. The Village reserves the right to require employees eligible under this Section to perform alternative duties if their medical condition allows. The Village will make a reasonable attempt to assign the employee to a public works, or public works related, duty. Time worked by the employee will not be applied to the 60-day period. The provisions of this collective bargaining agreement will continue to apply during such alternative duty assignments.

Section 13.5. Notification.

Notification of absence shall be given to the Director of Public Works, his designee, or the Village's designated answering machine as soon as possible on the first day of such absence, and every day thereafter (unless this requirement is waived by the Director) but no later than one half hour before the start of the employee's work shift, unless it is shown that such notification was impossible. When notifying the Village of an absence under this Section, the employee shall provide the Village with accurate information concerning the reason why the employee is unable to work. Failure to properly notify the Village of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to additional discipline, as well. If an employee provides untruthful information concerning his/her use of sick leave, that will be cause for strict disciplinary action. To remain eligible for paid sick leave under this Article, the following procedures shall be followed by any employee on sick leave:

- (a) The employee shall provide the Director of Public Works or his designee a telephone or pager number where he can be reached during the workday.
- (b) Upon request, the employee shall notify the Director of Public Works or his designee upon temporarily or permanently changing his residence.
- (c) Employees utilizing telephone answering machines or an answering service while on sick leave shall respond back to any inquiry by the Village during the workday

within thirty (30) minutes or as soon as reasonably practicable of such inquiry unless otherwise authorized by the Director of Public Works or his designee.

Section 13.6. Proof of Illness.

As a condition to eligibility for paid sick leave under this Article, the Village may require an employee to submit a physician's certification of illness from his physician or one selected by the Village where the Village has reasonable cause to suspect sick leave abuse. Reasonable cause shall automatically be deemed to exist when an employee is absent from work for three (3) consecutive workdays or more due to his/her own illness or injury or the employee has repeatedly used sick leave in conjunction with holidays, vacation days, compensatory time or weekends. The Village also may require the employee to provide a statement from a physician indicating that the employee is physically able to return to work before an employee may return to work.

Section 13.7. Medical Examinations.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. The employee may at his or her own expense submit to an equivalent examination by a qualified comparable professional of his/her choice and submit such results to the Village for consideration. The Director shall not act arbitrarily, capriciously or discriminatorily with regard to such examinations.

Section 13.8. Usage.

Sick leave shall be used in no less than four (4) hour increments.

Section 13.9. Abuse.

Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. The Union will cooperate with the Village to ensure that employees do not abuse sick leave.

In order to be eligible for the twenty-five (25) workday paid sick leave benefit described in Section 13.3 (Benefit) or the extended sick leave benefit of Section 13.4 of this Article, the employee shall remain hospitalized, confined or otherwise unable to work due to the employee's own non-work related illness or injury from the first day of such leave until the last day of such leave.

Section 13.10. Family Emergency Leave.

An employee covered by this Agreement shall be entitled to emergency leave for the purpose of attending to an illness or injury in the employee's immediate family (defined as spouse, child or parent) until other care can be provided. From the five sick leave days accrued per fiscal year, an employee may use up to three (3) accrued but unused sick leave days (24 hours) for purposes of emergency leave. Otherwise, emergency leave shall be unpaid unless the employee wishes to utilize accrued but unused vacation, personal days or compensatory time. Bona fide

requests for emergency leave shall not be unreasonably denied by the Director of Public Works provided a true emergency exists, the employee is not overusing emergency leave, the employee will be absent for only a short period (generally one day), and the employee's absence will not unnecessarily interfere with Village operations. As a condition to eligibility for emergency leave, the Village may require, where there is reason to suspect abuse, an employee to submit a physician's certification of illness for the ill family member. Nothing herein shall prevent an employee from requesting leave pursuant to the Family and Medical Leave Act where appropriate.

**ARTICLE XIV
VACATIONS**

Section 14.1. Vacation Accrual.

An employee becomes eligible for paid vacation leave after the completion of his/her first year of continuous full-time employment with the Village. Vacation allowance is earned as of an employee's anniversary date of employment, according to the following schedule:

<u>Length of Continuous Service</u>	<u>Number of 8 Hour Work Shifts Per Year</u>
1 year but less than 5 years	10
5 years but less than 12 years	15
12 years but less than 20 years	20
20 years or more	25

Unless otherwise approved by the Director of Public Works in a specific instance, an employee shall utilize all but five (5) work shifts (ten (10) after five (5) years of service) of his or her vacation allowance in blocks of seven (7) consecutive calendar days, or a multiple thereof. The Director of Public Works may, at his or her sole discretion, permit an employee to divide available vacation allowance in a different manner.

Section 14.2. Vacation Eligibility.

In order to be eligible for a paid vacation allowance under this Article, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must have been compensated, including any paid benefit time (including sick leave, vacation leave, paid leave of absence, compensatory time, etc.), for 2080 hours of straight time pay during the preceding year of employment (i.e., hours worked or paid greater than forty hours in a week will not count towards this requirement). An employee compensated for less than 2080 hours of straight time employment in an anniversary year will receive paid vacation allowance proportionate to the fraction of the year for which he was compensated at a straight time rate of pay, rounded to the nearest whole day.

Section 14.3. Vacation Usage.

- (A) An employee is eligible to take Vacation Leave upon completing one year of service with the Village.

- (B) If a holiday for which the employee otherwise would have received time off with pay occurs during the employee's vacation, the employee will use holiday pay not vacation time on that day.

Section 14.4. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification at the time of his vacation.

Section 14.5. Vacation Selection Scheduling.

Employees may reserve vacation leave for the next fiscal year by submitting vacation requests between April 1 and April 15. During that time period, each bargaining unit employee, beginning with the employee with the greatest seniority, shall be given the opportunity to select up to two (2) blocks of vacation leave. A block of vacation is defined as five (5) workdays or vacation days that would be eligible for time off. Once each employee has had an opportunity to select up to two blocks of his vacation allowance, the same procedures shall be repeated until all employees wishing to select vacation have done so. If the two blocks are requested and approved as consecutive periods, the employee will not be eligible to submit for any additional vacation blocks until all employees have completed their respective requests for two blocks. On April 16 or the first workday thereafter, the Director shall post a schedule indicating the approved vacations of all employees for the entire fiscal year.

Vacation requests made after April 15 will be considered in the order they are received. Requests to schedule or change a block of vacation coming after April 15 shall be made at least fourteen (14) calendar days in advance. The Director shall respond to such requests within two (2) days. Requests to take single vacation days shall be made at least three (3) working days in advance whenever possible, and the Director shall respond to such requests within one (1) workday. The Director may at any time approve vacation leave requests with lesser notice.

The right to approve vacation periods, cancel vacation periods in an emergency, and the maximum number of employees who may be on vacation at any time is exclusively reserved by the Director, except that, absent an emergency or blocked out days, and provided he or she has complied with the provisions of this Article, at least one (1) bargaining unit employee shall be permitted to be on vacation leave at any time from December through February, and two (2) bargaining unit employees (one from each department) shall be permitted off at any time from March through November. Nothing herein, however, shall prohibit the Village from exercising its discretion to permit additional employees to be off beyond the minimums. The Village shall have the right to block out possible vacation days surrounding Village events when it reasonably believes all employees need to be available.

Section 14.6. Vacation Carryover.

Except as otherwise provided herein, earned vacation allowance which is not used within twelve (12) months shall be forfeited without compensation to the employee except as set forth below. If an initial vacation request is denied, or approved and subsequently canceled by the Director, and there is insufficient available time within the employee's anniversary year to schedule such vacation through no fault of the employee, then the vacation allowance will be carried over

into the following anniversary year, subject to recommendation by the Director and approval by the Village Manager. Such approval shall not be unreasonably denied.

Any vacation allowance carried into a subsequent anniversary year must be used within the first ninety (90) days of said anniversary year. If an employee has no opportunity to use his accrued vacation time by the end of his anniversary year because he/she is on worker's compensation injury leave, the Village will pay the employee for his unused vacation time, or, at its discretion, permit the employee to carry over the vacation time into the following anniversary year.

Section 14.7. Vacation Upon Termination.

Upon termination of employment for any reason, a non-probationary bargaining unit employee shall receive compensation for all earned but unused vacation time at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the date of termination. Employees with less than one (1) year of service shall not be entitled to any compensation for unused vacation time if their employment terminates prior to completion of their probationary period.

**ARTICLE XV
HOLIDAYS & PERSONAL LEAVE**

Section 15.1. Holidays Observed.

The following are recognized as holidays for eligible employees:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve (1/2 Day)
- Christmas Day
- New Year's Eve (1/2 Day)
- Veterans Day

The holiday shall be observed on the actual designated day as determined by the Village. In no case shall the employee be eligible for holiday pay for the observed holiday and the actual holiday when no work is performed.

Section 15.2. Eligibility Requirements.

To be eligible to receive pay in recognition of a holiday, an employee must work the full scheduled day before and after the holiday (unless previously excused by the Director of Public Works), in addition to the full holiday when assigned or called in to work the holiday, unless proof of sickness is established to the satisfaction of the Director of Public Works.

Section 15.3. Holiday Pay.

Employees who satisfy the eligibility requirements of Section 2 shall be given the holiday off with pay or, if they are required to work on the holiday, a regular day's pay (eight (8) hours of pay at straight-time rates) as holiday pay plus pay at the overtime rate for all hours actually worked.

Section 15.4. Personal Leave Day.

Employees on the active payroll as of the beginning of a fiscal year are entitled to two (2) days off during that fiscal year to attend to personal business. The personal leave days must be used by the end of the fiscal year or they will be lost; they cannot be carried over from year to year and they are not reimbursable. Requests for a personal leave day shall be made in writing no later than three (3) working days in advance of the desired time off, except for unexpected emergencies, in which case the employee will notify the Director or his designee as soon as possible. Personal leave days may be used in a half-day increment, no less than four (4) hours. It is expressly understood that the final right to approve a request to utilize a personal leave day is exclusively reserved by the Director of Public Works, such approval not to be unreasonably denied.

**ARTICLE XVI
WAGES**

Section 16.1. Salaries.

Salaries shall be paid according to Appendix "A" attached hereto and made a part of this Agreement.

Section 16.2. Placement on Step System.

New hires normally shall begin work at the starting rate for their job classification. However, the Village reserves the right to place a new hire at step AA, B, C or D provided the new hire has not less than substantially equivalent years of experience and skills for placement at that step.

Section 16.3. Movement Through Step System.

The performance of all employees shall be evaluated once each year. Probationary employees also shall receive a six month review. Any employee who has yet to reach the top pay step of the base wage schedule and who receives an unsatisfactory rating shall not receive his next scheduled step increase.

If an employee is denied a scheduled step increase, he shall be eligible to receive the step increase beginning three (3) months after his unsatisfactory review if he demonstrates acceptable levels of improvement in performance. If an employee is granted such a step increase within six (6) months, his pay will not be retroactively adjusted, but he shall be eligible for future step increases at the time specified in the Base Wage Schedule (Appendix A). An employee whose performance does not improve within six months following the denial of his step increases shall be delayed in his advancement along the step system by that one year. However, an employee shall in no instance be denied a step increase for more than one and one-half (1.5) years. An

employee denied step advancement has the right to grieve (and the Union the right to take that grievance to arbitration) in accordance with the grievance procedure to determine whether the Village acted unreasonably, arbitrarily, capriciously or discriminatorily in denying advancement.

Section 16.4. Water License Certification Pay.

Upon obtaining a Class C water license, an employee shall be compensated an additional one dollar (\$1.00) per hour so long as they remain licensed. In addition, the Village shall pay all costs associated with obtaining a water license for the water department foreman for two courses only, including but not limited to, any license fees and class fees. As a condition of employment an employee in the position of water department foreman must have a Class C water license within one year of hiring, unless extended by the Village, but for no longer than two (2) years.

**ARTICLE XVII
INSURANCE**

Section 17.1. Participation in the Union Health Insurance Fund.

Throughout the term of the parties' collective bargaining agreement, all full-time bargaining unit employees shall be eligible to participate in the Midwest Operating Engineers Local 150 Health and Welfare Fund (hereinafter referred to as the "Fund's Plan") without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage.

During the term of this Agreement, the Village's contribution to the Fund's Plan for payment of insurance premiums shall be as follows:

May 1, 2021:

Single Coverage	\$799 per month
Employee +1	\$1597 per month
Family	\$2436 per month

May 1, 2022:

Single Coverage	\$839 per month
Employee + 1	\$1677 per month
Family	\$2558 per month

Each May 1 thereafter, the health insurance rates shall increase by no more than 7.5% or the rates set by the Fund, whichever is less. If two bargaining unit employees are married, the Village shall only be required to remit the applicable monthly payment for family coverage under the Fund's Plan. Bargaining unit members must notify the Village and the Union, in writing, of any changes to the bargaining unit member's coverage requirements within fourteen (14) days.

The Union agrees to provide eligible covered bargaining unit employees with its health, prescription, vision, and dental coverage under the Midwest Operating Engineers Local 150 Health and Welfare Fund. Unless mutually agreed to otherwise, the Village agrees to remit payment on a monthly basis by the tenth (10th) of the month preceding the coverage month (e.g., the August payment will be paid by July 10th).

Section 17.2. Coverage Under the Fund's Plan.

The Union and the authorized representatives of the Trustees of the Fund's Plan represent and warrant that they will be solely responsible for the administration and compliance with all obligations under the COBRA, the HIPPA, the Affordable Care Act any and all other provisions of federal or state law. Additionally, the Union and the authorized representatives of the Trustees of the Fund's Plan represent and warrant that all of the employees covered by the parties' collective bargaining agreement are eligible to participate in the Fund's Plan throughout the term of the parties' collective bargaining agreement.

Section 17.3. Terms of Plan to Govern.

The extent of coverage under the insurance policies referred to in "Coverage Under the Fund's Plan" Section of this Memorandum shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement. It is agreed that all such matters are outside of the scope of the City's control and are solely within the discretion and control of the Union and/or the Plan's Trustees.

Section 17.4. Retiree Health Insurance.

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 Fund's Plan represent and agree that that they will comply with all applicable laws to ensure that the Fund'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. Those qualifying retired bargaining unit employees shall receive coverage under the Union's Plan until the employee is eligible for Medicare.

Effective 5/1/2020, except as expressly stated in a side letter, the Village will provide to the Fund on behalf of eligible retirees who were hired prior to the execution of this Agreement a stipend in the amount of \$250 to offset his costs actually incurred for obtaining individual retiree coverage and \$500 for family coverage during the term of this Agreement until the employee is eligible for Medicare.

Section 17.5. Indemnification.

The Union shall indemnify and hold the Village harmless in the event: (a) of any withdrawal liability assessment, assessments, special assessments, government fine, premium increases, or any other claim or demand for payment by the Health and Welfare Fund beyond claims for the express premium payments set forth herein; (b) the Village is alleged to or owes

premium payments on behalf of non-employees, contract employees, joint employees, seasonal employees, or any other employee not understood by the Village or Union to be in the bargaining unit and covered by the health insurance provisions set forth herein; (c) fees (including but not limited to the employer shared responsibility assessable payment), assessments, fines, taxes, penalties or any other costs are imposed on the Employer as a result of the Fund (whether directly or as a result of the terms of this Agreement) not providing affordable, minimal essential coverage that fully complies with Affordable Care Act (or any other federal, state or local health care legislation) to bargaining unit employees legally entitled to such coverage, or for any "Cadillac taxes" (a.k.a. the excise tax on high cost employer-sponsored health coverage) that are imposed or passed along to the Employer; or (d) of any other allegation by the Health and Welfare Fund where the Fund's claims are dismissed or the final judgment awarded (excluding claims for attorneys' fees and liquidated damages) is less than the Village's offer of judgment. This indemnification and hold harmless provision applies as well to any claims for liquidated damages, punitive damages, interest, or attorneys' fees sought against the Village in such actions, as well as the Village's costs and attorneys' fees for the counsel of its choice utilized in defending such actions and enforcing the terms of this indemnification provision.

Section 17.6. Life Insurance.

During the term of this Agreement the Village will provide term life insurance in the amount of \$5,000. The Village retains the right to change insurance carriers or to self-insure this benefit as long as the \$5,000 amount is maintained.

Section 17.7. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 17.8. IRC Section 125 Plan.

The Village shall permit employees to participate in the IRC Section 125 Plan offered to regular, full-time non-contract employees of the Village. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 17.9. IMRF Disability.

IMRF provides disability benefits to eligible employees. Employees covered by IMRF who seek disability benefits should file an application with IMRF.

**ARTICLE XVIII
UNIFORMS AND EQUIPMENT**

Section 18.1. Uniforms.

The Village shall provide uniforms for employees. The Village also shall provide to each employee as part of the uniform a winter jacket, a spring jacket, work gloves, and T-shirts (five (5) per year). Employees shall be required to care for and maintain their uniforms and will be

responsible for the return of the uniforms and equipment purchased by the Village in good condition, less normal depreciation.

Other than T-shirts, the Village will replace worn or damaged uniform items pursuant to a quartermaster system where:

- (a) The Director or his/her designee reasonably determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
- (b) The Director or his/her designee reasonably determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear.

Employees who lose uniform items or who negligently or intentionally damage uniform items may be required to replace such items at their own expense.

The definition and type of a uniform shall be determined exclusively by the Director or his/her designee, provided the uniforms are comfortable to a reasonable person. Village uniform items (other than shoes) shall only be worn while employees are on duty or commuting to and from work (except in limited, appropriate circumstances directly resulting from the employee having to work unanticipated overtime). Nothing herein shall limit the Village's right to establish a dress code for its employees.

Section 18.2. Protective Clothing.

The Village shall continue to make the following items of protective clothing and safety gear available to employees on an as needed basis: rain coats and pants, rubber boots and gloves, specialty gloves (welding, etc.), safety helmets and liners, safety glasses, insulated coveralls and bibs, ear protection and respirators.

Section 18.3. Safety Shoe Program.

Each employee covered by this Agreement, shall receive five hundred and fifty dollars (\$550) over the entirety of this Agreement for the sole intent of purchasing safety shoes, upon submittal of a receipt for the purchase. The Village reserves the right to require any or all employees to wear safety shoes during working hours, and to determine the type of safety shoes employees are required to wear. However, should the Village require any employee to wear a new type of safety shoes without having been given notice prior to or at the time of receipt of the safety shoe payment for that fiscal year, the initial cost of said shoes shall be paid by the Village.

Section 18.4. Mechanic Tools.

Mechanics shall be responsible for providing their own tools. The Village will provide specialty tools. The Mechanic shall supply an inventory of personal tools on Village premises.

**ARTICLE XIX
PERSONNEL RECORDS**

Section 19.1. Personnel Records.

The personnel record is available during regular business hours for an employee and/or his/her designee to review. Each employee is encouraged to contribute documents to his/her record that relate to his/her performance and accomplishments. Disclosure of personnel records shall be in compliance with the Personnel Records Review Act and other applicable federal and state statutes.

Section 19.2. Right of Inspection and Copies.

An employee will be granted the right to inspect and copy his/her personnel and/or medical records according to the Illinois Personnel Records Review Act. Violations of Section 19.1 and 19.2 shall not be subject to arbitration.

**ARTICLE XX
NON-DISCRIMINATION**

Section 20.1. Prohibition Against Discrimination.

In accordance with applicable law both the Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal, state, county or local laws on the basis of race, sex, creed, religion, color, sexual orientation, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability. Employees are encouraged to bring discrimination complaints to their supervisor or the Village Manager. This Section may be grieved but shall not be subject to arbitration.

Section 20.2. Union Activity.

The Village 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 in or lawful activities on behalf of the Union.

**ARTICLE XXI
DISCIPLINE AND DISCHARGE**

Section 21.1. Discipline.

Disciplinary actions or measures shall include only the following: oral reprimand; written reprimand; suspension; and discharge. The Village agrees in principle to the tenets of progressive discipline for non-probationary employees; however, nothing in this Agreement limits the Village's right to summarily discharge or suspend an employee without warning for serious offenses.

The Village shall not discharge, suspend or issue a written reprimand to any non-probationary employee without just cause. The procedure set forth in Article VI (Grievance

Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

Section 21.2. Right to Representation.

Employees have a right to request and have a Union steward present in accordance with employee Weingarten rights during investigatory interviews in which the employee reasonably believes he may be disciplined.

**ARTICLE XXII
EMPLOYEE TRAINING AND EDUCATION**

Section 22.1. Cross-Training.

In order to maximize employee skills and in an effort to provide improved service to the Village and its residents, the Village will attempt, where practicable, to cross-train employees in the Street and Water Departments. To further that goal, the Village shall establish an employee cross-training committee consisting of two bargaining unit members and two employer members (one of which may be a bargaining unit Foreman) to discuss the amount and extent of cross-training desirable for efficient Village operations. The committee shall meet periodically to make recommendations to the Village Manager as to the type of cross-training needed and to help prioritize individual employee needs. Upon a review of the committee's recommendations and an analysis of the individual capabilities of the employees, the Village shall report to the Committee the steps it will take to cross-train employees.

Section 22.2. Reimbursement for Training Expenses.

During the term of this Agreement, the Village will reimburse employees for out-of-pocket training expenses in accordance with the Village's policy for reimbursing unrepresented employees, as that policy may be changed from time to time. The parties recognize that employees required to attend training will be compensated to the extent, if any, required by the FLSA.

Section 22.3. Tuition Reimbursement.

Commencing with the execution of this Agreement, Employees who enroll in a course at an accredited university, college, community college, or other accredited institution, and receive a minimum grade of "C" (or its numerical equivalent) for undergraduate level courses shall be entitled to tuition reimbursement, as provided herein. Courses of direct benefit to the Village shall be reimbursed at 100%; courses of indirect benefit shall be reimbursed at 50%; with all reimbursement under this Section being subject to an individual employee fiscal year maximum of \$1,000. If tuition is paid in part or fully by any other agency or organization, the percentage of Village reimbursement will be reduced in direct proportion to such payment.

In order to be eligible for tuition reimbursement under this Section, an employee must:

- (a) obtain the prior written approval of the Village Manager or his designee at least thirty (30) days before course registration. Thirty (30) day notice may be waived

by the Village Manager, at his discretion, if the employee had less than thirty (30) days notice or for other legitimate reason;

- (b) start and complete the course during the term of this Agreement; and
- (c) present proof of tuition payment and receipt of the necessary grade.

The Village Manager shall have the final right to determine whether the course is of direct or indirect benefit to the Village, thereby determining the maximum reimbursement rate for an eligible employee. The amount of funds available for reimbursement is dependent on available budgeted funds. Approval for a course of study for reimbursement does not guarantee future reimbursements.

For each \$1,000 reimbursement to an individual employee, the employee shall be obligated to remain employed by the Village for a period of six (6) months or to repay such tuition reimbursement to the Village as provided herein. The calculation of time shall be made from the date the course(s) was completed. If an employee voluntarily terminates employment with the Village prior to completing his/her time obligation, the reimbursement shall be deducted from the employee's final pay and/or benefits accrued (e. g., vacation and/or compensatory time) and the employee shall be contractually obligated to repay any remaining amount to the Village.

ARTICLE XXIII MISCELLANEOUS

Section 23.1. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 23.2. Ratification and Amendment

This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 23.3. Drug Testing

The Village may require employees to submit to a drug or alcohol test, provided the testing is consistent with federal regulations for CDL drivers. Any random testing performed shall comply with federal and state regulations relating to employees with CDL licenses. At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Director of Public Works any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of

.02% or more), shall be cause for discipline, including termination. The discipline imposed shall be subject to the provisions of Article XXI (Discipline).

Section 23.4. Outside Employment.

Outside employment for any employee should be kept to a minimum. Such employment shall not be in excess of one thousand forty (1040) hours per year (unless the outside employment is as a paid-on-call firefighter or reserve police officer for the Village of Schiller Park), nor shall such employment result in a conflict of interest or infringe on the ability of the employee to do his job for the Village.

Section 23.5. No Smoking.

All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by the Village or department policy to confine their smoking to a designated area(s). All Village vehicles and facilities are designated as non-smoking.

Section 23.6. Residency

As a condition of employment, within six (6) months of the completion of their probationary period, employees shall be required to obtain and maintain their residence within the Wisconsin border to the north, Route 47 to the west, Interstate 80 to the south and Lake Michigan to the east.

Section 23.7. Safety

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their non-bargaining unit supervisor or his designee who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. Questions regarding safety issues may be addressed in labor-management conferences pursuant to Article IV.

Section 23.8. Subcontracting

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, upon request of the Union, the Village will meet and discuss the matter with the Union before the anticipated starting date of the new contracting out occurs. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting, including means by which to minimize the impact on employees.

**ARTICLE XXIV
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. In such event, upon request of either party, the parties shall meet within ten (10) business days of such notification and negotiate with respect to possible replacement language for the invalidated Article, section or portion of this Agreement.

**ARTICLE XXV
ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes 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, and concludes collective bargaining for its term.

The Village and the 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 in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXVI
DURATION AND TERM OF AGREEMENT**


Section 26.1. Termination in 2026

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026 . It shall be automatically renewed from year to year thereafter unless either party shall notify 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 no later than forty-five (45) days prior to the anniversary date.

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.

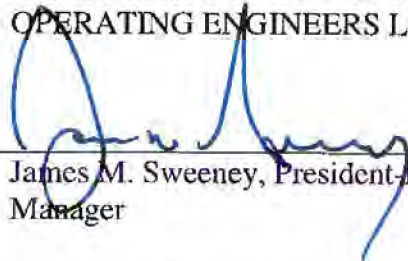
Executed this 21 day of April, 2022.

VILLAGE OF SCHILLER PARK

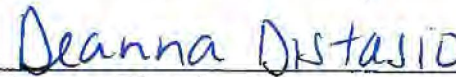


Nick Caiafa, Mayor

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 150



James M. Sweeney, President-Business
Manager



Deanna Distasio, Attorney

**APPENDIX A
STEP SYSTEM**

	2020 Plus Retro		
	2%		
	Street/ Water Foreman	Mechanic	PW Maintenance Worker
A	\$73,305	\$57,469	\$49,617
AA		\$58,904	\$50,856
B		\$60,341	\$52,097
C	\$74,770	\$63,358	\$54,704
D		\$66,526	\$57,436
E		\$69,853	\$60,309
F		\$71,210	\$63,323
G		\$73,346	\$66,491
VAC	\$76,454	\$72,813	\$67,987

	May 1, 2021		
	2%		
	1.5% COLA + .5% COVID increase from 2020/21		
	Street/ Water Foreman	Mechanic	PW Maintenance Worker
A	\$74,771	\$58,618	\$50,609
AA		\$60,082	\$51,873
B		\$61,548	\$53,138
C	\$76,265	\$64,625	\$55,798
D		\$67,857	\$58,585
E		\$71,250	\$61,515
F		\$72,634	\$64,589
G		\$74,813	\$67,821

	May 1, 2022		
	2.5%		
	1.5% COLA + 1% COVID increase from 2021/22		
	Street/ Water Foreman	Mechanic	PW Maintenance Worker
A	\$76,641	\$60,084	\$51,874
AA		\$61,584	\$53,170
B		\$63,087	\$54,467
C	\$78,172	\$66,241	\$57,193
D		\$69,553	\$60,050
E		\$73,031	\$63,053
F		\$74,450	\$66,204
G		\$76,683	\$69,516

May 1, 2023			
2.5%			
1.5% COLA + 1% COVID increase from 2022/23			
	Street/ Water Foreman	Mechanic	PW Maintenance Worker
A	\$78,557	\$61,586	\$53,171
AA		\$63,124	\$54,499
B		\$64,664	\$55,829
C	\$80,126	\$67,897	\$58,622
D		\$71,292	\$61,551
E		\$74,857	\$64,629
F		\$76,312	\$67,859
G		\$78,600	\$71,254

May 1, 2024			
2.00%			
	Street/ Water Foreman	Mechanic	PW Maintenance Worker
A	\$80,128	\$62,817	\$54,235
AA		\$64,386	\$55,589
B		\$65,957	\$56,945
C	\$81,729	\$69,255	\$59,795
D		\$72,718	\$62,782
E		\$76,354	\$65,921
F		\$77,838	\$69,216
G		\$80,173	\$72,679

May 1, 2025			
2.00%			
	Street/ Water Foreman	Mechanic	PW Maintenan ce Worker
A	\$81,730	\$64,074	\$55,319
AA		\$65,674	\$56,701
B		\$67,276	\$58,084
C	\$83,364	\$70,640	\$60,991
D		\$74,172	\$64,037
E		\$77,881	\$67,240
F		\$79,395	\$70,600
G		\$81,776	\$74,133

Employees may advance through the step system at no more than one step per anniversary year (with the exception of step AA, the six month step) provided they maintain satisfactory performance as set forth in Section 16.3.

Mechanic Step F is also contingent upon attainment of two ASE certifications from the attached list – Village choice. Mechanic Step G is contingent upon attainment of three ASE certifications

from the attached list – Village choice. The Village will solicit input from the mechanic as to which classes would best serve the Village.

ASE CERTIFICATIONS

Automobile

- Engine Repair
- Manual Drive Train and Axles
- Suspension and Steering
- Brakes
- Electrical/Electronic Systems
- Engine Performance

Medium/Heavy Truck

- Gasoline Engines
- Diesel Engines
- Drive Train
- Brakes
- Suspension and Steering
- Electrical System