

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VILLAGE OF LAKE ZURICH**

**MAY 1, 2019 THROUGH December 31, 2022**

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## AGREEMENT

THIS AGREEMENT, entered into by the VILLAGE OF LAKE ZURICH, Illinois (hereinafter referred to as the "Village" or the "Employer") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the job classifications of Village Arborist, Maintenance Worker II, Maintenance Worker I, Operator, Mechanic II, Parks and Recreation Maintenance Worker II, Parks and Recreation Maintenance Worker I, and Meter Reader employed by the Village of Lake Zurich, but excluding all employees in the job classifications of Public Works Director, Parks and Recreation Director, Assistant Public Works Director, Superintendent, Operations Supervisor, Recreation Supervisor, Assistant Village Engineer, Civil Engineer, Engineering Assistant/Inspector, Assistant to the Public Works Director, all other supervisory, managerial, confidential, and short term employees as defined by the Illinois Public Labor Relations Act, as amended, and all other employees of the Village of Lake Zurich.

Section 1.2. New Classifications. If the Village creates and fills a new full-time non-professional position that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the Employer's placement of a new job classification in or out of the bargaining unit, the Union's exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board. This section is not subject to the grievance-arbitration procedure.

The Village will establish the wage rate for any new classification covered by this Agreement for the remaining term of this Agreement. The Union may request a meeting with the Village to discuss the wage rate for any new job classification.

Section 1.3. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

## **ARTICLE II NON-DISCRIMINATION**

Section 2.1. Non-Discrimination. In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, gender identity, or Union membership. Other than Union membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

## **ARTICLE III UNION RIGHTS**

Section 3.1. Bulletin Board. The Village will make available to the Union space for a Union bulletin board (not larger than 3 foot by 3 foot) at each primary work location(s) for the posting of official Union notices and information of a non-political and non-inflammatory nature, provided that the posting of notices concerning existing or proposed legislation or regulations shall not be considered political in nature. The Union will limit the posting of Union notices to said bulletin board.

Section 3.2. Union Stewards. The Union shall provide the Village with the names of not more than three (3) three Union stewards. The Stewards shall be deemed as the liaison between the Union and the Village. Union Stewards will not be permitted to conduct Union business during working hours without the permission of the Director of Public Works or his designee, such approval not to be unreasonably denied.

Section 3.3. 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 Village.

Section 3.4. 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 unused earned paid time off (e.g., vacation or personal days, but specifically excluding sick leave) in lieu of taking the time off without pay.

Section 3.5. Access to Premises. Duly authorized Union representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances, representing employees pursuant to the provisions of this Agreement and/or administering the provisions of this Agreement, provided advance notice is given. These business representatives will be identified to the Public Works Director or designee and on each occasion will first secure the prior approval of the Public Works Director or designee, which approval will not be unreasonably denied. Such representatives will conduct their business so as not to interfere with Village operations or interrupt the work of any bargaining unit employee. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Village rules applicable to non-employees.

Section 3.6. Dues Deductions. 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. The Village will send the dues collected under this Section to the Union each month.

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

**Fair Share/Non Members.** Employees who are not members of the Union or do not make application for membership, may voluntarily elect to pay, 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.

Should the Illinois Public Labor Relations Act, or another applicable law, be amended or enacted or should any board, agency, or court of competent jurisdiction, issue a ruling affecting those who elect not to join the Union or voluntarily pay their fair share or the union's duty to represent them, the Employer and Union agree to notify one another and to begin negotiations to address the affected employees.

Section 3.8. 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 MANAGEMENT RIGHTS**

Section 4.1. Management Rights. It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods, effort and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are provided, made or purchased; to make, alter and enforce rules, regulations, policies and procedures; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

#### **ARTICLE V GRIEVANCE PROCEDURE**

Section 5.1. Definition. A "grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee or the Union on behalf of two or more employees against the Village. This grievance procedure shall supersede any other Village grievance procedure.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- Step 1: An employee or the Union who believes that he/she employee has a grievance shall present the grievance in writing to a Public Works Supervisor using the Grievance Form attached as Appendix A. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act, event or commencement of the condition that is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act, event or commencement of the condition that is the basis of the grievance. The written grievance shall include a statement of all relevant facts, the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The Public Works Supervisor or designee shall provide a written response within ten (10) calendar days after the grievance is presented at Step 1.
- Step 2: If the grievance is not settled at Step 1, the written grievance shall be presented by the employee to the Director of Public Works no later than ten (10) calendar days after the date of the response of the immediate supervisor or designee. The Director of Public Works or designee may meet with the employee, and/or a Union representative if the employee so desires, in an effort to resolve the grievance within ten (10) calendar days after the Director of Public Works receives the grievance. The Director of Public Works or designee shall reply to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Director of Community Services at Step 2.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee to the Village Manager or designee, no later than ten (10) calendar days after the date of the response of the Director of Public Works or designee. The Village Manager or designee may meet with the employee, and/or a Union representative if the employee so desires, in an effort to resolve the grievance within fourteen (14) calendar days after the Village Manager receives the grievance. The Village Manager or designee shall reply to the grievance within fourteen (14) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the Village Manager at Step 3.

Section 5.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the Village by certified mail, not later than fifteen (15) calendar days after the date of the reply of the Village Manager or the Village Manager's designee, a written request to arbitrate. It is acknowledged that the Union has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation

Service to submit a panel of seven (7) proposed arbitrators, all of whom are members of the National Academy of Arbitrators. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. During the term of this Agreement, the party requesting arbitration shall strike the first name for the first arbitration case, and thereafter during the term of this Agreement the parties shall alternate in striking the first name.

Section 5.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only the question of fact raised by the grievance as originally submitted at Step 1 concerning whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be binding upon the Village, the Union, and the employees covered by this Agreement.

Section 5.5. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If the last day for filing a grievance, a response to a grievance, or an appeal of a grievance falls on a weekend or on a holiday when Village Hall is closed, then the last such day shall be the first weekday thereafter.

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

Section 5.6. Fees and Expenses. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in



this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

## **ARTICLE VI NO STRIKE--NO LOCKOUT**

Section 6.1 No Strike. Neither the Union nor any officers, agents or employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other 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 6.2. 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 6.3. Judicial Restraint. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of Section 6.1 of this Article. Nothing contained herein shall preclude the Union from obtaining judicial restraint and damages in the event of a violation of Section 6.2 of this Article.

## **ARTICLE VII SENIORITY**

Section 7.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in a position covered by this Agreement. Conflicts of seniority shall be determined on the basis of the employee's hiring date within the bargaining unit, with the employee hired first being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority shall be adjusted accordingly.

Section 7.2. Probationary Period. All new employees hired after the date of this agreement, and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of work. 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.

Section 7.3. Seniority List. On or before January 15 each year, the Village will post, and 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 fourteen (14) calendar days after the Union's receipt of the list.

Section 7.4. Layoffs. If the Village, in its discretion, shall determine whether a layoffs are necessary. If it is determined that layoffs are necessary in a classification, employees covered by this Agreement will be laid off in accordance with their length of service in a classification.

An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in a lower rated classification provided the bumping employee is then qualified to perform the duties of the lower rated classification. Employees displaced through the exercise of a bump by a more senior employee shall have bumping rights consistent with the provisions of this Section.

Employees who exercise the right to bump shall be paid the rate of the classification to which they are bumping at the appropriate step according to their seniority. If an employee who exercises the right to bump is reasonably determined by the Employer to be unable to perform the duties of the position, that employee may be laid off without further bumping rights but with recall rights to his original classification as otherwise provided in this Article. In that event, the employee who had been displaced from that position by the disqualified employee will be returned to that position.

Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Union and the employee(s) affected by the layoff. The Village agrees to consult with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 7.5. Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years following the effective date of the layoff. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of their layoff from said classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Director of Public Works or his designee of his/her intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works with his latest mailing address.

Section 7.6. 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;
- e) fails to report for work at the conclusion of an authorized leave of absence or vacation;
- f) is laid off and fails to report to work on the day ordered to report to work;
- g) laid off for a period in excess of two (2) years;
- h) does not perform work for the Village 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) or more consecutive work days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsections (e), (f) and (i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

## **ARTICLE VIII LABOR-MANAGEMENT COMMITTEE**

Section 8.1. Labor Management Committee. At the request of the Union or the Village, a Labor Management Committee shall meet to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to one Local 150 representative and up to three (3) bargaining unit employees, and up to four (4) Village representatives. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only and nothing herein shall limit the parties' ability to meet more often if necessary.

## ARTICLE IX HOURS OF WORK AND OVERTIME

Section 9.1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

### Section 9.2 Workday and Workweek

- A. The normal workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours.
- B. Hours
  - 1. The normal hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday. In lieu of a morning break, employees shall be allowed to leave work at 3:15 p.m. without loss of pay.
  - 2. Summer hours, when there is expected excessive heat, shall remain according to past practice and procedure.
- C. Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal work day, normal work week 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.
- D. 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 in a Labor Management meeting.

Section 9.3. Lunch/Rest Periods. All Employees shall be granted a forty-five (45) minute lunch (of which 30 minutes shall be unpaid and fifteen minutes shall be paid) during the midpoint of each day. Where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work early for a commensurate period of time as approved by the supervisor.

Section 9.4. Mandatory Rest Period. Unless an Employee agrees otherwise, Employees will normally not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period, unless the Village determines an emergency exists which requires employees to work past 16 hours in a 24 hour period. It is expressly understood that the safety of the employees and the residents are of paramount importance and such emergency declarations shall only be in true emergencies of unforeseen circumstances. If an employee is sent home during his normal workday he shall be permitted to

utilize accrued unused vacation, compensatory, or personal time to fulfill the remaining hours of his normal workday.

Section 9.5. Overtime Compensation. The compensation paid employees for overtime work shall be as follows:

- A. A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 9.2 of this Article.
- B. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on holidays, as provided in Article XIII, Section 13.3.
- C. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

Section 9.6. Overtime Distribution and Assignments. Overtime work will be offered and equitably distributed to employees in the job classification in which the need for overtime arises. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, the employee shall have first preference to future overtime opportunities until the matter is remedied.

Part-time or temporary employees will not be employed by the Village for the specific purpose of depriving full-time bargaining unit employees of the opportunity to work overtime. Nothing herein is intended to alter or affect the Village's right to employ non-bargaining unit seasonal employees in accordance with past practice.

The Village may assign employee(s) to work on Saturday or Sunday, and on any of the nine (9) holidays on the day the holiday is observed. for which they will receive overtime pay at time and one half for Saturdays and Sundays and double time for holidays. If the Village assigns employees to work on a Saturday or Sunday, the employee shall be paid for a minimum of two (2) hours of work at the specified rate.

The Village may assign employee(s) to serve an on-call standby assignment for one week at a time (from Monday at 3:15 pm to the following Monday at 7:00 am). Such employee(s) shall be paid five (5) hours of standby pay at time and one half. If employee(s) are called back to work outside of scheduled overtime hours on a Saturday, Sunday, or holiday, the call back pay provisions of Section 9.7 of this Article shall be applicable.

Section 9.7 Callback. A "callback" is defined as an assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be

compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

Section 9.8. Snow Plowing. Snow plowing assignments, including compensation arrangements, shall continue to be handled in accordance with the parameters of the Village’s past practices. Either party may request that the manner in which snow plowing is handled may be discussed at a Labor-Management Committee meeting and may be revised if both parties agree.

Section 9.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 9.10. Compensatory Time Off. In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in a minimum of one (1) hour increments. Employees may not accumulate more than forty (40) hours of compensatory time at any given time (rolling) and shall have a balance not to exceed twenty (20) hours of compensatory time at the end of each fiscal year. An employee’s request for use of compensatory time must be approved in advance by a non-bargaining unit supervisor. Such approval shall not be unreasonably denied.

## **ARTICLE X WAGES AND OTHER ECONOMIC BENEFITS**

Section 10.1. Salaries. Employees shall be paid on the basis of the salary schedule attached as Appendix A. The wage schedule is increased by the following percentages:

January 1, 2020 – 2.0%

January 1, 2021 – 2.5%

January 1, 2022 – 2.5%

For the purposes of step increases only, the anniversary date of those employees hired after the start date of this agreement into the Maintenance Worker 1 shall be when they reach their last day of 18<sup>th</sup> months of employment.

Section 10.2. Step Increments. Employees who are not at Step J of the salary schedule shall be eligible to advance to the next step on their anniversary date, provided it has been determined through the performance appraisal process that they have met departmental standards during the preceding year.

Section 10.3. Initial Placement on Salary Schedule. New bargaining unit employees will be placed by the Village at the first step of applicable job classification unless they are given credit for prior experience related to the position, qualifications, and/or labor market conditions.

Section 10.4. Movement from Maintenance Worker I to Maintenance Worker II. The following are the requirements to move from Maintenance Worker I to Maintenance Worker II:

- Must be able to run a small crew
- Qualified to operate a variety of specialized equipment (e.g., Vactor, backhoe, bucket truck, front end loader)
- Must be qualified to serve as lead employee of a crew and able to work independently
- Must be able to do blacktop and concrete work
- Must possess appropriate license(s)
- Must possess greater knowledge of technical skills and their application

If the Village reasonably determines that based upon the above referenced factors, a Maintenance Worker I has satisfactorily met the foregoing requirements, the effective date of the movement to the Maintenance Worker II pay grade shall be the beginning of the Village's next fiscal year. All employees will be given reasonable opportunities to qualify for advancement under Sections 10.4.

## **ARTICLE XI INSURANCE**

Section 11.1. Health Insurance. The Employer shall provide regular full-time bargaining unit employees health insurance, through the Midwest Operating Engineers Local 150 Health and Welfare Fund ("Union Plan" or "MOE") and such employees will not participate in or be eligible for insurance coverage under the Employer's group health insurance plan during the term of this agreement. New employees will be covered on the first of the month following the individual's date of hire. Throughout the entire term of this Agreement and for so long as required by law, the Union and authorized Trustees of the Union's health insurance plan represent and agree they will comply with all applicable laws to ensure that the health insurance plan offered to the covered employees includes a retiree health insurance to covered employees sufficient to satisfy the obligations of both the Village and the Union as required by applicable law, including the Municipal Employees' Continuance Privilege, 215 ILCS 5/367j.

During the term of this Agreement, the Village will contribute the following amounts to the Union Plan for such insurance coverage for the covered employees, effective upon ratification (subject to the Village's receipt of actuarial verification by the Union):

Single = \$733.00/month

Single plus 1 = \$1,465/month

Family = \$2,235/month

The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered. The Employer shall have no responsibility for providing benefits under the plan, administering, processing or paying claims for employees. The Union agrees that beginning May 1, 2020, there will not be more than 10% increase in any given year. Effective May 1, 2020, May 1, 2021, and May 1, 2022, any premium increase greater than 5.0% shall result in a dollar-for-dollar reduction in the employee's hourly wage.

The Union agrees that the Employer shall have no obligation to pay any amount other than the specific premiums outlined above. The Union and the Plan shall be solely responsible for any taxes, fees, or other costs associated with the Plan, including any and all costs imposed on the Plan under the Patient Protection and Affordable Care Act ("PPACA") or under any other state or federal legislation. This includes but is not limited to: any excise tax for high cost coverage (e.g., the "Cadillac Tax"), the costs for the Comparative Effectiveness Research Fee, the Health Insurance Industry Fee, or the Reinsurance Assessment, for example.

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

Beginning in 2018, should the Village's cost of insurance benefits offered to the Village's non-Union employees be lower than the premium costs outlined above, the Village may reopen negotiations regarding the benefits provided under this Section of the bargaining agreement. Such reopener negotiations shall be strictly limited to the provisions of this Section 11.1.

Section 11.2. Life Insurance. During the term of this collective bargaining agreement the Village will provide all eligible bargaining unit employees with term life insurance in the amount of \$50,000. The Village retains the right to change carriers or to self-insure this benefit.

## **ARTICLE XII VACATIONS**

Section 12.1. Amount of Vacation. Vacation accruals shall begin at the first pay period of the employees start date and end on the last full pay period of employment according to the schedule listed below. Any changes to the accrual rate shall occur on the first full pay period following the employee's anniversary date.



Years of Service	Hours per Pay Period
0-5	3.08
6-10	4.62
11	4.92
12	5.23
13	5.54
14	5.85
15	6.15
16	6.46
17	6.77
18	7.08
19	7.38
20 +	7.69

Employees may carry over a maximum of two years accumulation of vacation days per year upon approval of the Public Works Director.

Section 12.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 12.3. Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) in any classification, work assignment or work group who may be on vacation at the same time is exclusively reserved by the Public Works Director in order to insure the orderly performance of the services provided by the Village.

Section 12.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid for any earned vacation time that remains unused as of the date of termination.

Section 12.5. Vacation Accumulation. Employees shall be permitted to accumulate up to two (2) years' worth of accumulation.

### **ARTICLE XIII HOLIDAYS AND PERSONAL DAYS**

Section 13.1. Holidays and Holiday Pay. The following days shall be considered paid, designated holidays during the term of this Agreement:

New Year's Day (January 1)  
President's Day  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Thanksgiving Day (fourth Thursday in November)  
Day after Thanksgiving  
Day before Christmas  
Christmas Day (December 25)

In the event one of the above holidays falls upon a Sunday, the following Monday shall be designated as the holiday. In the event one of the above holidays falls upon a Saturday, the preceding Friday shall be designated as the holiday.

Section 13.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work the employee's full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Director of Public Works.

Section 13.3. Pay for Work on a Holiday. If an employee works on one of the actual holidays as set forth in Section 13.1, as opposed to the designated holiday, the employee shall be paid two times his/her straight time hourly rate of pay for all hours worked on the actual holiday. (Example: If Independence Day falls on a Saturday, the designated holiday is the preceding Friday, but an employee would only be entitled to double time for hours worked on Saturday, because Saturday is the actual holiday.) In addition, if the employee meets the eligibility requirements set forth in Section 13.2, the employee shall receive holiday pay.

Section 13.4. Personal Days. Subject to the remaining provisions of this Article, an employee may use up to four (4) days of personal leave, if necessary, per fiscal year (pro rata if employed less than a full fiscal year) for matters of personal necessity or for religious observance. Personal leave days may not be carried over from year to year.

Section 13.5. Scheduling. An employee's request for use of personal leave time must be approved in advance by a non-bargaining unit supervisor. Such approval shall not be unreasonably denied. Personal Days may be used in no less than four (4) hour increments unless otherwise approved by the Director of Public Works, such approval not to be unreasonably denied.

Section 13.6. Termination. Upon termination of employment for any reason, an employee will not receive any compensation for personal leave day(s) that have not been used prior to termination.

## ARTICLE XIV LEAVES OF ABSENCE

Section 14.1. Sick Leave. Sick leave shall be earned at the rate of eight (8) hours for each full month of service, equal to ninety-six (96) hours per year. Unused sick leave may accumulate up to a maximum of nine hundred sixty (960) hours. Bargaining unit employees shall continue to have the right annually to sell back unused sick leave that is accumulated above 480 hours in accordance with the Village's sick leave buyback policy.

Section 14.2. Use of Sick Leave. Sick leave may be used for an employee's own illness or injury, or for serious illness or injury of a member of the employee's family who resides in the same household that requires the employee's presence or a family member not living in the same household that requires the employee's presence. In addition, sick leave may be used for medical/dental appointments that cannot be scheduled during the employee's non-work time in increments of not less than 1 hour.

Employees requesting sick leave must call the on-duty supervisor as soon as possible, but not less than one-half (1/2) hour prior to the start of the scheduled workday. An employee's failure to inform the on-duty supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with reasonable reporting rules as may be established by the Public Works Director.

Section 14.3. Pension Benefit at Retirement At retirement, an employee's sick leave days shall be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees shall be permitted to accrue unlimited sick leave days.

Section 14.4. Miscellaneous. It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls, and/or, where appropriate, taking disciplinary action, including dismissal.

Section 14.5. Funeral Leave. In the event of a death in the immediate family, the employee shall be granted three (3) days of paid funeral leave with pay to attend the funeral. For this purpose, family shall be defined as the employee's spouse, natural, step and/or adopted: parent, sibling, child, grandparent, grandchild, or the parent, sibling or child of the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 14.6. Jury Duty Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work; provided, however, the employee must submit a certificate evidencing that he/she appeared and served as a juror. Any employee shall report to work during

any part of a scheduled day of work when the employee is not required to be in court for jury duty as provided above or has been released from jury duty. Notice of call for jury shall be given to the Village within five (5) days of the employee receiving notice.

Section 14.7. Family and Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

Section 14.8. Military Leave. Military Leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work shall be allowed to use unused available time off options or take time off without pay.

Section 14.9. Other Leaves of Absence. Employees shall have the right to request leaves of absence in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 14.10. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try out for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided in this Article shall be subject to termination at the sole discretion of the Village; provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, so long as there is no expansion of such employment (including self-employment) or unless approved in writing by the Village Administrator, such approval not to be unreasonably denied. This Section shall not apply when an employee is on vacation, on a paid holiday or using Personal Leave or comp time under this Agreement.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

Section 15.1. 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 the mutual written consent of both parties.

Section 15.2. 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 provision(s) concerned.

Section 15.3. Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available

light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave or sick leave.

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

Section 15.4. Fitness Examinations. If 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, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at the employee's own expense a statement from the employee's doctor upon returning from sick leave or disability leave that the employee is fit to return to work. If the Village determines that an employee is not fit for duty based on such examination(s), the Village may place the employee on sick leave or disability, as the circumstances may warrant.

Section 15.5. Drug and Alcohol Testing. Bargaining unit employees shall be covered by the Village's drug and alcohol testing policy. Any employee discipline that results from the implementation of the Village's drug and alcohol testing policy is subject to Article XVI (Discipline and Discharge) and may be grieved in accordance with the provisions of Article V (Grievance Procedure).

Section 15.6. Uniforms. During the term of this agreement the Village will continue its existing practice and policy with respect to the employee uniforms that are provided by the Village and the reimbursement for prescription safety glasses (up to a maximum of \$200 not more than once every two years). Annually, the Village will pay up to \$200 for a pair of work boots.

Section 15.7. 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 VIII.

Section 15.8. Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

Section 15.9. Job Posting. If there is a permanent vacancy in a full-time bargaining unit position which the Village decides to fill, then a notice of such vacancy will be posted on Union bulletin boards for at least seven (7) calendar days. During the posting period, the Village may temporarily fill the position. Any employee interested in applying for the vacancy must file a statement of interest in the vacant position with the Village not later than the seventh calendar day on which the notice is posted. Even though a job opening has been posted, the Village retains the final right to determine whether or not the opening should be filled, and by whom, pursuant to this Section.

In the event the skill, qualifications and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

Section 15.10. 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, before the Village contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing non-probationary bargaining unit employee is laid off, *i.e.*, removed from the active payroll, as a direct result of such contracting out. 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 out. Following notice and an opportunity to meet, the Village reserves the right to proceed with such layoff.

Section 15.11. CDL Reimbursement. The Village will reimburse all employees the cost of maintaining the CDL license.

## **ARTICLE XVI DISCIPLINE AND DISCHARGE**

Section 16.1. 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 discipline any non-probationary employee without just cause. The procedure set forth in Article V (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

Section 16.2. 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 XVII SAVINGS CLAUSE**

Section 17.1. Savings Clause. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

## **ARTICLE XVIII ENTIRE AGREEMENT**

Section 18.1. 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.

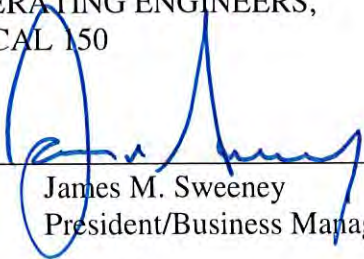
**ARTICLE XIX DURATION AND TERMINATION**


Section 19.1. Termination in 2022. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective as of the day following its execution by both parties, and shall remain in full force and effect until midnight December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) 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 18<sup>th</sup> day of February, ~~2019~~<sup>2020</sup>, after being first ratified by the Union's membership and then by the Village's President and Village Board of Trustees.

OPERATING ENGINEERS,  
LOCAL 150

By:   
James M. Sweeney  
President/Business Manager

By:   
Kenneth E. Edwards  
Senior Counsel

VILLAGE OF LAKE ZURICH,  
ILLINOIS

By:   
Mayor

By:   
Village Manager

By:   
Deputy Village Clerk