

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF HAZEL CREST**

**May 1, 2016 through April 30, 2019**

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## **AGREEMENT**

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

## **PREAMBLE**

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

## **ARTICLE I**

### **SECTION 1.1 RECOGNITION**

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

#### **\*\*INCLUDED**

All full-time and regular part-time employees in the following classifications: Maintenance worker, water plant operator, mechanic, meter technician, and building maintenance custodian.

#### **\* \*EXCLUDED**

All other employees; all other confidential, managerial and supervisory employees as defined in the Act.

### **SECTION 1.2 NEW CLASSIFICATIONS**

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

## **ARTICLE II**

### **SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. The Agent shall provide advance notice before entering the Employer's premises.

### **SECTION 2.2 TIME OFF FOR UNION ACTIVITIES**

Up to two (2) Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives fourteen (14) days prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off other than sick leave (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such time without pay.

### **SECTION 2.3 UNION BULLETIN BOARD**

The Employer shall provide one Union bulletin board. The board shall be for the sole and exclusive use of the Union.

### **SECTION 2.4 MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all the traditional rights through its administration to manage and direct the affairs of the Village in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Village and its various Departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any

services and upon what terms and conditions such contract will be entered into, pursuant to this Agreement, to plan, direct, control and determine all the operations and services of the Village and its various Departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, to determine the number of employees; to employ employees; to schedule and assign work; to assign overtime; to train employees; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees pursuant to this Agreement; to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act.

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

#### **SECTION 3.1 DEDUCTIONS**

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs as authorized by the bargaining unit member.

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

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

### **SECTION 3.2 FAIR SHARE**

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

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

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

### **SECTION 3.3 APPEAL PROCEDURE**

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

### **SECTION 3.4 HOLD HARMLESS**

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

## **ARTICLE IV HOURS OF WORK AND OVERTIME**

### **SECTION 4.1 WORKDAY AND WORKWEEK**

(A) The workday is eight (8) hours, and the workweek is forty (40) hours.

(B) Except as set forth herein, the regular hours/workdays for bargaining unit employees shall be eight (8) hours per day, 7:30 a.m. to 4:00 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. All employees hired prior to August 1, 2016 shall work from 7:30 a.m. to 4:00 p.m., with a one-half (1/2) hour paid lunch, Monday through Friday, and the workday and workweek shall not be altered unless on a temporary basis as provided below. All employees hired after August 1, 2016, may be assigned a workday between 8:00 am and 5:00 p.m., with a one-half (1/2) hour paid lunch Monday through Friday. The start time may be altered on a temporary basis in the case of work emergencies. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime pay.

(C) Employees will be provided with one (1) twenty (20) minute work break in the morning and one (1) twenty (20) minute work break in the afternoon. Employees are allowed a

fifteen (15) minute cleanup before lunch and a fifteen (15) minute clean up period before the end of the workday.

#### **SECTION 4.2 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 times the employee's regular hourly rate of pay when required to work in excess of the normal work hours Monday through Friday, and for all hours worked on Saturdays and Sundays. Overtime will be rounded up to the nearest (one-half) hour. Employees' regular hourly rate is calculated by dividing the annual salary by 2080.

(B) All time paid for even if not worked shall be counted as "time worked" for purposes of computing overtime compensation.

(C) An employee who works more than twenty (20) hours of overtime in a pay period shall be paid for the overtime by separate check by the following pay period.

#### **SECTION 4.3 OVERTIME DISTRIBUTION**

(A) An overtime duty list will be prepared and maintained by the Supervisors, who will as equally as possible, split the holidays and weeks among the bargaining unit employees.

(B) At the discretion of the Supervisors, for Maintenance Workers, a primary and secondary position duty list will be utilized. A third duty position will be added from November 1 through March 31 of the following year. Employees may exchange duty time as long as duty exchange forms are properly utilized.

(C) The Employer agrees to distribute callout duty week responsibility and overtime as equally as possible amongst those employees who usually perform the type of work at issue. On-call duty week responsibility will not result in consecutive weeks for Maintenance Workers. The

employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime.

If needed, the duty lists will be used for overtime coverage. In the event that the Maintenance Worker primary, secondary or third (if on the duty list) are performing the overtime work and additional workers are needed, a list will be maintained of the other Maintenance Workers and contact will be attempted. Each attempt will be noted on the list until the needed amount of Maintenance Workers is fulfilled. In the case that there is still a need for additional help, the Primary Mechanic, then the Primary Water Plant Operator will be called in. After that, the secondary mechanic, then secondary water plant operator then the Meter Man may be contacted.

(D) In recognition of the many variables inherent in overtime assignments, and in order to prevent grievances pitting one bargaining unit member against another, only group grievances (bargaining-unit wide) will be processed.

(E) Employees who are assigned to work overtime who reasonably and justifiably believe that their safety and health are in imminent danger due to an alleged excessive amount of overtime worked by the employee during the prior calendar week immediately preceding the overtime assignment at issue, shall immediately inform their management supervisor who shall have the responsibility to determine, in his/her/its sole discretion, if any, should be taken, including whether or not the overtime work should be assigned to another bargaining unit employee.

#### **SECTION 4.4 SEASONAL AND PART-TIME WORK**

(A) The employment of part-time, seasonal, and temporary help shall not be done to deprive bargaining unit members of overtime opportunities.

(B) The Village's current practice of using seasonal help (such as summer student-hires), outside contractors for grass-cutting, and part-time help for special events is recognized and shall not violate this Section.

(C) The Village reserves the right to use part-time or volunteer help at the compost/recycling facility.

(D) The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time bargaining unit personnel of opportunities to work overtime. However, if full-time personnel who would have usually worked the overtime refuse the work or are unavailable, the Village may assign part-time or temporary personnel to work said overtime without violating the Agreement.

#### **SECTION 4.5 ON CALL PAY**

(A) Employees will receive call-out pay at the rate of one hundred dollars (\$100.00) per week for each week placed on call. In 2016 only, Employees shall receive a pro-rata share of the call out pay bonus earned through April 30, 2016, on the employee's first December, 2016 pay check.

(B) New employees will be eligible for on call pay once they are eligible for to be on call.

(C) Unless otherwise agreed to by the employee, employee's shall not be required to be on-call more than the following maximum for each classification in a calendar year:

- (1) Mechanic — No more than seven (7) consecutive days.
- (2) Building Maintenance Custodian: No more than every other week
- (3) Meters: Fifty two (52) weeks, except when on vacation, sick leave or any other approved leave of absence approved by the Village.
- (4) Water Plant: Maximum of twenty (20) weeks per year.
- (5) Maintenance Worker: No more than every other calendar week

The Employer shall be permitted to require employees to be cross-trained and/or certified at the Village's expense, in more than one of the above classifications.

If a bargaining unit member performs work out of his regular job classification and that work is at a higher pay rate, the employee shall receive out of grade pay for the hours actually worked in the higher rated classification.

Nothing in this Section shall prohibit an employee from volunteering or agreeing to be on-call for more than the maximum period of time set forth in this Section.

#### **SECTION 4.6 CALL BACK PAY**

A callback is an official 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, with a guaranteed minimum of two (2) hours at such overtime rate for each such callback. Work that extends beyond the regular workday shall be compensated at the appropriate overtime rate for only those hours actually worked.

#### **SECTION 4.7 COMPENSATORY TIME**

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of one (1) hour blocks. Employees may accumulate up to

fifty (50) hours of compensatory time in lieu of overtime. Compensatory time cannot be scheduled before it is earned.

#### **SECTION 4.8 OUT OF GRADE PAY**

Employees whose permanent position is not working at the water plant shall receive three dollars (\$3.00) per hour added to their regular hourly base wage rate when performing work at the water plant on weekdays and four dollars and fifty cents (\$4.50) per hour added to their base wage rate when performing the work at the water plant on weekends.

#### **SECTION 4.9 CERTIFICATION INCENTIVE**

Employees who hold and maintain any pesticide, water, mechanic, and or/ electrician license and/or certifications that are used to the benefit of the Village shall receive one dollar (\$1.00) per hour added to their regular hourly base wage rate while performing work that requires the license and/or certification.

### **ARTICLE V SENIORITY**

#### **SECTION 5.1 SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular employment within the Public Works for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions.

#### **SECTION 5.2 BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) retirement, (d) failure to return from a leave of absence and (e) being absent for three (3) consecutive days without reporting off. However, except in case of (b), if an employee returns to work in any capacity for the Employer within twelve (12) months' of separation, the break in continuous service shall be removed from his/her record.

### **SECTION 5.3 SENIORITY LIST**

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

### **SECTION 5.4 PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve (12) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

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

### **SECTION 5.5 EXPOSURE TO DISEASES**

The Village agrees to provide for inoculation or immunization shots for employees or members of an employee's family when such becomes necessary as a result of said employee's exposure to a contagious disease (as defined by OSHA regulations), while in the line of duty.

## **ARTICLE VI LAYOFF AND RECALL**

### **SECTION 6.1 DEFINITION AND NOTICE**

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

### **SECTION 6.2 GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary,

probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the affected Departments shall be laid off or terminated, as the case may be.

### **SECTION 6.3 RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a layoff list. Employees shall be recalled in seniority order. The Village shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

### **SECTION 6.4 SEVERANCE DUE TO LAYOFF**

An allowance will be provided by the Village, to non-probationary employees terminated in good standing due to a reduction in force (layoff) at the following rate:

- (a) After six (6) months continuous service — one (1) week's pay
- (b) After one (1) year continuous service — two (2) week's pay
- (c) After five (5) years or more continuous service — three week's pay

Additionally, all pay, salary, and other compensation will be distributed in a lump sum.

## **ARTICLE VII DISCIPLINARY PROCEDURES**

### **SECTION 7.1 EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.

(C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

(D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

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

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Manager. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

Written reprimands and oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of three (3) years.

All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

## **SECTION 7.2 RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **SECTION 8.1 GRIEVANCE DEFINED**

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

### **SECTION 8.2 PROCESSING OF GRIEVANCE**

Except for Step One (1) and Two (2), grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

### **SECTION 8.3 GRIEVANCE STEPS**

#### **STEP ONE: DIRECTOR OF PUBLIC WORKS**

The Union or employee may submit a written grievance to the Director of Public Works within fourteen (14) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Director of Public Works or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled,

the Director of Public Works or designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village does not respond in a timely fashion, the grievance shall thereby be deemed as denied and Employer or Union may advance.

#### STEP TWO: VILLAGE MANAGER

If the grievance remains unsettled at Step One (1), the Union or employee may advance the written grievance to the Village Manager within fourteen (14) calendar days of the response in step one or when such response was due. The Village Manager or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Village Manager or designee shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Manager or designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

#### STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in Step Two (2), the Union may refer the grievance to arbitration within twenty one (21) calendar days of the Step Two (2) response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to

require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute.

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

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

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

Issue(s) presented to the Arbitrator shall be limited to those issue(s) presented at Step Two (2) unless otherwise agreed by the parties.

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

decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

#### **SECTION 8.4 GRIEVANCE FORMS**

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

#### **SECTION 8.5 SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

#### **SECTION 8.6 UNION STEWARDS**

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the alternate Stewards. The Union will provide written notice to the Director of Public Works to identify the Stewards.

### **ARTICLE IX LEAVES OF ABSENCE**

#### **SECTION 9.1 HOLIDAYS**

Holidays are:

New Year's Day  
Spring Holiday\*

Martin Luther King Day  
Memorial Day

Independence Day  
Thanksgiving Day  
Christmas Eve Day  
Person Day (See Section 9.2)

Labor Day  
Friday after Thanksgiving  
Christmas Day

\*Formerly known as "Good Friday" and observed on the Friday before the first Sunday following the full moon on or after the vernal equinox.

## **SECTION 9.2 PERSONAL DAY**

Each employee is entitled to one (1) personal day off with pay each calendar year. The employee shall advise the Department Head of his intent to use the personal day as soon as is reasonably possible. Unused personal days will be carried over to the following year.

## **SECTION 9.3 HOLIDAY PAY AND HOLIDAYS FALLING ON WEEKENDS**

Any employee absent without authorized leave (i.e. not including sick, vacation, compensatory, personal or any other approved leave)) on the day preceding and/or the day following a holiday, shall not receive regular compensation for the holiday, nor for the period of absence without authorized leave.

When a holiday falls on a Saturday the prior Friday will be observed as the holiday. When a holiday falls on a Sunday the following Monday will be observed as the holiday.

## **SECTION 9.4 VACATIONS**

(A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

(B) Employees may carry thirty-five (35) unused vacation days from year to year.

(C) New employees shall be eligible for vacation usage after successfully completing their probation period.

(D) Vacation may be used in increments of one (1) hour or more with supervisory approval.

(E) Employees shall provide reasonable notice to use vacation. Vacation requests shall not be unreasonably denied.

(F) The following vacation restrictions shall apply: three (3) employees in the maintenance division; one (1) mechanic; and one (1) water plant employee may be on vacation at the same time. Notwithstanding this restriction, the Employer may grant additional vacation requests for unusual situations.

(G) Employees shall receive two (2) weeks of vacation upon completion of probation. After six (6) months of employment an employee may take up to one (1) week vacation which will be charged against his first year of post-probation employment. Thereafter, employees will receive one additional vacation day for each year of service beyond five (5) years up to a maximum of five (5) weeks' vacation.

## **SECTION 9.5 SICK LEAVE**

### **(A) Sick Leave Accrual**

All employees shall earn sick leave with pay at a rate of eight (8) hours for each calendar month of service. Sick leave shall accrue from the date of employment, but shall not be taken until the successful completion of the first six (6) months of employment. Sick leave may never be taken in advance of earning the time. Sick leave may be accumulated without limit.

### **(B) Sick Leave Use**

Sick leave may be granted in minimum one (1) hour blocks for any of the reasons listed below:

- (a) Personal illness, injury or physical incapacity.
- (b) Quarantine of an employee as directed by a physician.
- (c) Maternity as directed by a physician.
- (d) An employee may request paid sick leave for extenuating circumstances.

(C) Normally, an employee, unable to report for work because of the above reasons, shall report not less than sixty (60) minutes before the time he is expected to report to work. Sick leave with pay shall not be allowed unless such report has been made.

(D) If requested by the Department Head, sick leave with pay in excess of three (3) consecutive working days shall be allowed after presenting a written statement by a physician certifying that the employee's condition prevented the employee from reporting to work and the employee's ability to return to work. A physician certification, or independent medical evaluation paid for by the Village, may be required, at the discretion of the Village Manager, where the employee has demonstrated a pattern of taking sick leave on the day(s) immediately preceding or following weekends, holidays and/or the employee's scheduled days off of work.

(E) An employee who is voluntarily leaving Village service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.

(F) Upon retirement, employees who are IMRF eligible will qualify for credit for unused sick days to the extent established by the Illinois Municipal Retirement Fund regulations. No other compensation for unused sick time shall be provided for employees covered under IMRF.

(G) An employee who does not use any sick days in a calendar year will earn one extra personal.

(H) The Village shall offer light duty assignments based upon a physician's approval to employees who are unable to perform full duty responsibilities because of an on-the-job (work-related) or off-the-job (non work-related) illness, injury or disability, provided such light duty work is available and the employee can be reasonably expected to perform the work.

(I) An employee who has exhausted sick leave or who has been disabled due to illness or physical disability for thirty (30) consecutive days may be eligible to apply for short-term disability leave through the Village or long-term disability from the IMRF. Return of the employee to work from disability leave shall be governed by the applicable law.

(J) If sick time is fully expended, earned time may be used in the event of illness.

(K) In the event earned time is fully expended, the employee may be granted leave without pay.

#### **SECTION 9.6 FAMILY AND MEDICAL LEAVE**

Employees will be entitled to all benefits under the Family and Medical Leave Act as set forth in Article VII, Section F of the Village's Personnel Manual in effect on the date of this Agreement, and as appended to this Agreement.

#### **SECTION 9.7 JURY DUTY LEAVE**

Employees shall be entitled to time off and reimbursement for expenses incurred in connection with jury duty in accordance with the terms of Article VII, Section H of the Village's Personnel Manual, and as appended to this Agreement.

#### **SECTION 9.8 MILITARY LEAVE**

Employees shall be eligible for military leave in accordance with applicable state and federal law. Nothing herein is intended to diminish any rights provided by any local state or federal law.

#### **SECTION 9.9 FUNERAL LEAVE**

Upon approval of a department head a full-time employee may be granted up to three (3) consecutive days of bereavement leave with pay in the event of the death of an immediate family member. The employee's immediate family is defined as spouse, parents, children (including half

or step), brother or sister (including in-law, half or step), father, mother, daughter, or son (including in-laws,) grandparents, grandchildren and spouse's grandparents.

#### **SECTION 9.10 TUITION REIMBURSEMENT**

Employees shall be entitled to tuition reimbursement in accordance with Chapter VI Section F of the Village's Personnel Policy appended to this Agreement.

### **ARTICLE X LABOR MANAGEMENT CONFERENCES**

#### **SECTION 10.1 LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

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

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

#### **SECTION 10.2 PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

#### **SECTION 10.3 COMPLIANCE WITH LAWS**

The parties recognize the importance of on the job safety. The Employer shall continue in its efforts to comply with all applicable laws relating to occupational conditions and employee

safety. The Union may file a grievance addressing issues relating to compliance with this Section. However, such grievance may not be advanced to arbitration. Nothing herein shall be viewed as a waiver of the employee's rights under applicable law.

#### **SECTION 10.4 UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

### **ARTICLE XI SUBCONTRACTING**

The Village shall have the right to subcontract out any work it deems necessary, so long as no bargaining unit members are on layoff and such subcontracting will not displace bargaining unit employees.

Prior to the implementation of any such subcontracting program, the Village will give at least fourteen (14) days prior notice to the Union. Upon request of the Union, the Village will meet and confer with the Union and its representatives in order to discuss the program and to consider alternatives to subcontracting.

### **ARTICLE XII INSURANCE**

#### **SECTION 12.1 HOSPITALIZATION AND MEDICAL INSURANCE**

(a) The Village agrees that it shall provide employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other employees of the Village. The Village retains the

right to change insurance carrier or to self-insure provided employees retain the option to obtain coverage through an HMO or PPO system. Such option shall be subject to the Village's right to eliminate the PPO system for all other Village employees. In such event, the Village shall provide the Union with advance written notice at the earliest opportunity and upon request of the Union, meet to negotiate as to the proposed change. Prior to instituting any change in the existing coverage and benefits, the Village shall notify the Union no later than ninety (90) days prior to the effective date of the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(b) Employee Contributions. In consideration for the Village's agreement to provide the coverages and benefits presently in effect, the Union agrees that employees shall contribute the following amounts:

- (i) Upon Execution of Agreement — December 31, 2013: an amount equal to 12% of the premium cost for the plan in which they have enrolled as such premium costs may change from time to time.
- (ii) January 1, 2014 —December 31, 2016: an amount equal to 15% of the premium cost for the plan in which they have enrolled as such premium costs may change from time to time.

(c) Section 125 Tax Sheltering Plan. The Village shall maintain in effect a Section 125 Flexible Spending Account plan for the purposes of allowing employees to make contributions for unreimbursed medical and dental dependent care expenses to the full extent authorized under Section 125 of the Internal Revenue Code so long as such plan continues to be authorized by the IRS.

(d) Continuance of Insurance Coverage. Employees' right to continue their coverage upon retirement or termination shall be provided under the Insurance Code, 215 ILCS 5/367(j) or Federal law (COBRA), as applicable.

## **SECTION 12.2 LIFE INSURANCE; SURVIVORS' HEALTH INSURANCE**

The Village shall pay or insure a death benefit of \$10,000 to the employee's designated beneficiary in the event of the employee's death provided that if any higher amount is provided to other bargaining units, such amount shall also be provided to employees in this unit. In the event an employee is killed in the line of duty, the Village will pay the surviving spouse's premium cost to continue on the Village's health insurance plan during the eighteen (18) month COBRA continuation period. In the event an employee dies during the course of his employment with the Village, the Village shall pay medical insurance premiums for the deceased employee's spouse for up to six (6) months after the employee's death. After said time, the spouse may continue to participate in the Village group insurance plan as provided by law. The Village shall also pay to the employee's survivor a death penalty equal to the deceased employee's salary for one (1) month as well as compensation for the deceased employee's unused vacation days, accrued overtime, and the cash value of any accrued compensatory time

## **SECTION 12.3 RETIREE HEALTH INSURANCE**

(A) All employees who are members of the bargaining unit as of the date of this Agreement shall be entitled to all retiree health insurance benefits as set forth in Chapter VIII B of the Village Personnel Policy as appended hereto.

(B) Employees hired after the date of this Agreement will be subject to any restrictions or modifications to, or elimination of Chapter VIII B as applied to other employees bound by the

Personnel Policy. For reference purposes, a copy of Chapter VIII B of the Personnel Policy is appended to this agreement. .

## **ARTICLE XIII UNIFORMS AND EQUIPMENT**

### **SECTION 13.1 UNIFORMS/BOOTS**

The Employer shall provide \$750.00 for work related clothing and boots for all bargaining unit employees, to be used at each employee's discretion. The employee may use the allowance to pay for obtaining his/her CDL license.

All work related clothing and boots must meet applicable safety standards, including but not limited to Occupational Safety and Health Administration and customary industry standards, and all other requirements necessary for the performance of the employee's job duties. All clothing and boots must present the employee in a professional image appropriate for his/her job duties, and conform with any applicable dress code or standards adopted by the Village for its employees.

Employees may utilize the clothing allowance to purchase prescription safety glasses.

### **SECTION 13.2 PROTECTIVE CLOTHING**

The Employer shall provide all necessary items of protective clothing and safety gear, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses.

## **ARTICLE XIV MISCELLANEOUS PROVISIONS**

### **SECTION 14.1 GENDER**

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

## **SECTION 14.2 RESIDENCY**

Within six (6) months after completion of the probationary period, employee shall establish residency within the following residency zone:

To the north: Roosevelt Road.

To the east: the Illinois/Indiana border.

To the south: the most northerly of Will County Route 25 (Wilmington-Peotone Road) or Will County Route 24 (Peotone-Beecher Road).

To the west: the most-easterly of Illinois Route 53 or U.S. Route 52.

Employees who fail to abide by the residency provisions are subject to disciplinary action up to and including discharge.

However, if the police department or fire department obtain residency requirements that are broader than that stated above, it shall also apply to bargaining unit members covered by this Agreement.

## **ARTICLE XV PERSONNEL RECORDS**

### **SECTION 15.1 PERSONNEL RECORDS**

Employees are entitled to inspect their personnel records in accordance with the "Personnel Record Review Act," 820 ILCS 40/0/01 et seq. Personnel records are available during regular business hours for an employee and/or his/her designee to review.

### **SECTION 15.2 RIGHT OF INSPECTION AND COPIES**

Any employee wishing to inspect his/her records shall submit a request in writing to the Village Manager or Department Head who shall respond within seven (7) working days thereafter (or fourteen (14) working days thereafter if the Village Manager or Department Head cannot

reasonably meet the seven (7) day deadline) in accordance with the Personnel Record review Act. Copies shall be provided, at no charge to the employee, within a reasonable time.

## **ARTICLE XVI**

### **SECTION 16.1 PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, mental and/or physical disability (unrelated to the ability to perform job duties), national origin, ancestry, citizenship, status, military status, genetic makeup, political affiliation and/or beliefs, and/or other classes protected by state and/or federal law. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

### **SECTION 16.2 UNION ACTIVITY**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

## **ARTICLE XVII**

### **SECTION 17.1 NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

### **SECTION 17.2 NO LOCKOUT**

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

## **ARTICLE XVIII SAVINGS CLAUSE**

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

## **ARTICLE XIX EXISTING BENEFITS/MISCELLANEOUS**

All direct and substantial benefits which affect employees in the bargaining unit and which are neither set forth in this Agreement nor are covered by a subject matter included in this Agreement, and are currently in effect, shall not be diminished or reduced.

## **ARTICLE XX TERMINATION**

This Agreement shall be effective as of the first day of May, 2016 and shall remain in full force and effect until the 30th day of April, 2019. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to

the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19<sup>th</sup> day of October, 2016 in the Village of HAZEL CREST, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

  
James M. Sweeney  
President/Business Manager

Deanna M. Distasio  
Deanna M. Distasio  
I.U.O.E. Local 150 Attorney

VILLAGE OF HAZEL CREST

  
Mayor

  
Village Manager

## **APPENDIX 1. WAGES**

- (1) Wages and longevity are set forth below.
- (2) Wages and longevity are retroactive to 5-1-2016.
- (3) Initial Salary Placement
  - (a) Newly hired building maintenance custodian and maintenance workers shall be placed at Step 1.
  - (b) Newly hired meter technicians shall be placed at Step 2.
  - (c) Newly hired water operators shall be placed at Step 3.
  - (d) Newly hired mechanics shall be placed at Step 4.
  - (e) The Employer may start a newly hired employee up to 7 steps higher through the initial placement step based on labor market conditions. This advanced placement is for salary purposes only, and shall not affect seniority.
- (4) All employees shall receive annual evaluations within thirty (30) calendar days of their anniversary. Employees will move 2 steps on their anniversary date unless their overall evaluation is "Weak" based on the Village's current evaluation instrument, in which case there will be no step movement. A decision to withhold step advancement is subject to the grievance/arbitration procedure.
- (5) After an employee completes 5 years of service, annual evaluation shall not affect salary movement, but may be used as evidence in connection with a termination decision, but may not be used as the basis for the termination decision.
- (6) The top step for maintenance workers and building maintenance custodian is 17; 18 for meter technicians; 19 for water plant operators; 19 for mechanics. The Maintenance Worker 2 shall be paid four dollars (\$4.00) per hour more than his current pay.

	2016-2017	2017-2018	2018-2019
Step 1	\$47,298.71	\$48,481.17	\$ 49,693.20
Step 2	\$48,481.16	\$49,693.19	\$50,935.52
Step 3	\$49,693.19	\$50,935.52	\$52,208.91
Step 4	\$50,935.53	\$52,208.92	\$53,514.14
Step 5	\$52,208.90	\$53,514.12	\$54,851.97
Step 6	\$53,514.14	\$54,852.00	\$56,223.30
Step 7	\$54,851.98	\$56,223.28	\$57,628.86
Step 8	\$56,223.30	\$57,628.88	\$59,069.60
Step 9	\$57,629.12	\$59,069.85	\$60,546.59
Step 10	\$59,069.59	\$60,546.33	\$62,059.99
Step 11	\$60,546.34	\$62,060.00	\$63,611.50
Step 12	\$62,059.99	\$63,611.49	\$65,201.78
Step 13	\$63,602.88	\$65,192.95	\$66,822.78
Step 14	\$65,201.78	\$66,831.82	\$68,502.62
Step 15	\$66,831.82	\$68,502.62	\$70,215.19
Step 16	\$68,502.63	\$70,215.19	\$71,970.57
Step 17	\$70,215.20	\$71,970.58	\$73,769.84
Step 18	\$71,970.57	\$73,769.83	\$75,614.08
Step 19	\$73,769.83	\$75,614.08	\$77,504.43

#### Longevity

After 5 Years	\$500.00
After 10 Years	\$1,000.00
After 15 Years	\$1,500.00
After 20 Years	\$2,000.00
After 25 Years	\$2,500.00
After 30 Years	\$3,000.00

## **APPENDIX 2**

### **APPLICABLE PROVISIONS OF THE VILLAGE PERSONNEL POLICY REFERRED TO IN THIS AGREEMENT**

Family and Medical Leave Act

Jury Leave

Tuition Reimbursement Retirement