

**VILLAGE OF ITASCA**

**RESOLUTION NO. 561-11**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #150**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 et seq., the Village of Itasca is authorized to enter into collective bargaining agreements;

**WHEREAS**, the Board of Trustees deems it to be in the best interests of the Village to enter into a collective bargaining agreement with International Union of Operating Engineers, Local #150.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Village of Itasca as follows:

**Section One:** The President and the Village Clerk of the Village of Itasca are hereby authorized to execute a Agreement substantially in the form of the Agreement attached hereto as Exhibit A and made a part hereof.

**Section Two:** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**Section Three:** This Resolution supersedes any resolutions or motions, or parts of resolutions or motions, in conflict with any part herein, and any such resolutions or motions, or parts thereof, are hereby repealed to the extent of any conflict.

**Section Four:** If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

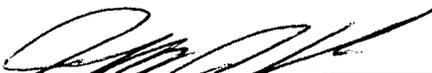
ADOPTED this 21st day of June, 2011, by the following roll call vote:

AYES: Trustee Hower, Trustee Leahy, Trustee Madaras, Trustee Latoria  
and Trustee Santorsola

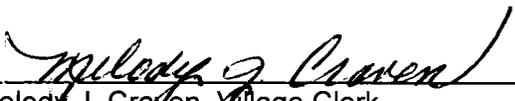
NAYS: None

ABSENT: Trustee Aiani

APPROVED and ADOPTED this 21st day of June, 2011.

  
\_\_\_\_\_  
Jeffery J. Pruyn, Village President

ATTEST:

  
\_\_\_\_\_  
Melody J. Craven, Village Clerk

**COPY**  
ORIG SIGNATURES  
W/HR & HERVAS

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF ITASCA  
PUBLIC WORKS DIVISION**

**May 1, 2011 through April 30, 2015**

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## PREAMBLE

This Agreement is entered into by the Village of Itasca, Illinois (hereinafter referred to as the "Village" or the "Employer") and the International Union of Operating Engineers, Local 150, AFL-CIO, (hereinafter referred to as the "Union"). This Agreement shall have the basic purpose of the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work, and all conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## ARTICLE I

### RECOGNITION

**Section 1.1 - Recognition.** Pursuant to the certification of the Illinois Labor Relations Board in Case No. S-AC-06-009, the Village recognizes the Union as the sole and exclusive collective bargaining representative for all regular full and part-time employees of the Village in the categories of listed in Section 18.1, but excluding the Public Works Director, Superintendent of General Services, Superintendent of Utilities, Superintendent of Water/Wastewater and all confidential, supervisory and managerial employees as defined by the IPLRA and all other employees of the Village.

**Section 1.2 - Probationary Period.** The probationary period for the above mentioned employees, after their initial hiring, shall be three hundred sixty five (365) days. All probationary employees shall accrue all regular benefits, including sick time, vacation time and other benefits during their probationary period and such benefits, for the purpose of accrual calculation, shall be from the employee's first date of hire. Health, dental, etc., will begin after

thirty (30) days. The Village may, during the employee's probationary period, suspend or discharge an employee and such action shall not be subject to the grievance procedure and a discharged probationary employee shall receive no compensation for benefits accrued during the probationary period. Probationary employees shall not use any accrued benefits during the probationary period.

**Section 1.3 - Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees to fully represent all employees in the bargaining unit, whether or not they are members of the Union.

**Section 1.4 - Union Stewards.** Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards for the Public Works Department. The Union will provide written notice to the Director of Public Works to identify the Stewards.

**Section 1.5 - Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

## ARTICLE II

### NON-DISCRIMINATION

The Village and the Union agree not to discriminate against any employee on the basis of race, color, creed, sex, age, national origin or Union membership or Union activity within the requirement and limitations of federal and state statutes.

In recognition of the multiple forums which exist for redress of allegations of discriminatory employment practices, the parties agree that alleged violations of this Article may be processed pursuant to the grievance procedure of this Agreement, but shall not be subject to the arbitration provisions of this Agreement.

## ARTICLE III

### UNION SECURITY & RIGHTS

**Section 3.1 - Dues Checkoff.** During the term of this Agreement, the Village will deduct from each employee's paycheck the uniform, regular monthly Union dues, initiation fees, and assessments for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the Village. Such written authorizations shall remain in effect for the term of this Agreement except that a written authorization may be revoked during the period between ninety (90) days and sixty (60) days prior to the expiration date of this Agreement.

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

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

**Section 3.2 –Voluntary Deductions.** If on file in the Village's Business Office, at least 15 days prior to a payroll cut-off date, the Village agrees to honor contribution deduction authorizations from bargaining unit members for the Union's PAC.

The authorization shall continue until revoked in writing, or upon termination of employment. The authorization shall be made on a voluntary basis and the signing of the authorization card and the making of any voluntary contributions are not a condition of membership in the Union or employment by the employer. An employee may revoke this authorization at any time by submitting a written revocation to the Village's Business Office at least 15 days prior to a payroll cutoff date.

**Section 3.3 – Fair Share.** Pursuant to Section 3 (G) of 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 Public 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 3.4 – Fair Share Objection Procedure.** The Union agrees to assume complete responsibility for ensuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of Fair Share fee payors and to the requirements of the various federal court, state court, and administrative decisions relating to Fair Share fees. Accordingly, the Union agrees to do the following:

1. Give timely notice to Fair Share payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise Fair Share fee payors of an expeditious and impartial decision-making process whereby Fair Share fee objectors may have their fair share objections resolved . The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objection raised by Fair Share fee payors to the amount of the Fair Share fee.

It is specifically agreed that any dispute concerning the amount of the Fair Share fee and/pr the responsibilities of the Union with respect to Fair Share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this Fair Share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union.

If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3.5 – Union Indemnifications.** The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Employee any such amount.

**Section 3.6 - Union Bulletin Boards.** The Village will make available space on a bulletin board, at each bargaining unit job location, for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board and shall provide a copy of all posted notices to all Supervisors.

**Section 3.7 - Union Visitation.** The Village agrees to allow duly authorized union representatives, access to the Employer's premises; for the purposes of administration of this Agreement; for the investigation of grievances, and any other urgent matters dealing with

representation. Such access must be approved in advance by the appropriate supervisor and shall be limited to such topics, and time spent shall be pre-approved by the Village, as not to disrupt the normal daily operations of the Village. Union meetings will be allowed to be held, during non-working hours, on the Village premises where designated by the Village.

#### **ARTICLE IV**

##### **LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party, and such request shall be in writing and given to the other party at least seven (7) days in advance of the proposed meeting. The specific agenda of such meeting shall be limited to: discussion of the implementation and general administering of the Agreement; a sharing of general information of interest to the parties, and notifying the Union of changes in conditions of employment contemplated by the Employer which may affect the employees. The content of such meetings shall be exclusive of the grievance procedure, and neither specific grievances nor negotiation of this Agreement shall be topics of a labor-management meeting. Meetings held during the Employee's regular work shift shall be counted as time worked. If meetings exceed such shift, no premium pay shall be paid. Attendance on non-shift hours is voluntary.

#### **ARTICLE V**

##### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to

plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working force; to determine which Village work will be performed by employees covered by this Agreement; 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 the methods, means, organization and number of personnel; to monitor employee fitness to perform assigned duties; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the Village provided; however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

**Section 6.1 - Definition.** A "grievance" is defined as an alleged violation by an employee or the Union of an express provision of this Agreement.

**Section 6.2 - Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or within seven (7) calendar days of the date the employee, through the exercise of reasonable diligence, should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

**Step 1: Verbal to Immediate Supervisor.** By discussion between the employee, accompanied by a Union representative, if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

**Step 2: Appeal to Department Head.** If the grievance is not settled in Step 1, the Union may, within seven (7) calendar days following receipt of the immediate supervisor's answer file a written grievance with the Department Head signed by the employee and one Union representative on a form provided by the Union setting forth the nature of the grievance and the contract provision(s) involved. The grievant, the Union representatives, not to exceed three (3), and the Department Head will discuss the grievance at a mutually agreeable time. The Department Head may have present other persons whom the Department Head determines appropriate. If no agreement is reached in such discussion, the Department Head will give his answer in writing within seven (7) calendar days of the discussion.

**Step 3: Appeal to Village Administrator.** If the answer of the Department is not acceptable, the Union may, within ten (10) calendar days of receipt of the Department's response, appeal in writing the grievance to the Village Administrator along with a statement of its position. The Administrator will submit a written answer within ten (10) calendar days of his/her receipt of the appeal, or of a meeting held with the grievant and up to two Union representatives if the Administrator elects to hold such a meeting.

**Step 4: Appeal to Village Board.** If the grievance is not settled at Step 3, the Union may, within ten (10) calendar days of receipt of the Administrator's response, appeal in writing the grievance to the Village Board. The Village Board will consider the grievance within thirty (30) days of receipt and shall provide the Union its response within fourteen (14) days of the Board's meeting at which the grievance is considered. If the Village Board so elects, it may meet with the grievant, Union representative or both prior to submitting its decision.

**Section 6.3 - Arbitration.** If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Board's written answer, or if the Board or its designee elects not to answer,

within thirty (30) days after the fourteen (14) day period for the Board to provide its response, by submitting a request for arbitration in writing to the Mayor.

A. The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party then strikes two names. The person remaining shall be the arbitrator.

B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

C. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel or a court reporter, at the party's own expense.

D. Neither party shall be permitted to assert grounds not previously submitted before the Department Head.

E. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

F. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

G. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 6.4 - Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be without power to make any decisions or award which is contrary to, or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, the Union and the Employees covered by this Agreement.

**Section 6.5 – Employee Discipline.** The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority, however, nothing shall prevent the Employer from imposing any level of discipline up to termination of employment, for an employee's misconduct where the Employer finds cause for the disciplinary action:

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

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

**Section 6.6 – Personnel Files.** Upon written request, an employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. In accordance with the Personnel Records Review Act 820 ILCS 40/1 et seq., employees will arrange a time that is convenient for the employee and the Village for the records review within seven (7) days of the Village's receipt of the written request. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at the Village's standard per copy charge to the employee, within five (5) business days.

## ARTICLE VII

### SUB-CONTRACTING

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 in the exercise of its best judgment, provided such subcontracting will not cause the layoff of any bargaining unit employee.

If subcontracting out any work is deemed necessary by the Village, at least fifteen (15) calendar days notification will be provided to the Union, except in an emergency. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose

alternatives to the subcontracting, though such consultation shall not be used to delay the subcontracting.

## ARTICLE VIII

### NO STRIKE/NO LOCKOUT

**Section 8.1 - No Strike.** Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, or interruption of work. Any and all employees who violate any provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

**Section 8.2 - 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 8.3 - Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

**Section 8.4 - Judicial Restraint.** Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 8.5 - Election of Remedy.** Should a bargaining unit member of the Union commence an action against the Village and/or any of its employees or agents individually or collectively, before any State or Federal Administrative Agency, Court or Tribunal, alleging a violation of any of the rights granted or enumerated in this Agreement, or charging the Village or any of its employees or agents with any actions or conduct which could constitute a violation of any of the

rights granted or enumerated in this Agreement, said proceeding shall act as a bar to the commencement of further proceeding of any grievance filed which alleges as its subject matter a violation of this Agreement which is based on such actions or conduct.

## ARTICLE IX

### HOURS OF WORK AND OVERTIME

**Section 9.1 - Normal Workweek and Workday.** The normal workweek for all bargaining unit employees shall consist of five (5) consecutive days, Monday through Friday, of eight and one half (8-1/2) hours per day, (currently 7:00 a.m. to 3:30 p.m.), including a half (1/2) hour unpaid lunch period and two (2) fifteen (15) minute breaks to be taken at the work site, and shall consist of a forty (40) hour workweek. Work schedules shall be as current but may be subject to change with advance notice.

**Section 9.2 - Overtime Pay.** Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) in any workweek. Time paid for but not worked shall be counted as hours worked for purposes of computing overtime compensation.

**Section 9.3 - Call Back.** Any employee who is called back to work after having left work that day shall receive one and one-half (1-1/2) times their regular hours rate of pay with a minimum of two (2) hours pay at time and a half.

**Section 9.4 - Overtime Assignment.** The Department Head or his or her designee shall have the right to require overtime work, and employees may not refuse overtime assignments without the approval of the Department Head. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue.

**Section 9.5 - Departmental Meeting.** An employee who is required to attend mandated departmental meetings, which are outside of the employee's normal work day, shall be paid the applicable overtime rate for all hours that they are required to be in attendance at such meetings.

Section 9.6 – Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement, however it is expressly agreed by the parties that compensation paid for callbacks or guaranteed minimums shall in no way be considered pyramiding by the Employer.

## ARTICLE X

### HOLIDAYS AND HOLIDAY PAY

**Section 10.1 - Holidays.** The following holidays are observed under this Agreement:

New Year's Day  
President's Day  
Pulaski Day (or floating holiday)  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Thanksgiving Day  
Friday Following Thanksgiving Day  
Christmas Day

**Section 10.2 - Worked Holiday.** If any employee works on an observed holiday, the employee shall receive time and one-half pay for all hours worked, with a minimum of three (3) hours pay for the first call out and two (2) hours minimum pay for each subsequent call out on that observed holiday, plus eight (8) hours holiday compensation.

**Section 10.3 - Holiday Pay, Unworked Holiday.** Employees who have completed ninety (90) days of probationary service shall receive eight (8) hours straight time pay for each unworked, observed holiday. In order to qualify for holiday pay, unworked holiday, the employee must

have worked a full day on both the day preceding and the day following the holiday, unless such day off was a paid/approved absence.

## ARTICLE XI

### VACATIONS

**Section 11.1 - Paid Vacation.** Employees who, as of their anniversary date each year, attain the years of continuous service with the Village as indicated in the following table shall receive vacation with pay as follows:

<b>Continuous Service</b>	<b>Vacation</b>
1 year	1 week
2 years	2 weeks
5 years	3 weeks
12 years	4 weeks
17 years	5 weeks

Such pay will be accrued monthly using the appropriate formula to achieve total on the employee's anniversary date (i.e., three (3) weeks or 120 hours divided by twelve (12) months equals 10 hours per month).

**Section 11.2 - Vacation Pay.** Vacation pay shall be calculated on the employee's regular straight time rate at the time the vacation is taken.

**Section 11.3 - Vacation Scheduling.** Vacations shall be scheduled on a year round basis. Unused vacation time in any one calendar year will be forwarded to the next year, but will be forfeited if not taken within a calendar year of the end of the calendar year in which the vacation time was earned. Vacation will be scheduled within departments and by mutual agreement between the employee and the Department Head who will not unreasonably withhold approval, taking into account the needs of the Village, employee advance requests and employee seniority. In the Sewer and Water Department, generally, only one employee will be allowed to take a vacation at any one time. In instances where the employee's vacation request is not granted, the

Department Head will tell the employee the reason for the denial. Up to five days of vacation may be taken in increments of not less than four hours with the supervisor's advance approval.

All other vacation time must be taken in increments of not less than one day.

## ARTICLE XII

### SICK LEAVE

**Section 12.1 - Purpose.** Sick leave with pay is an accumulated benefit for full-time employees.

Sick leave time may be used for:

1. Absence due to illness, injury, pregnancy and confinement of the employee.
2. Appointments for the employee or family member with doctors, dentists or other professional practitioners which cannot be scheduled outside of working hours.
3. Serious illness in the immediate family defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians of the employee.

**Section 12.2 - Days Earned.** After completion of ninety (90) days service, an employee shall accrue sick leave pay at the rate of one (1) day per month, not to exceed twelve (12) days accrued in a calendar year.

**Section 12.3 - Accrued Sick Leave.** An employee will receive one (1) day's pay for each day of accrued sick leave which is used according to Section 12.1. Sick leave must be used in one (1) day increments, except that if an employee reports for work, becomes ill and leaves work as a result of that illness, he shall be paid for the hours he has worked and shall be charged only for the actual amount of sick time actually used. However, to be eligible for this benefit, the employee must have supervisory approval. Up to sixty (60) days of accumulated sick leave may be used in any one year on approval of the Department Head. In order to be eligible for three (3)

or more consecutive days of sick leave for personal illness, the employee may be asked to supply a doctor's certificate which the Department determines is satisfactory medical justification.

**Section 12.4 - Sick Leave Buyback at Termination of Service.** As set forth below, employees are entitled to payment of accrued sick leave when they separate from the Village for retirement, or upon resignation when at least two weeks proper notice has been given. Employees discharged for just cause or who resign while charges are being investigated or pending are not eligible to receive compensation for any accrued sick leave. The maximum sick leave accrual is 72 days. Compensation for accrued sick leave shall be paid in a single payment within thirty (30) days following termination of service.

Sick leave buyback at termination for employees hired before May 1, 2005, will be one hundred percent (100%) pay for accrued sick leave up to a maximum of sixty (60) days and fifty percent (50%) for accrued sick leave in excess of sixty (60) days with the combined total not to exceed 72 days (60 days at 100% and 12 days at 50%).

An employee hired after May 1, 2005 can accumulate up to 60 sick days, but is not eligible for compensation for accumulated sick days at termination. An employee hired after May 1, 2005 will be eligible for the annual sick leave buy back.

Any employee with an individual sick leave cap in excess of 60 days will be compensated at 100% for days up to their individual cap, and 50% for time in excess of their individual cap, to reduce the total sick leave accumulation to 60 days.

All sick buy back will be paid at the April 30, 2005 rates within 30 days of ratification of this Agreement, unless the employee requests in writing that their payout be made during the month of December, 2005. Any request for December payment must be submitted to the Department Head within 15 days of ratification of the Agreement.

The maximum accumulation of unused sick leave, regardless of the date of hire, is 72 days. Each December 1, any employee with more than 60 days unused sick leave will be compensated during the month of December for sick leave in excess of 60 days at the rate of fifty percent (50%). Compensation will be provided at an employee's hourly rate of pay in effect at the time of buyback.

**Section 12.5 - Annual Sick Leave Buyback.** The Village agrees to buy back sick leave on an annual basis, at the employee's option, at the following rate:

<u>Annual Sick Leave Used</u> <u>December 1 to November 30</u>	<u>Straight Time Buyback</u>
0 - 24 hours	16 hours
over 24-48 hours	8 hours
over 48 hours	0 hours

Sick leave buyback will occur on the first full pay period in December. Employees who wish to take part in the buyback must notify the Village no later than November 15th of the current calendar year. This annual leave will occur prior to the annual buyback of sick leave for those employees who have accrued in excess of one hundred twenty (120) sick leave days.

### ARTICLE XIII

#### LAYOFF AND RECALL

**Section 13.1 - Layoff.** The Village, at its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse order of seniority within the affected employee classifications. For the purposes of this provision, employee classifications are Categories I, II, III and IV. Seniority is defined as the amount of time employed within the specific employee classification.. However, any employee who would otherwise be laid off, but has seniority in an equal or lower classification and is

currently fully qualified to perform the duties of the other position, may exercise bumping rights by displacing the least senior employee occupying the equal or lower classification. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Union. The Village agrees to consult 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 13.2 - Recall.** Employees who are laid off shall be placed on a recall list for a period of one (1) calendar year, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are being recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days notice of recall, by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Department Head or his designee in writing of his 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 notice of recall by certified mail, return receipt requested, to the mailing address last provided by the employee to the Department Head or his designee. If an employee fails to respond in writing within three (3) days of receipt of the notice of recall, his name shall be removed from the recall list.

## ARTICLE XIV

### PERSONAL LEAVE

After completion of ninety (90) days of employment, employees who began employment between January 1 and June 30 shall be eligible for two (2) days for the current calendar year and one (1) day if they began employment between July 1 and December 31. Thereafter, on January 1 of each year, employees shall be eligible for two (2) personal leave days during the ensuing calendar year. Personal leave days must be scheduled in writing forty-eight (48) hours in advance, when possible, and are subject to the Department Head's approval. The Department Head's decision shall be final. Personal leave days shall only be taken in no less than one-half (1/2) day increments and the employee shall receive straight time rate of pay for each personal leave day. Personal leave days cannot be accumulated from year to year and, if a personal leave day is requested and granted on a recognized holiday, the paid holiday is forfeited.

## ARTICLE XV

### UNIFORMS, DRESS & GROOMING

**Section 15.1 - Uniforms.** Newly hired employees shall be supplied uniforms and equipment which the department determines appropriate. After the initial uniform issue, the Village shall continue to supply uniforms to all employees; both summer and winter wear. Employees shall be required to maintain their uniforms in a professional fashion at all times, or be subject to discipline. Employees are required to turn in damaged uniforms in exchange for replacement uniforms. Employees are prohibited from wearing uniforms provided by the Village when performing work outside the bargaining unit. Upon separation, all uniforms and/or equipment must be returned. The Employer shall pay up to \$175.00 per year for the cost of approved work boots, as authorized by the Director or his designee, which are purchased at authorized suppliers.

The Village may increase the maximum cost to be paid at its discretion, but will not decrease the amount during the term of this Agreement.

**Section 15.2 - Dress & Grooming.** The parties recognize the need for employees to present a professional appearance and, therefore, agree that the Village possesses the right to establish reasonable rules and regulations concerning dress and grooming.

## ARTICLE XVI

### EMPLOYMENT PRACTICES

**Section 16.1- New Hires.** New employees will be placed on the wage scale by the Village after considering their qualifications and prior experience, if any.

The salary of new hires will be equal to sixty-five percent (65%) of the highest salary of the category into which they are hired.

Compensation of employees retained beyond the ninety (90) day probationary period (See Article 1, Section 1.2) will be adjusted based on their employment anniversary date, and satisfactory or better review of their job performance, to reflect the following:

70% of base after 6 months

75% of base after 12 months

80% of base after 24 months

85% of base after 36 months

90% of base after 48 months

95% of base after 60 months

100% of base after 72 months

unless otherwise determined by management.

**Section 16.2 - On-Call Assignments.** On-call assignments will be rotated on a weekly basis among all qualified employees. In emergencies, however, the supervisor may call any employee

who is available. In such emergency cases, when the designated on-call employee is not called, the nature of the emergency will be explained to the person not called.

Effective upon ratification and execution of this Agreement, the on call/pager pay for Treatment Plant employees shall be \$160.00 per week. If an assigned on call employee is called in to work, normal overtime rates apply. An on call employee shall make an initial response to a call either by phone, computer or in person within forty-five (45) minutes of the call. For all other divisions, initial calls will be given to non-unit supervisors who may call in any one person or resolve the issues themselves. If more than one unit employee is required to resolve the issue, then the overtime rotation list will be used. However, nothing in this Section shall preclude the adoption of a voluntary on-call list from which employees will be assigned the on-call status in the Divisions other than Water/Wastewater and if implemented the on-call person shall receive the on-call pay of \$160.00 per week.

**Section 16.3 - Vacancies.** The Village agrees to post a notice of all bargaining unit job vacancies on employee bulletin boards for a period of seven (7) business days . The job posting should contain at a minimum a general description of the duties of the position. In the event vacancies occur within the bargaining unit in an equal or higher category, present employees may apply and their application shall receive consideration.

**Section 16.4 Safety Equipment.** The Village and the employees share the responsibility to provide a safe work environment and protect the health and safety of all employees and the public. The Village shall train Supervisors and employees in the proper use of all tools, equipment and machinery used in the performance of their job. The Village will issue the appropriate safety equipment for each job and instruct employees on the proper use of all safety equipment where such equipment is required. Employees shall become familiar with and follow all safety warnings and directions and shall use tools, equipment and machinery in accordance

with all manufacturer's and Village guidelines. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

## **ARTICLE XVII**

### **INSURANCE**

The Village shall continue to make available to employees covered by this Agreement and their dependents substantially similar group hospital and medical insurance, dental insurance, disability insurance and life insurance (\$30,000 group term life policy for full time employees) as existed on May 1, 2007. The Village will pay 87.5% of the cost of the employee's coverage with the employees paying 12.5% of the premium until May 1, 2014. On May 1, 2014, the Village will pay 85% of the cost of the employee's coverage with the employees paying 15% of the premium. The Village will continue to pay 77.5% of the cost for dependent coverage selected by the employee with the employees paying 22.5% of the dependent's coverage premium until May 1, 2014. On May 1, 2014, the Village will pay 75% of the cost for dependent coverage selected by the employee with the employees paying 25% of the dependents premium coverage.

The bargaining unit agrees that at each annual review of the insurance package that they will participate, individually or with representatives, in a joint open meeting with all other employees of the Village to hear new bids from the current carrier and other interested companies. Following this meeting, all employees will be allowed to vote and a majority will determine the approved coverage, with the provision that any increase in costs will be borne by the employees.

It is agreed in this case by the bargaining unit that this contract will not be opened for renegotiation for wages or benefits as a result of any changes in the benefit package agreed to in the above mentioned procedure. Provided, however, it is further agreed that should the Village's insurance plan change to an HSA plan, the parties will meet to negotiate the impact of that change including the employees' contribution requirements toward premium costs and deductibles.

## ARTICLE XVIII

### COMPENSATION

**Section 18.1 - Employment Categories.** For purposes of placement on the wage scale, employees will be placed in one of the following categories:

#### CATEGORY I

Maintenance Operators-  
not required to hold CDL

#### CATEGORY II

Maintenance Operators-  
required to hold CDL  
Treatment Plant Operators

#### CATEGORY III

Leadmen  
Mechanics

#### CATEGORY IV

Technical Specialists  
Fleet Coordinator

**Section 18.2 - Wage Scales.** Employees shall be paid according to the wage scales in Appendix "A" during the life of this Agreement.

**Section 18.3 CDL License Fee Reimbursement.** The Village will pay, on a reimbursement basis, an employee's CDL license renewal fee paid to the Illinois Secretary of State's Office, upon submission of proof of payment and proof of successfully obtaining the renewal license.

**Section 18.4 Seasonal Lead Man.** The Village, at its discretion, may implement a seasonal lead man during the summer time when additional seasonal help is employed. A seasonal lead man position may be implemented from approximately May 1 to September 1 of any year that

the Village deems it necessary to have an additional full time employee designated as a lead man. Any individual so assigned will be compensated at the lead man rate for the period so assigned. Due to weather and start and stop dates of the summer help, the actual dates may vary from the May 1 and September 1 anticipated start and stop times.

## ARTICLE XIX

### LEAVE OF ABSENCE

**Section 19.1 - Military Leave.** The Village shall comply with all federal and state laws regarding military leave.

**Section 19.2 - Funeral Leave.** In the event of bereavement due to a death in the employee's "immediate family" (as defined in Section 12.1), an employee shall be granted up to three (3) consecutive sick days and/or personal days as funeral leave, as approved by the Department Head.

**Section 19.3 - Family Leave.** The Village will provide up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for the Village for at least one (1) year, and for 1,250 hours over the previous twelve (12) months. The employee must use any accrued paid leave (sick, vacation, personal) as part of such family leave. The balance will be granted as an unpaid leave.

Unpaid leave will be granted for any of the following reasons:

- \* to care for the employee's child after birth, or placement for adoption or foster care;
- \* to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- \* for a serious health condition that makes the employee unable to perform the employee's job.

The employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if the requirements are not met.

- \* The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable."
- \* The Village may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.
- \* For the duration of FMLA leave, the employer will maintain the employee's health coverage under any "group health plan."
- \* Upon return from FMLA leave, all employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.
- \* The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**Section 19.4 - Non-Employment Elsewhere.** A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

## ARTICLE XX

### NO SOLICITATION

The Union agrees that neither it nor its officers, agents, assigns, representatives, affiliated organizations and members will solicit corporations, organizations, merchants, residents or citizens located within the Village of Itasca for contributions or donations using the Village or Department name, insignia, communication systems, supplies or materials, nor shall it be identified as affiliated with the Village of Itasca in any manner. Under no circumstances shall

any solicitation be conducted on work time. This clause may be enforced by the Village through injunctive or other relief and any order entered on behalf of the Village shall include reimbursement of the Village's costs and expenses, including attorney's fees incurred.

## ARTICLE XXI

### TERM OF AGREEMENT AND LEGALITY CLAUSES

**Section 21.1 - Complete Agreement.** This Agreement supersedes and cancels all prior practices, policies 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. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause.

**Section 21.2 - 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, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, agency or court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof. During the course of such negotiations, Article VIII, No Strike/No Lockout, shall remain in full force and effect.

**Section 21.3 - Zipper Clause.** The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The parties each, therefore, voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate during the term of this Agreement (except as

otherwise specifically provided herein) regarding any term or condition of employment that was the subject of bargaining during the negotiations resulting in this contract.

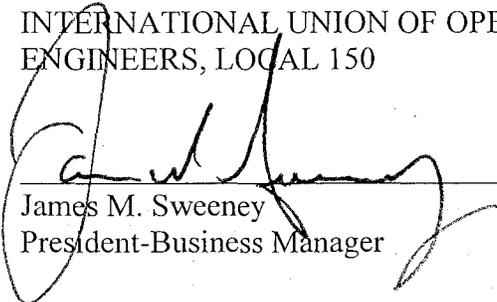
**Section 21.4 - Term of Agreement.** Except as indicated otherwise, this Agreement shall be effective as of May 1, 2011 and shall remain in full force and effect until 11:59 p.m., April 30, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desire to modify this Agreement.

Executed this 21<sup>st</sup> day of JUNE 2011.

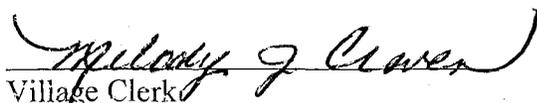
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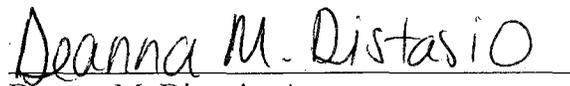
  
\_\_\_\_\_  
Village President

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150

  
\_\_\_\_\_  
James M. Sweeney  
President-Business Manager

Attest:

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Deanna M. Distasio, Attorney

**APPENDIX A**

	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>	<b>2014/1015</b>
<b>CATEGORY I</b>	\$28.21	\$28.85	\$29.57	\$30.31
<b>CATEGORY II</b>	\$31.19	\$31.89	\$32.69	\$33.50
<b>CATEGORY III</b>	\$32.26	\$32.99	\$33.81	\$34.66
<b>CATEGORY IV</b>	\$34.53	\$35.31	\$36.19	\$37.09

In addition to the hourly rates set forth above, employees who are required to obtain and maintain IEPA water, or wastewater operator's certification or pesticide operator or applicator licensure shall receive an annual stipend which will be paid during the first full pay period in December for eligible employees holding certification prior to November 30, annually. The annual stipend shall be \$650.00 for each eligible certificate. The applicable certificates and the number of employees eligible for payment are:

Public Utilities Department				Public Works Department	
Water		Wastewater		Pesticide	
Level	No. Eligible	Level	No. Eligible	Level	No. Eligible
A	0	1	2	Operator	3
B	0	2	3	Applicator	3
C	5	3	4		
D	5	4	4		