AGREEMENT BETWEEN

THE CITY OF PALOS HILLS
AND
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73

FOR THE
DEPARTMENT OF PUBLIC WORKS

MAY 1, 2019 – APRIL 30, 2022
# TABLE OF CONTENTS

- UNION AND MANAGEMENT .............................................................................. 1
- HOURS OF WORK AND OVERTIME ................................................................. 2
- HOLIDAYS ........................................................................................................ 4
- VACATIONS ...................................................................................................... 5
- SICK/PERSOAL DAYS ...................................................................................... 5
- EDUCATIONAL FINANCIAL ASSISTANCE ..................................................... 6
- HEALTH-WELFARE AND DENTAL PLAN ....................................................... 7
- LIFE INSURANCE ............................................................................................ 8
- RETIREMENT ................................................................................................... 9
- SENIORITY ...................................................................................................... 9
- DISCIPLINE AND DISCHARGE ...................................................................... 11
- GRIEVANCE AND ARBITRATION PROCEDURE ........................................ 11
- NO STRIKES .................................................................................................. 12
- WAGES .......................................................................................................... 13
- ACTING UP PAY ........................................................................................... 15
- PROMOTION/ADVANCEMENT ..................................................................... 15
- UNIFORM MAINTENANCE ............................................................................. 16
- JURY DUTY PAY ............................................................................................ 17
- LEAVES OF ABSENCE .................................................................................. 17
- BEREAVEMENT LEAVE/DEATH IN FAMILY .............................................. 17
- OUTSIDE EMPLOYMENT ............................................................................. 18
- UNION ACCESS/RIGHTS .............................................................................. 18
- LABOR-MANAGEMENT CONFERENCE ..................................................... 18
- MILITARY LEAVE ......................................................................................... 19
- NO DISCRIMINATION ................................................................................... 19
- BULLETIN BOARDS ....................................................................................... 19
- LINE OF DUTY ............................................................................................... 19
- CERTIFICATION PAY .................................................................................... 19
- Cell phone reimbursement ............................................................................ 20
AGREEMENT

This Agreement has been made and entered into this ____________ day of February, 2020, by and between The City of Palos Hills, Illinois, an Illinois municipal corporation, hereinafter called the "City," and the Service Employees International Union, Local 73 for and on behalf of itself and all the employees covered by this Agreement, whether now employed or hereinafter employed, hereinafter collectively called the "Union."

ARTICLE 1.

UNION AND MANAGEMENT

Recognition. The City hereby recognizes the Union as the sole and exclusive bargaining agent for all of its full-time and regular part-time employees of the Public Works Department and the full-time and regular part-time employees of the Park Department working in the classifications of Ground Maintenance and Building Maintenance, excluding all office clerical employees, professional employees, confidential employees, managerial employees and supervisors as defined in the Illinois Public Labor Relations Act. A full-time employee is one who normally is scheduled to be employed fifty-two (52) weeks of the year and forty (40) hours per week. Seasonal employees are not considered full-time employees and are hired due to conditions which are caused by seasonal needs. Temporary employees are not considered full-time employees and are hired for special projects or because of needs and skills not otherwise available in the Public Works Department. Part-time employees are those who are normally employed less than thirty-two (32) hours per week. A permanent full-time employee shall not be made a permanent part-time employee for benefit purposes unless the employee agrees to such a change.

In the event the City should hire employees into Park Department classifications other than Grounds Maintenance and Building Maintenance and those classifications are appropriately included in the bargaining unit, the City and Union shall meet to negotiate their wages, classifications and other terms and conditions of employment. The City shall not use Park Department employees to perform the normal work of Public Works Department employees.

Dues Deduction. Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, fees, and/or COPE the Employer shall deduct such dues, fees and/or COPE from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee’s checkoff authorization and contained in this section. Specifically, any employee who wishes to revoke dues checkoff must do so by giving written notice to both the Employer and the Union during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of the employee’s authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.
Indemnity. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the City for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certification or assignment furnished under any of such provisions.

Management. It is agreed that the Union and the employees will cooperate with the City within the obligations of this Agreement to liberally construe this Agreement to facilitate the efficient and flexible operation of the City's Public Works Department. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the City except as they may be subject to this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Department and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or any other legitimate reason; to hire, examine, classify, transfer, assign, schedule, promote, demote, or recall; to hire temporary and casual employees; to make and enforce reasonable rules and regulations; to set standards for the services to be offered to the public; to determine the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including the right to contract out or subcontract, the amount, utilization and kind of personnel and quality and quantity of work required to ensure maximum mobility, flexibility and efficiency of operations; all of which are vested exclusively in the City except as they may be subject to this Agreement.

Supervisors Performing Bargaining Unit Work. The City recognizes that it is undesirable for supervisors to perform the work of the employees in the unit when such work deprives employees of the opportunity to work overtime. The Union recognizes, however, that there are circumstances when supervisors may perform the work of employees in the unit in such cases in accordance with the City's laudable desire to assure an efficient, flexible and economical operation within the Public Works Department, such as where supervisors train or instruct employees, experimental or testing duties, where there are emergencies or where scheduled employees fail to report to work because of absences or tardiness or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties.

ARTICLE 2.

HOURS OF WORK AND OVERTIME

Workweek. The normal workweek is forty (40) hours in length and includes Saturday and Sunday. The normal hours of operation are 7:00 a.m. to 3:30 p.m., Monday through Friday. A full working day is considered to be eight and one-half (8-1/2) hours in
length for all full-time employees. Employees are given one-half (1/2) hour for lunch, none of which is paid. Employees will also be given a paid fifteen minute break normally at or about 10:00 a.m. Employees may take no more than a total of fifteen additional minutes for travel and/or wash-up time associated with their lunch period. This means that employees must start work again no later than a total of 45 minutes (30 minutes for lunch and 15 minutes for travel/wash-up time) after they initially stopped work. Employees are not entitled to any additional travel/wash-up time associated with their fifteen minute break period.

Abnormal Hours. Employees of the Public Works Department have duties that are sometimes emergency or unpredictable in nature and, therefore, will be required to work during hours not considered normal for the Department when such instances arise.

Overtime. This section is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week. Overtime shall be paid at the rate of time and one-half the regular hourly rate for all work performed in excess of forty (40) hours worked in any one week by any nonexempt employee as defined in the Fair Labor Standards Act. In addition, all hours worked before 7:00 a.m. and all hours worked after 3:30 p.m. Monday through Friday and all hours worked on Saturday shall be paid at time and one-half the regular hourly rate. With the exception of pump duty and Friendship Fest, overtime worked on Sunday shall be paid at two times the regular hourly rate. Sunday pump duty and Friendship Fest duties will be paid at time and one-half of the regular hourly work. There shall be no pyramiding of overtime premiums. For purposes of figuring overtime hours, all hours must be computed per workweek, provided however that sick days, time spent on jury duty and personal days, when taken with prior approval, shall count as hours worked for purposes of calculating overtime. Furthermore, the City agrees that the normal hours of work shall not be changed solely for the purpose of avoiding the payment of overtime unless the employee has already worked a reasonable amount of overtime in the workweek.

Management may schedule Park Department maintenance employees during the summer (May 1 - September 30) on a 6:00 a.m. - 2:30 p.m. work schedule and these hours shall be paid at the straight time rate.

Call-Out. Employees who are called out for overtime will receive a minimum of three (3) hours of pay, or actual time worked, whichever is greater, at the time and one-half (1 1/2) rate. For safety and communication, the designated primary after hours call-in person will, after clocking in, carry their cell phone on their person for all after-hours situations and notify the Police Department that they are working. Upon completion of the work, the call-in person must notify the Police Department that they are leaving work.

Employees who are scheduled for call-out for a one-week period will receive nine (9) hours of pay at the straight-time rate for being on call. Any employee who fails to answer or respond to a call-out request shall forfeit his/her call-out pay for the week provided the failure to
respond is not the result of a failure or error on the part of someone other than the employee.

In the event more than one Park Department grounds maintenance employee remains on staff during the winter (late November through mid-March) one Park Department grounds maintenance employee per week shall be on-call and available for snow and ice control work on City lots and walkways. This employee shall carry a pager for the week, for which he/she shall be paid an additional (8) hours pay at his/her straight-time rate for that week. The City shall also designate a second, third and fourth employee for call-out if needed and if staffing allows. The City shall rotate all employees on the call-out list so that they all have an equitable opportunity for this work. Supervisors may perform this work only after it has been offered to all Park Department grounds maintenance employees.

Compensable Time. Employees shall have the option of taking up to 40 hours of compensable time in lieu of overtime pay annually, but at no time shall an employee have more than 18 hours of compensable time banked. Except for unscheduled overtime on Sundays, each hour of overtime worked will be equal to 1½ hours of compensable time off. Each hour of unscheduled overtime worked on Sunday will be equal to 2 hours of compensable time off.

ARTICLE 3.

HOLIDAYS

All full-time employees who have completed their probationary period shall receive eight (8) hours' pay at their straight-time rates for the following holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. Martin L. King's Birthday

provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday. Only scheduled vacations and approved sick days will eliminate this requirement, which approval shall not be unreasonably denied. Holidays shall count as hours worked for purposes of computing overtime pay.

Employees who work on any of the above-listed holidays shall be compensated at a rate of double time (2x regular hourly rate) for all hours worked in addition to their eight (8) hours of holiday pay.
ARTICLE 4.

VACATIONS

Vacation for full-time employees shall be as follows:

One (1) week - after one (1) year

Two (2) weeks - after two (2) years

Three (3) weeks - after five (5) years

Four (4) weeks - after twelve (12) years

Five (5) weeks - after twenty-five (25) years

An employee must reach his/her one year anniversary date for initial benefit with a record of 1400 hours of employment to be eligible for vacation benefits. Paid vacations can be taken anywhere between the nine-month and the year anniversary date once 1400 hours have been logged by the employee. For the purpose of determining eligibility, the anniversary date shall be considered the date of full-time employment. Vacations must be taken within the City fiscal year (May 1 through April 30) that they are earned and cannot be accumulated.

The Commissioner or his designee shall schedule all department vacations, keeping manpower needs in mind. Dates will be granted on a seniority basis, once departmental needs are met. Vacation dates may be requested by an employee prior to assignment, and will be granted whenever possible. These requests, however, may not be guaranteed. The Commissioner or his designee has discretion over the granting of vacation dates.

Employees may take up to ten (10) vacation days on a daily basis provided the employee requests the day off at least one week in advance. Employees may only use five (5) single days during the period April 1st through September 30th, and no more than five (5) single days during the period October 1st through March 31st. The Commissioner or his designee has discretion to approve or reject the request depending on departmental needs.

Employees covered by this Agreement shall be allowed to carry over from one fiscal year (May 1 to April 30) to another up to one (1) week of accumulated vacation time with the approval of the City. The City reserves the right to buy back any of this carried-over vacation time up to one (1) weeks’ worth.

ARTICLE 5.

SICK/PERSOINAL DAYS

All full-time employees of the Public Works Department are allowed ten (10) paid sick/personal days per year.
It is understood that sick leave is expected to be used by an employee during periods of personal illness. The Public Works Department is to be notified by telephone when an individual cannot report to work due to illness. Reasonable notice should be given prior to the start of the employee's work shift. If Department personnel are not available, notify the Commissioner or his designee. Approval of sick leave is dependent upon this notice. The Commissioner may ask for doctor's notes, as he deems appropriate, to verify employee illnesses.

It is understood that the use of personal days requires prior approval of the Commissioner. The Commissioner shall not unreasonably withhold such approval. Personal days are to be granted at the discretion of the Commissioner. Personal days include, but are not limited to, funeral leave, illness in the immediate family, and religious days.

Full-time employees may accrue sick/personal day pay up to a maximum of eighty (80) days once they accumulate a total of one thousand four hundred (1400) hours of full-time service. Employees may use their accumulated sick/personal days to cover periods of absences due to illness, injury, the birth or adoption of a child or to care for a seriously ill member of their immediate family that last longer than five (5) working days or, in the case of intermittent or reoccurring absences for the same reason, that last (1) to five (5) days. Unused sick/personal days are not reimbursable. At separation (i.e., retirement or resignation but not termination), the City will buy back unused time up to the maximum 80-day accrual at 100% of the then applicable rate of pay.

The sick/personal leave benefit is intended to coordinate with the long term disability and Workmen's Compensation Insurance. Accumulated sick/personal leave can be used until the disability income insurance program begins.

ARTICLE 6.

EDUCATIONAL FINANCIAL ASSISTANCE

The City of Palos Hills will reimburse the tuition of a Public Works Department full-time employee when the following conditions are met:

(a) The course must be taken at an accredited college or university or approved educational institution or training program;

(b) The course is job-related;

(c) The employee obtains a grade of "B" or better, or successfully completes a course where no letter or number grade is available;

(d) The employee will be reimbursed 75% if the employee obtains a grade of "C" or better; and
(e) The employee submits a request in writing (Request for Tuition Support Form) to the Mayor's office, and receives approval prior to the start of the course.

Employees may request reimbursement for fees for testing or certification renewal and for books required for courses they take which fulfill the conditions above. Any book costs and/or fees which are reimbursed will be included as part of the total reimbursement limit for an employee.

The total reimbursement to be allowed for each employee shall not exceed $600.00 per twelve (12) month period. It will be paid upon evidence of satisfactory completion as in (3) above.

As condition of employment, employees may be required to take specific courses for which the City will pay to meet the changing needs of their position. The Commissioner of Public Works, Sewer and Water, in conjunction with the Mayor's office, will determine when such courses are necessary.

Guidelines for approving applications for Educational Financial Assistance will include the criteria of increasing the value of the employee to the City and aiding the employee in obtaining a skill needed for advancement in the City government.

ARTICLE 7.

HEALTH-WELFARE AND DENTAL PLAN

Health, Welfare, Vision and Dental Plan. The City shall continue to provide all covered employees with medical, dental, and other health insurance benefits at substantially similar levels as those provided on or before May 1, 2016. In addition, beginning _______, 2016, employees will be provided vision care insurance at no additional premium cost.

Health Insurance Employee Contribution. Employees covered by this agreement shall contribute as follows:

PPO Plan

Effective 6/1/19 through 5/31/20

Single $74.42 per pay period

Family $297.38 per pay period

The Parties agree that these amounts will not increase by more than $6.70. per pay period for single coverage and $26.76 per pay period for family coverage for the coverage period from 6/1/20 through 5/31/21. The above is based on a 9% cap on any actual and realized increase should that occur to the employee’s contribution of the total premium.
PPO Select Plan

Effective 6/1/19 through 5/31/20

Single $36.59 per pay period

Family $195.05 per pay period

The Parties agree that these amounts will not increase by more than $3.29 per pay period for single coverage and $17.55 per pay period for family coverage for the coverage period from 6/1/20 through 5/31/21. The above is based on a 9% cap on any actual and realized increase should that occur to the employee’s contribution of the total premium.

HMO

Effective 6/1/19 through 5/31/20

Single $0 per pay period

Family $106.49 per pay period

The Parties agree that these amounts will not increase for single coverage and will not increase by more than $9.58 per pay period for family coverage for the coverage period from 6/1/20 through 5/31/21. The above is based on a 9% cap on any actual realized increase should that occur to the employee’s contribution of the total premium.

The parties agree that for the Insurance year 6/1/21 through 5/31/22, that any increase from the employee’s contribution of 6/1/20 through 5/31/21 referenced above, shall be capped at 9% of any actual and realized increase should that occur to employee’s contribution to the total premium.

Change Insurance Carriers. The City shall be permitted at its discretion to change insurance carriers provided that benefits remain substantially equal.

Extent of City’s Obligations. The extent of the City’s obligations under this Article shall be limited to the payment of the cost of the premium for this Plan and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued thereunder. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

PEHP Plan. The City and the Union will meet to investigate the implementation of a PEHP plan.

**ARTICLE 8.**

**LIFE INSURANCE**
Life Insurance. The City shall provide $50,000 in life insurance for all full-time employees following their first thirty (30) calendar days of employment for the term of this Agreement.

Change Insurance Carriers. The City shall be permitted at its discretion to change insurance carriers provided that benefits remain substantially equal.

Extent of City's Obligations. The extent of the City's obligations under this Article shall be limited to the payment of the cost of the premiums for the life insurance and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued thereunder. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

ARTICLE 9.

RETIREMENT

Retirement Benefit. The City shall continue to provide its present retirement benefit program to all employees as provided by law.

Extent of City's Obligations. The extent of the City's obligations under this Article shall be limited to the payment of the cost of the contributions for the retirement benefit program and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the law and any applicable agreements.

SEIU Plan Deductions. Upon receipt of a lawfully executed, written authorization from an employee, the City shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the S.E.I.U. 457, Pepsco, and Veema Plans, managed and operated by the Union, in amounts designated by the employee. Such deduction or deductions shall be made in twenty-six (26) equal installments and shall be remitted by the City to the Union official designated by the union in writing to receive such funds. Employees who are hired after the first pay period of the fiscal year will have the deduction prorated for the remainder of the year. The Union shall refund to the City or the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

ARTICLE 10.

SENIORITY

Probationary Period. It is agreed that a new employee shall be considered in training and on probation for a period of the first nine (9) months of continuous employment, during which time the City shall have the sole and absolute right to
discipline, discharge, or retain the employee in its own discretion. Said employee shall have no recourse to the grievance and arbitration procedure herein. After said nine (9) months, the employee shall be placed on the regular seniority list and his or her seniority shall date from the employee's date of hire. Any seasonal or temporary employee shall be deemed a probationary employee for the first nine (9) consecutive months of their employment. If there is a break in consecutive service and the employee is subsequently rehired after such a break in service, the probationary period will renew for another consecutive nine (9) months. After a seasonal or temporary employee has worked nine (9) consecutive months, the City shall, if it desires to retain the employee, make the employee either full-time or part-time, unless the parties mutually agree to extend the probationary period.

While still in the probationary period, beginning thirty (30) days from the first day of full-time employment, all full-time employees will be eligible to participate in the Health, Welfare, Dental and Life Insurance plans. At the completion of the probationary period all full-time employees shall be entitled to the other benefits covered by this Agreement.

Seniority Defined. Seniority means the length of full-time continuous service of an employee covered by this Agreement from the date of his last hire. Seniority rights, if any, shall not extend beyond the term of this Agreement.

Loss of Seniority Rights. Continuous service of an employee shall be broken, seniority rights, if any, lost, and the employment relationship terminated by: (a) quit; (b) discharge for just cause; (c) not working for six (6) months or more or not working for one (1) year or more due to medical reasons; (d) absence without acceptable notice to the Department; (e) excessive absenteeism or tardiness; (f) failure to indicate within 48 hours an intention to report for work within three (3) calendar days after notice by the Department to return to work following a layoff (certified mail, return receipt requested, addressed and sent to the employee's last address known to Department shall constitute sufficient notice by Department); and (g) failure to return following the expiration of a leave of absence or misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.

Layoffs. In layoffs, seniority in classification shall govern, provided that the training, skill, efficiency, knowledge and ability to perform the work are equal among the employees involved in the classification. In the event the Public Works Department recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off, provided that the employee is able to do the work satisfactorily. It is further provided that the City shall not lay off employees in a higher classification for the purpose of performing the work and responsibilities of the higher classification with lower paid employees.

A laid off employee may displace (bump) the least senior employee, if any, in the same or lower classification, provided the employee to be laid off has the then present ability to perform
the job satisfactorily.

ARTICLE 11.

DISCIPLINE AND DISCHARGE

Discipline, Suspension and Discharge. The parties recognize and agree that the obligations of the City to its residents to provide adequate and qualified services requires that it may, for just cause, discipline, suspend or discharge employees for failure to carry out in full their duties and responsibilities as employees. A copy of all disciplinary notices shall be provided to employees and the Union.

Equitable Administration. The City agrees that rules, regulations, policies and operating procedures of the Department which may result in discipline, suspension or discharge shall be equitably administered and enforced among employees in the Department.

ARTICLE 12.

GRIEVANCE AND ARBITRATION PROCEDURE

Definition and Time for Filing. For purposes of this Agreement, a "grievance" is a difference of opinion or dispute between the City and an employee, or between the City and the Union, with respect to the meaning, effect, interpretation, or application of the terms of this Agreement, or with respect to a claim of a breach or violation of this Agreement. Except as otherwise provided in this Agreement, grievances must be presented to the City within seven (7) workdays after the occurrence of the event giving rise to the grievance or after the affected employee acquires knowledge of the occurrence of such event, or shall be considered as waived. Grievances involving a claim of improper suspension, discipline or discharge, or violation of the Seniority Section, must be presented within seven (7) workdays by filing a written grievance in Step 2.

Procedure. Grievances shall be processed in the following manner:

STEP 1The employee, accompanied by his Union representative if he/she so desires, shall orally present the grievance to the Superintendent of Public Works within seven (7) workdays. The Superintendent shall give his oral answer to the employee not later than three (3) workdays following the presentation of the grievance.

STEP 2If the grievance is not settled in Step 1, it shall be reduced to writing by the Employee or his Union representative and presented to the Commissioner or his designated representative within seven working days after the Superintendent's answer in Step 1. The written grievance shall set forth all of the facts relied upon and the provision(s) of this Agreement which the City is alleged to have violated.

The Commissioner shall give a written answer within seven working days of the presentation of the written grievance.
**STEP 3** If the written grievance is not settled in Step 2, it shall be presented to the Mayor or his designated representative within seven working days after the Commissioner's answer in Step 2. After the grievance is presented to the Mayor or his designated representative, a meeting shall be held as promptly as possible. Within seven working days after this meeting, the Mayor or his designated representative shall give the City's answer in writing to the Union representative.

**STEP 4** If the grievance is not settled in Step 3, the Union shall notify the City in writing if it desires to refer the grievance to arbitration. The grievance will then be referred to arbitration in accordance with paragraph 3 of this Article. Appeals to arbitration must be received by the City within twenty-one calendar days after the date of the City's written answer in Step 3.

Arbitration. Upon receipt of notice from the Union of its desire to arbitrate a grievance, the City and the Union shall confer as soon as practicable in an effort to select an arbitrator by mutual agreement. If no arbitrator is agreed upon within ten (10) workdays after receipt of such notice by the City, the parties shall request the Federal Mediation and Conciliation Service to furnish a list of seven arbitrators. By the flip of a coin, the losing party shall strike the name of one person, the other party shall then strike the name of another person until the final name is selected. The award of the arbitrator shall be final and binding upon both parties and upon the employees or employee involved. The fees and expenses of the arbitrator shall be shared equally by the City and the Union.

The arbitrator shall have the power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement and shall rule only on the issues submitted to him in writing for arbitration. If the parties are unable to stipulate to the issue(s), each side shall submit their proposed issue(s), in writing, to the arbitrator. The arbitrator shall have power only to interpret this Agreement and shall not have power to alter or amend it.

**ARTICLE 13. NO STRIKES**

No Strikes. The Union and employees recognize and agree that the rendering of Public Works services to the community cannot be withheld, interrupted or discontinued, and that to so would endanger the health, safety and welfare of the residents of the community. Therefore, during the term of this Agreement, the Union, its members, officers, stewards, agents or representatives, agree without reservation that they will not instigate, authorize, call, support, sanction, encourage, maintain, or in any way take part in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of work, or any picketing of any kind for any reason whatsoever. Moreover, employees shall cross a private sector picket line to do work normally done by Public Works employees.
This Section shall apply to work normally done by Public Works employees within the City of Palos Hills. No employee shall be required to do the work of any striking public employee in any other municipality.

Union's Obligations. The Union agrees that it will use its best efforts to prevent any acts forbidden in Section 13.1 and that in the event any such acts take place by any employee or group of employees, the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes steps in good faith to end any unauthorized stoppages, strikes, intentional slowdown or suspension of work, the City agrees that it will not bring action against the Union to establish responsibility for such wildcat or unauthorized strikes.

City's Rights. The City in its sole discretion may terminate the employment of or otherwise discipline any employees who engage in any act forbidden in this Section 13.1. Any action taken by the City against an employee in the unit who participates in action prohibited by Section 13.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure; except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

No Lockouts. The City will not lock out employees in the bargaining unit during the term of this Agreement.

ARTICLE 14.

WAGES

Effective upon execution of this Agreement, the hourly rates shall be increased as follows: effective and retroactive to May 1, 2019, 2.5%; effective May 1, 2020, 2.5%; and effective May 1, 2021, 2.5%. Accordingly, the rates are as follows:
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2.5 % Effective May 1, 2020

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When first hired into one of the classifications set forth above, an employee will be placed on Step 1 of the Wage Scale above. An employee will advance one step annually within his/her classification upon his/her anniversary date within that classification. Advancement to a higher classification shall occur as set forth in Article 16 of this Agreement. If an employee is promoted to a new classification as set forth in Article 16, the employee will be placed on the appropriate step representing an increase over the wage rate the employee is currently being paid. Thereafter, the employee will receive one step increase annually within his/her new classification upon the employee’s anniversary date of promotion into that classification.

The job descriptions for the various job titles are in Appendix A.

ARTICLE 15.

ACTING UP PAY

Personnel who are appointed by the Commissioner, at his discretion, to temporarily act in a higher paid classification shall receive acting up pay of $1 an hour over their current straight-time hourly rate for the hours worked in the higher classification.

ARTICLE 16.

PROMOTION/ADVANCEMENT

Qualified employees shall be given an equal opportunity, based on skill and ability, to
advance into jobs which pay higher rates of pay. The City shall select the most qualified individuals with due regard for seniority. Ability and skill for advancement shall be determined by the City based upon performance evaluations, experience, training, proven ability and the criteria set forth in various job classifications. In the case of Tech 4, appropriate reviews will be performed on approximately a yearly basis.

Progressions from Tech 4 through Tech 1 (the Mechanic classification is the equivalent of a Tech 1 for pay purposes) shall be based on each employee's ability to perform the duties of the job in the higher-rated classification, based on the job descriptions. Employees below the grade of Tech 1 may request a yearly face-to-face review with the Commissioner. However, with respect to the Division Chief classification, there shall normally be only one person per division in this classification. Division Chief will be consulted regarding promotions.

Promotional opportunities shall normally be offered in the following priority order, provided the employee has evidenced the factors referred above: full time employees, part time employees, probationary employees, and seasonal or temporary employees. Regarding seasonal or temporary employees, when they become full time, they shall normally begin in a Tech 4 classification.

Consistent with the operating needs of the City, employees who so wish will be given reasonable opportunities to learn to perform the duties and skills of the higher-rated classifications.

**ARTICLE 17. UNIFORM MAINTENANCE**

The City will provide, in accordance with a clothing schedule as determined by the Commissioner two safety vests. Employees shall be responsible for the purchase of all pants, shirts, sweatshirts, jackets, boots, gloves, hips, etc. or other items of clothing that they may need in order to report to work each and every workday in accordance with the City's dress requirements.

During the months of May through September, employees may, at their option, wear light grey colored T-shirts instead of blue T-shirts under their safety vests or safety yellow T-shirts with the City's emblem. Twice each year, the City will arrange to have the City emblem affixed to employee-purchased safety yellow T-shirts at no cost to the employee. To be eligible for the City-provided emblem, employees must provide their T-shirts to the Superintendent prior to April 15 and/or November 15 of each year.

To aid them in the maintenance and purchase of such items, full-time employees who have worked a minimum of one thousand, four hundred (1400) hours (a minimum of seven hundred (700) hours during the six-month period for which the payment is made), except the mechanic, shall be given two annual payments for uniform purchase and maintenance allowance, in the amount of Four Hundred and Twenty-Five Dollars ($425.00) each. The mechanic, if he/she
has worked a minimum of one thousand, four hundred (1400) hours (or seven hundred (700) hours during the six-month period for which the payment is made) shall be given two annual payments for uniform purchase and maintenance allowance in the amount of One Hundred and Fifty Dollars ($150) each. For all employees receiving a uniform purchase and maintenance allowance, the first payment shall be made in the first pay period of November and the second payment shall be made in the first pay period of April.

ARTICLE 18.

JURY DUTY PAY

An employee who serves upon a jury shall receive for each such day of jury service on which he otherwise would have worked the difference between eight times his straight time rate and the attendance fee payment, excluding expense allowance money, he receives for jury service. The employee shall present proof of service and of the amount of pay received therefore.

ARTICLE 19.

LEAVES OF ABSENCE

Employees may request unpaid leaves of absence for personal and/or emergency situations. During such leave, employees shall not accrue seniority, but shall retain seniority accrued prior to such leave. Seniority shall resume upon a return from a leave of absence. With respect to leaves of absence for medical reasons, the City shall have just cause to deny an employee such leave and the duration thereof. Such leaves may be granted in the City's sole discretion, but the City shall not be arbitrary or capricious in its decision as to whether to grant such leave or as to the duration thereof. All leaves of absence shall be in writing to the Commissioner. At the City's request, all leaves of absence shall be supported by such reasonable documentation or certification as the City may request, as a condition to such leaves of absence.

As required by the Family and Medical Leave Act (FMLA), the City will permit employees who qualify under the FMLA to take an unpaid leave of absence of up to twelve (12) weeks in any rolling twelve (12) month period pursuant to the terms and restrictions contained in the FMLA and its applicable regulations. Employees must substitute any accrued paid vacation days, sick days, personal days for unpaid leave under this policy. If an employee otherwise qualifies for any other type of leave of absence, s/he must take that leave at the same time s/he is taking the Family and Medical Leave. All time missed from work that qualifies for both FMLA leave and Workers' Compensation, will be counted toward the employee's 12 weeks of Family and Medical Leave.

ARTICLE 20.

BEREAVEMENT LEAVE/DEATH IN FAMILY

Leave Provisions. The City agrees to provide to officers leave without loss of pay as a result of death in the family, not to exceed three (3) days, immediately following the death of a member of the immediate family.
Family Defined. Family shall be defined as the employee's spouse, mother, father, sister, brother, child, grandparents, grandchildren, immediate mother in law and immediate father in law, immediate brother in law and immediate sister in law.

ARTICLE 21.

OUTSIDE EMPLOYMENT

City employees owe their primary allegiance and energies to the City service. Any outside employment that interferes with their City employment is prohibited.

ARTICLE 22.

UNION ACCESS/RIGHTS

Upon reasonable advance notice to the Commissioner, the Union's representative may speak to employees concerning grievances or Union business on City premises, provided that there is not an undue interruption of business. Permission by the Commissioner to conduct such business shall not be unreasonably withheld.

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

A reasonable number of employees designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 23.

LABOR-MANAGEMENT CONFERENCE

Meetings. The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the City. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meetings and location shall be limited to:

Discussion on the implementation and general administration of this Agreement.

A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the City which may affect employees.
Distinguished from Grievance Meetings. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conference," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Absence from Work. When absence from work is required to attend "labor-management conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from the City in order to remain in pay status. Management shall approve the absence except in emergency situations. Union members attending such conference shall be limited to three (3).

**ARTICLE 24.**

**MILITARY LEAVE**

Employees shall have the right to a leave of absence for military duty with the Armed Forces of the United States of America and the right to return to the City's employ thereafter strictly in accordance with all applicable State and Federal laws.

**ARTICLE 25.**

**NO DISCRIMINATION**

The City shall not discriminate against any employee because of Union membership or activities, or lack thereof, sex, race, color, national origin, religion, marital status, veteran status, creed or age.

**ARTICLE 26.**

**BULLETIN BOARDS**

The City will provide space for a Union bulletin board at the Public Works Department garage lunchroom for the posting of Union notices.

**ARTICLE 27.**

**LINE OF DUTY**

The City agrees to defray all reasonable funeral and burial expenses of any full-time employee killed while performing work while on duty.

**ARTICLE 28.**

**CERTIFICATION PAY**

Employees who currently possess or who obtain in the future a valid Illinois Water Supply Operation Certificate and who maintain said certificate shall be paid an incentive of forty-five cents ($0.45) per hour as part of their base wage rate. Additionally, the Employer will pay up to four (4) employees annually a Trenching Operator Certification stipend of $1000. The
mechanic may also receive certification pay in the amount of $500 for each automotive mechanic certification from the list attached as Attachment A possessed and maintained, up to a maximum of eight. Except for the certification pay for the Water Supply Operation Certificate, certification pay shall be paid in November of each calendar year for each certificate possessed and maintained in that year. The employee must be certified by May 1 of the calendar year in order to qualify for the payment of the incentive in November. The employee will be reimbursed for educational or training expenses incurred in obtaining the certification in accordance with Article 7, "Educational Financial Assistance."

ARTICLE 29. CELL PHONE REIMBURSEMENT

In recognition that a significant mode of communication between the City and Employees is the Employees’ personal cell phones, the City will reimburse Employees in an amount of $350 annually, paid in one lump sum payment in the first pay period of November.

ARTICLE 30. TERMINATION

This Agreement shall be effective as of May 1, 2019, and shall remain in full force and effect from said date to April 30, 2022, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days’ notice prior to termination, in writing, that either party desires to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the City, Union and employees shall have no rights beyond the terms of this Agreement and the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. In the event notice to terminate this Agreement is given, the City, Union, and employees shall have no rights beyond the terms of this Agreement.

This Agreement constitutes a complete settlement of all outstanding issues between the City and the Union and the employees.

THE CITY OF PALOS HILLS, IL

[Signature]

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

[Signature]
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APPENDIX A
Job Descriptions

Title             Mechanic

Department        Public Works

Supervisor        Master Mechanic and Superintendent of Public Works

Position Function Under the general direction of the Master Mechanic or Supt. of Public Works this position will help to organize and accept direction for the inspection, maintenance and record keeping for vehicle and equipment repairs. Maintains all vehicles and machinery for the City.

Duty              Performs periodic routine maintenance and repair of all vehicles and equipment. Purchases replacement parts and evaluates vehicles and equipment for replacement. Maintains individual repair records of vehicle and equipment maintenance. Ability to get along with co-workers and the general public. Other duties as required consistent with the mechanic classification, duties and past practice, including snow plowing and salting streets.

Qualifications    Various shop courses.

Mechanics School.

Five or more years’ experience in auto and heavy truck/equipment repair.

Welding experience.

Qualified in the use of miscellaneous tools and equipment necessary or required to repair cars, trucks and equipment.

Class B Commercial Driver’s License.

Schedule          This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the salary ordinance and collective bargaining agreement.
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Title

Division Chief - Public Works Maintenance

Department
Public Works, Water & Sewer Department

Supervisor
Superintendent of Public Works

Position Function
Under the general direction of the Supt. of Public Works or personnel as assigned this position will supervise work for crews on various public works, water and sewer projects and repairs. Organize and direct crews for jobs, inspection and maintenance of equipment and trucks.

Duty
Performs inspections and repairs for streets curbs, sidewalks ditches, storm sewers and various other city infrastructures as needed.

Run heavy equipment within skill level.

Complete work orders and various time sheets on different job functions

Cement finishing, asphalt repair, water main repair, sewer repair.
Performs snow removal and salts streets Underground construction

Design and maintain drainage, organize equipment and facilities.

Ensures safety procedures are applied and followed. Ability to perform work in lesser work classifications

Other duties as required consistent with the Division Chief, Public Works Maintenance classification, duties and past practice.

Qualifications
Knowledge in civil engineering, experience in operating heavy equipment, underground repair and installation work, cement finishing and asphalt work and building maintenance.

Class B Commercial Drivers License
Class "C" IEPA water plant operators license for Division Chiefs hired/promoted after May 1, 2006.

Ability to read and write English sufficient to perform job duties.

**Schedule**

This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.
Title: Division Chief - Sewer and Water

Department: Public Works, Water & Sewer Department

Supervisor: Superintendent of Public Works

Position Function: Under the general direction of the Supt. of Public Works or personnel as assigned this position will supervise work for crews for pump house, lift station, sewer and water main repair. Organize and direct crews for jobs, inspection and maintenance of equipment and trucks.

Duty: Performs inspections and schedules maintenance for repair of water pumping and sanitary sewer lift stations.

Run heavy equipment within skill level.

Complete work orders and various time sheets on different job functions

Cement finishing, asphalt repair, water main repair, sewer repair.

Performs snow removal and salts streets Underground construction

Design and maintain drainage, organize equipment and facilities.

Ensures safety procedures are applied and followed.

Ability to perform work in lesser work classifications

Other duties as required consistent with the Division Chief, Sewer and Water classification, duties and past practice.

Qualifications: Knowledge in civil engineering, experience in operating heavy equipment, operation of water and sewer pumping stations, underground repair and installation work, cement finishing and asphalt work and building maintenance.
Class B Commercial Driver's License (desirable, not required). Class "C" IEPA water plant operators license for all Division Chiefs hired/promoted after May 1, 2006. Ability to read and write English sufficient to perform job duties.

**Schedule**

This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.
Title: Public Works Tech I

Department: Public Works, Water & Sewer Department

Supervisor: Superintendent of Public Works

Position Function: Under the general direction of the Supt. of Public Works or Division Chief or personnel as assigned the position will perform skilled and semi-skilled work in one or more specialized areas of public works, water and sewer maintenance, construction, repair and related activities.

Duty: Perform maintenance, construction and repair work on public works, water and sewer facilities. Including but not limited to such work as cement work, plumbing, carpentry, asphalting, water plant operations, water and sewer main repair.

Locates city infrastructure.

Operates heavy equipment within skill level.

Conducts tests as needed or directed.

Ability to perform work in lesser work classifications

Performs other duties as required consistent with the Public Works Tech I classification, duties and past practice.

Qualifications: Journey competence in one or more of the construction trades.

Able to operate a wide variety of equipment.

Shall be able to take initiative, and shall be able to take direction in carrying a project to completion.

Should have a good conception of safety requirement in assignments.
Ensures safety procedures are applied and followed. Ability to get along with co-workers and the general public. Good physical condition.

Ability to read and interpret construction drawings, plans and specifications.

Class "C" IEPA water plant operators license (desirable). 26

Class B Commercial Driver’s License.

Ability to read and write English sufficient to perform job duties.

Schedule

This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.
Title

Public Works Tech II

Department

Public Works, Water & Sewer Department

Supervisor

Supt. of Public Works

Position Function

Under the general direction of the Supt. of Public Works, Division Chief or personnel as assigned the person in this classification performs semi-skilled work in construction, operation, and maintenance of public works, capital improvements, above and below ground construction, water plant operations and water and sewer main repair.

Duty

Repairs/replaces water meters.

Locates city infrastructure.

Helps install asphalt and concrete paving.

Operates snowplows and salting equipment.

Operates chipper.

Uses a variety of hand tools to perform ditching and landscape restoration.

Loads and unloads stone, dirt, gravel, and heavy mechanical equipment.

Ensures safety procedures are applied and followed.

Ability to perform work in lesser work classifications.

Performs other duties as required consistent with the Public Works Tech II classification, duties and past practice.

Qualifications

Rudimentary skills in one or more of the construction building trades.
Able to operate or accept instruction on the operation of construction equipment and tools.

Demonstrates concern with the limitations of equipment and safety in the operation of equipment.

Ability to get along with co-workers and the general public. Good physical condition.

Class "C" IEPA water plant operators license (desirable). Class B Commercial Driver’s License.

Ability to read and write English sufficient to perform job duties.

**Schedule**

This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.
Title: Public Works Tech III

Supervisor: Supt. of Public Works

Position Function: Under the general direction of the Supt. of Public Works, or Division Chief or personnel as assigned this position will perform routine work consisting of semi-skilled and unskilled tasks in the construction, operation, and maintenance of public works and capital improvements, water plant operations and water and sewer main repair.

Duty: Performs laborer work on public works projects, including but not limited to use of shovels, picks, rakes and brooms.

Locates city infrastructure.

Plows streets and performs salting of city streets.

Operates chipper.

Ensures safety procedures are applied and followed.

Ability to perform work in lesser work classifications.

Performs other duties as required consistent with the Public Works Tech III classification, duties and past practice.

Qualifications: Ability to accept instruction in the operation of power hand tools and equipment.

Good physical condition.

Ability to get along with co-workers and the general public. Class "C" IEPA water plant operators license (desirable). Class B Commercial Driver’s License.

Ability to read and write English sufficient to perform job duties.
Schedule
This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.

Department
Public Works

Supervisor
Supt. of Public Works

Position Function
Under the general direction of the Supt. of Public Works or Division Chief or personnel as assigned this position will performs routine work consisting of mostly unskilled tasks in the construction, operation, and maintenance of public works and capital improvements, water plant operations and water and sewer main repair.

Duty
Performs laborer work on public works projects, including but not limited to use of shovels, picks, rakes and brooms.

Plow streets and performs salting of city streets

Operates chipper.

Follows applicable safety procedures.

Performs other duties as required consistent with the Public Works Tech IV classification, duties and past practice.

Qualifications
Ability to accept instruction in the operation of power hand tools and equipment.

Good physical condition.

Ability to get along with co-workers and the general public. Class "C" IEPA water plant operators license (desirable). Class B Commercial Driver’s License.

Ability to read and write English sufficient to perform job duties.
Schedule

This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the collective bargaining agreement.
Title: Park Maintenance Full Time

Department: Parks Grounds Maintenance

Supervisor: Supt. of Public Works, Park Maintenance Foreman

Position Function: Under the general direction of the Park Maintenance Foreman this position, perform skilled and semi-skilled work in all areas of Park land and easement maintenance. The work includes mowing, park improvements, tree work, tree trimming, maintenance of mower, tractor, trucks and power tools and snow removal operations for city buildings and parking lots.

Duty: Follow schedule for mowing in all city parks and easements, park improvements, tree work, regular maintenance of parks and city property.

Ensures safety procedures are applied and followed.

Provide guidance to part-time, seasonal employees.

Ability to get along with co-workers and the general public.

Other duties as required consistent with the Park Maintenance classification, duties and past practice.

Qualifications:

Experience in tree care, landscape maintenance and repair.

Play zone safety certification (desirable, but not required).

Class B Commercial Driver’s License.

Ability to read and write English sufficient to perform job duties.

Schedule: This is a full-time position. Some overtime will likely be required, as well as availability for emergency work. Method used for determination of overtime compensation is identified in the salary ordinance and collective bargaining agreement.
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National Institute for Automotive Service Excellence Certifications for Mechanic

Auto/Light Truck Series

A1 Engine Repair

A2 Automatic Transmission/Transaxle A3 Manual Drive

Train and Axles A4 Suspension and Steering A5 Brakes

A6 Electrical/Electronics Systems A7 Heating and Air Conditioning A8 Engine Performance

Medium/Heavy Truck Series

T1 Gasoline Engines T2 Diesel

Engines T3 Drive Train T4 Brakes

T5 Suspension and Steering

T6 Electrical/Electronic Systems

T7 Heating, Ventilation, and Air Conditioning

T8 Preventive Maintenance Inspection