

**AGREEMENT BETWEEN**

**THE CITY OF HICKORY HILLS**  
**AND**  
**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION LOCAL 73**

**FOR THE**  
**DEPARTMENT OF PUBLIC WORKS**

**May 1, 2021 – April 30, 2026**

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**ARTICLE 1**  
**RECOGNITION**

**Section 1.1. Parties.** The parties to this Agreement are the City of Hickory Hills, Illinois (the "City") and the Service Employees International Union, Local 73, (the "Union") on behalf of the unit of City Employees ("Employee" or Employees") for whom the Union was certified as bargaining agent by the ISLRB in case number S-RC-319 as amended by case number S-AC-99-19.

**Section 1.2. Union Recognition by the City.** The City acknowledges Union's legal status as sole and exclusive collective bargaining agent, with authorities and responsibilities conferred pursuant to the Illinois Public Labor Relations Act, for Employees in the unit described above. This acknowledgment of status shall not be construed as creating any terms or conditions of employment express or implied, or as creating any obligation upon the City other than that which is created by law.

**Section 1.3. Recognition of the City's Rights by the Union.** Except as specifically limited by the express provisions of this Agreement, the City retains traditional rights to manage and direct the affairs of the City 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 City; to supervise and direct the working forces; to contract out work; to establish the qualifications for employment and to employ Employees; to schedule and assign work; to determine the workweek of Employees and to establish the starting and ending times of the workday; to assign or to transfer Employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay off or relieve Employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge Employees for just cause (probationary Employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency conditions as may be declared by the Mayor, the City Council, or the City Clerk, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

**Section 1.4. Maintenance of Economic Benefits.** All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered

temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.

### **Section 1.5. Union Security.**

(a) All Employees covered by this Agreement who are members of the Union shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment, but Employees shall, after having been employed for 90 days, pay a service fee to the Union for the purpose of administering the provisions of this Agreement. The City shall deduct an initiation fee in the amount of \$88.50 and remit the same to the Union upon an Employee first becoming a member thereof.

(b) Upon receipt of a voluntarily signed written due authorization card from an Employee covered by this Agreement, the City shall, during the term of this Agreement, deduct the uniform biweekly Union dues of such Employees from their pay and remit such deductions to the Secretary-Treasurer of the Union.

(c) In the event a non-probationary Employee covered by this Agreement does not voluntarily sign a written dues checkoff authorization, the City, after being requested to do so in writing by the Union, shall make an involuntary deduction from the pay of the Employee of the Employee's proportionate share of the service charge to administer this Agreement in an amount that does not exceed 100% of the uniform biweekly Union dues and shall remit such deduction to the Secretary-Treasurer of the Union. Prior to the start of each calendar year, the Union shall submit to the City an affidavit which specifies the amount which constitutes a non-member's proportionate share of the cost of administering this Agreement. The amount certified by the Union shall not include any cost for the contributions related to the election or support of any candidate for political office or for any member-only benefit.

(d) If a non-member challenges the amount of the service fee certified by the Union to the City, the Union agrees to place the non-member's service fee in an interest bearing escrow account at any appropriate financial institution during the pendency of proceedings to adjudicate the challenge. Moreover, the Union agrees that in the event of any challenge to the amount of the service fee, the City shall have a hearing conducted before the City Attorney, and that the Union will cooperate fully in providing any and all necessary financial information necessary for the City Attorney to determine the proportion of the Union's expenditures which are expended on administering this Agreement.

(e) The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the City or any Department of the City, at the direction of the Union for the purpose of complying with the provisions of this items.

**Section 1.6. Residency.** All Employees hired after May 1, 1994, shall be required to maintain actual and bona fide residence within the City of Hickory Hills or within a 15 mile radius of the intersection of 95th Street and Roberts Road.

## ARTICLE 2

### WORK OF THE UNIT

**Section 2.1. Contracting Out.** At the present time the City does contract out for the performance of certain work and intends to do so in the future; however, it is the general policy of the City to continue to utilize its Employees to perform work they are qualified to perform. The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. The City has no present intention to contract out any services which would cause a reduction in the work force. In the event the City may consider such contracting in the interest of efficiency, economy, or improved work product, or in response to workload changes, the City will provide the Union with notice and opportunity to be heard prior to any such implementation which would lead to a reduction in force of the Employees.

**Section 2.2. Part-Time Employees and Seasonal Employees.** The City will not hire any new part-time employees to perform the work of the employees represented by the Union without the consent of the Union. The City shall have the right to hire seasonal employees for the following reasons and time periods:

- a. Summer – For the period when school is not in session between semesters typically from the first weeks of May through Labor Day.
- b. Summer/Fall – For the period after college students' return to work and until grass cutting is discontinued but no later than October 31 of each calendar year, but not more than two such employees.
- c. December Holidays – For a period not in excess of 21 days encompassing Christmas Day and New Years Day on school breaks.
- d. Local Disasters – For a period not in excess of 14 days when a disaster has been declared by the Mayor and has resulted in work which needs immediate attention and for which the full-time employees are not sufficient to perform the necessary work in a timely manner.

All seasonal employees shall be at least 18 years of age at the time of hire. No seasonal employee shall be hired for more than 20 weeks, but less than 600 hours, during any calendar year. Seasonal employees can perform the traditional "above the ground" work that they have previously performed but will not perform any excavation work. The use of seasonal employees shall not deprive a full-time employee of overtime opportunities.

The City is authorized to hire a maximum of two temporary employees due to manpower shortages resulting from extended medical leave, extended workers compensation leave, or other similar extended absences from work. A temporary employee shall not be employed for more than 5 months, but less than 600 hours in a calendar year. The use of temporary employees shall

not deprive a full-time employee of overtime opportunities. Time served as a temporary employee shall not apply towards the 6-month probationary period in the event the temporary employee is ultimately hired on a full-time basis.

### ARTICLE 3

#### CLASSIFICATIONS

**Section 3.1. Existing Classifications.** The classifications or job titles referred to in this Agreement are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

**Section 3.2. New Classifications.** The City shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by Employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement or is a combination of job duties of existing classifications, and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to Employees in this bargaining unit, and the Union notifies the City of a desire to meet within 10 days of its receipt of the City's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the City shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the City free to assign a temporary rate pending resolution of negotiations. Paragraph 9 of this Agreement shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, the City shall institute its rate and the Union may file a grievance at Step 3 of the grievance procedure within 10 calendar days of notification of the City's decision. In the event such a grievance is appealed to arbitration, the rate set by the City shall be upheld if: it is reasonably consistent with existing rates paid pursuant to this Agreement, or if it is reasonably consistent with rates paid for similar work in the surrounding labor market, or if it is reasonably correspondent to the skills, responsibilities and working conditions applicable to the new or combined job as compared to the rates paid for other unit jobs. If the rate set by the City does not reasonably conform to at least one of the foregoing criteria, the Arbitrator shall have authority to set a rate which is consistent with all of the foregoing criteria.

**Section 3.3. Promotions.** In the event that there is a vacancy in the classification of Heavy Equipment Operator, Water Plant Operator-Class C, Water Plant Operator-Class C/Trainee, or Mechanic; the City shall give notice to the Union and post notice after it determines to fill said vacancy. The City has a policy of filling all vacancies with qualified people from within the Department. The City shall promote the most senior qualified Employee who applies for the vacancy. In the event that there are no qualified Employees on a Department, the City may hire from outside of the Department. Any Employee promoted shall be on a probationary status in the new classification for a period of 150 days during which time the City



may demote the Employee back to his old classification without any cause. In said event, the City shall promote as if an original vacancy. If the City uses an outside testing agency to conduct promotional examinations, then such testing agency shall provide a list of study materials not less than 45 days prior to the examination, which list shall be posted for the Employees. Any promotional list resulting from such testing shall be posted in rank order without grades and shall be valid for a period of three years from posting. Any Employee is eligible to test for any position, provided that the Employee is not on probationary status. A promotion to a vacant trainee position shall not subject the promoted employee to a rate of pay lower than his current rate.

**Section 3.4. Advancement in Grade.** Advancement in Tiers 10 through 4 Utility Operator/Laborer shall be automatic on May 1 following completion of one year of service in the prior tier. Salary increases due because of advancement in grade shall become effective on May 1, not on an Employee's anniversary date.

## ARTICLE 4

### HOURS OF WORK/OVERTIME

**Section 4.1. Hours of Work.** This Article describes the circumstances under which work performed by an Employee will be compensated at regular straight time rates and the circumstances under which extra pay differentials will be paid.

**Section 4.2. Overtime.** Overtime will be paid at 1.5 times the Employees regular straight time hourly rate for all hours worked after 40 hours in one week (weekly basis), or after 8 hours in one day (daily basis). A regular authorized holiday shall be considered as hours worked in computing overtime. If an Employee works more than 12 straight hours, the City will allow the Employee to have an 8-hour nonpaid rest period and report late for duty the next work day. In such case, the Employee shall only be paid on the next day for the hours worked. In the alternative, the Employee may use compensatory time to be compensated for any part of the nonpaid rest period. In the event that an Employee, on the fourth instance, does not report for scheduled work during a week in which he has received overtime on the basis of working more than 8 hours in one day, thereafter in that calendar year the City may elect that the Employee shall not receive overtime pay based upon working more than 8 hours in one day but only on the basis of working more than 40 hours in a week. In the event that an Employee chooses compensatory time in lieu of being paid for overtime, compensatory time shall be earned at the rate of 1 1/2 times the period of overtime worked.

**Section 4.2.1. Overtime-Holidays.** Overtime will be paid at 2.0 times the Employee's regular straight time hourly rate for all hours worked on Memorial Day, Street Fair Day (including between 6:00 pm through 12:00 am Saturday for Street Fair related activities only, as opposed to preparation and set up), July 4<sup>th</sup>, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas, Christmas Eve and New Years Day.

**Section 4.3. Standby Pay.** An Employee who is placed on standby or on-call status for a week will be paid 14 hours of pay at the overtime rate, which hours of standby will not be counted as hours worked for the purpose of other overtime compensation. It is the responsibility of such

Employee to answer any calls for service and it is the responsibility of such Employee to remain within the area where he can be reached through the communication system used by the City. It is the responsibility of the Employee to make sure that such system does work prior to going on standby. In the event that the Employee does not respond to a call for service while on standby, the Employee shall forfeit all 14 hours of pay for the week. The Employee has absolutely no excuse for missing such a call for service, unless the Employee has reported in writing prior to going on standby that certain communication equipment is not working.

Employees are required to answer the standby telephone request and punch in at the Department of Public Works within two (90) minutes. Failure to meet these time frames would forfeit 50% of standby pay for that week.

**Section 4.4. Call-Backs and Reporting Pay.** An Employee who is called back or called in to work after leaving work at the end of his regular work shift and prior to the start of his next regularly scheduled work shift, or answers a call while on standby, shall be guaranteed at least two hours work at the applicable rate, or pay in lieu thereof. An Employee who reports to work at his regular shift starting time, shall be guaranteed not less than two hours' work or pay in lieu thereof unless he was notified not to report by notice posted in the work-place prior to the end of the preceding regular shift, or notified in person prior to one hour before the regular shift starting time, or unless the cause of the no-work situation was an Act of God or otherwise reasonably beyond the City's control. An employee who is called back or called in to work between the hours of 12:00 midnight and 4:00 a.m. shall receive a \$40.00 incentive in addition to all other compensation.

**Section 4.5. Overtime Distribution.** The City shall distribute overtime and standby opportunities to similarly-classified Employees on a reasonably equitable basis subject to the following:

(a) an Employee who fails/refuses or is unable to work the overtime assignment shall, for distribution purposes, be charged with the hours assigned or offered;

(b) when the need for overtime is known by the City in advance, the overtime shall be assigned or offered to available, qualified Employees in reverse order of the charged/worked overtime accrual list (new Employees entering the classification shall be charged with the highest number of charged/worked hours on the accrual list);

(c) Employees shall accept and report for overtime work as assigned unless expressly excused by supervision for good cause; provided, in the event the amount of work to be done exceeds the number of available Employees qualified to perform the work, the City may at its option either require Employees to work, regardless of excuse, in reverse order of seniority or assign the work to others;

(d) the distribution shall be regarded as "reasonably equitable" so long as the difference in the number of worked or charged hours among similarly-classified Employees does not exceed 50;

(e) the sole remedy for failure to assign overtime in line with these provisions shall be

preference for future opportunities; under no circumstance shall the City be required to pay for time not actually worked.

**Section 4.6. Work Schedules.** The City guarantees that each Employee will be scheduled to work 40 hours per week. Employees shall be scheduled to work not less than eight hours per day (except during the summer period) and shall receive an unpaid lunch period. The normal hours of work shall be 7:00 a.m. through 3:30 p.m. on Monday through Friday except that the City shall have the right to establish different hours when circumstances dictate and is otherwise provided in this Agreement. In the event that the normal hours of work are changed, the City shall attempt to give at least 7-days notice except in emergency situations when not practicable. The starting times and sequence of worked days shall be determined by the City. Generally Employees shall be scheduled to work Monday through Friday, except during the summer period (as established by the City) where Employees may be scheduled to work four longer days and one short day. The City may schedule Employees (including seasonal employees) to work on Saturday as a regular work day, but the City will use reasonable efforts to not schedule more than two bargaining unit Employees on a Saturday in June, July and August except in cases of known need or in cases of emergency. The City will not schedule more than 15 weekends per year. During the summer schedule, overtime will not be paid on a daily basis except if the hours worked exceed 9 on that day. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time exclusive of overtime.

**Section 4.7. Pyramiding of Benefits.** Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Agreement.

**Section 4.8. Pumphouse Inspection Duty.** The City may schedule the system of pumphouse inspection duty in which case any Employee performing a daily pumphouse inspection during nonworking hours shall be compensated for 2 hours at the overtime rate.

**Section 4.9. Uniforms.** The City may require Employees to wear uniform clothing and hard toe safety shoes during work hours. All clothing with City identification shall remain the property of the City and must be returned upon termination. In November of each year, the City shall pay an annual uniform allowance of \$950 to each Employee to be used by the Employee for the purchase of work clothing, safety shoes, work gloves, winter parka coat, bib overalls and Employee/City identification provided thereon. The City shall continue to supply rain suits and rubber boots for the Employees. Failure to wear required clean uniform clothing or hard toe safety shoes shall subject an employee to discipline. All uniform clothing shall bear such identification marks as promulgated by the City.

**Section 4.10. Compensatory Time.** All overtime shall be paid in wages except where the Employee requests compensatory time. An Employee can accumulate no more than 80 hours of compensatory time. An Employee may use compensatory time as permitted by the Director of Public Works or as provided in this Agreement. The City is not required to pay Employees at an overtime rate in order to allow the use of compensatory time. Generally an Employee shall be entitled to use compensatory time within 12 months after earning the same provided that at least 7 days notice of the use of compensatory time is given, unless waived by the City. Compensatory time may not be allowed to be used by a Heavy Equipment Operator on any day where two or more heavy equipment operators are not scheduled to work or are not working. The scheduling of compensatory time is not subject to the grievance procedure. At the request of an Employee,

the City shall purchase in December of each year any amount of compensatory time that the Employee has earned and requested to be purchased.

**Section 4.11. Crew Chief.** In the event that it becomes necessary for the City to designate an Employee to supervise field operations, the Employee designated shall be compensated for such assignment by being paid for one (1) hour of lunch at the overtime rate. No employee may be designated as Crew Chief without the consent of that employee.

## ARTICLE 5

### STRIKES AND LOCKOUTS

**Section 5.1. No Strikes During Term of Agreement.** There shall be no strikes, walkouts, slowdowns, sit-ins or other refusals to perform assigned work nor any picketing or patrolling of City work or City premises by any Employee acting alone or in concert with others; nor shall any Employee or the Union instigate, incite, participate in or condone any such activity. These prohibitions apply regardless of the reasons asserted in justification of such activity; such reasons include without limitation grievances, non-grievance disputes, personal disputes, expression of sympathy with other unions or individuals, and/or matters subject to court of ISL12B jurisdiction.

Any Employee who violates the foregoing prohibitions may be discharged or disciplined at the sole discretion of the City, and any grievance matters pending at such time shall be conclusively resolved in favor of the City's action or last answer. The City retains the right to seek judicial relief from any such action, including an action for injunction against the conduct and damages from the Union or perpetrators. The only issue which may be referred to arbitration is whether or not the cited individual actually engaged in prohibited activities.

**Section 5.2. No Lockouts.** There shall be no lockouts during the term of this Agreement (layoffs and discipline or discharges for cause are not considered "lockouts").

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### **Section 6.1. Grievance.**

**(a) Definition:** A "grievance" is a disagreement between an Employee and the City or the Union and the City regarding the terms of the Agreement or the inequitable, arbitrary, or capricious application of rules of the Department, personnel policies, or regulations of the City affecting unit Employees. The Union must be the grievant in all cases and is the exclusive representative with the power to bring a grievance on behalf of an Employee.

#### **(b) Steps:**

- (1) Written presentation to Director of Public Works;
- (2) Written appeal to Mayor;
- (3) Written appeal to Arbitration.

**(c) Time Limits:**

- |            |   |
|------------|---|
| For step 1 | 5 workdays after the event giving rise to the grievance (the "event");  |
| For step 2 | 10 workdays after receipt of Director's answer or 10 days after the event giving rise to the grievance, whichever first occurs; |
| For step 3 | 10 workdays after receipt of the Mayor's answer to the Step 2 appeal, or 20 days after the event, whichever first occurs.       |

Any grievance not presented or appealed within the foregoing time limits shall be regarded for all purposes as having been waived, dropped and/or settled on the basis of the City's action or last response.

**(d) Arbitration**

(1) Procedure. Only the Union may take an appeal to arbitration. The Union must, within the time specified above, file with the Mayor a written notice of intent to arbitrate specifying the grievance number. The Mayor's office upon receipt of the appeal shall then submit to the FMCS a joint request for a panel of 5 impartial arbitrators, who are members of the National Academy of Arbitrators and located within the States of Illinois, Wisconsin, Indiana, or Michigan. Upon receipt of the panel, the Union, as moving party, shall strike 2 names, the City shall then strike 2 of the remaining names, and the name not struck by either party shall be the Arbitrator.

(2) Authority of the Arbitrator. The Arbitrator shall hear only one grievance. Multiple grievance arbitration shall not be held except by special agreement of both parties. The Arbitrator shall act in a judicial, not legislative, capacity. He/she shall confine him/herself strictly to the letter of the Agreement and shall not by way of reasoning, opinion, suggestion, holding, or award add to, ignore, modify or amend any term or terms of this Agreement. Time limits and other procedural requirements are considered mandatory. The Arbitrator shall not have authority to construe any transactions, practices, alleged understandings or the like existing outside of this Agreement as contractual or as modifying of any written provision of this Agreement or as an aid to interpretation of this Agreement unless such transaction, practice, understanding or the like has been reduced to writing, dated during the term of this Agreement, executed by the Mayor and by the Union and expressly provides that its terms are subject to this arbitration procedure. The Arbitrator's award, if in compliance

with this Agreement, shall be final and binding on the City, the Union, and Employees.

(3) Fees and Expenses: The Arbitrator's fees and expenses, and the fees and expenses of a qualified court reporter incurred in recording the proceeding and making a transcript thereof shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

## ARTICLE 7

### SENIORITY

**Section 7.1. Definition.** "Seniority" is the length of a full-time employee's continuous employment by the City since his/her most recent date of employment or reemployment within the Department of Public Works. Seniority shall not include employment as a seasonal employee or temporary employee.

**Section 7.2. Acquisition of Seniority.** Seniority is acquired by successfully completing a probationary period equal to 6 calendar months following date of hire or rehire as a full-time employee. The City may discipline a probationary employee with or without cause, notice, or hearing during the 6-month probationary period; and such action shall not be subject to review, appeal, or the grievance procedure. Employees hired but terminated prior to expiration of the probationary period do not acquire seniority. The probationary period may be extended only by mutual agreement of the City, the Union, and the affected Employee.

**Section 7.3. Effect of Seniority Status.** Seniority exists solely by reason of this Agreement, does not exist in the absence of this Agreement, and is applicable only to certain employment conditions described herein.

**Section 7.4. Termination of Seniority.** Seniority, and all rights associated therewith, shall terminate upon anyone of the following occurrences:

- (a) Discharge for just cause; or
- (b) Resignation of employment; or
- (c) Quit; or
- (d) Retirement; or
- (e) Any period of inactive employment status lasting one year or longer; or
- (f) Receipt of severance pay.

**Section 7.5. Application of Seniority.** As between Employees seeking the same leave time, vacation time, personal days or compensatory time; preference shall be given on the basis of seniority.

**Section 7.6. Layoffs/Recalls.**

(a) Indefinite Layoffs. Layoffs lasting or expected to last more than 5 workdays shall be effected in reverse order of total seniority among Employees working in the classification(s) to be reduced, subject to the test specified in Section 7.05. An Employee who is displaced from one classification shall be permitted to displace the least senior Employee then working in another, but lower-rated, classification (lower-rated in respect to base pay than the classification from which the Employee was laid om, if any, subject to the test specified in Section 7.05 and the displaced less senior Employee shall in turn be laid off.

(b) Recalls. Recalls shall be made in reverse order of layoff, subject to the test specified in Section 7.05.

**Section 7.7. Light Duty.** Due to the Americans with Disability Act (ADA) and the regulations promulgated thereunder, the City may be required to make a reasonable accommodation to the disability of an employee. Except as required by the ADA, the City is under no obligation to provide light duty. Light duty may include duties nor ordinarily performed by the employee, but such duties shall be related to the Department of Public Works.

**ARTICLE 8**

**COMPENSATION**

**Section 8.1. Wages.** Schedule A appended hereto and made a part hereof sets forth conditions of employment and the minimum rates payable for time actually worked and for time not worked but paid for pursuant to the paid time off provisions of this Agreement. The City reserves the discretionary right to pay rates in excess of the minimum to compensate for especially meritorious service; the City's decision to pay or not pay above the minimum shall not be the subject of a grievance or the basis of any charge or complaint before any arbitrator, court, or administrative agency. The pay periods for the Employees shall be the same as for other City Employees.

Employees with 20 or more consecutive years of service time shall receive an annual \$500 longevity bonus in November of each year.

**Section 8.2. Health Care.** Each Employee shall be covered by and subject to the health care plans which the City maintains generally for its Employees, as such may be amended from time to time. The City agrees that the Employee percentage of contribution towards the health care plans maintained by the City shall not increase from that in effect on May 1, 2016 (25% PPO; 20% HMO; 25% Dental and Vision). The City may act to increase or change the Employee co-payments and/or deductibles if such changes are applicable to all other City employees and the Union given notice of the changes before implementation. The above provision shall not apply to unilateral changes (including those required by law) instituted by the health insurance carrier to policies in the class of the City's policy.

The City shall establish an Insurance Committee for the purpose of achieving good medical coverage at a reasonable cost. The Insurance Committee shall consist of 5 members; one from the collective bargaining agent of the Chapter, one from the collective bargaining agent of the Police Department, one from the City employees who are not represented by a collective bargaining agent, and two from City management. Any changes in healthcare benefits or coverage, except those required by law or those unilaterally imposed by the insurance carrier, shall be discussed at the Insurance Committee prior to implementation by the City.

**Section 8.3. Retirement.** Employees shall be covered by and subject to retirement plans maintained by the City generally for Employees, as such plans may be amended from time to time. If the City offers the IMRF early retirement program, bargaining unit employees will be offered the same program as all City employees. The City agrees to cooperate in the implementation of a VEBA plan or VEMA plan provided that the City is not the plan administrator and there is no additional cost to the City. If there is another VEBA plan or VEMA plan already established for another group of City employees, then that plan shall be applicable and used by the Employees so that the City only has one outstanding post retirement plan.

Commencing in January 2010, and in January of each year thereafter, the City agrees to contribute \$100 per year to each Employee's account.

The City agrees to implement a system approved by the Union and the Employees which would permit unused sick days and compensatory time to be contributed to each Employee's account at the end of each fiscal year provided that such system complies with the IRS guidelines and provided that the number of days to be contributed shall not exceed 20 days per calendar year provided that an Employees must have at least 12 days remaining in his bank of sick days.

The City and the Union agree to work together to implement the provisions of this paragraph realizing that IRS regulations have not fully been promulgated.

The VEBA contribution schedule is appended as Schedule B to this Agreement.

**Section 8.4. Holidays.** Employees on the active payroll who possess seniority and who work as scheduled on the last City workday prior to, and on the first City workday following the holiday, and who are not scheduled to work on the holiday shall be accorded the following calendar days off with 8 hours pay:

|                |                        |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day       |
| Good Friday    | Day after Thanksgiving |
| Memorial Day   | Christmas Day          |
| July 4         | Christmas Eve          |
| Labor Day      | New Year's Eve         |

A holiday occurring on a weekend day shall be observed on the preceding Friday or following Monday as the City designates. A holiday falling during a vacation shall be observed as an added vacation day.



**Section 8.5. Vacations.** Each Employee with seniority shall receive one allotment of paid vacation days (at 8 times the rate specified for holidays) per year in line with the following schedule:

| <b>Year of Service</b>                              | <b>Vacation days</b> |
|---|----------------------|
| Less than 1 year                                    | 0                    |
| 2 <sup>nd</sup> year through 4 <sup>th</sup> year   | 10                   |
| 5 <sup>th</sup> year through 9 <sup>th</sup> year   | 15                   |
| 10 <sup>th</sup> year through 15 <sup>th</sup> year | 20                   |
| 16 <sup>th</sup> year through 19 <sup>th</sup> year | 22                   |
| 20 <sup>th</sup> year and thereafter                | 25                   |

For all employees hired subsequent to August 1, 2009, the maximum amount of vacation is 20 days per calendar year, which is achieved in the 10<sup>th</sup> year of service.

Employees completing five, ten or twenty years of service are eligible to take their additional week of vacation after their anniversary date in the same calendar year. New Employees are eligible to take their ten days of vacation after their first anniversary date (completion of one year of service) in the same calendar year. Employees having anniversary dates from October 1 to and through December 31 shall have until May 1 of the following year to use their additional five/ten days of vacation.

Employees may schedule up to one week of their vacation on a daily basis. Management may require notice, up to five (5) working days, in advance of the day(s) the employee wishes to take off. Not more than four Employees (including the Mechanic) may be on vacation at any one time. A Heavy Equipment Operator may not use vacation time unless at least two other Heavy Equipment Operators are scheduled for work. The Mechanic and the Mechanic/Laborer may not use vacation time at the same time. The Maintenance Electrician/Laborer and the Maintenance Electrician/Laborer Trainee (or the second Maintenance Electrician/Laborer) may not use vacation at the same time.

All weekly vacation selections shall take precedence over daily selections. Conflicts over a daily vacation selection shall be resolved through mutual discussion of the parties involved. In the event this discussion does not resolve the dispute, management shall make the final decision.

Vacation pay will be paid in line with regular payroll distribution; provided, the City will arrange for direct deposit of a vacationing Employee's paycheck in any local bank of his choice with written authorization. Vacation requests shall be submitted according to a schedule determined by the Director. When one or more but not all such requests for the same period can be accepted due to operational needs, preference shall be given in line with relative seniority. No more than two employees are authorized to take vacation during the Street Fair. Otherwise, vacations may be taken before or after Street Fair Sunday provided that the employee is available to work on that date.

### **Section 8.6. Sick Days / Personal Days.**

(a) Employees shall earn sick leave by accumulating one day for each month worked. Employees may accumulate sick leave up to a total maximum of 240 days which may be converted to creditable service as permitted by the Illinois Municipal Retirement Fund.

(b) Sick leave is a term insurance-type benefit that should be used by the Employee only when needed and an Employee may charge time to sick leave only for the following reasons:

- (1) Non-service related illnesses or injury of an Employee that renders him/her unable to perform the duties of their position, except that an Employee shall not be eligible for sick leave benefits under this item for injuries incurred while working for another employer.
- (2) Illness of a member of the Employee's immediate family requiring the Employee's personal care and attendance, and which his/her reporting to work would create a hardship on the family. The determination of hardship shall be made by the Employee's Department Head.
- (3) Death of a member of the immediate family for which up to 3 consecutive work days shall be allowed which shall not be charged to sick leave. Member of the immediate family shall include: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, or as may be determined by the Department Head. The Employee may be required to submit a signed statement from the Funeral Director, verifying the attendance at the funeral. Up to 4 consecutive work days may be charged if a death requires travel of more than 300 miles.
- (4) The first 3 days off work because of an on-the-job injury, when said days are not covered by the State of Illinois Worker's Compensation Statutes.

(c) The rate of sick leave pay shall be the Employee's regular straight time hourly rate of pay in effect at the time the sick leave is being taken. Requests for paid sick leave shall not be made in excess of the total hours of accrued sick leave. When an absence chargeable to sick leave exceeds accrued sick leave hours, the balance may be charged at the Employee's request to accrued vacation hours or personal leave hours.

(d) It is the responsibility of each Employee requesting paid sick leave to notify the Director's office. Said notification shall be made not sooner than 2 hours before the shift starts and not later than when the shift starts. An Employee who becomes ill during the work period must notify their supervisor before leaving work, and the supervisor shall notify the Director's office before the Employee leaves work. The lack of proper notification shall cause the Employee to be absent without pay, unless the Employee can document that it was impossible to make such notification. Sick leave notification must be made each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Director's office.

(e) If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require an Employee requesting paid sick leave to furnish a written statement from a licensed practicing physician, certifying the reason for the absence and the inability of the Employee to report to work. In any case, such certification must be presented whenever sick leave is requested for 3 or more consecutive workdays. The City shall have the right, at its discretion, to verify an Employee's submitted certification and to require an Employee to be examined. Said examination shall be at the City's expense, and by a physician selected by the City, to determine the nature and extent of an illness or disability. As a result of verifying a physician's certification or the results of a physical examination, the City may approve or deny an Employee's sick leave requests, establish limits and conditions for further approved sick leave connected with the same illness or disability, or, if appropriate, institute disciplinary action for abuse of sick leave.

(f) Any Employee who is sick or disabled for 5 or more consecutive workdays, may be required, at the City's discretion, to secure and submit a written statement from a licensed practicing physician, certifying their capacity to return to work and resume the full duties of their position. Any Employee who is sick or disabled for 10 or more consecutive workdays shall be required to secure and submit said written statement. An Employee certified by a written physician's statement as capable for light duty work may be required, at the City's discretion, to return to work for such light duty work if such work is available. There is no obligation on the City to make available any light duty work. All Employees must be physically and mentally fit and able to perform all the duties of their job classification, including overtime duties. Any written release must be submitted to the Employee's supervisor before the Employee will be permitted to return to work.

(g) Employees, upon their resignation or retirement, may convert accrued sick leave for severance pay at the rate of 100% of their salary for the first 25 sick days and 75% of their salary for the balance, provided that such payments are made into the post-retirement health plan established under Section 8.3. Otherwise, employees, upon their resignation or retirement, may convert accrued sick leave for severance pay at the rate of 2 days of sick leave for 1 day of severance pay. This privilege shall not be applied to any Employee who is terminated for cause.

(h) Employees may elect to use not more than 6 sick days as personal days during any calendar year. Personal days shall be taken only when permitted by the Director under policies and procedures established by him. Such policies shall require that a request must be submitted not less than 5 days prior to use, except in cases of emergency where 5 day notice is not possible. Denial of a personal day is not subject to the grievance procedure.

(i) The Employee, once each calendar year, may require the City to buy back any amount of unused and accrued sick leave which the Employee has accrued in excess of 60 days at the rate of \$90.00 per day.

(j) For Employees hired subsequent to August 1, 2009, the maximum amount of sick days is 10 sick days per year which is earned at the rate of 5/6 day for each month worked.

**Section 8.7. Commercial Driver's License.** A commercial driver's license with endorsements necessary to operate Department of Public Works equipment is required to be maintained by all Employees. The City agrees to reimburse each Employee for the cost of such license paid to the Illinois Secretary of State.

**Section 8.8 Pro Rata Incentive Pay.** Any employee who would have received incentive pay for Water Supply Operator, Licensed Public Applicator and Arborist in November 2021 under the May 1, 2016 – April 30, 2021 Collective Bargaining Agreement shall receive pro rata incentive pay (i.e., 33.3% of the annual incentive pay amount) for 2021 only. The pro rata incentive pay shall be remitted by the City with the payment of retroactive wages.

**Section 8.9 Testing.** The City shall compensate an employee for the initial Water Supply Operator, Licensed Public Applicator and Arborist certification test and the initial recertification test during work hours. If the test is not available during work hours, the employee will not be compensated by the City. If the employee fails the initial or recertification tests, the employee must use paid time off for subsequent test. No more than four employees are allowed off (including, but not limited to, testing, personal days, comp. time and vacation days) for each test date.

**Section 8.10. Personal Leave.** In addition to benefits set forth herein, Employees shall be entitled to the use of 16 paid hours per calendar year as personal leave. An Employee shall not be denied the use of personal leave on the basis that such use will create an overtime obligation for the City. Personal leave shall be credited to the Employee at the beginning of each calendar year to be used during that calendar year. New Employees shall not be credited with personal leave until the January 1 following their date of employment and then shall be credited with 8 hours if hired on July 1 or after in the prior year or with 16 hours if hired before July 1 in the prior year. The Director of Public Works shall establish a policy for the scheduling of personal days which shall require not less than 7 business days notice except for unforeseen emergencies or if the shift is at maximum manpower. Once a personal day or compensatory day has been posted on the schedule, it cannot be bumped by another Employee. The maximum amount of personal leave is 16 hours per calendar year.

## ARTICLE 9

### TRANSFERS AND VACANCIES

**Section 9.1. Definitions.** For purposes of this Agreement, the term, "job" refers to work being performed on a regular basis by City Employees who are members of the bargaining unit described in Article I.

**Section 9.2. Job Vacancies and Transfers.** The City shall have sole and unreviewable discretion to decide whether or not a job vacancy exists, whether or not any such vacancy shall be filled permanently, temporarily, on a regular or irregular part-time basis, combined with another job or left open, and the identity of the individual who shall fill any such vacancy the

City decides to fill; provided that, if the City decides that a vacancy exists, and if the City shall decide to fill that vacancy on a full-time regular basis for an indefinite period expected to last 90 days or more, and if the vacancy was not created by a leave of absence of known duration (not exceeding six months), then, in such case where all of the foregoing factors exist, the City shall post notices of said vacancy for 3 workdays prior to filling the vacancy. Any Employee who gives notice of desire to fill the vacancy during that time and who is then assigned indefinitely to a job within a lower wage rate classification than is that of the posted vacancy, shall be considered by the City in line with the rules specified in Article VII; and provided further that, if the City shall temporarily transfer an Employee from a lower-rated to a higher-rated job and if the transfer lasts for one full workday or more and is not made for purposes of training or to avoid a layoff, then the Employee shall receive the higher rate for the remaining period of transfer.

An Employee who is transferred to a lower-rated job for the convenience of the City and not in lieu of layoff shall continue to receive the higher rate. Any other transfer shall cause the transferred Employee to receive the applicable rate for the job.

## ARTICLE 10

### UNION RIGHTS

**Section 10.1. Bulletin Boards.** The City shall provide one space accessible to all Employees for a Union bulletin board measuring not larger than 24"x24". The Union may use such board for posting of meeting notices and non-controversial announcements.

**Section 10.2. Access to Premises.** The Union business agent shall have access to City premises for purposes of conducting union business provided there is no interference with work and the supervisor is advised. The City shall notify the Union of all new hires who pass the probationary period. The City shall provide the Union with an updated seniority roster and turnover listing once each six (6) months, if there are any changes from the last roster and list.

## ARTICLE 11

### LEAVES OF ABSENCE

**Section 11.1. Eligibility.** Each seniority Employee shall be eligible for unpaid leave of absence for good cause other than to seek or engage in other employment, subject to the terms and conditions set forth in Section 11.02. Relative seniority shall govern priority for available leave time.

**Section 11.2. Terms and Conditions.** A leave of absence must be formally requested of the City through the Mayor or his designee in writing which specifies the reason for leave,

the commencement, and the termination of same. Approval for the request must be evidenced by the signed endorsement of the Mayor. A leave request need not be approved if the Employee's absence will cause disruption of the work of the City which cannot be remedied in sufficient time by the employment of new Employees. No more than two Employees may be on leave for reasons other than Employee illness, Union business, injury, or military service, at anyone time. No more than four leaves of absence per year may be granted. A leave of absence shall be for a period of at least 30 days but not more than one year. At least 30 days prior written request shall be made for the leave of absence (unless impracticable). Once application is made for a leave of absence, the application may not be withdrawn or retracted without the consent of the City, and the City may hire replacement Employees based solely on the application. No benefits shall accrue or continue during any leave of absence. Any Employee on a leave of absence shall be granted a preferential right to rehire upon completion of the leave of absence but said preferential right shall not exceed a period of one year following completion of the leave of absence.

## ARTICLE 12

### DISCIPLINE

**Section 12.1. Disciplinary Measures.** For purposes of this Agreement, "discipline" means: oral reprimand, written reprimand, suspension, and termination of employment (discharge). "Suspension" may be partial or total removal from full-time active duty.

**Section 12.2. Just Cause Standard.** The City shall not discipline an Employee in seniority status without just cause. Non-seniority Employees (probationary Employees) may be disciplined with or without just cause. "Just Cause" means but is not limited to an Employee being indicted or convicted of any criminal offense, failing to maintain a minimum standard of performance, having some physical or mental ailment, disease, illness, injury or defect which does not allow the performance of all duties. violating any ordinance of the City concerning work or Employee procedures, failing to obey any order or direction of a superior, making a false statement in an employment application, being absent from duty without proper authorization, being guilty of any conduct which renders continued employment detrimental to the discipline, efficiency or reputation of the Department of Public Works, or failing to comply with conditions of employment established by the City Council or Director of Public Works.

**Section 12.3. Other Actions.** Informal warnings, suggestions for improvement, counseling regarding poor work, inefficiency, poor attendance, or bad attitude, which are not made a matter of record are not to be regarded as discipline and are not governed by the "just cause" standard.

**Section 12.4. Union Notification.** The Union shall be notified of any action taken to impose discipline on an Employee by suspension or discharge. Delay or failure to give such notice shall not affect the validity of the action if otherwise in accord with the just cause

standard, but shall toll the time limit for appealing such action through the Grievance procedure.

**Section 12.5. Right to Establish Rules Unaffected.** Nothing in this Article other than the requirement for just cause shall detract from the City's rights as described under Article I to set rules and standards of conduct, work performance, efficiency and the like.

## ARTICLE 13

### SCOPE AND DURATION OF AGREEMENT

**Section 13.1. Retroactivity.** For all Employees who remain in the employ of the City on the date of execution of this Agreement the change in wage rates as set forth in Section 8.1 shall be retroactive to May 1, 2021, with payment to be made within 30 days after the date of execution of this Agreement.

**Section 13.2. Savings.** If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by State or Federal law, or modified or affected by the subsequent enactment of any State or Federal law, or held invalid and unenforceable by operation of any State or Federal law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by any State or Federal law .In such event, the City and the Union agree to promptly begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article Five, Strikes and Lockouts, shall remain in full force and effect.

**Section 13.3. Entire Agreement.** This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

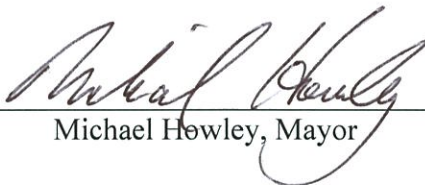
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement, or with respect to the effects upon Employees of the City's exercise of its rights under the Agreement.


**Section 13.4. Termination.** This Agreement shall be effective when fully executed and shall remain in full force and effect until 11:59 p.m. on April 30, 2026. It shall be automatically

renewed from year to year thereafter unless either party shall notify the other in writing at least 60 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than 10 days prior to the desired termination date which shall not be before April 30, 2026.


EXECUTED this \_\_\_ day of \_\_\_\_\_, 2021

**CITY OF HICKORY HILLS**

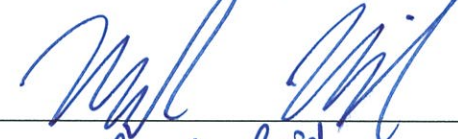
  
\_\_\_\_\_  
Michael Howley, Mayor

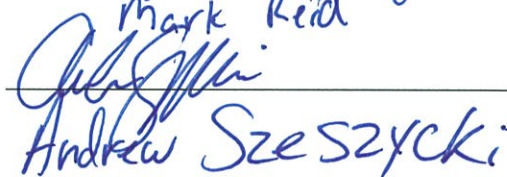
  
\_\_\_\_\_  
D'Lorah Catizone, City Clerk

**SEIU LOCAL 73**

  
\_\_\_\_\_  
Rodolfo Perez *Man Palmer*

**SEIU LOCAL 73 Bargaining Committee:**

  
\_\_\_\_\_  
*Mark Reid*

  
\_\_\_\_\_  
*Andrew Szeszycki*



## SCHEDULE A

| TITLE   | 5/1/21-<br>4/30/22 | 5/1/22-<br>4/30/23 | 5/1/23-<br>4/30/24 | 5/1/24-<br>4/30/25 | 5/1/25-<br>4/30/26<br>(“Me too” with<br>Police raise) |
|---|--------------------|--------------------|--------------------|--------------------|---|
| Heavy Equipment Operator with WPO Exam passed<br>(Max 6)*       | 40.06              | 41.06              | 42.09              | 43.14              | -   |
| HEAVY EQUIPMENT OPERATOR/TRAINEE                                | 36.54              | 37.45              | 38.39              | 39.35              | -   |
| WATER PLANT OPERATOR-CLASS C<br>(Maximum 1)                     | 45.67              | 46.81              | 47.98              | 49.18              | -   |
| WATER PLANT OPERATOR-CLASS C/TRAINEE<br>(Maximum 1)             | 41.39              | 42.42              | 43.49              | 44.57              | -   |
| MECHANIC - GRADE 1 (Maximum 1)                                  | 42.72              | 43.79              | 44.88              | 46.00              | -   |
| MECHANIC/LABORER - GRADE 2 (Maximum 1)                          |                    |                    |                    |                    |   |
| Maintenance Electrician/Laborer with WPO Exam<br>Passed (Max 2) | 38.01              | 38.96              | 39.93              | 40.93              | -   |
| MAINTENANCE ELECTRICIAN/LABORER<br>TRAINEE (Maximum 1)          |                    |                    |                    |                    |   |
| Utility Operator/Laborer – Tier 1 with 3 certificates           | 35.75              | 36.64              | 37.56              | 38.50              | -   |
| Utility Operator/Laborer – Tier 2 with 2 certificates           | 34.93              | 35.80              | 36.70              | 37.62              | -   |
| Utility Operator/Laborer – Tier 3 with 1 certificate            | 34.08              | 34.93              | 35.81              | 36.70              | -   |
| Utility Operator/Laborer – Tier 4                               | 32.59              | 33.40              | 34.24              | 35.10              | -   |
| Utility Operator/Laborer – Tier 5                               | 30.96              | 31.73              | 32.53              | 33.34              | -   |
| Utility Operator/Laborer – Tier 6                               | 28.59              | 29.30              | 30.04              | 30.79              | -   |
| Utility Operator/Laborer – Tier 7                               | 26.96              | 27.63              | 28.32              | 29.03              | -   |
| Utility Operator/Laborer – Tier 8                               | 24.59              | 25.20              | 25.83              | 26.48              | -   |
| Utility Operator/Laborer – Tier 9                               | 22.96              | 23.53              | 24.12              | 24.73              | -   |
| Utility Operator/Laborer – Tier 10                              | 20.59              | 21.10              | 21.63              | 22.17              | -   |

The maximum number of employees in the Heavy Equipment Operator and Heavy Equipment Operator/Trainee positions is a total of 6. It is mandatory that a Heavy Equipment Operator be in the Heavy Equipment Operator/Trainee position for a minimum of 2 years. Advancement to the Heavy Equipment Operator position takes place on the May 1 following the employee's serving 2 years as a trainee provided that any qualifying test is passed and a position is available.

A HEO Trainee vacancy list will be compiled with (1) interested employees, (2) who pass any qualifying testing, (3) if the position is available and (4) priority given in order of the date of passing the Water Plant Operator Class C exam was obtained, ties will be broken by seniority.

Existing Heavy Equipment Operators will have two years from the date of agreement, or until April 30, 2023, to pass Water Plant Operators Class C exam. The deadline will be extended to October 31, 2023, if the Heavy Equipment Operator demonstrates that he has taken the certification exam four times prior to the original deadline. If the Heavy Equipment Operator passes the certification examination during the extended deadline, he will receive retroactive pay to May 1, 2023. If the Heavy Equipment Operator does not obtain the requisite certification by April 30, 2023, or if applicable, the extended deadline, he shall be reclassified as a Utility Operator/Laborer at the applicable Tier. Notwithstanding the reclassification, he shall receive the 5/ 1/2022 – 4/30/2023 wage scale (\$41.06/hour) until the Water Plant Operator certification is obtained. If a Heavy Equipment Operator fails to retain the Water Plant Operator certification in good standing, he shall be reclassified as a Utility Operator Laborer at the applicable Tier and rate of pay according to the wage scale for that classification.

Mechanic/Laborer-Grade 2 and Maintenance Electrician/Laborer Trainee shall be paid \$0.75 per hour greater than applicable tier or existing employees current Tier.

The maximum number of employees in the Maintenance Electrician/Laborer and Maintenance Electrician/Labor Trainee is a total of 2. The Maintenance Electrician/Laborer must be in the Maintenance Electrician/laborer Trainee position for a minimum of 4 years. Advancement to Maintenance Electrician/Laborer takes place on May 1 following the 4 years as a trainee, passing the Water Plant Operators Class C exam, any qualifying test is passed, the position is available, and a promotion is authorized by the City Council.

No Employee shall qualify for a promotion to the title of Water Plant Operator-Class C without: (1) having served at least 2 years as a Water Plant Operator Trainee; (2) possess and maintain a valid Illinois Water Supply Operator Certificate-Class C for 5 years; and (3) have 10 years of DPW service.

No employee shall qualify for a promotion to the title of Water Plant Operator-Class C/Trainee without: (1) possessing and maintaining a valid Illinois Water Supply Operator Certificate-Class C; (2) have 5 years of DPW Service; (3) have served for 2 years as either a HEO/HEO Trainee or as an Electrician/Electrician Trainee; and (4) has been accepted as a Trainee for second position in #3, provided that any qualifying test is passed and position is available. Advancement to the Water Plant Operator Class C position takes place on the May 1 following the employee serving 2 years as a trainee provided that any qualifying test is passed and position is available

Utility Operator/Laborer will automatically advance every year until employee has reached and completed a full year in Tier 4. After a year is completed in Tier 4, the employee will advance to the higher Tier in which their current certifications, if any, apply. Certificates for advancement after Tier 4 include (1) Illinois Licensed Public Applicator, (2) Certified Arborist and 3) Water Supply Operator – Class C obtained certificate or Class E exam passed and IEPA considered “in Training” and may be obtained in any order.

All certifications must be obtained by May 1 to be applicable for any classification advancement and maintained in good standing for the employee's classification. Failure to maintain certifications in good standing will result in the employee classification to be adjusted. Newly hired employees that need to obtain a certification for their classification will have one year to complete.

Advancement in classifications become effective May 1, not on the employee's anniversary date.

## **SCHEDULE B**

### **VEBA CONTRIBUTION SCHEDULE POST-RETIREMENT HEALTH SAVINGS AS OF MAY 1, 2016**

#### **Public Works Unit Sick Day and Compensatory Time Contribution Schedule**

- 1-14 years of service: contribute 5 days with a minimum of 12 sick days balance
- 15-24 years of service: contribute 10 days with a minimum of 12 sick days balance
- 25 years of service: contribute 20 days with a minimum of 12 sick days balance (increase of 5 days as of May 1, 2012 contract).

Note: only 8 hour Compensatory Time increments count as 1 day contribution. Compensatory Time Day contributions are to be used before applying Sick Day contributions. Compensatory Time + Sick Day contributions apply to the above maximum day contributions.

Note: Per Side Agreement (Section 8.6g) approved February 14, 2013 effective May 1, 2012 (covers Sick Day contribution only): Upon resignation or retirement, an employee may convert accrued sick leave for severance pay at the rate of 50% of his salary. The election to convert accrued sick leave for severance pay must be made prior to the date of retirement. If the employee-retiree does not elect to sell back all of his sick days at a rate of 50% of his salary, then all (100%) of the accrued sick leave after the retirement date shall be contributed to the VEBA at a rate of 100% of the employee/retiree's salary for the first 25 days of accrued sick leave, and 75% of the salary for the remaining days. The privilege shall not be applied to any employee who is terminate for cause.