

**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

---

**RESOLUTION NO. R-22-59**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH  
THE IUOE LOCAL 150  
(Public Works/ 2023-2026)**

---

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1: Approval.** The corporate authorities of the Village of Deerfield hereby approve of the attached collective bargaining agreement with IUOE, for the years 2023-2026.

**SECTION 2: Authorizations.**

A. The Village President and Clerk are hereby authorized to execute and attest the attached Agreement.

B. The Village Manager is hereby authorized to forward a copy of this Resolution and Agreement to the Illinois Labor Relations Board.

**SECTION 3: Effective Date.** This Resolution is in full force and effect immediately upon its passage.

PASSED this 7th day of November, 2022.

AYES: Benton, Berg, Metts-Childers, Oppenheim, Seiden

NAYS: None

ABSENT: Jacoby

ABSTAIN: None

APPROVED this 7th day of November, 2022.



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

ATTEST:



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

**COLLECTIVE BARGAINING AGREEMENT**

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

**AND**

**VILLAGE OF DEERFIELD**

**January 1, 2023 to December 31, 2026**

# TABLE OF CONTENTS

	Page
<b>Preamble</b>	<b>4</b>
<b>Agreement</b>	<b>4</b>
<b>Article I Recognition</b>	<b>4</b>
Section 1.1 Recognition	4
Section 1.2 New Classifications	4
Section 1.3 Department Head Defined	5
<b>Article II Union Rights</b>	<b>5</b>
Section 2.1 Union Activity During Working Hours	5
Section 2.2 Time Off For Union Activities	5
Section 2.3 Union Bulletin Board	6
Section 2.4 Union Dues	6
Section 2.5 Hold Harmless	7
Section 2.6 Bargaining Rights	7
<b>Article III Management Rights</b>	<b>7</b>
<b>Article IV Seniority</b>	<b>8</b>
Section 4.1 Seniority Defined	8
Section 4.2 Breaks In Continuous Service	8
Section 4.3 Seniority List	9
Section 4.4 Probationary Employees	9
<b>Article V Hours Of Work And Overtime</b>	<b>9</b>
Section 5.1 Workday And Workweek	9
Section 5.2 Lunch/Rest Periods	10
Section 5.2.5 Rest Period – Winter Or Other Operations	10
Section 5.3 Overtime Compensation	11
Section 5.4 Overtime Distribution	11
Section 5.5 Callback	11
Section 5.6 Compensatory Time Off	12
Section 5.7 No Pyramiding	12
<b>Article VI Layoff And Recall</b>	<b>12</b>
Section 6.1 Definition And Notice	12
Section 6.2 General Procedures	12
Section 6.3 Recall Of Laid Off Employees	13
<b>Article VII Disciplinary Procedures</b>	<b>13</b>
Section 7.1 Employee Discipline	13
Section 7.2 Right To Representation	14
Section 7.3 Limitation on Use of Certain Disciplinary Records	14
<b>Article VIII Grievance Procedure</b>	<b>15</b>
Section 8.1 Grievance Defined	15
Section 8.2 Processing Of Grievance	15
Section 8.3 Grievance Steps	15
Section 8.4 Grievance Forms	17
Section 8.5 Settlements And Time Limits	17
Section 8.6 Union Stewards	17

<b>Article IX</b>	<b>Holidays</b>	<b>18</b>
Section 9.1	General Information	18
Section 9.2	Specific Applications	18
Section 9.3	Holiday Pay	18
Section 9.4	Flexible Work Hours On Holidays-Wastewater Treatment Facility	19
<b>Article X</b>	<b>Vacations</b>	<b>19</b>
Section 10.1	Vacation Accrual	19
Section 10.2	Vacation Usage	19
Section 10.3	Accumulated Vacation At Separation	20
<b>Article XI</b>	<b>Sick Leave</b>	<b>20</b>
Section 11.1	Sick Leave Accrual	20
Section 11.2	Sick Leave Use	20
<b>Article XII</b>	<b>Leaves Of Absence</b>	<b>21</b>
Section 12.1	Disability Leave	21
Section 12.1.5	Occupational Injury Leave	21
Section 12.2	Discretionary Leave Of Absence	23
Section 12.3	Funeral Leave	23
Section 12.4	Family And Medical Leave	23
Section 12.5	Jury Duty Leave	23
Section 12.6	Military Leave	23
Section 12.7	Leave Of Absence Without Pay	24
<b>Article XIII</b>	<b>Health/Life/Medical/Retiree Benefits</b>	<b>25</b>
Section 13.1	Medical Insurance Coverage	25
Section 13.2	Insurance Cost Allocation	25
Section 13.3	Disability/Retiree Insurance Coverage	26
Section 13.4	Eligibility For Insurance Coverage	26
Section 13.5	Insurance Coverage During Unpaid Leave	26
Section 13.6	Stoppage Of Coverage	26
Section 13.7	Life Insurance	26
Section 13.8	Dental Insurance	27
Section 13.9	Retiree Health Savings Plan	27
Section 13.10	Medical Exams	27
Section 13.11	Special Retirement Insurance Incentive	27
<b>Article XIV</b>	<b>Employee Training And Education</b>	<b>28</b>
Section 14.1	Compensation	28
Section 14.2	Educational Incentive	28
<b>Article XV</b>	<b>Safety</b>	<b>29</b>
Section 15.1	Unsafe Conditions	29
<b>Article XVI</b>	<b>Labor-Management Meetings</b>	<b>29</b>
Section 16.1	Labor-Management Conferences (LMC)	29
Section 16.2	Purpose	29
<b>Article XVII</b>	<b>Uniforms And Equipment</b>	<b>30</b>
Section 17.1	Uniforms/Boots	30
Section 17.2	Protective Clothing	30

<b>Article XVIII Personnel Records</b>	<b>30</b>
Section 18.1 Personnel Records	30
Section 18.2 Right Of Inspection And Copies	31
<b>Article XIX Non-Discrimination</b>	<b>31</b>
Section 19.1 Prohibition Against Discrimination	31
<b>Article XX No Strike / No Lockout</b>	<b>31</b>
Section 20.1 No Strike	31
Section 20.2 Consequences Of A Strike	31
Section 20.3 No Lockout	32
<b>Article XXI Wages</b>	<b>32</b>
Section 21.1 Wage Rates	32
Section 21.1.5 Longevity Pay	33
Section 21.2 Step Increments	33
Section 21.3 Compensation In Special Circumstances	33
Section 21.4 Performance Review	34
Section 21.5 Pay Periods	34
Section 21.6 On-Call Assignments	34
Section 21.7 Stipend For Certain Licenses	35
<b>Article XXII Subcontracting</b>	<b>36</b>
<b>Article XXIII Drug And Alcohol Policy</b>	<b>36</b>
<b>Article XXIV Posting Of Vacancies</b>	<b>36</b>
Section 24.1 Posting	36
<b>Article XXV Savings Clause</b>	<b>36</b>
<b>Article XXVI Termination</b>	<b>37</b>
<b>Appendix A PW Contract Pay Schedules</b>	<b>38 - 42</b>

## **PREAMBLE**

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

## **AGREEMENT**

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

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1.1: RECOGNITION**

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

**\*\*INCLUDED**

All full-time and regular part-time employees in the Deerfield Public Works Department identified in this Agreement and listed in Appendix A.

#### **SECTION 1.2: NEW CLASSIFICATIONS**

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

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

### **SECTION 1.3: DEPARTMENT HEAD DEFINED**

"Department Head" shall be defined as the Director of Public Works and Engineering, or his/her designee.

## **ARTICLE II**

### **UNION RIGHTS**

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

Union activities within Employer facilities shall be restricted to administering this agreement.

The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job to conduct Union business. The Stewards or his/her designees shall ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business. The Department Head reserves the right to allow not more than a reasonable number of employees to meet with a Union Steward at any given time, such meetings not to interrupt the working schedule. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided however, the Union provides reasonable prior notice to the Department Head and there is no interruption of scheduled work activities.

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

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State and International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize

accumulated time off (Holiday, Vacation Days, or Compensatory Time, but excluding sick time) in lieu of the employee taking such without pay. Under no circumstances shall more than one (1) Steward be permitted time off to partake in Union activities without the express permission of the Department Head.

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

The Employer shall provide a Union bulletin board at the Public Works Facility and the Water Reclamation Facility. The board(s) shall be for the sole and exclusive use of the Union.

### **SECTION 2.4: UNION DUES**

During the term of this Agreement, the Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- A. Union membership dues, fees, or assessments;
- B. Union sponsored credit and other benefit programs.

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

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

The Union shall certify the current amount of Union deductions.

## **SECTION 2.5: HOLD HARMLESS**

The Union shall have and save the Employer harmless for any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

## **SECTION 2.6: BARGAINING RIGHTS**

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

#### **SECTION 3.1: MANAGEMENT RIGHTS**

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its Village Manager and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees

without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to layoff employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

#### **ARTICLE IV**

#### **SENIORITY**

#### **SECTION 4.1: SENIORITY DEFINED**

An employee's seniority shall be defined as the period of the employee's most recent continuous regular employment with the Employer.

#### **SECTION 4.2: BREAKS IN CONTINUOUS SERVICE**

An employee's continuous service and seniority will be broken when he/she:

- A. Quits;
- B. Is discharged for just cause (probationary employees may be discharged without just cause);
- C. Is laid off pursuant to the express provisions of the applicable Agreement for a period of eighteen (18) months or more;
- D. Retires;
- E. Fails to report to work at the conclusion of an authorized leave of absence, or when fit to return to duty after a medical leave as determined by a doctor;
- F. Is laid off and fails to return to work within three (3) days of being recalled;

G. Fails to report to work or notify the Employer during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his/her control which could not be reasonably anticipated.

If an employee returns to work in any capacity for the Employer within twelve (12) months, the break from continuous work shall be removed from his/her record but there shall be no credit for the times between periods of employment.

### **SECTION 4.3: SENIORITY LIST**

Once each year, the Employer shall post a seniority list for each Public Works employee indicating each individual employee's seniority. A copy of the seniority list shall be sent to the Union when it is posted. A seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

### **SECTION 4.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first one (1) year of employment, with the Employer's option to extend that period for up to six (6) additional months. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she will acquire seniority retroactively from the date of employment. During the probationary period, no grievance shall be filed by or on behalf of such employee regarding discharge or discipline however he/she shall have all other applicable benefits under this agreement.

During the employee's probationary period, the employee may be suspended, laid off or terminated at the sole discretion of the Employer.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 5.1: WORKDAY AND WORKWEEK**

The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.

The normal workday and workweek schedule for bargaining unit employees shall be from 7:00 a.m. — 3:30 p.m., Monday — Friday. Pursuant to Employer policy, the workweek shall be defined as 12:00 a.m. Saturday through 11:59 p.m. Friday. In addition, employees shall be required to work additional time as may be required in the sole judgment of the Employer to serve the citizens and businesses of the community of the Village of Deerfield. Employees are required to report to work at the normal scheduled starting time. The Employer reserves the right to change employee starting times if necessary, from 6:00 a.m. to 7:30 a.m. in half-hour increments.

## **SECTION 5.2: LUNCH/REST PERIODS**

Employees shall be granted a one hour lunch (1/2 hour paid, 1/2 hour unpaid) during the midpoint of each day. Lunch shall generally be taken from approximately 11:30 AM to 12:30 PM, subject to pending work assignments. Additionally, where the requirements of the job require that employees work through their lunch period, employees shall be allowed to leave work thirty (30) minutes early. Employees shall be granted up to fifteen (15) minutes of clean-up time at the end of their shift.

### **SECTION 5.2.5: REST PERIOD — WINTER OR OTHER OPERATIONS**

During winter operations, or other operations where it is necessary for extended work periods, employees may be directed by the Employer to serve a reduced period during their normal work day to prepare for a storm or other emergency operation. Employees shall not be required to, but may be permitted to, take accrued leave to fill out said shortened normal day. This section is not intended to extend or alter the starting time (except as provided in Section 5.1) for the purpose of reducing the hours worked that qualify as overtime; nor to require employer to pay for employee normal hours not worked due to early dismissal, except as provided in the following paragraphs.

If an employee is directed by the Employer to serve a reduced period during their normal workday in anticipation of a callback for a storm or other operation and is not called back to work for that storm or other operation, then the employee shall be compensated at his normal rate for any hours not worked during the period between 7 AM and 3:30 PM on the reduced period day.

If an employee was called back for the anticipated storm or other emergency operation prior to a normal work day, he shall not be sent home during the hours of 7 AM to 3:30 PM unless

the employee agrees to said shortened work day. Employees shall not be required to, but may be permitted to, take accrued leave to fill out said shortened day.

### **SECTION 5.3: OVERTIME COMPENSATION**

A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay for all hours worked outside of his/her regularly scheduled hours, including holidays, except as designated in Section 9.3.

### **SECTION 5.4: OVERTIME DISTRIBUTION**

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job that extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services which may result in the assignment of overtime. The Employer reserves the right to assign overtime as outlined in Section 5.1. The Employer will offer voluntary overtime opportunities to employees. If an insufficient number of volunteers so respond, the Employer shall assign overtime on the basis of reverse seniority. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience for the conclusion of a particular assignment.

The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work other personnel on said overtime without violating the Agreement. The foregoing does not apply to seasonal help hired by the Employer in accordance with past practice.

### **SECTION 5.5: CALLBACK**

Employees called in on an off-duty time after leaving the work premises will be compensated at the rate of time and one half (1 1/2) (double time on Employer recognized holidays) with a minimum of two (2) hours compensation being granted, one hour of drive time and one hour of work time. Employees held over are not eligible for drive time overtime. If an employee is off work on a regular work day (7AM-3:30 PM M-F) on vacation, comp time or personal day, and the employee is called back to work, the employee will not lose that paid

time off, and will be compensated 1 hour at the overtime rate for travel, in addition to straight-time pay on the job.

**SECTION 5.6: COMPENSATORY TIME OFF**

The Employer agrees to grant compensatory time off in lieu of overtime payment at the employee's discretion and at the same overtime rate. Employees shall be allowed to accumulate up to a maximum of a rolling forty (40) hours. Compensatory time off shall be granted at the employee's request at such time and in such blocks as are mutually agreed between the employee and his/her immediate supervisor, subject to the operational needs of the department. Permission to use compensatory time shall not be unreasonably denied. The Employer or the employee shall be permitted to cash out accrued compensatory time once per year at the fiscal year end.

**SECTION 5.7: NO PYRAMIDING**

Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VI**

**LAYOFF AND RECALL**

**SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer, at its discretion, shall determine whether layoffs are necessary. Except in an emergency, no layoff will occur without at least twenty-one (21) days' notification to the Union.

**SECTION 6.2: GENERAL PROCEDURES**

If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as outlined in Article IV. However, prior to laying off any bargaining unit employees, all probationary or permanent part-time employees shall be laid off or terminated, as the case may be. The Employer agrees to consult the Union, upon

request, and afford the Union an opportunity to negotiate the impact and propose alternatives to the layoff, though such consultation/negotiation shall not be used to delay the layoff.

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

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his/her designee(s) of his/her intention to return to work within three (3) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works or his/her designee(s) with his/her latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

## **ARTICLE VII**

### **DISCIPLINARY PROCEDURES**

#### **SECTION 7.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it will be imposed only for just cause. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance; one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

- A. Oral Reprimand - A verbal warning to the employee from a supervisor that if his/her actions continue, a written reprimand will be issued.
- B. Written Reprimand - A written reprimand shall be transmitted through the Director of Public Works to the employee and the Village Manager and shall state the specific actions leading to the reprimand. A copy of said reprimand shall be placed in the employee's personnel file.

C. Suspension - Temporary removal from duty status without pay of an employee for a specified or indefinite period. Suspension shall be approved by the Director of Public Works.

D. Demotion - An employee may be moved to a position in a class with a lower maximum salary rate for serious misconduct. Demotion shall be recommended by the Director of Public Works and approved by the Village Manager.

E. Dismissal - Dismissal shall be recommended by the Director of Public Works and approved by the Village Manager.

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

## **SECTION 7.2: RIGHT TO REPRESENTATION**

The employee shall be allowed to have a Union Steward present during any investigatory interview(s).

## **SECTION 7.3: LIMITATION ON USE OF CERTAIN DISCIPLINARY RECORDS**

Prior discipline which is more than twelve (12) months old will not be considered for purposes of progressive discipline provided the employee has not engaged in the same or similar misconduct during the preceding twelve (12) months. Discipline resulting from harassment, discrimination, workplace violence and violation of drug and alcohol workplace rules is not subject to this limitation.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation, or application of this Agreement.

**SECTION 8.2: PROCESSING OF GRIEVANCE**

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

**SECTION 8.3: GRIEVANCE STEPS**

**STEP ONE: DEPARTMENT HEAD**

The Union may submit the grievance to the Department Head within fifteen (15) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance or the day when the grievant and/or Union through the use of normal diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the specific contract provision(s) allegedly violated and the relief requested. The Department Head or his/her designee shall schedule a conference within ten (10) business days of the receipt of the grievance to attempt to adjust the matter. The Department Head or his/her designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Department Head or his/her designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

**STEP TWO: VILLAGE MANAGER**

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Village Manager within ten (10) business days of the response in step one or when such response was due. The Village Manager or his/her designee shall schedule a conference within

ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Village Manager or his/her designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Village Manager or his/her designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

### STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within ten (10) business days of the step two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Illinois-based arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The Union shall strike the first name from the first list. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of the arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract for the provisions of this Agreement.

The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have not authority to make a decision on any other issue not so submitted.

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

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

The arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs,

whichever is later. The arbitrator shall report his/her findings with a written opinion. The decision and opinion shall address solely the issue(s) raised in the written statement of the grievance as to whether there has been a violation of this Agreement. The award shall be consistent with applicable laws and rules and regulations of administrative bodies that have the force or effect of law. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with this award.

The decision and award of the arbitration shall be final and binding to the Union, employees, and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

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

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

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

If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Employer or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases) extend this limit by unilateral written notice.

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

Three (3) authorized bargaining unit representatives (one steward from wastewater and two others) shall be designated by the Union as the Stewards. Two (2) duly authorized bargaining

unit representatives shall be designated by the Union as the alternate Stewards. The Union will provide written notice to the Director of Public Works to identify the Stewards.

## **ARTICLE IX**

### **HOLIDAYS**

#### **SECTION 9.1: GENERAL INFORMATION**

Official holidays recognized by the Employer for employees are as follows:

New Year's Day	Labor Day
President's Day	Columbus Day
Thanksgiving Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Three Floating Personal Days

Employees will be paid for the holiday only if they are in an approved pay status the scheduled day before and the day following the holiday. Floating personal days may only be used with the prior approval of the employee's supervisor.

#### **SECTION 9.2: SPECIFIC APPLICATIONS**

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

#### **SECTION 9.3: HOLIDAY PAY**

Employees shall receive eight (8) hours pay for each holiday. Double time (2X) pay will only be earned for that time worked between 12:01 a.m. and 12:00 midnight on the actual holiday.

When an actual holiday falls on a weekend the observed holiday is on Monday (if the actual holiday falls on Sunday) or Friday (if the actual holiday falls on Saturday).

**SECTION 9.4: FLEXIBLE WORK HOURS ON HOLIDAYS —  
WASTEWATER TREATMENT FACILITY**

Employees at the wastewater reclamation facility (WRF) scheduled to work on any Village- recognized holiday may, with the approval of the WRF Superintendent, utilize flexible starting or ending hours.

**ARTICLE X  
VACATIONS**

**SECTION 10.1: VACATION ACCRUAL**

Vacations with pay will be granted in each calendar year to eligible employees as follows:

<u>Length of Continuous Service</u>	<u>Vacation Earned</u>	<u>Annual Accrual</u>
From 0 through the 48 months of continuous service	10/12 days per month	10 days
From 49 through 108 months of continuous service	15/12 days per month	15 days
From 109 through 228 months of continuous service	20/12 days per month	20 days
From 229 months of continuous service on	25/12 days per month	25 days

Upon completion of the initial six (6) month's employment, each employee shall be credited with five (5) days of vacation, and will continue to accrue vacation time each year thereafter in accordance with the above schedule.

**SECTION 10.2: VACATION USAGE**

A. No more than one year's vacation leave may be carried over by an employee to the following year. Up to one (1) year's equivalent accrued vacation may be sold back in any one (1) year to the employer prior to April 30 at eighty (80) percent of the employee's regular rate.

B. Vacation leave should be used in increments of one (1) week or multiples thereof. The Department Head may, at his/her discretion, approve vacation leave requests for periods of less than one week. Such approval shall not be unreasonably denied. The minimum increment of vacation time usage is one (1) hour.

C. Vacation allowances are exclusive of Saturdays, Sundays and holidays. If a holiday falls immediately before, after or during a scheduled vacation period, the holiday is not counted as a vacation day.

D. No more than two (2) employees in any division may schedule vacation during the same period of time. During leaf pick-up season, no more than one (1) employee in any division may schedule vacation time at a given time.

### **SECTION 10.3: ACCUMULATED VACATION AT SEPARATION**

Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

## **ARTICLE XI**

### **SICK LEAVE**

#### **SECTION 11.1: SICK LEAVE ACCRUAL**

Upon completion of six (6) months of employment, employees shall accrue sick leave at the rate of one (1) day for each month during which the employee is in the service of the Village. Each employee may accumulate unlimited sick leave.

Two months after retirement, an employee will receive one half (1/2) day's pay for each sick leave day accrued to a maximum of one hundred sixty (160) days at a rate equal to the employee's normal pay at the time of retirement. In order to be eligible for accrued sick leave payment, an employee must have been employed by the Employer for at least fifteen (15) consecutive years. If an employee has more than one hundred sixty (160) days accumulated, the employee shall only receive credit for one hundred sixty (160) days, which will be equal to eighty (80) full days of pay. Employees who leave the Employer's employ as a result of disciplinary action or terminate their employment without immediately drawing a pension do not qualify for the accrued sick leave payment.

#### **SECTION 11.2: SICK LEAVE USE**

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

- A. Incapacitation due to illness, injury, or disability;
- B. Personal medical or dental appointments which cannot be scheduled outside of normal work hours;
- C. Family illness (spouse or child) that requires an employee's presence. Should sick leave benefits be exhausted in the case of prolonged personal illness, the employee may utilize accrued vacation, holiday, or compensatory time for further sick leave allowances.

Sick leave is granted to employees as a privilege. It shall be used only when necessary and shall not be abused. If an employee is unable to report for work due to illness or other emergency, he/she must so inform his/her Department Head prior to the time set for beginning his/her regular duties. Failure to do so each day of absence, or at agreed intervals in the case of extended illness, shall result in a loss of that day's pay.

After three (3) days of absence, or if there is repeated recurrence of sick leave, the Department Head may require a medical certificate. As a mutual protection for the employee and the Employer, the Village Manager or Department Head may require an employee to submit to a complete physical examination by a physician designated by the Employer when, in his/her opinion, the performance of the employee may have become seriously limited or weakened by virtue of impaired health.

After an employee has taken sick leave on three occasions over a six month period, the Employer may require a physician's certificate for subsequent sick leave used within the next year. Employees who are unable to return to work after having exhausted their sick leave allowances will be given, if eligible, the option of 1) going on temporary disability through IMRF, or 2) using their vacation, holidays, or compensatory time for further sick leave allowances.

Employees who leave the Employer's service as a result of disciplinary action do not qualify for accrued sick leave payment.

The date of an employee's return following childbirth shall be governed by this Section and the Village's FMLA policies.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

#### **SECTION 12.1: DISABILITY LEAVE**

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

#### **SECTION 12.1.5 OCCUPATIONAL INJURY LEAVE**

Any employee who is injured in the course of duty shall be granted up to 15 days paid leave per 12 month period, without such leave being charged against any sick leave days which that employee may have accumulated.

Upon exhaustion of all injury leave, an employee may use any accumulated sick leave to supplement the payment from Workers' Compensation. Any leave used for this purpose from any leave account shall be charged in increments of at least 2 hours for every one day the employee has accumulated.

All employees of the Village are covered by Workers Compensation insurance, as provided in State statutes, in the event of accident or death occurring while on the job. This protection is in force regardless of who is at fault in the accident. It is necessary that the employee notify his/her Department Head as soon as possible of the accident, and in no event shall he/she delay notification longer than 24 hours. In the event of loss of time caused by the accident, such loss of time will be reported to the Human Resources Department, which will prepare all necessary correspondence. An employee must report to the Human Resources Department when returning to work from a lost time injury so as to establish the employee's claim.

In no case shall the total Workers' Compensation payments plus the supplemental payments charged to sick leave, injury leave, vacation or holidays be greater than the employee's regular wage.

To receive any of the above mentioned injury leave benefits, an employee must submit a physician's certificate stating the injury and the suggested amount of time off needed to allow the injury to heal.

During the period of disability, the injured employee shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this provision forfeits the continuing compensation from the time such employment begins. Any salary compensation due the injured employee from Workers Compensation or any salary due him/her from any type of insurance which may be carried by the Village shall revert to the Village during the time such employment continues. Any disabled employee receiving compensation under this provision shall not be entitled to any benefits for which he/she would qualify because of his/her disability under the provision of the Illinois Pension Code, as amended.

An employee who is eligible for occupational injury leave may be required to return to work for an available temporary light duty assignment. Light duty work shall be determined by the Department Head in consultation with the employee and the employee's physician. An employee on light duty may be assigned to work in any Village Department, but that decision lies solely with the Village. It shall be at the sole discretion of the Village to make such light-duty work available and to allow an employee to perform such light duty work.

## **SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition the Department Head for a special leave of absence. Such leave of absence is without pay and fringe benefits.

## **SECTION 12.3: FUNERAL LEAVE**

Employees may, upon the recommendation and at the discretion of the Department Head and with the approval of the Village Manager, be granted up to three (3) days with pay to attend the funeral of any of the following relatives: spouse, parent, child, stepchild, sibling, father/mother-in-law, grandparents, spouse's grandparents, or any other relative living in the same household with the employee. This leave may be extended up to a total of five (5) days with the prior approval of the Village Manager. Time allowed in each circumstance is governed by the immediacy of the relative and the distance to be traveled to attend the funeral, among other considerations. Requests for funeral leave will be considered as soon as possible following notice of the bereavement.

## **SECTION 12.4: FAMILY AND MEDICAL LEAVE ACT**

The parties agree that the Village may adopt such policies as it deems may be necessary or appropriate to implement the FMLA.

## **SECTION 12.5: JURY DUTY LEAVE**

Employees will be given leaves of absence to cover the time needed to complete jury service, when called. The leave is "with pay" to the extent that the Employer will pay the employee the difference between the payment for jury duty and the employee's regular daily pay at straight time. The employee will endorse each jury check to the Employer, and the Employer will in turn authorize payment of the employee's regular pay. Employees on jury duty are required to contact their supervisors each day to keep them apprised of the potential length of the jury service.

## **SECTION 12.6: MILITARY LEAVE**

Employees shall notify the Employer within three (3) calendar days of any notice to perform military duty. Employees shall have rights conferred by (50 ILCS 140/) Local Government Employees Benefits Continuation Act, (5 ILCS 325/) Military Leave of Absence Act, the (5 ILCS 330/) Public Employees Armed Services Rights Act, and any amended or other applicable law governing employment rights of members of the military. The Employer

agrees to pay the employee his/her regular salary as required under the statutes provided the employee returns all military base pay earned during such leave to the Employer. When an employee is absent due to military duty, and no signed official orders are available to the Employer, the differential pay will be made upon receipt of the employee's military paycheck.

Upon the expiration of such leave of absence, the employee will be restored to his/her former job classification at the same rate of pay, provided the employee applies for re-employment within ninety (90) days after discharge from active service or hospitalization continuing after discharge.

### **SECTION 12.7: LEAVE OF ABSENCE WITHOUT PAY**

Leave of absence without pay may be granted by the Village Manager when requested by such employee if such leave is deemed justified.

An employee requesting a leave of absence for any reason must submit a written request. The request must be approved by the Department Head and forwarded to the Village Manager who will make the final decision. Requests for a leave of absence must be made at least thirty days in advance of the requested leave to allow time to carry out this procedure. Sick leave and vacation benefits shall not be accrued while on leave of absence.

An employee granted a leave of absence without pay may keep his/her health insurance pursuant to COBRA regulations. Failure to make such arrangements, or regularly scheduled premium payments, will result in cancellation of the benefits. If a benefit is cancelled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

An employee's anniversary date shall be changed to reflect the amount of time of the leave if the leave is longer than thirty (30) days. If the leave is less than thirty (30) days, there will be no adjustment to the anniversary date.

Employees requesting a leave of absence without pay must be aware that any position may be eliminated or substantially changed; therefore, absolute assurance of reinstatement cannot be given.

The Village will attempt to place the former employee in a suitable position at the first opportunity.

Failure of an employee to report for duty within three (3) working days of the expiration of leave shall result in termination.

**ARTICLE XIII**

**HEALTH/LIFE/MEDICAL/RETIREE BENEFITS**

**SECTION 13.1: MEDICAL INSURANCE COVERAGE**

The Employer will provide group medical insurance for all regular employees who normally work a minimum of thirty (30) hours per week and their dependents as set forth herein. Notwithstanding the foregoing, the Employer retains the right to change insurance carriers or to self-insure or to adopt additional coverage alternatives or join a health insurance pool for the provision of medical benefits, dental benefits or life insurance. The Employer further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes made shall only take effect on the plan anniversary date, currently July 1.

**SECTION 13.2: INSURANCE COST ALLOCATION**

A. During the term of this contract, the employee premium share and deductible for all available insurance options are:

	Premium Share	Deductible
Employee	20%	\$ 750.00
Employee +1 and Family	20%	\$1,500.00

B. The Village will permit employees who are enrolled in one of the Village's health insurance plans to opt-out of the Village plan during open enrollment or as a result of a life change, provided such employees provide proof of other health insurance at the time of opt-out. During each full calendar month during which the employee is not covered by the Village plan, the Village will pay such employee \$175.00 per month. Any employee who opts out of the Village's insurance plan may apply to re-enroll at the next annual open enrollment, or as a result of a life change in accordance with the terms of the Village's health insurance plan. This benefit is not available to employees who change their status with respect to the Village plan but remain covered under the Village plan.

### **SECTION 13.3: DISABILITY/RETIREE INSURANCE COVERAGE**

Regular employees who retire or receive a disability pension from Deerfield may continue to be covered by the Employer's group policy, including dental but excluding life insurance, provided they have worked for the Employer for a minimum of ten (10) years and receive a pension from the Employer immediately upon their separation from service. Retirees and their dependents, if applicable, who opt for this benefit must participate in the Employer's health insurance program without interruption.

### **SECTION 13.4: ELIGIBILITY FOR INSURANCE COVERAGE**

A newly hired employee must work without interruption for a period of thirty (30) calendar days to be eligible for health and life insurance benefits and ninety (90) days to be eligible for dental benefits. Employee co-payments will not begin until eligibility is reached. Eligibility may also be affected by terms and provisions contained in the plan of benefits for the particular insurance coverage. A copy of the plan benefit summary is available for all employees.

### **SECTION 13.5: INSURANCE COVERAGE DURING UNPAID LEAVE**

Employees who are unable to work due to non-work related disability or other approved absence without pay may continue to be covered by the group policy, excluding life and dental insurance, if they pay the full cost of the insurance, monthly, in advance. Coverage may continue for the disabled employee until the employee is eligible for Medicare.

### **SECTION 13.6: STOPPAGE OF COVERAGE**

All coverages cease on the date of termination for employees leaving the service of the Employer. An employee or dependents may be eligible for continuation of coverage under COBRA provisions.

### **SECTION 13.7: LIFE INSURANCE**

The Employer will provide life insurance for each employee in the amount of seventy five thousand (\$75,000) dollars. The Village retains the right to change insurance carriers or to self-insure so long as the amount of coverage is maintained. Should the Village increase this

benefit amount to other employees, such benefit shall automatically apply to the employees covered by this agreement.

**SECTION 13.8: DENTAL INSURANCE**

Employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to other eligible non-bargaining unit employees.

**SECTION 13.9: RETIREE HEALTH SAVINGS PLAN**

The Employer has established by Resolution R-00-06, amended by R-07-08, a Retiree Health Care Plan under the basic format established by the ICMA Retirement Corporation. Under this program, a retiring employee will use any accumulated unused vacation, holiday, compensatory time and sick leave buy-out to pay for post-employment health care on a pre-tax basis. The Employer will continue this program as long as it is offered by ICMA Retirement Corporation.

**SECTION 13.10: MEDICAL EXAMS**

The Employer retains the right to require employees to submit to a medical examination at the expense of the Employer when, in the opinion of the Public Works Director, it is essential to the job performance.

**SECTION 13.11: SPECIAL RETIREMENT INSURANCE INCENTIVE**

Employees who are Tier I IMRF-retirement eligible who retire (i) during 2018 from and after the effective date of this Agreement or (ii) at any time during 2019 are eligible for a special post-employment health insurance incentive. For the first twenty-four (24) months after retirement, the employee may elect to remain covered by the Village health insurance with the following premium share:

Village	80%	Employee	20%
---------	-----	----------	-----

This incentive will end at the end of 2019. In order to be eligible for the incentive, the employee must provide the Village with six (6) months' prior written notice of retirement.

## **ARTICLE XIV**

### **EMPLOYEE TRAINING AND EDUCATION**

#### **SECTION 14.1: COMPENSATION**

The Employer agrees to compensate all employees for all training, schools, and courses which the Employer requires an employee to attend at the appropriate rate of pay, in accordance with Section 5.3 and past practice. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Employer's Travel Policy. The employee may be compensated for other expenses related to the offsite training, school, or course with prior approval by the Village Manager or Department Head.

#### **SECTION 14.2: EDUCATIONAL INCENTIVE**

Employees enrolled in college or graduate level courses will receive tuition reimbursement, subject to the following conditions:

A. Employees must complete one (1) year of service with the Employer prior to being eligible for participation in this program.

B. The employee must complete the appropriate forms and obtain prior approval from the Department Head or his/her designee and the Village Manager to take the course. The Village Manager's decision will be final.

C. The course must be related to the employee's work specialty. No more than three courses may be taken during any one semester.

D. Upon completion of the course, the employee must complete the appropriate form and present satisfactory evidence that he/she has completed the course with a mark of "B" or better, and a receipted bill from the college for the cost of the course.

E. Only actual tuition costs will be reimbursed. Books, supplies, travel expenses and meals are not eligible for reimbursement, provided, however, that any fees that are regularly charged as part of registering for a course or courses shall be included in the tuition costs to be reimbursed.

F. Tuition will be reimbursed at a rate of \$300 per credit hour for graduate level courses. Undergraduate credit hours will be reimbursed at a rate of \$150.

G. Employees must agree to continue to work for the Employer for at least one additional year for each year of 30 college credit hours obtained under this program or refund to the Employer a pro rata share of tuition payments.

## **ARTICLE XV**

### **SAFETY**

#### **SECTION 15.1: UNSAFE CONDITIONS**

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

## **ARTICLE XVI**

### **LABOR-MANAGEMENT MEETINGS**

#### **SECTION 16.1: LABOR-MANAGEMENT CONFERENCES (LMC)**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representative when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other or at a time mutually agreed upon by both parties, and shall be limited to:

A. Discussion of the implementation and general administration of this Agreement;

B. A sharing of general information of interest to the parties;

C. The identification of possible health and safety concerns.

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

#### **SECTION 16.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative. There shall be no loss of wages for attendance by Union Stewards and/or affected bargaining employees at

the LMC. Attendance at such conferences shall not interfere with required work time, and attendance, if during regularly scheduled work time, is permitted only upon reasonable notice to and prior approval of the Department Head, such approval not to be unreasonably withheld. The Department Head may approve attendance subject to the manpower needs of the department. Grievances or arbitrations shall not be discussed at these meetings.

## **ARTICLE XVII**

### **UNIFORMS AND EQUIPMENT**

#### **SECTION 17.1: UNIFORMS/BOOTS**

The Employer shall provide six hundred fifty (\$650) dollars per year for work uniforms for all new employees. All other employees shall receive six hundred (\$600) dollars per year for work uniforms. Such uniforms shall be limited to shirts, pants, outerwear, and approved safety boots. As appropriate, such items shall be affixed with Employer identification at its expense. Each employee will be able to carry over not more than two hundred (\$200) dollars from one year to the next if all funds are not used in a given year.

Employees shall be required to turn in items of clothing bearing the Village logo when employment with the Village terminates.

#### **SECTION 17.2: PROTECTIVE CLOTHING**

The Employer shall provide safety gear as necessary as determined by management.

## **ARTICLE XVIII**

### **PERSONNEL RECORDS**

#### **SECTION 18.1: PERSONNEL RECORDS**

Employee personnel files, disciplinary history, and investigative files relating to any employee covered by this Agreement shall be open and available for inspection by the affected employee during regular business hours, consistent with all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01 et. Seq. and subsequent revisions.

## **SECTION 18.2: RIGHT OF INSPECTION AND COPIES**

Unless otherwise set forth by the Illinois Personnel Record Review Act, an employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, free of charge, within two (2) business days.

## **ARTICLE XIX**

### **NON-DISCRIMINATION**

## **SECTION 19.1: PROHIBITION AGAINST DISCRIMINATION**

Neither the Employer nor the Union shall discriminate in any way against any employee on account of his/her Union activity or his/her refraining from such activity. Rights of employees pursuant to this article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

## **ARTICLE XX**

### **NO STRIKE / NO LOCKOUT**

## **SECTION 20.1: NO STRIKE**

Neither the Union, nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing, or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

## **SECTION 20.2: CONSEQUENCES OF A STRIKE**

### **A. Resumption of operations and Union liability:**

In the event of action prohibited by Section 20.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work and shall use their best efforts to receive a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**B. Discipline of strikers:**

Any employee who violates the provisions of Section 20.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*.

**C. Judicial restraint:**

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

**SECTION 20.3: NO LOCKOUT**

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

**ARTICLE XXI**

**WAGES**

**SECTION 21.1: WAGE RATES**

Effective to January 1, 2023, employees shall be paid on the basis of the salary schedule attached as Appendix A. Cost of living adjustments will be according to the schedule attached to this Agreement.

January 1, 2023	4%
January 1, 2024	4%
January 1, 2025	4%
January 1, 2026:	

For Contract Year 2026, in the event the Consumer Price Index for the Chicago metropolitan area for the year ending October, 2025, is greater than 4%, then the wage increase will be 4%. If the Consumer Price Index for the year ending October, 2025, is 4% or less, the wage increase for 2026 will be 3% even if the cost of living increase for this period is less than 3%. The wage table on **Appendix A** to this Agreement assumes a 3% increase for 2026, but the schedule will be adjusted to 4% in the event the Consumer Price Index for the year ending October, 2025, is greater than 4%.

### **SECTION 21.1.5 LONGEVITY PAY**

Longevity pay shall be provided in a lump sum each year of employment with the Village on the employee's anniversary date. Employees shall receive longevity pay as follows:

- 10 years of continuous service (paid beginning at the 121<sup>st</sup> month): \$500.00
- 15 years of continuous service (paid beginning at the 181<sup>st</sup> month): \$750.00
- 20 years of continuous service (paid beginning at the 241<sup>st</sup> month): \$1,000.00

All retroactive pay will be made within 60 days of ratification.

### **SECTION 21.2: STEP INCREMENTS**

Step movement will take place on individual Employees' anniversary dates. When an employee is promoted, future step increases will take place on the anniversary date in the new position. Advancement between steps shall automatically occur on the Employee's anniversary date, provided the employee's performance has been satisfactory as reasonably determined by the Employer. The Employer shall provide each employee one (1) month notice of any movement through the step system, provided that it is expressly understood that the failure to comply with the exact date does not result in automatic step movement.

Only those employees classified as Maintenance Operator I, have at least five (5) years with the Village of Deerfield as a Maintenance Operator I and meet the requirements of the objective criteria determined by the Employer may progress to Maintenance II or Operator II. There is no limit imposed to the number of Maintenance Operator II positions in the organization.

There is to be one Maintenance Operator III for each of the following divisions of the Public Works Department — Streets, Water, WRF, and Sewer. The Employer reserves the right to transfer Maintenance Operator III's from one division into another division in order to create balance across the department. The Employer will provide the opportunity for affected employees to volunteer for such movement. The Employer has no obligation to fill vacant MO III positions.

Movement from MO I to MO II is dependent upon meeting criteria developed by the Employer as set forth in the Employer's job criteria.

### **SECTION 21.3: COMPENSATION IN SPECIAL CIRCUMSTANCES**

A. When an MO III is promoted to foreman, such employee will be placed at the first step on the Foreman's scale with a higher wage than the employee was being paid as MO III on the date of promotion.

B. When either an MO II or a person from outside the bargaining unit is appointed to the position of foreman, that person will be placed at the lowest foreman's pay rate on the wage scale.

C. When (i) a foreman is absent for more than 21 days, and (ii) if an MO II is designated acting foreman due to the absence of an MO III in the division, the MO II will be paid at the lowest foreman's pay rate on the wage scale during the remaining time the MO II serves as acting foreman.

#### **SECTION 21.4: PERFORMANCE REVIEW**

A newly hired employee will be reviewed on job performance at or about seventy-five (75) days, six (6) months, and twelve (12) months after hire. After this time, performance reviews will be done on an annual basis to correspond with the employee's anniversary date, unless the Employer has determined that one additional review is needed at the Employee's eighteen (18) month anniversary date.

All reviews shall be in writing and will be reviewed in a conference with the employee by his or her supervisor. All reviews shall be approved by the Village Manager. Supervisors will discuss the review with the employee in order that the employee may be apprised of his/her progress and/or deficiencies, if any. Only evaluation forms as provided by the Village Manager shall be used.

#### **SECTION 21.5: PAY PERIODS**

A. Employees shall be paid bi-weekly on Friday.

B. When the Friday pay day is a bank holiday, pay shall be issued on the preceding Thursday.

New employees shall immediately enroll in the direct deposit program for the balance of their pay.

#### **SECTION 21.6: ON-CALL ASSIGNMENTS**

A. One (1) employee from the Streets Division, one (1) employee from a combination of the Water and Sewer Divisions, and one (1) employee from the wastewater reclamation facility (WRF) shall be assigned to on-call duty per week on a rotating basis within

that division throughout the year. The employee designated as on-call shall be the first responder to any work performed outside the normal work day. Employer reserves the right to structure the list of rotations. Employees have the option to switch on-call weeks or days (days as arranged between the employees without affecting the weekly pager pay) with other eligible employees within their division, subject to reasonable advance notice to the Employer. Each employee designated as on call will be paid \$125.00 per week per employee. Effective January 1, 2019, the on call pay will increase to \$150.00 per week. Effective January 1, 2021, the on call pay will increase to \$175.00 per week.

In order to be designated as on-call, employees must have three (3) years of experience in their division, subject to waiver by the Employer. Employees designated as on-call duty are required to carry cell phones provided by the Employer and report for duty at any time, upon a directive to do so by the Employer. Employee is responsible for assembling crews with not more than one (1) hour of response time, subject to the situation. If an employee designated as on-call fails to be physically present at the Village within one (1) hour after the call-out, the employee may be subject to discipline.

B. Employees who are able to respond to on-call assignments remotely with the use of technology will receive a minimum of one-hour pay at the overtime rate. The prior approval of the Department Head is required for a remote on-call assignment in excess of 2 hours.

#### **SECTION 21.7: STIPEND FOR CERTAIN LICENSES**

A. Current WRF employees who hold a Class 4 or above wastewater operator's license will receive an annual stipend of \$1,500.00, payable with the employee's first January paycheck.

B. Current employees who hold a Class C or above water operator's license will receive an annual stipend of \$500.00, payable with the employee's first January paycheck.

C. Employees who obtain one of the two licenses described above will be eligible for the stipend as of the January following the first full year the employee holds the license (For example, an employee obtaining a license in October, 2015, will be eligible for the stipend in January, 2017).

D. An employee shall be eligible for only 1 annual stipend.

**ARTICLE XXII**  
**SUBCONTRACTING**

The Village retains the right to subcontract work as it reasonably deems necessary, so long as such subcontract is not undertaken in an effort to retaliate against employee(s) for joining the Union. Except where an emergency exists, if the Village plans to lay off bargaining unit employees and to subcontract the work they perform, the Village shall notify the Union and offer the Union an opportunity to negotiate the impact of the planned layoff and subcontracting, including alternatives the Union may propose and the effect of the Village's decision on bargaining unit employees.

**ARTICLE XXIII**  
**DRUG AND ALCOHOL POLICY**

The Drug and Alcohol Policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix B, attached hereto and made a part hereof. Employees disciplined pursuant to the Policy may invoke the grievance procedure to challenge such discipline.

**ARTICLE XXIV**  
**POSTING OF VACANCIES**

**SECTION 24.1: POSTING**

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all Union bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

**ARTICLE XXV**  
**SAVINGS CLAUSE**

If any provision of this agreement or the application of any such provision should be rendered or declared invalid by any court action, or by any reason of any existing or subsequently

enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXVI**  
**TERMINATION**

This agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2026, whereupon, it shall be automatically rendered null and void. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiation shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiation and until notice of the termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7<sup>th</sup> day of November, 2022.

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Deanna M. DiStasio

**VILLAGE OF DEERFIELD**

By: \_\_\_\_\_

Ken S. Stet, Village Clerk

**APPENDIX A**

**PW CONTRACT PAY SCHEDULES**

<b>Title/Step</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<i>Maintenance Operator Trainee</i>	\$59,053	\$61,038	\$63,024	\$65,009	\$66,995	\$68,980	\$70,966	\$72,951	
<i>Maintenance Operator I</i>	\$69,340	\$71,670	\$74,000	\$76,331	\$78,661	\$80,992	\$83,322	\$85,652	
<i>Maintenance Operator II Associate Mechanic</i>	\$74,034	\$76,522	\$79,009	\$81,497	\$83,984	\$86,472	\$88,959	\$91,447	
<i>Maintenance Operator III Lab Technician</i>	\$80,013	\$82,702	\$85,390	\$88,078	\$90,766	\$93,455	\$96,143	\$98,831	
<i>Mechanic</i>	\$85,464	\$88,349	\$91,233	\$94,117	\$97,001	\$99,886	\$102,770	\$105,654	
<i>Street Foreman Sewer Foreman Garage Foreman WRF Foreman Water Foreman</i>	\$93,081	\$95,584	\$98,087	\$100,590	\$103,093	\$105,597	\$108,100	\$110,603	
<i>Meter Reader</i>	\$70,153	\$72,511	\$75,014	\$77,226	\$79,584	\$81,942	\$84,300	\$86,658	
<i>Custodian</i>	\$68,365	\$70,663	\$72,961	\$75,259	\$77,557	\$79,855	\$82,153	\$84,451	<i>Sherman</i> <b>\$88,070</b>
<i>WWOP 3</i>	\$83,510	\$86,316	\$89,123	\$91,929	\$94,736	\$97,542	\$100,349	\$103,155	
<i>Water Dist. Supervisor</i>	\$98,671	\$101,988	\$105,304	\$108,621	\$111,937	\$115,254	\$118,571	\$121,887	

\* Straight time hourly wage is calculated on a 2088 hour work year.

1/1/2023

<b>Title/Step</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<i>Maintenance Operator Trainee</i>	\$61,415	\$63,480	\$65,545	\$67,610	\$69,674	\$71,739	\$73,804	\$75,869	
<i>Maintenance Operator I</i>	\$72,113	\$74,537	\$76,960	\$79,384	\$81,808	\$84,231	\$86,655	\$89,078	
<i>Maintenance Operator II Associate Mechanic</i>	\$76,996	\$79,583	\$82,170	\$84,757	\$87,344	\$89,931	\$92,518	\$95,105	
<i>Maintenance Operator III Lab Technician</i>	\$83,214	\$86,010	\$88,806	\$91,601	\$94,397	\$97,193	\$99,989	\$102,785	
<i>Mechanic</i>	\$88,883	\$91,883	\$94,882	\$97,882	\$100,881	\$103,881	\$106,881	\$109,880	
<i>Street Foreman Sewer Foreman Garage Foreman WRF Foreman Water Foreman</i>	\$96,804	\$99,407	\$102,011	\$104,614	\$107,217	\$109,820	\$112,424	\$115,027	
<i>Meter Reader</i>	\$72,959	\$75,411	\$78,015	\$80,315	\$82,768	\$85,220	\$87,672	\$90,124	
<i>Custodian</i>	\$71,099	\$73,489	\$75,879	\$78,269	\$80,659	\$83,049	\$85,439	\$87,829	<i>Sherman</i> \$91,593
<i>WWOP 3</i>	\$86,850	\$89,769	\$92,688	\$95,606	\$98,525	\$101,444	\$104,363	\$107,281	
<i>Water Dist. Supervisor</i>	\$102,618	\$106,067	\$109,516	\$112,966	\$116,415	\$119,864	\$123,314	\$126,763	

\* Straight time hourly wage is calculated on a 2088 hour work year.

1/1/2024

2025  
PW Contract Pay Schedule

<b>Title/Step</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<i>Maintenance Operator Trainee</i>	\$63,872	\$66,019	\$68,167	\$70,314	\$72,461	\$74,609	\$76,756	\$78,904	
<i>Maintenance Operator I</i>	\$74,998	\$77,518	\$80,039	\$82,559	\$85,080	\$87,600	\$90,121	\$92,642	
<i>Maintenance Operator II Associate Mechanic</i>	\$80,076	\$82,766	\$85,456	\$88,147	\$90,837	\$93,528	\$96,218	\$98,909	
<i>Maintenance Operator III Lab Technician</i>	\$86,542	\$89,450	\$92,358	\$95,265	\$98,173	\$101,081	\$103,988	\$106,896	
<i>Mechanic</i>	\$92,438	\$95,558	\$98,677	\$101,797	\$104,917	\$108,036	\$111,156	\$114,275	
<i>Street Foreman Sewer Foreman Garage Foreman WRF Foreman Water Foreman</i>	\$100,676	\$103,384	\$106,091	\$108,798	\$111,506	\$114,213	\$116,921	\$119,628	
<i>Meter Reader</i>	\$75,877	\$78,427	\$81,135	\$83,528	\$86,078	\$88,629	\$91,179	\$93,729	
<i>Custodian</i>	\$73,943	\$76,429	\$78,914	\$81,400	\$83,885	\$86,371	\$88,856	\$91,342	<i>Sherman</i> \$95,257
<i>WWOP 3</i>	\$90,324	\$93,360	\$96,395	\$99,431	\$102,466	\$105,502	\$108,537	\$111,573	
<i>Water Dist. Supervisor</i>	\$106,723	\$110,310	\$113,897	\$117,484	\$121,072	\$124,659	\$128,246	\$131,833	

\* Straight time hourly wage is calculated on a 2088 hour work year.

1/1/2025

## PW Contract Pay Schedule

<b>Title/Step</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
<i>Maintenance Operator Trainee</i>	\$65,788	\$68,000	\$70,212	\$72,423	\$74,635	\$76,847	\$79,059	\$81,271	
<i>Maintenance Operator I</i>	\$77,248	\$79,844	\$82,440	\$85,036	\$87,632	\$90,228	\$92,825	\$95,421	
<i>Maintenance Operator II Associate Mechanic</i>	\$82,478	\$85,249	\$88,020	\$90,791	\$93,562	\$96,334	\$99,105	\$101,876	
<i>Maintenance Operator III Lab Technician</i>	\$89,139	\$92,134	\$95,128	\$98,123	\$101,118	\$104,113	\$107,108	\$110,103	
<i>Mechanic</i>	\$95,211	\$98,425	\$101,638	\$104,851	\$108,064	\$111,277	\$114,490	\$117,704	
<i>Street Foreman Sewer Foreman Garage Foreman WRF Foreman Water Foreman</i>	\$103,696	\$106,485	\$109,274	\$112,062	\$114,851	\$117,640	\$120,428	\$123,217	
<i>Meter Reader</i>	\$78,153	\$80,780	\$83,569	\$86,034	\$88,661	\$91,287	\$93,914	\$96,541	
<i>Custodian</i>	\$76,162	\$78,722	\$81,282	\$83,842	\$86,402	\$88,962	\$91,522	\$94,082	<i>Sherman</i> \$98,114
<i>WWOP 3</i>	\$93,034	\$96,160	\$99,287	\$102,414	\$105,540	\$108,667	\$111,793	\$114,920	
<i>Water Dist. Supervisor</i>	\$109,924	\$113,619	\$117,314	\$121,009	\$124,704	\$128,399	\$132,093	\$135,788	

\* Straight time hourly wage is calculated on a 2088 hour work year.

1/1/2026