

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**THE CITY OF ZION
BUILDING DEPARTMENT**

EFFECTIVE MAY 1, 2021

THROUGH

APRIL 30, 2024

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AGREEMENT

This Agreement has been made and entered into by and between the City of Zion, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, to achieve full recognition for the value of employees and the vital and necessary work they perform, and to provide the best possible services for the citizens of Zion. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

ARTICLE I

RECOGNITION

SECTION 1.1: RECOGNITION

As certified by the Illinois State Labor Relations Board in Case No. S-RC-05-003, the City recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

INCLUDED: All full-time and regular part-time employees in the following job classifications: Building Inspector, Property Maintenance Inspector, Lead Property Maintenance Inspector, Lead Building Inspector, and Downtown Improvement Technician.

EXCLUDED: All supervisory, managerial and confidential employees.

SECTION 1.2: NEW CLASSIFICATIONS

The City shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the City may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the City, such rate shall be retroactive to the start of work in the classification. If the parties fail to agree on such a rate within thirty (30) days of the start of the work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II

UNION REPRESENTATION

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Upon prior request and approval of the appropriate supervisor, an employee shall be allowed to attend meetings with management or supervisors scheduled on work-time for the purpose of discussing disciplinary grievances provided the employee is directly involved in the matter or is a designated Union Steward or alternate.

Union Stewards shall be allowed to request to use paid leave (e.g., vacation or personal days) or unpaid leave (leaves of absence) for attending Union business. Such requests shall be handled under the same procedures and provisions of this Agreement that apply to such leave requests in all other situations.

SECTION 2.2: UNION BULLETIN BOARDS

The City shall provide one Union bulletin board at the Building and Zoning Department facility.

The Board shall be for the sole and exclusive use of the Union, and shall be separate from other City bulletin boards. Postings shall be of a non-political and non-inflammatory nature and a copy of each posting shall be provided to the Director of Building and Zoning.

SECTION 2.3: UNION STEWARDS

The Union shall designate one (1) duly authorized bargaining unit representatives plus one (1) alternate as the Stewards and will provide written notice to the City to identify the Stewards.

SECTION 2.4: RIGHT TO ACCESS

Union representatives shall be permitted to visit employees of the Building Department during working hours for the purpose of ascertaining whether or not this agreement is being observed by the parties, provided that the Union representatives give prior notice to the City where practicable and do not disrupt the employees' work. The City reserves the right to reasonable refuse the Union representatives' permission to visit the workplace in non-emergency situations when such visit is disruptive or excessive.

ARTICLE III

DUES CHECKOFF AND INDEMNIFICATION

SECTION 3.1: DEDUCTIONS

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the

City agrees to deduct the uniform dues or voluntary fair share payments of any member of the bargaining unit from his pay. Such deduction shall be remitted to the Union at the address designated by it. The amount of uniform dues established for each employee shall be in effect for the fiscal year or balance of the fiscal year for which such amount was established. The amount of uniform dues may be changed for any subsequent fiscal year by written notice to the City's Finance Department at least 30 days prior to the beginning of a new fiscal year, or within 30 days after ratification of this Agreement.

SECTION 3.3: INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION 4.1. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, The City retains all 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:

1. To plan, direct, control and determine all the operations and services of the City;
 2. To supervise and direct the working forces;
 3. To establish the qualifications for employment and to employ employees;
 4. To schedule and assign work;
 5. To establish work and productivity standards and, from time to time, to change those standards;
 6. To assign overtime;
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7. To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
 8. To make, alter, and enforce reasonable rules, regulations, orders and policies;
 9. To evaluate employees;

10. To discipline, suspend and discharge employees for just cause (probationary employees without cause);
11. To change or eliminate existing methods, equipment or facilities;
12. To establish, implement and maintain an effective internal control program;
13. To determine the overall budget; and
14. To carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V

HOURS OR WORK AND OVERTIME

SECTION 5.1: APPLICATION OF ARTICLE

The Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year.

SECTION 5.2: WORKDAY AND WORKWEEK

The normal workday for all full time employees is eight (8) consecutive hours and the normal workweek is forty (40) hours.

SECTION 5.3: NORMAL WORK SCHEDULES

A. The normal working schedules for bargaining unit employees is 7:00 a.m. to 4:00 p.m. or 8:00 a.m. to 5:00 p.m. Monday through Friday. Employees shall be permitted to pick shifts in order of seniority within the employees' classification.

B. The City reserves the right to adjust schedules on a temporary basis (not to exceed two weeks), provided it gives the Union five (5) working days' notice of such change.

C. Employees shall work one (1) Saturday per month in a four (4) or eight (8) hours duration with the same amount of hours being deducted from the preceding Friday, at the employee's discretion (e.g. If an employee works four (4) hours on Friday he/she shall work four (4) hour on Saturday; if an employee works zero (0) hours on Friday he/she shall work eight (8) hours on Saturday).

SECTION 5.4: LUNCH/REST PERIOD

- A. Bargaining unit employees shall be granted a one (1) hour unpaid lunches near the mid-point of each work shift.
- B. Bargaining unit employees shall be granted two (2) fifteen (15) minute paid breaks each day, one during the first half of the work shift and one during the second half of the work shift. Whenever necessary, the employee may elect to combine their breaks and/or lunch together.
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- C. Employees shall be ready to resume their work at the end of the break period without further preparation or travel.
- D. If a bargaining unit member is directed to work through their lunch and break periods, the employee shall be entitled to be paid at the appropriate rate of overtime. Employees must receive prior approval by their supervisor to work through their lunch period, if such results in overtime compensation.

SECTION 5.5: LIMIT ON REQUIRED OVERTIME

Bargaining unit employees are not required to work more than sixteen (16) hours straight without having at least a minimum of eight (8) hours rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the City. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission if, in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue.

SECTION 5.6: OVERTIME COMPENSATION - REGULAR

Except as provided in Section 5.7 below, an employee shall be paid overtime pay at the rate of one and one-half (1.5) times his regular hourly rate of pay for all hours worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include all compensated hours, except paid sick leave time. The need for overtime shall be determined by the Director of the Building and Zoning Department or his designee(s) pursuant to Article V. The Director of the Building and Zoning Department or his designee(s) will offer voluntary overtime opportunities to employees within job classifications. If an insufficient number of volunteers respond to the overtime opportunity the Director shall assign the remaining overtime within the job classification on the basis of inverse seniority.

An employee required to be at scheduled meetings outside working hours shall receive two (2) hours minimum pay at the rate of one and one-half (1.5) times his regular hourly rate of pay, except that employees required to participate in adjudication hearings shall be paid three (3) hours minimum pay at the rate of one and one-half (1.5) times his regular hourly rate of pay.

SECTION 5.7: OVERTIME COMPENSATION - WEEKENDS AND HOLIDAYS

An employee who works between 12:01 a.m. on Saturday and 11:59 p.m. Sunday shall be paid at

the rate of one and one-half (1.5) times his regular hourly rate of pay for all such hours worked, provided that the employee's regular work schedule does not include Saturday and Sunday. An employee working on a holiday shall be paid double time (2x) the employee's regular wage rate for hours worked on the holiday, with a minimum guarantee of two (2) hours work or pay.

SECTION 5.8: CALLBACK

A "callback" is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, beginning when the employee punches in. There shall be a guaranteed minimum of two (2) hours pay at the overtime rate for each callback. Callbacks shall be assigned within the job description, and bargaining unit members shall be responsible for the equitable distribution of overtime.

SECTION 5.9: PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI

SENIORITY

SECTION 6.1: SENIORITY DEFINED

The parties shall agree upon an existing seniority list. After agreement upon the initial seniority list, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the City's Building Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

1. An employee's employment with the City shall be considered terminated and his seniority broken when he:

- a) Quits;
- b) Is discharged for just cause (probationary employees without regard to just cause);
- c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two years;

- 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 the employee's doctor. Should the City disagree with the physician, it shall have the right to send the employee to a doctor of its own choosing and expense. Should there be a disagreement between the two doctors, the employee and the City shall mutually select a neutral third doctor whose opinion shall control. The cost of the third doctor shall be borne equally by the employee and the City;
- f) Is laid off and fails to report to work within fifteen (15) work days of being recalled;
- g) Fails to report to work or notify the City during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his control, which could not be reasonably anticipated or planned for.
- h) Once an employee reaches maximum medical improvement (MMI) or inability to perform the job is known, the employee must file for pension or disability within thirty (30) days.

SECTION 6.3: SENIORITY LIST

An updated seniority list will be posted by May 15th of each year. Objections to the accuracy of the list must be made, in writing, to the Director of Building and Zoning within ten (10) working days of the posting. If no objections are made within ten (10) working days of the posting or any revisions thereof, the list shall be deemed accurate. Copies of this list shall be provided to the Union Stewards.

SECTION 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first nine (9) months of employment. A newly-hired full-time employee who has previous experience working with the City as a part-time employee shall be credited with one-half of their prior service as time served on their probationary period; provided that the maximum credit such an employee shall receive is three (3) months. Upon the recommendation of the Director of Building and Zoning, the employee's probationary period may be extended up to three (3) additional months. Upon promotion, an employee will serve a 60-day probationary period to determine the employee's fitness for the new position, which probationary period may be extended by thirty (30) days. If the promoted employee does not pass the probationary period, he shall be advised of the reasons therefore, which reasons shall not be arbitrary, capricious or unreasonable. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he has completed his required probationary period. Upon such completion, he shall acquire seniority retroactively from the date of employment. During a new employee's probationary period, the employee may be disciplined, demoted, suspended, laid off, or terminated at the sole discretion of the City without recourse to the grievance procedure. After an employee completes his probationary period, he

shall receive one step increase, however there will be no more than one step increase in any twelve (12) month period.

ARTICLE VII

FILLING OF VACANCIES

SECTION 7.1: PERMANENT VACANCY

A permanent vacancy is created when the City determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within the bargaining unit: terminations, promotions, resignations or demotions.

SECTION 7.2: POSTING

Whenever a permanent vacancy occurs in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so. A job description with a clear and complete explanation of duties and requirements shall be made available for all positions.

SECTION 7.3: FILLING OF VACANCIES

When a vacancy occurs in the bargaining unit, the City will fill the vacancy by selecting the most qualified applicant for the vacancy. The "most qualified applicant" shall be defined as the one who has, overall and in the reasonable opinion of the City, the greatest skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are equal as between two applicants for a position, the City agrees that, in filling the vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit and that an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority. The applicant will be allowed 20 working days/4 weeks for training.

ARTICLE VIII

LAYOFF AND RECALL

SECTION 8.1: DEFINITION AND NOTICE

The City in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff. The City shall give the Union at least thirty (30) days notice of any layoffs, and an opportunity to bargain the effects of the layoff only, if the Union requests.

SECTION 8.2: GENERAL PROCEDURES

If it is determined by the City that layoffs are necessary in any classification covered by this Agreement, any non-full-time employees in the affected classification shall be laid off first, followed by probationary employees in the affected classification, and then followed by the least senior employees in the classification in inverse order of their seniority.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any classification he may have held, provided it is not a higher level position, provided that he has more seniority than any other person in that classification or position, and provided further that he is or becomes qualified by training and experience to perform the duties of the classification within twenty (20) working days/4 weeks of having assumed the classification. In this circumstance, the least senior employee in the classification will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then exercise any bumping rights he may have under this Section. This procedure will be followed until all bumping rights are exhausted.

SECTION 8.3: RECALL OF LAID-OFF EMPLOYEES

Laid off employees shall be placed on a recall list for a period equivalent to two years. If there is a recall in the employee's job classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training or if they could become qualified within twenty (20) working days/4 weeks of training and experience. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given twenty one (21) calendar days notice of recall commencing upon the date of delivery of the recall notice. The recalled employee shall report for duty at the end of the recall notice period. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the City with his current address. If an employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

ARTICLE IX
DISCIPLINARY PROCEDURES

SECTION 9.1: JUST CAUSE

The City agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause (for non-probationary employees). Discipline shall not be exclusive of the following progressive steps of priority:

- A. Oral warning with documentation of such filed in the employee's personnel file;
- B. Written reprimand with copy of such maintained in the employee's personnel file, with a copy delivered to the Union Steward, upon request of the employee;
- C. Suspension without pay with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union Steward, upon request of the employee;
- D. Discharge, with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union Steward, upon request of the employee.

Discipline may be imposed at higher levels, where the severity of the offense warrants it. Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded the 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 present at and participate in the discussion.

SECTION 9.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary investigatory interviews with the employee when disciplinary action may result, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

SECTION 9.3: EFFECT OF DISCIPLINE

For purposes of disciplinary actions set forth in Section 9.1 above, disciplinary records of oral or written reprimands shall not be used more than 12 months after the event which led to disciplinary action, provided the same or similar conduct which led to the discipline has not recurred during that 12 month period.

ARTICLE X
PERSONNEL RECORDS

Upon reasonable advance notice to the City, an employee or his authorized Union representative, with the written consent of the employee, shall have the right to review the contents of his personnel file subject to the following:

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- A. Inspections shall occur during regular business hours and at a time mutually agreeable to the City and the employee;
 - B. A single copy of any document in an employee's personnel file shall be provided at the employer's expense within two (2) work days;
 - C. Pre-employment information, any other information provided in confidence, and any items exempt from inspection under Illinois law shall not be available for inspection or copying; and
 - D. An employee who prepares a dissent or reply to any document in his personnel file has the right, by written request addressed to the custodian of his personnel file, to have the dissent or reply included in his personnel file and attached to the document from which it is dissenting or to which it is replying.

For purposes of this Article, personnel records shall refer to files held at City Hall and at the Building Department.

ARTICLE XI
GRIEVANCE PROCEDURE

SECTION 11.1: GRIEVANCE DEFINED

A grievance is defined as any difference of opinion, complaint or dispute, including those relating to the discipline or discharge of an employee, between the Union or any employee and the City regarding the application, meaning or interpretation of this Agreement.

SECTION 11.2: GRIEVANCE STEPS

A grievance filed against the City shall be processed in the following manner:

Informal Pre-Step: Oral Discussion with Supervisor

Within three (3) business days of the event giving rise to the grievance or of the day when the grievant, through normal diligence, should have become aware of the occurrence, an employee or Union representative who has a grievance may attempt to resolve the grievance orally with the employee's supervisor. If no such informal resolution is attempted or achieved, the employee or Union representative may file and process a formal grievance in accordance with the following

steps and limitation periods.

Step 1-

Except as otherwise provided below, an employee or Union representative who has a grievance shall submit the grievance in writing to the Director of Building and Zoning specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts giving rise to the grievance, the provision(s) of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days after the end of the informal pre-step period specified above and no later than seven (7) business days from the date of occurrence of the event giving rise to the grievance or seven (7) business days from when the grievant, through normal diligence, should have become aware of the occurrence. The Director of Building and Zoning shall render a written response to the grievant and the Union within seven (7) business days after the grievance is presented or within seven (7) business days of any meeting between the parties if such a meeting is called by the Director of Building and Zoning. Should a meeting be called, it shall be scheduled through mutual agreement between the Director of Building and Zoning and the Local 150 business representative. The grievant, Union Steward and business representative, along with the Director of Building and Zoning, shall be permitted to attend all grievance meetings.

Step 2 -

In the case of a grievance involving a suspension without pay or an involuntary termination, the affected employee or the Union may elect to file the grievance directly at Step 2. Such a grievance must be filed no later than seven (7) business days from the date of occurrence of the event giving rise to the grievance or seven (7) business days from when the grievant, through normal diligence, should have been aware of the occurrence. In the case of a grievance filed at Step 1, if the grievance is not settled at that step and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Commissioner of Building and Zoning within seven (7) business days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Commissioner of Building and Zoning shall investigate the grievance, and if he deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant, Union Steward and an authorized business representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Commissioner of Building and Zoning shall provide a written answer to the Union, within seven (7) business days of the receipt of the grievance at Step 2 or within seven (7) business days of any meeting between the parties if such a meeting is called. If a settlement is reached, it shall be reduced to writing and signed by the parties.

Step 3 -

If the grievance is not settled in Step 2 and the Union desires to appeal, it should be referred in writing to the City Council within five (5) business days after receipt of the Commissioner of Building and Zoning's response in Step 2. Thereafter, the City Council shall be provided with written material regarding the grievance. The City Council shall submit a written answer to the Union and the grievant within seven (7) business days following the next regularly scheduled Council Meeting.

Step 4 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance, it may refer it to arbitration, as described below, within fifteen (15) business days of receipt of the City Council's written answer provided in Step 3.

- a. The parties shall attempt to agree upon an arbitrator and a joint statement of the issue or issues. In the event that the parties are unable to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral to an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. The Union shall strike the first name from the first list, and the parties shall alternate first strikes thereafter. The arbitrator shall be notified of his selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the representatives of the City and the Union. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing. Either party may exercise the option to reject one panel of arbitrators received from FMCS for any grievance arbitration.
- b. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step or any other issue raised by the Union prior to the request to proceed to arbitration. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, the Union and the employees covered by the Agreement.
- c. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
- d. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

SECTION 11.3: TIME LIMITS

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the City and the Union. 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 City or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The City must, however, provide a written response at Step 3.

SECTION 11.4: GRIEVANCE DISCUSSIONS AND INVESTIGATIONS

All grievance discussions and investigations shall take place at mutually agreeable times and in a manner, which does not interfere with the City operations. If mutually agree upon times occur during an employee's duty shift, the employee shall be allowed to attend such meeting without loss of pay. An employee's attendance at such meetings shall not occasion the payment of overtime.

ARTICLE XII

HOLIDAYS

SECTION 12.1: PAID HOLIDAYS

All permanent, full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. The Friday before Easter
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Friday after Thanksgiving
9. Last Scheduled Day prior to Christmas Day
10. Christmas Day
11. Last Scheduled Day prior to New Year's Day

SECTION 12.2: SPECIFIC APPLICATIONS

- A. If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off and Sunday holidays shall be designated as Monday off.
- B. Newly-hired full-time employees are immediately eligible for holiday pay; however, should the employee leave City employment within the first 90 days of service, any holiday pay received will be deducted from the final paycheck.
- C. In the event an employee does not work the scheduled day before or the day after the holiday, the employee may be required to provide satisfactory proof of illness or otherwise excused absence before receiving holiday pay.

SECTION 12.3: HOLIDAY PAY

All full time employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall be compensated at double time (2x) for hours actually worked on the holiday, with a minimum guarantee of two (2) hours work or pay, plus eight (8) hours of holiday pay. Holiday pay will not accrue during any discretionary leave of absence granted under Section 16.4 of this Agreement.

ARTICLE XIII PERSONAL DAYS

- A. Regular full-time employees are eligible to take two (2) paid personal leave days after completing ninety (90) days of continuous employment. Personal days are to be used during the first full year of employment and annually thereafter during the twelve month period following the employee's anniversary date.
- B. Personal days may be used in half day or 4 hour increments. Employees seeking to use a personal day must give at least seventy-two (72) hours advance notice where practicable. The scheduling of personal days is subject to prior approval of the Director of Building and Zoning or his designee(s), which approval will not be unreasonably withheld.

ARTICLE XIV VACATIONS

SECTION 14.1: VACATION TIME OFF

Full-time bargaining unit employees shall earn paid vacation days on a monthly basis in accordance with the following schedule:

Years of Completed Continuous Service	Length of Vacation
1 to 4 years	15 work days (or 120 hours)
5 to 9 years	20 work days (or 160 hours)
10 years	21 work days (or 168 hours)
11 years	22 work days (or 176 hours)
12 years	23 work days (or 184 hours)
13 or more years	25 work days (or 200 hours)

Vacation leave will not accrue during any discretionary leave of absence granted under Section 16.4 of this Agreement.

SECTION 14.2: VACATION USAGE

- A. When a holiday falls during an employee's scheduled vacation period, the employee will not be charged with a vacation day for the day when the holiday is observed.
- B. Vacation days must be taken in no less than four (4) hour increments.
- C. Vacation days must be used during the year after the anniversary date in which they are earned. The Director of Building and Zoning may exempt employees from this requirement and allow a carry over of vacation days up to six (6) months of the employee's next anniversary date.
- D. No vacation days may be earned while on a non-work-related medical leave of absence.
- E. No more than two members in each classification of the bargaining unit shall be allowed concurrent vacation time without Department Head/designee approval.

SECTION 14.3: VACATION SELECTION

Vacation requests should be submitted to the Director of Building and Zoning, or his designee(s) at least two weeks in advance, and will be considered on a first-come, first-served basis within each division. Simultaneous requests shall be considered in order of seniority. Where possible, vacation days must be requested no less than 48 hours in advance.

SECTION 14.4: ACCUMULATED VACATION AT SEPARATION

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

ARTICLE XV

SICK LEAVE

SECTION 15.1: ACCRUAL AND ACCUMULATION

All full-time bargaining unit employees shall be credited with one (1) paid sick leave day for each full month of service. Sick leave will begin to accrue as of the employee's starting date; however, no paid sick leave will be granted until after 90 days of employment. Such days may accumulate to a maximum of one hundred and sixty (160) days or 1,280 hours, except that employees may accrue an additional 80 days of sick leave for IMRF credit purposes only. Employees who have lost sick leave due to exceeding the maximum allowable accrual during the

2008 – 2009 fiscal year may request reinstatement of lost sick leave for use for IMRF credit only. Sick leave will not accrue during any discretionary leave of absence granted under Section 16.4 of this Agreement.

SECTION 15.2: SICK LEAVE USE

Sick leave shall not be considered a right that an employee may exercise at the employee's discretion, but shall be regarded as a benefit that is allowed for the employee's own personal illness or personal disability or as allowed by Illinois State Statute (820 ILCS 191, and does not extend to caring for ill or disabled family members or any other purpose unless the family member's illness would qualify for coverage by the Family and Medical Leave Act of 1993 ("FMLA").

SECTION 15.3: SICK LEAVE REQUESTS

Each employee requesting a sick day is required to notify the Director of Building and Zoning, or his designee(s) as soon as possible before his scheduled starting time.

SECTION 15.4: PHYSICIANS CERTIFICATE/PHYSICAL EXAMINATION

- A. In cases of suspected abuse, the Director of Building and Zoning, or his designee may require a physician's certificate, at the employee's cost, as a condition of granting sick leave of any duration.
- B. When an absence is three (3) days or more, a physician's certificate will be required upon return to work. If a physician's certificate is not supplied, the time will be charged to leave without pay.
- C. Should an employee require five (5) consecutive sick days or more, the employee must furnish a current report from the attending physician indicating prognosis and anticipated length of illness or injury. The employee may also be required to have a physical examination by a physician chosen and paid for by the City to determine length of time the employee will be unable to report to work.

SECTION 15.5: SICK DAYS BONUS PROGRAM

- A. Plan A: Employees with less than 160 unused sick days as of any anniversary date, and who have used two (2) sick days or less since the prior anniversary date, will be converted into two (2) bonus vacation days, which must be used within the following anniversary year.
- B. Plan B: Employees who have accumulated 160 unused sick days or more as of any anniversary date, and who have used less than three (3) sick days since the prior anniversary date, shall be converted to five (5) extra days of vacation, which must be used within the following anniversary year. These extra days shall not be cumulative.

Employees who qualify for Plan B cannot receive benefits under Plan A.

SECTION 15.6: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund, but which will require no additional payments by the City. For purposes of this Section only, employees shall be permitted to accrue unlimited sick leave days.

ARTICLE XVI

LEAVES OF ABSENCE

SECTION 16.1: FUNERAL LEAVE

Funeral leaves of up to three (3) consecutive work days per incident may be granted with pay due to a death in a full time employee's immediate family.

A. Requests for funeral leave are not granted automatically, and the employee may be required to provide proof of death and/or relationship to the deceased.

B. Immediate family is defined as husband, wife, father, mother, stepfather, stepmother, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, adopted child, grandchild, grandparent, or spouse's grandparents, sister-in-law, brother-in-law or those who are qualified domestic partners as defined in the following:

1. Neither the employee nor the domestic partner is married to another;
2. The partners are not related by blood closer than what would bar them from marriage in the State of Illinois;
3. The individual has resided in the same residence as the employee for at least twelve months previously.

SECTION 16.2: JURY DUTY LEAVE

An employee will be paid his regular compensation for time spent on jury duty but will not be entitled to travel expenses for jury duty. Employees are expected to return to work directly after release from jury duty. Upon the employee's return to work following release from jury duty, any jury duty funds must be turned into the City's Finance Department.

SECTION 16.3: MILITARY LEAVE

Military leave shall be afforded to affected employees in accordance with applicable law. This

leave shall not be charged against vacation or sick leave. An employee must give notice to the Director of Building and Zoning as soon as he is notified of his call to duty.

SECTION 16.4: DISCRETIONARY LEAVE OF ABSENCE

A. Employees may be entitled to a leave of absence without pay under certain extraordinary conditions. A regular full-time employee, who uses all available sick leave and vacation during an extended illness or convalescence, must request an extended medical leave of absence in writing from the Director of Building and Zoning. The granting of a leave will be made on a case-by-case basis by the City Council. The leave of absence will be unpaid and may be extended up to a maximum of six (6) months.

B. Under the Family and Medical Leave Act, an unpaid leave of absence can also be granted for the care of a newborn, newly adopted or foster child, or for the care of a seriously ill child, spouse or parent. Eligible employees, after at least 12 months of employment, can request a leave of absence up to a maximum of twelve (12) weeks.

C. To qualify for a leave, the employee must furnish to the Director of Building and Zoning a physician's written statement showing the nature of the illness, injury or disability, or need for leave, and the estimated length of time the employee will be unable to report to work.

D. Before returning from leave of absence, the employee may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned.

SECTION 16.5: LIGHT DUTY PROGRAM

Employees from other departments on light duty may perform duties within the department, provided the opportunity is offered first to bargaining unit members eligible for light duty.

ARTICLE XVII

INSURANCE

SECTION 17.1: HEALTH INSURANCE

The City agrees to provide hospitalization and major medical insurance for full time bargaining unit employees and their dependents by contributing toward the cost of such insurance under the Midwest Operating Engineers Local 150 Health and Welfare Fund ("Union Plan"). In the event that the City's aggregate costs for health insurance for all its City employees is substantially increased as the result of the City employees' coverage by the Union Plan and their exclusion from the health and hospitalization insurance plan for all other employees, the City retains the right either to elect a different insurance carrier or to self-insure, so long as the benefits provided by such insurance continue to be substantially similar.

During the term of this Agreement, the City's contribution to the Union Plan for payment of insurance premiums shall be as follows:

May 1, 2021 through April 30, 2022

Family	\$2436.00
Employee Plus One	\$1597.00
Single	\$799.00

Each year thereafter the cost of the Union Plan shall increase no more than ten percent (10%) or the rate set by the actuaries for the Union Plan.

SECTION 17.2: LIFE INSURANCE

Each full time employee will be eligible for life insurance benefits to the extent that such coverage is provided as part of the Union's Plan as described in Section 17.1 above.

SECTION 17.3: DENTAL PLAN

Each full time employee will be eligible for dental benefits to the extent that such coverage is provided as part of the Union's Plan as described in Section 17.1 above.

SECTION 17.4: RETIREE MEDICAL PROGRAM

For employees who have 20 or more years of service with the City, and who are eligible for and receiving full retirement pension benefits from the Illinois Municipal Retirement Fund ("IMRF"), the City shall contribute 50% (but not to exceed \$150.00 per month) toward the cost of health insurance under the Union Plan for the retirees and their dependents, until the retirees become eligible to receive Medicare benefits.

SECTION 17.7 IMRF SERVICE CREDIT

The City shall allow employees to establish the IMRF Service Credit for Military Service for an employee to participate in at his/her discretion.

ARTICLE XVIII

EMPLOYEE TRAINING AND EDUCATION

The City agrees to compensate bargaining unit employees for regular working hours spent at training, conferences and seminars, which the City requires an employee to attend. When an employee has agreed to use his own automobile, mileage reimbursement shall be paid at the rate set by the IRS, consistent with City-wide policy. Employees shall be reimbursed for the cost of meals, per the City-wide policy, upon turning in receipts. In the event an employee needs to stay overnight, the City will reimburse the employee for the cost of lodging, per City-wide policy, upon turning in receipts.

ARTICLE XIX

SAFETY

The City and its employees are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE XX

LABOR-MANAGEMENT MEETINGS

SECTION 20.1: LABOR-MANAGEMENT CONFERENCES

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and City representatives 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 the parties, and shall be limited to:

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

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

SECTION 20.2: PURPOSE

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

ARTICLE XXI

UNIFORMS AND EQUIPMENT

SECTION 21.1: UNIFORMS

The City shall provide employees with a clothing allowance in the amount of two hundred fifty dollars (\$250.00) for required uniforms (e.g. shirts, jackets, outerwear, and pants) and replacements. The Downtown Improvement Technician shall be permitted to wear blue denim jeans.

SECTION 21.2: PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

The City shall provide all necessary items of protective clothing and safety gear pursuant to prior practice and procedure. Safety equipment authorized by the City must be used while on duty.

ARTICLE XXII

NON-DISCRIMINATION

Both the City and the Union agree not to discriminate against any employee covered by this Agreement with regard to employment, tenure or condition of employment on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap. Neither the City nor the Union shall discriminate in any way against any employee on account of his Union activity or his refraining from such activity. Employees and/or the Union asserting a violation of this Article may process a grievance up to but not including arbitration. Employees and/or the Union who are dissatisfied with the disposition of grievances under this article may seek redress before the appropriate federal, state or administrative agency.

ARTICLE XXIII

NO STRIKE/NO LOCKOUT

SECTION 23.1: NO STRIKE

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, agents or employees of the Union 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 City or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

SECTION 23.2: CONSEQUENCES OF A STRIKE

A. Resumption of Operations and Union Liability. In the event of action prohibited by Section 23.1 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 achieve 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 23.1 above shall be subject to discipline, including immediate discharge. The City 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 City 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 23.3: NO LOCKOUT

The City agrees not to lockout employees during the term of this Agreement.

ARTICLE XXIV

WAGES AND OTHER BENEFITS

SECTION 24.1: WAGE RATES

A. WAGES.

The wage schedule and hourly base wage rate, effective May 1, 2021 , for bargaining unit employees shall be set forth in Appendix A, attached hereto and made part of this Agreement. Step increases shall be made on May 1 of each year and not based on hire date. Employees hired after the effective date of this Agreement shall be placed in the start rate for the classification in which he/she was hired.

SECTION 24.2: LONGEVITY

Eligible employees shall receive annual lump sum longevity pay, on or about their anniversary date of employment as follows:

Years of Service	Longevity Pay
10 years through 12 years	\$600
13 years through 17 years	\$1000
18 years or more	\$1300
21 years or more	\$1750

SECTION 24.3: CERTIFICATION STIPENDS

An employee who obtains or who has previously obtained the following certifications shall receive a one time bonus of one hundred dollars (\$100.00): Residential Combination

Inspector, Commercial Combination Inspector, Combination Plans Examiner, Combination Inspector, and Housing Code Official.

An employee who obtains or who has previously obtained the Certified Building Official certification shall receive a one-time bonus of two hundred dollars (\$200.00).

The City shall pay for required CEU testing at 100%. Payment will be made only for the first test per certification, should the employee not pass the first test. Training to receive certifications shall be paid at 50%. Employees shall perform assignments consistent with certifications.

ARTICLE XXVI

DRUG AND ALCOHOL TESTING

The City's drug and alcohol policy is included in the Zion City Employee Policy Handbook and is incorporated herein by reference.

ARTICLE XXVI

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts of 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. During the course of such negotiations, the No Strike-No Lockout Article shall remain in full force and effect.

ARTICLE XXVII

COMPLETE 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, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the Management Rights Article. 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 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.

ARTICLE XXVIII

TERMINATION

This Agreement shall be effective on the date of execution by both parties and shall remain in full force and effect until midnight on April 30, 2024 . It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to April 30, 2018 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to April 30, 2024 . Agreement Executed this 2nd day of February 2021 .

FOR THE CITY OF ZION

Billy McEkinney
Mayor

Chris Frick
Commissioner of Finance

Deanna M. Distasio
City Clerk

FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Deanna M. Distasio
Deanna M. Distasio
Attorney

**MEMORANDUM OF AGREEMENT
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 &
CITY OF ZION**

WHEREAS, the City of Zion ("City") and the International Union of Operating Engineers, Local 150 ("Union") are parties to a collective bargaining agreement ("Agreement") covering the Building Department Employees with a term effective May 1, 2021 through April 30, 2024 ("CBA");

WHEREAS, the parties negotiated the Agreement during unstable economic conditions and employees did not receive scheduled step increases.

WHEREAS, the parties wish to extend and modify the Agreement to restore wages to the covered employees.

NOW, THEREFORE, the parties agree as follows:

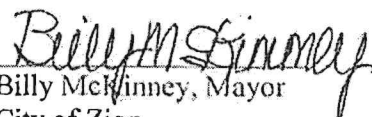
1. The May 1, 2021 through April 30, 2024 CBA shall be extended by two (2) additional years and shall now expire on April 30, 2026.
2. Appendix A shall be amended and attached to include the following wage increases:

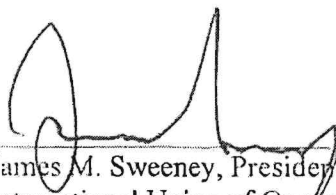
May 1, 2023 – 2.5% to wage scale

May 1, 2024 – 2.5% to wage scale

May 1, 2025 – 2.5% to wage scale
3. All bargaining unit employees shall have the step increases restored to the step they should have been as of May 1, 2023, as if they steps were not frozen during any year of the Agreement.
4. Appendix A shall be amended to eliminate the no layoff clause for the duration of the Agreement.
5. All other terms and conditions of the May 1, 2021 through April 30, 2024 CBA shall remain the same.

AGREED this ____ day of ____, 2023:


Billy McKinney, Mayor
City of Zion


James M. Sweeney, President/Business Manager
International Union of Operating Engineers,
Local 150

Current negotiation for wage re-opener in March 2023 - proposed scale only

Unfreeze step increases, COLA 2.5% per year

LEAD INSPECTOR

	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7*
05/01/22-04/30/23	25.59	27.00	28.49	30.06	31.71	33.45	34.28	36.16
05/01/23-04/30/24	26.23	27.68	29.20	30.81	32.50	34.29	35.14	37.06
05/01/24-04/30/25	26.89	28.37	29.93	31.58	33.32	35.14	36.02	37.99
05/01/25-04/30/26	27.56	29.08	30.68	32.37	34.15	36.02	36.92	38.94

PROPERTY MAINTENANCE INSPECTOR

	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7*
05/01/22-04/30/23	22.86	23.47	24.77	26.12	27.57	29.09	29.82	31.46
05/01/23-04/30/24	23.43	24.06	25.39	26.77	28.26	29.82	30.57	32.25
05/01/24-04/30/25	24.02	24.66	26.02	27.44	28.97	30.56	31.33	33.05
05/01/25-04/30/26	24.62	25.27	26.67	28.13	29.69	31.33	32.11	33.88

INSPECTOR

	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7*
05/01/22-04/30/23	24.62	25.98	27.40	28.55	30.49	32.17	32.97	34.78
05/01/23-04/30/24	25.24	26.63	28.09	29.26	31.25	32.97	33.79	35.65
05/01/24-04/30/25	25.87	27.30	28.79	30.00	32.03	33.80	34.64	36.54
05/01/25-04/30/26	26.51	27.98	29.51	30.75	32.83	34.64	35.51	37.45

***STEP 7 IS ACHIEVED AT 15 YEARS OF SERVICE**

