

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

THE VILLAGE OF MOUNT PROSPECT

EFFECTIVE

JANUARY 1, 2023 THROUGH DECEMBER 31, 2027

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AGREEMENT

This Agreement is entered into by and between the Village of Mount Prospect, Illinois (hereinafter called "Village") and the International Union of Operating Engineers, Local 150, AFL-CIO (hereinafter called "Union").

ARTICLE I **RECOGNITION AND REPRESENTATION**

The Village recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for full-time employees classified as Maintenance Worker, Mechanic, or Electrician; excluding all other employees of the Village.

ARTICLE II **MANAGEMENT RIGHTS**

It is understood that the management and the direction of the working force is vested exclusively to the Employer except as specified in the other Articles of this Agreement. It is the Employer's right to hire, demote, suspend or discharge; layoff, promote, assign or transfer employees to any job or any work, any time or anywhere; to increase or decrease the working force; to determine the number and size of the work shifts; to determine the number of employees assigned to any work or any job; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practices and discipline; to establish performance standards and to review employees under these standards, to determine the equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine the duties and production standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this collective bargaining agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim that management has claimed, condoned or tolerated any practice or any act or acts of any employees. No practice which has developed, either with or without the consent of the Employer, shall be considered part of this contract unless it is in writing and included in this contract.

Nothing in this Article shall abrogate or alter any other Article of this Agreement.

ARTICLE III DUES DEDUCTION

A. The Village shall deduct membership dues or voluntary fair share payments from bargaining unit employees who submit signed a voluntary membership and dues deduction authorization cards or a voluntary fair share payment authorization card. Deductions shall commence the next regular pay period closest to thirty (30) days from receipt of the due's deduction authorization.

B. The Union, as exclusive representative of all bargaining unit employees, will represent all such employees fairly and equally. No employee shall be required to join the Union, and membership in the Union shall be available to all bargaining unit employees without discrimination.

C. The Union does hereby indemnify and shall save the Village harmless against all claims, demands, suits, or other forms of liability including legal fees and court costs, that arise out of, or by reason of, action taken or not taken by the Village relating to the provisions of this Article.

D. In the event an action is brought by any party, except the Village, challenging the validity of the provisions of this Agreement or any deductions made pursuant thereto, in which the Village is named as a party, the Union agrees it will indemnify the Village in full for attorney fees incurred in those instances where the Village has not tendered its case to the Union.

**ARTICLE IV
WAGES**

A. Effective January 1, 2023, wages shall be paid pursuant to the provisions of Appendix "A" attached hereto.

B. Probation. All employees shall serve a probationary period of twelve (12) months from date of hire in the bargaining unit. Probationary employees shall become eligible for paid vacations only upon completion of the probationary period. The Village has the power to hire employees and set their salaries at a level higher than a particular pay step based on experience of the applicant. Employees hired above the established start rate shall progress through the wage schedule by way of annual increases as defined by the Village.

**ARTICLE V
VACATION PROGRAM**

Full time employees shall be entitled to vacation as set out below, based on years of completed continuous years of service as follows:

Year of Service (Completed)	Pay Period Accrual Rate (In Hours)	Maximum Annual Accrual (In Hours)	Maximum Annual Accrual (In Days)
First 12 months	0	0	0
At 1 year		80.0 (Lump Sum)	
2 to 5 years	3.09	80.0	10
Through 6 th year	3.70	96.0	12
Through 7 th year	4.01	104.0	13
8 th through 10 th years	4.63	120.0	15
Through 11 th year	5.24	136.0	17

Through 12 th year	5.55	144.0	18
Through 13 th year	5.86	152.0	19
Through 14 th year – 18 th year	6.16	160.0	20
18 th year – 20 years	6.61	172.0	21.5
20 years and more	7.07	184.0	23

Continuous service as utilized hereinabove shall mean any period of employment uninterrupted by separation or leave of absence.

Employees shall calculate their years of service as it falls on their employment anniversary date. Employment anniversary date as utilized below shall be construed to mean:

If an employee begins work on or prior to the fifteenth (15th) of the month, that month shall be considered as his/her employment anniversary date. If, however, an employee begins work after the fifteenth (15th) of the month, the next month shall be considered as his/her employment anniversary date.

Vacation shall accrue on a pay period basis. Accruals will be credited as earned, with the accrual rate being calculated on the continuous years of service attained by the employee. The accrual rate will automatically increase from one step to the next on the appropriate employment anniversary date. The total vacation time credited at the end of any pay period will equal the total amount of vacation earned as of that date.

Accrued vacation time will be posted in the appropriate box on the employee's pay stub. This total will be updated at the end of each pay period to reflect both additional accruals and/or the depletion of the vacation account through the employee's use of accrued vacation time.

Vacations shall be taken during the calendar year, January 1 through December 31, but only accrued vacation can be used. An employee may request a cash reimbursement of unused Vacation twice every year. Employees must leave a minimum of ten (10) days of accumulated Vacation unused (80 hours) at the time of buy-back.

Employees will have an opportunity to file a Vacation Reimbursement Request with the Finance Department based on accumulated vacation as to December 31 and by June 30, and if cash is desired the employee must submit the necessary request form by the established deadline.

Employees who are eligible and request vacation cash in payment, shall receive such payment in the employee's regular payroll check with the last payroll in March and the last payroll in September. Only accrued Vacation time may be used during the calendar year. Employees will not be allowed to use vacation time which has not yet accrued without written approval of the Village Manager. The carrying over of Vacation from one year to the next shall be subject to Departmental policy and the approval of both the Public Works Director and the Village Manager. In no case, may more than twice the employee's annual accrual may be carried over into the next calendar year.

The Department Director in determining the annual vacation schedule will take into consideration the desires of the individual employee, the interests of the Village and the needs of the Department. Employees shall be entitled to split their vacations into no more than six (6) units. No more than eight (8) employees shall be off at any given time. The splitting of vacations shall be subject to the approval of the Department Director, but such approval shall not be unreasonably withheld.

In the event of conflict in employees' scheduling, seniority will be considered.

Employees entitled to more than ten (10) days' vacation shall be entitled to take it consecutively with the authority of the Department Director.

Employees terminating employment shall be eligible for pay-out of accrued vacation time after the date of termination on the next regular payroll date.

ARTICLE VI **LONGEVITY**

1. This pay will be paid to full-time employees as a means of recognizing extended years of service with the Village. Employees who complete the required years of service by December 31st of each year will be eligible for the Longevity payment in December of each year. Longevity Pay will be paid annually by December 31st based on the total number of continuous full years of full-time service as of December 31st of each year and calculated from the employee's

anniversary date of employment. In all cases, the employee must be currently employed with the Village as of December 31st of each year to be eligible for Longevity Pay. There will be no pro-rating of Longevity Pay for partial years completed as of December 31st. Longevity payments shall be included with the employee's regular payroll check for the first payroll in December.

2. Longevity Pay Schedule:

<u>Completed Years of Service</u>	<u>Annual Longevity Pay</u>
5 years – 9 years	\$600
10 years – 14 years	\$700
15 years – 19 years	\$800
20 years and beyond	\$900

ARTICLE VII
PERSONAL TIME

Each Public Works employee shall be entitled to five (5) personal days off with pay during the calendar year.

Said day shall not be charged against vacation or sick leave.

To be eligible, an employee must schedule the time and receive the approval of the Department Director, such approval not to be unreasonably denied. All personal time away from work must be scheduled in a manner so as not to hinder the performance of normal Village service to the public. Personal time may be accrued up to five (5) days during any fiscal year, which maximum may then be carried over to the next fiscal year without loss; provided that the maximum number of personal days taken during any fiscal year shall not exceed ten (10) in number. The Village reserves the right to schedule personal days off or pay cash in lieu thereof at the end of the calendar year for any amount accrued beyond five (5) days.

ARTICLE VIII
HOLIDAYS

Public Works employees shall receive the following holidays:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

In the event that an employee is not scheduled to work on a day on which a holiday falls, the employee shall nevertheless receive eight (8) hours pay for the holiday. Employees shall not receive holiday pay if they were absent from work on an unexcused leave the work day immediately before or after the holiday in question.

ARTICLE IX
INSURANCE PROGRAM

1. **Union Fund Coverage**

All bargaining unit members shall be covered by the Union Plan – the Midwest Operating Engineers Local 150 Health and Welfare Fund (“Union Fund”) through April 30, 2023. From January 1, 2023 through April 30, 2023, all health and dental insurance claims shall be handled by the Union Fund and all other complaints and grievances shall be handled by the Union. Through the term of this Agreement, bargaining unit members may continue to participate in the Village’s group life insurance plans on the same basis as other Village employees.

The Village agrees to pay for each bargaining unit member toward the Union Fund through April 30, 2023 as set forth in this Section as follows:

Single \$839

Single Plus One \$1,677

Family Coverage \$2,558

The Employer agrees that premiums shall be paid monthly, to be submitted to the Union Fund no later than the 15th of the month prior to the month in which the employee is covered.

New bargaining unit members will be covered on the first day of the first month following their hire date (e.g., an employee hired on January 4th will begin coverage on February 1st). Bargaining unit members must notify the Village, in writing, of any changes to the bargaining unit member's coverage requirements within 14 days of an event that entitles them to make such changes under the terms of the Union Plan and applicable law. Payment from the Village to the Union Fund is due no later than the 10th day of each month.

Through April 30, 2023 and thereafter to the extent required by law, the Union represents and agree that it will comply with all applicable laws to ensure that the Union Plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Village and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367.

The Union is solely responsible for the administration of COBRA, HIPPA and other applicable federal and state mandates for the Union's insurance plans through and including April 30, 2023. In order for the Union to offer coverage under COBRA, HIPPA, or other applicable federal and state mandates, the employee must notify the Union Fund of the applicable change in life status in accordance with the Union Fund plan's requirements. Failure by the employee to notify the Union Fund on a timely basis of change of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for any ineligible participant, and/or in denial of coverage by the insurance provider or plan sponsor. In the event of a change in employment status, the Village shall notify the Union Fund of the change and the Village will suspend payment from that date forward that would normally be paid on behalf of the terminated employee.

2. **Village Group Health Insurance Plan Coverage**

Effective May 1, 2023, employees will no longer be eligible to participate in the Union Fund. Instead, beginning on May 1, 2023, covered employees and their eligible family members may participate in the Village of Mount Prospect's medical, dental, and vision plans on the same basis as all other eligible Village employees. The Village agrees to maintain in full force and effect from May 1, 2023, through the life of this Agreement, a group health insurance program for eligible full-time employees and their eligible dependents who are covered by this Agreement. The Village reserves the right to change group health insurance coverage as long as coverage is substantially similar to the health insurance coverage available at the time this Agreement is executed. Included in the above, the Village reserves the right to maintain or institute cost containment measures relative to insurance coverage, change insurance carriers, plans or benefit levels, as long as the new basic coverage and basic benefits are substantially similar. Effective May 1, 2023 and throughout the term of this Agreement, eligible covered employees (and their eligible dependents) may elect appropriate coverage in one of the group health plans offered by the Village. The amount of an employee's applicable monthly insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium contribution amount that is required of other regular full-time Village employees who participate in the Village's health insurance plan and are not covered by a collective bargaining agreement. Upon becoming eligible for the above health insurance coverage, the Village will provide the affected employee a policy and descriptive literature describing the Village's group health insurance benefits and the procedures for utilizing those benefits. The cost of the employee's contribution towards the insurance benefits program shall be as follows effective on the date(s) indicated:

Effective May 1, 2023	<u>Monthly Premiums</u>			
	<i>The monthly premiums for 2023 will not exceed rates below.</i>			
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$185.97	\$160.25	\$163.47	\$140.87
Single Discount (10%)*	\$167.38	\$144.22	\$147.13	\$126.78
Single +1	\$335.48	\$289.09	\$297.80	\$256.61
Single +1 Discount (20%)*	\$268.38	\$231.26	\$238.24	\$205.29
Family	\$408.41	\$350.07	\$358.99	\$324.79
Family Discount (30%)*	\$285.89	\$245.05	\$251.29	\$227.36

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2024	<u>Monthly Premiums</u>			
	<i>The monthly premiums for 2024 will not exceed rates below.</i>			
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$195.27	\$168.26	\$171.65	\$147.91
Single Discount (10%)*	\$175.74	\$151.43	\$154.48	\$133.12
Single +1	\$352.25	\$303.53	\$312.69	\$269.44
Single +1 Discount (20%)*	\$281.80	\$242.82	\$250.15	\$215.55
Family	\$428.83	\$367.57	\$376.94	\$341.03
Family Discount (30%)*	\$300.18	\$257.30	\$263.86	\$238.72

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2025	<u>Monthly Premiums</u>			
	<i>The monthly premiums for 2025 will not exceed rates below.</i>			
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$205.00	\$175.00	\$180.00	\$155.00
Single Discount (10%)*	\$184.50	\$157.50	\$162.00	\$139.50
Single +1	\$370.00	\$320.00	\$330.00	\$285.00
Single +1 Discount (20%)*	\$296.00	\$256.00	\$264.00	\$228.00
Family	\$450.00	\$385.00	\$395.00	\$360.00
Family Discount (30%)*	\$315.00	\$269.50	\$276.50	\$252.00

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2026	<u>Monthly Premiums</u>			
	<i>The monthly premiums for 2026 will not exceed rates below.</i>			
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$215.00	\$185.00	\$190.00	\$165.00
Single Discount (10%)*	\$193.50	\$166.50	\$171.00	\$148.50
Single +1	\$390.00	\$335.00	\$345.00	\$300.00
Single +1 Discount (20%)*	\$312.00	\$268.00	\$276.00	\$240.00
Family	\$475.00	\$405.00	\$415.00	\$375.00
Family Discount (30%)*	\$332.50	\$283.50	\$290.50	\$262.50

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2027	<u>Monthly Premiums</u>			
	<i>The monthly premiums for 2027 will not exceed rates below.</i>			
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$226.00	\$194.00	\$200.00	\$172.00
Single Discount (10%)*	\$203.40	\$174.60	\$180.00	\$154.80
Single +1	\$408.00	\$352.00	\$362.00	\$312.00
Single +1 Discount (20%)*	\$326.40	\$281.60	\$289.60	\$249.60
Family	\$496.00	\$425.00	\$436.00	\$395.00
Family Discount (30%)*	\$347.20	\$297.50	\$305.20	\$276.50

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

One-half of the employee's portion of the monthly premium costs shall be deducted from employee's pay each pay period up to twenty-four (24) times per year. Employees who participate in the HMO will receive insurance coverage as dictated by the HMO provider.

3. Wellness Participation Rewards

The Village shall offer the biometric blood draw annually and employees may participate in the blood draw scheduled at the Village or at approved remote locations. Spouses covered as dependents under the plan must also participate in the biometric testing and meet the criteria established below in order to qualify for the single plus one or family insurance premium discount. Employees and spouses participating in the Village's health insurance plans must annually complete

the biometric blood draw and health risk assessment(s) to be eligible for the wellness insurance premium discount. Wellness discounts shall apply annually provided the criteria above are met. The discounts shall be applied to monthly insurance premium charges in the following amounts:

Coverage	Single	Single +1	Family
Discount Percentage	10%	20%	30%

If an employee has single +1 or family coverage they would not be eligible for a single coverage discount if only the employee participated in the biometric program.

4. **Subsidized Retiree Insurance Stipend**

Eligible employees who qualified for the Union Fund’s subsidized retiree benefit program as of the time of ratification of this Agreement shall receive a one-time subsidy stipend in the amount of Ten Thousand Dollars (\$10,000) from the Village that will be placed in the RHS plan if subsidized at the rate of 45% or more. Employees subsidized at the rate of less than 45% shall receive a one-time subsidy stipend in the amount of Five Thousand Dollars (\$5,000) from the Village that will be placed in the RHS plan. The only employees who are entitled to receive the retiree health insurance subsidy payment referenced in this Section of Article IX are those listed in Appendix B of this Agreement and provided the employee is enrolled in Village’s group health insurance plan as of May 1, 2023. Employees who are entitled to receive a stipend pursuant to this Section will receive the stipend in their regular payroll check that is issued during the second week of May, 2023.

ARTICLE X
SICK LEAVE

The Village shall grant to each full-time employee up to twelve (12) paid sick days per year. These days shall be earned on the basis of one (1) day per month, so that beginning with January of each year employees on full-time active duty shall be credited with one (1) day sick leave at the end of each month.

An individual may accumulate up to ninety (90) days of unused sick leave subject to the limitations herein.

Prior to February 1 of each year, the Village shall calculate how many sick days above sixty (60) have been credited to and remain unused by any given employee as of December 31 of the previous year. If, between December 31 of the previous year and January 15 following, the employee shall have notified the Finance Department of the Village in writing on forms provided and shall have indicated thereon the employee's desire to continue to accumulate more than sixty (60) days, such employee shall be allowed to accumulate such additional days above and beyond sixty (60) to a maximum number of ninety (90) days. Prior to May 1 of each year, the Village shall compensate the employee at the rate of fifty percent (50%) of the time accumulated above and beyond sixty (60) days, or such other number of days provided the Village has been notified of such additional number to be accumulated and not compensated for as set forth hereinabove.

In calculating payments for such compensation, the last sick days remaining unused and not to be accumulated shall be the first sick days compensated for at the rate of fifty percent (50%) of such employee's actual rate of earnings at the time any such given sick day was earned. Sick leave reimbursement payment shall be included with the last regular payroll in February.

Employees shall be required to obtain a doctors' note-after being off from work for three (3) or more consecutive working days.

ARTICLE XI BEREAVEMENT

The Village agrees to allow any employee three (3) days leave with pay in order to attend the funeral of anyone in the immediate family.

The immediate family shall include: Father, mother, brother, sister, spouse, children, father-in-law or mother-in-law, grandparent, grandchild, or individual with whom employee

has lived; e.g., foster parent, foster child or relative. This time shall not be chargeable as sick time.

ARTICLE XII
UNIFORM/SHOE ALLOWANCE

The Village is to furnish each regular employee with two (2) pairs of coveralls. Employees will provide maintenance of coveralls. The Village is to provide replacement as needed provided the employee turns in worn out coveralls.

The shoe allowance will be provided to all employees of the Public Works Department. The annual shoe allowance reimbursement shall be \$ 225. All shoes must meet the specifications as provided by the Public Works Department. Reimbursement will be made to employees annually upon showing a proper receipt to their supervisor for the purchase of shoes.

ARTICLE XIII
OVERTIME/CALL OUT/PREMIUM TIME

Public Works employees shall be compensated for authorized overtime at the rate of time and one-half (1-1/2) for hours worked in excess of their scheduled day or week., whichever shall be greater. The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The full-time employee working on any job which extends into overtime shall have first claim on the overtime. If the Village identifies a need for one or more divisions within the department to work overtime on a planned, scheduled, basis, said overtime will first be offered to all full-time, bargaining unit employees normally assigned to the division(s). If the manpower requirements established by the Village cannot be satisfied in this manner, said overtime shall then be offered to all full-time employees in other divisions. Should the Village be unable to satisfy the manpower requirements in this manner, it shall then be permitted to solicit any and all seasonal and/or part-time employees to work.

If the Village determines that, on a scheduled workday, there is a need for a work crew to work beyond the scheduled quitting time, said work shall be assigned to the crew initially assigned the work during normal working hours regardless of whether the crew is comprised of full-time bargaining unit employees, part-time employees, seasonal employees, or a mix thereof. This practice shall be maintained unless the Village estimates that the work will extend more than one and one half (1.5) hour beyond the normally scheduled quitting time. In this instance, the Village will first solicit all full-time bargaining unit employees within the division(s) normally assigned the type of work being performed. If the manpower requirements established by the Village cannot be satisfied in this manner, said overtime shall then be offered to all full time employees in other divisions. Should the Village be unable to satisfy the manpower requirements in this manner, it shall then be permitted to solicit any and all seasonal and/or part-time employees to work. If the manpower requirements cannot be satisfied in this manner, then the Village may solicit any and all seasonal and/or part-time employees to work. It is understood that part time and or seasonal employees who are not assigned to a crew with full-time employees shall be permitted to work up to one half (1/2) hour past the normal ending time and such time shall be considered de minimus for purposes of this Article.

Employees normally scheduled to workdays who are temporarily assigned duties from 12:00 midnight through 7:00 a.m. shall be paid at the rate of one and three-quarter (1-3/4) times their normal hourly rate as a premium pay for such work.

Employees who work on the off-duty day granted by the Village in observance of a holiday shall be paid at the holiday rate plus double time for hours worked.

Hours worked on Sunday also shall be paid at a rate of two (2) times the employee's normal hourly rate.

The highest appropriate overtime shall be paid. The employee shall not be permitted to pyramid overtime pay.

Employees who are called to return to work during normal non-working hours shall receive a minimum of two (2) hours' pay or work at the applicable rate. Employees who are called to come into work within 2 hours of their scheduled start time shall be paid the appropriate overtime rate for hours worked for the additional hours worked as long as such notice was given no less than twelve (12) hours before their normal scheduled start time.

ARTICLE XIV **MANDATORY REST PERIOD**

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period, unless the Village declares an emergency which requires employees to work past 16 hours in a 24 hour period. It is expressly understood that the safety of the employees and the residents are of paramount importance and such emergency declarations shall only be in true emergencies of unforeseen circumstances.

ARTICLE XV **NO STRIKES - NO LOCKOUTS**

During the term of this Agreement, the Union, its officers and agents, and the employees agree not to instigate, promote, sponsor, cooperate with, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption in any of the Village's operations. In the event of a strike, slowdown, concerted stoppage of work, or any other intentional interruptions hereinabove mentioned by the employees covered by this Agreement, the Union agrees to:

A. Notify all employees immediately in writing that the strike slowdown, concerted work stoppage or other intentional interruption of Village operations is unauthorized and in violation of the Agreement;

B. Publicly announce that the strike, slowdown, concerted work stoppage or other intentional interruptions of Village operations is unauthorized and not condoned by the Union;

C. Make every reasonable effort possible to induce the employees involved to cease such action; and

D. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

ARTICLE XVI GRIEVANCE PROCEDURE/ DISCIPLINARY PROCEDURES

A. Discipline

The Employer agrees with the tenets of progressive discipline in appropriate (but not all) cases. Disciplinary action will be imposed for just cause.

Except in cases of discipline exceeding ten (10) working days, the Village will not consider disciplinary actions greater than two (2) years old if the employee involved has maintained a discipline-free record during the two-year period.

B. Definition of a Grievance

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement, or discipline of non-probationary employees.

C. Procedure

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within five (5) working days of the time the grievant becomes aware of the facts giving rise to the grievance. A grievance shall be processed as follows:

1st Step: Any employee who feels he has been aggrieved shall first discuss his grievance with his supervisor. If the matter is not satisfactorily resolved at this step, the grievant shall be entitled to request that it be advanced to the next step. If the grievance is in writing, the answer shall be in writing.

2nd Step: If the grievance is not resolved, it may be submitted to the 2nd Step, but action must be taken within three (3) working days. If it is not already in writing, it shall be reduced to writing by the grievant and submitted to the Department Director. The Department Director shall answer the grievance within five (5) calendar days of receiving it.

3rd Step: If the grievance is not resolved, the grievant may submit it to the Village Manager within three (3) working days of the decision in Step 2. The Village Manager shall meet as soon as possible with the grievant and shall provide an answer to the grievance in writing within ten (10) calendar days of such meeting.

4th Step: Arbitration. The Union shall have the sole authority to determine whether a grievance proceeds to arbitration. If the matter is not satisfactorily resolved, the Union may request arbitration.

Such request shall be within twenty-one (21) calendar days of receiving the answer in Step 3. Arbitration shall be binding. Except for probationary employees, disciplinary cases shall be arbitrable based on just cause. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Union shall strike one name and the Village shall strike another name; the Union shall strike another name and the Village shall strike one name; and the person whose name remains shall be the "Arbitrator"; provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The Arbitrator shall be notified of his selection by a joint letter from the Village and the Union, requesting that he set a time and place for a hearing,

subject to the availability of the Village and the Union. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his advisory recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The cost of the arbitration, including the fee and the expenses of the Arbitrator, shall be divided equally between the Village and the Union.

All requests to advance to the next step and all answers shall be in writing beginning with the second step. If the Village's representative at any step notifies the Union of lack of authority to settle a grievance, the Union may proceed to the next step. In the event a grievant has not requested a matter to be advanced within the time limit involved, it shall be considered resolved. In the event an answer is not provided within the time limits established, the grievant may request that the matter be advanced to the next step. All of the time limits established may be extended by mutual agreement.

In the first step the employee may be accompanied by a Union representative if he desires. From the second step on, the employee shall be entitled to be accompanied by a representative of his choice.

All grievances shall be scheduled at mutually convenient times and shall take place in a manner which does not interfere with the Village operations.

Neither the grievant nor his representative shall be entitled to any overtime payments for the time spent in processing or investigating a grievance. It is understood that matters subject to the jurisdiction of the Village Manager, such as, but not limited to, promotion outside of the bargaining unit, are not subject to this grievance procedure.

ARTICLE XVII
RETIRED EMPLOYEES' HEALTH INSURANCE

Employees who meet retirement eligibility criteria of the Village, the sick leave accumulated value up to 480 hours will be provided into the employee's Retiree Health Saving Account (RHS) account. Any amount of accumulated sick leave above 480 and less than 720 hours the Village shall contribute 50% of the sick leave value into the employee's RHS account. Retirement eligibility for sick leave conversion at retirement shall be defined as an employee who applies for a pension who has at least 10 years of service to the village and age 60 or 20 years of service who is eligible for a pension. This conversion of the value of the employee's accumulated sick leave at retirement is mandatory. Employees shall have no cash option for conversion of accumulated sick leave upon retirement.

Employees will participate in the annual RHS contribution program. The participation details and eligibility requirements have yet to be defined. It is understood that the Employer will not incur any additional expenses related to the funding of any RHS account.

ARTICLE XVIII
JOB CLASSIFICATION AND PROMOTIONS

- A. Existing job classifications are:
1. Maintenance;
 2. Mechanic; and
 3. Electrician.
- B. Promotions (movement from a lower job classification with the Village to a higher job classification), where made by the Village, will take into consideration the following criteria:
1. Qualifications of the employee/applicant for the open position;
 2. Past performance of employee/applicant with the Village;
 3. Length of service with the Village; and
 4. Other relevant criterion as determined by the Village.

**ARTICLE XIX
FILLING OF VACANCIES**

The Employer will post a notice of a vacancy in a bargaining unit position for seven (7) working days. For purposes of this section only, a vacancy means either (a) an opening in a job classification on a shift which is not the employee's regularly scheduled shift, a (b) vacancy in a bargaining unit position in the job classification of the mechanic/electrician where a bargaining unit maintenance employee wants to apply to perform the available work, or (c) a lateral where a permanent vacancy exists and it is not a work assignment or temporary vacancy.

The Employer will first seek volunteers to fill the vacancy. The most senior employee who volunteers for the vacancy and is presently qualified to perform the work will be selected to fill the vacancy. If there is no qualified volunteer, the Employer will fill the vacancy with the least senior employee who is presently qualified to perform the available work assignment and whose assignment to the vacancy will not, in the opinion of the employer, negatively impact other departmental work. Nothing in this Section will prevent or limit the Employer's right to hire an outside candidate where the Employer determines that there is no qualified volunteer to fill the vacancy.

**ARTICLE XX
SENIORITY**

A. **Seniority Defined**

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

B. **Breaks In Continuous Service**

An Employee's continuous service record shall be broken by (a) voluntary resignation, (b) discharge for just cause, (c) retirement, (d) failure to return from a leave of absence; and/or (e) being absent for three (3) consecutive days without reporting off.

C. **Seniority List**

Once each year, no later than February 1st, the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

ARTICLE XXI
EMERGENCY UNSCHEDULED OVERTIME

An emergency unscheduled overtime call-out list shall be created excluding mechanics and electricians, and employees on such list shall be called on a rotating basis. Employees not available when called for overtime work shall be treated as if they received overtime and employees available but not called shall receive priority for subsequent overtime opportunity. Overtime duty is mandatory.

Employees excluded from the overtime call-out list shall be eligible for overtime emergency unscheduled work on a rotating basis when resort to the above-mentioned call-out list does not result in enough qualified employees to perform the available work. Disputes concerning application of this Article shall be subject to the grievance procedure of this Agreement.

ARTICLE XXII
SAFETY

The parties agree the Village will maintain a safe workplace as required by law and employees are responsible for conducting themselves in a safe manner and shall comply with all relevant safety requirements. Employees who reasonably and justifiably believe that their safety and health are in danger due to an unsafe working condition, equipment or vehicle, shall immediately inform their supervisor. The supervisor shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XXIII
SICK LEAVE AND VACATION REPORTING

Accrued vacation and sick leave shall be reported on employees' paycheck stubs.

ARTICLE XXIV
RESIDENCY REQUIREMENT

As a condition of continued employment with the Village, employees shall maintain primary residency and domicile within the following boundaries:

A. The southern boundary shall be the nexus of Lake Shore Drive and Roosevelt Road westward to Ogden Avenue (Route 34); southwesterly and westerly to Route 59; north to its nexus with Route 64 and then westerly to a terminus at the intersection of Route 64 and Randall Road.

B. The western boundary line is Randall Road north to its intersection with McHenry Avenue, north to its intersection with Route 14; and north/northwestern to its terminus at the intersection of Route 176.

C. Route 176 is the boundary line on the north.

D. Lake Michigan is the boundary line on the east.

All previously approved exceptions to the residency boundary requirements that were confirmed in writing shall remain in effect and valid during the term of this Agreement. Management also reserves the right to consider additional exceptions to the boundaries in its discretion.

ARTICLE XXV
LAYOFF

In the event the Village in its discretion determines a layoff is necessary, such layoff will be from the classification or classifications established in this Agreement selected by the Village and in numbers determined by the Village. Probationary, part-time and seasonal employees shall be laid off first. Thereafter, employees shall be laid off in reverse order of seniority within classification providing the more senior employees in the classification are

capable of performing the work remaining for that classification without retraining or recertification.

The Village will give at least fifteen (15) days' notice prior to the effective date of the layoff to the Union and the affected employee or employees to be laid off, if practicable.

Employees laid off shall have their names placed on a recall list. The names of such laid off employees shall remain on the recall list for a period equal to the employee's seniority or three (3) years, whichever is less. Before a new employee can be hired into a classification where a recall list exists, the Village will recall laid off employees in the inverse order of layoff, so long as the employee is qualified to perform the available work without retraining or recertification. In the event of recall, an employer shall continue seniority and benefits accumulation based on seniority upon return from layoff. Accrued, unused benefits shall be restored provided the benefits were not paid out to the employee at the time of layoff.

ARTICLE XXVI **SEPARABILITY**

If any provision of this Agreement is subsequently declared by the legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII **MISCELLANEOUS**

A. **Tool Allowance.** The Village agrees to provide ninety-five dollars (\$95) per month to mechanics required as defined by Public Works management to purchase their own tools.

B. **Employee Relations Committee.** The parties agree that an Employee Relations Committee shall be created with a total of four (4) members; two (2) persons appointed by the Union and two (2) persons appointed from management ranks. Members shall serve for terms of

six (6) months and may be reappointed. The Employee Relations Committee shall serve in an advisory capacity to the Director of Public Works concerning matters such as job descriptions, safety, training, need for rules and regulations, accident reviews, improved work methods, productivity and promotional training opportunities.

The Employee Relations Committee shall meet at times mutually agreeable to its members. Where meetings are scheduled during work time prior notice to and approval from the Director of Public Works or his designee is required, provided, however, where deemed necessary by a member of the employee relations committee, meetings up to a maximum of two (2) hours per month during work time shall be allowed.

C. **Regularly Scheduled Working Hours:** The regularly scheduled work hours shall be 7:00 a.m. to 3:30 p.m. for the term of this Agreement, except as otherwise provided below during designated Summer Hours.

D. **Commercial Driver's License:** If as a condition of employment, the employee must maintain a valid commercial driver's license (CDL), then the Village shall reimburse the employee, upon presentation of a receipt, the cost difference between having to obtain a typical driver's license and a CDL.

E. **Night Mechanics' Differential Pay:** Employees assigned to work as "Night Mechanics" shall be paid one (1) hour of regular pay for every eight (8) hours worked on a regularly scheduled workday as differential pay.

F. **Night Mechanics' Summer Hours:** During the period of April 1 through October 31, the regular working hours for Night Mechanics on Fridays shall be 9:30 a.m. through 6:00 p.m. During the period beginning on the Tuesday after Memorial Day and extending through the Friday before Labor Day, the regular working hours for Night Mechanics on Monday through Thursday shall be 2:30 p.m. to 11:00 p.m.

G. **Nightmen/Pumpmen Scheduled Hours:** Employees who work as alternates for Nightmen or Pumpmen shall work their regularly scheduled shift and then work the regularly scheduled Nightman or Pumpman shift (whichever is applicable).

Alternates will be selected without the right of refusal from rotating lists established by Management. In the event that an employee is unable to work a given Pumpman or Nightman shift, he or she may arrange to have another qualified employee work the shift instead provided Management approves. One alternate will be selected for each regular Pumpman and/or Nightman off-duty day.

H. **Summer Hours for Positions (other than Night Mechanic):** The regularly scheduled Summer Hours for all positions (other than night mechanic) shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday. Provided, however, the regularly scheduled Summer Hours may be changed to 6:00 a.m. to 2:30 p.m., Monday through Friday, by means of an annual vote and subject to the following terms: (i) all employees in the Division will be affected by the change; (ii) a majority of the employees in each Division who participate in the vote agree to make this change; and (iii) no "premium pay" will be earned or paid from 6:00 a.m. and 7:00 a.m., Monday through Friday for the affected Division(s). As recognized in the Side Letter of Agreement entered into by the Parties on or about June 14, 2006, a change to Summer Hours (when applicable) will not result in additional overtime opportunities or expense to the Village given that the affected employees will experience a change of their regularly scheduled workday and workweek during those designated periods when Summer Hours are in effect.

I. The Memorandum of Agreement attached as Exhibit C will remain in effect throughout the term of this Agreement, except as provided otherwise pursuant to an express provision of this Agreement.

J. **Compensatory Time**: Subject to the remaining provisions of this Agreement (including those in Article VIII) bargaining unit employees who work authorized overtime hours may elect to bank compensatory time hours (in lieu of receiving overtime pay) for up to a maximum cap of twenty-four (24) hours computed on a rolling basis. Compensatory time will be computed and placed in the employee's compensatory time bank at the applicable overtime rate of pay. For example, an employee who works one (1) hour of overtime eligible to be paid at a double-time rate shall instead receive two (2) hours deposited in their compensatory time bank. Similarly, an employee who works one (1) hour of overtime eligible to be paid at a time-and-one-half rate shall receive a 1-1/2 hours deposited in their compensatory time bank.

A request to use compensatory time shall require a minimum of forty-eight (48) hours advanced notice and employees using compensatory time will count when determining the number of employees who can be off at a given time as set forth in Article V of this Agreement.

Requests to use banked compensatory time in increments of two (2) consecutive hours normally will be approved by the employee's immediate supervisor within a reasonable period of time following the employee's request provided it does not unduly disrupt the business operations. All compensatory time banks must be cashed out on October 1st of each year (computed at the straight time rate for each banked compensatory hour).

ARTICLE XXVIII CERTIFICATION

Certification Pay Qualified employees will receive a payment in the amount referenced below while holding one or more certifications/licenses as follows, subject to the remaining provisions of this Article.

A. Qualified employees shall receive a Six Hundred Dollar (\$600) pro-rata payment as part of the employee's regular payroll check while holding one (or more) of the following certifications:

1. Water Operator License (State of Illinois) (Class C or Better);
2. Arborist License (State of Illinois);
3. Certified Mechanic/EVT Certification – All mechanics working on March 1, 1988 shall be deemed qualified to receive certification pay.;
4. Landscape Industry Certified Horticultural Technician; and
5. Exterior Technician (National Association of Landscape Professions (NALP))

B. Qualified employees shall receive a Three Hundred Fifty Dollar (\$350) pro-rata payment as part of the employee's regular payroll check while holding one or more of the following certifications:

1. Pesticide Operator License (State of Illinois); and
2. Pipeline Assessment/Certification Program (National Association of Sewer Service Companies (NASSCO) and Parts Specialist (National Institute for Automotive Service Excellence (ASE) certification as compensable credentials or Parts Specialist.

C. The Village shall retain a minimum of two (2) employees with water licenses, two (2) employees with arborist licenses, four (4) employees with Certified Mechanic/EVT certifications and three (3) employees with pesticide licenses.

ARTICLE XXIX ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

ARTICLE XXX DURATION

This Agreement shall be effective upon execution and shall remain in full force and effect through December 31, 2027. Thereafter, this Agreement shall renew itself automatically from year

to year for one year periods, unless either party shall notify the other party not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to December 31, 2027, or any subsequent anniversary date, of either party's desire to modify or terminate this Agreement.

In the event notice of modification is given, this Agreement shall terminate at such time as either party gives two (2) weeks' notice of termination subsequent to December 31, 2027.

FOR THE VILLAGE OF MOUNT PROSPECT

Village President

Village Clerk

Date

FOR THE INTERNATIONAL UNION
OPERATING ENGINEERS LOCAL 150



James Sweeney, President/Business Manager

01/19/23

Date

APPENDIX A

Maintenance Worker

	Jan-23	Jan-24	Jan-25	Jan-26	Jan-27
Step 7	\$ 45.07	\$ 48.67	\$ 52.56	\$ 54.14	\$ 55.77
Step 6	\$ 42.45	\$ 45.84	\$ 49.51	\$ 50.99	\$ 52.52
Step 5	\$ 40.49	\$ 43.73	\$ 47.23	\$ 48.65	\$ 50.11
Step 4	\$ 38.85	\$ 41.96	\$ 45.31	\$ 46.67	\$ 48.07
Step 3	\$ 37.20	\$ 40.17	\$ 43.39	\$ 44.69	\$ 46.03
Step 2	\$ 35.72	\$ 38.58	\$ 41.66	\$ 42.91	\$ 44.20
Step 1	\$ 34.35	\$ 37.10	\$ 40.07	\$ 41.27	\$ 42.51
Start	\$ 33.20	\$ 35.86	\$ 38.72	\$ 39.89	\$ 41.08

Mechanics/Electricians

	Jan-23	Jan-24	Jan-25	Jan-26	Jan-27
Step 7	\$ 47.51	\$ 51.31	\$ 55.41	\$ 57.08	\$ 58.79
Step 6	\$ 45.55	\$ 49.20	\$ 53.13	\$ 54.73	\$ 56.37
Step 5	\$ 43.81	\$ 47.32	\$ 51.10	\$ 52.64	\$ 54.21
Step 4	\$ 42.05	\$ 45.41	\$ 49.04	\$ 50.51	\$ 52.03
Step 3	\$ 40.30	\$ 43.53	\$ 47.01	\$ 48.42	\$ 49.87
Step 2	\$ 38.46	\$ 41.54	\$ 44.86	\$ 46.21	\$ 47.59
Step 1	\$ 36.70	\$ 39.63	\$ 42.80	\$ 44.09	\$ 45.41
Start	\$ 35.13	\$ 37.94	\$ 40.98	\$ 42.21	\$ 43.47

APPENDIX B

First Name	Last Name	Hire Date	% of Plan Cost	Proposed Village Benefit Payment
ALBANO	BRAGAGNOLO	7/3/2000	41% \$	10,000.00
KEITH	KUHN	11/8/1995	45% \$	10,000.00
JAIRO	GOMEZ-CAMPUZ	10/1/2007	45% \$	10,000.00
JOHN	JUNIUS	12/9/2002	45% \$	10,000.00
DEAN	MORGAN	8/15/2000	45% \$	10,000.00
STEPHEN	BROWN	1/3/1995	45% \$	10,000.00
MICHAEL	HOFFMANN	3/19/2001	45% \$	10,000.00
JOHN	FRANK	7/10/2000	60% \$	5,000.00
SALVADOR	CASTELLANOS	7/2/1993	60% \$	5,000.00
TONYA	BRACHER	10/30/2006	80% \$	5,000.00
KYLE	SLESICKI	5/4/2006	80% \$	5,000.00

APPENDIX C

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement ("MOA") is entered into by and between the International Union of Operating Engineers, Local 150, AFL-CIO ("Union") and the Village of Mount Prospect ("Village") and its Public Works Department, collectively referenced herein as the "Parties." The Parties agree as follows:

1. **Background Information:** The Union and the Village are parties to a collective bargaining agreement covering the period from January 1, 2016 through December 31, 2021 (the "CBA"). The CBA governs the terms and conditions of employment for various employees who perform services in the Village's Public Works Department, including without limitation, employees who are regularly assigned to perform services in the role(s) of "Water Operator" or "Nightman".
2. **Purpose of MOA:** During a recent review of the CBA, a business decision was made to add this MOA to the CBA to reflect the longstanding past practice and payroll practices related to the method of computing pay and hours of work for employees in the two job assignments that are referenced in Paragraph #1 above.
3. **Application of MOA terms:** There is nothing in this MOA that is intended to alter the application and construction of the existing CBA terms. Additionally, the parties acknowledge and agree that there is nothing in this MOA that alters the amount or method of computing pay or hours of work for any affected bargaining unit employees covered by the CBA.
4. **Clarification of Past Practices :** The parties agree and acknowledge that the CBA will be construed as follows with respect to the terms and conditions of employment for covered employees who are assigned to regularly perform services as a Nightman or Pumpman:
 - a. **Terms Defined:** As used in this CBA:
 - (i) References to "Pumpman" or "Pumpmen" shall be removed and replaced with the reference to "Water Operator".
 - (ii) References to the terms "Nightman" or "Nightmen" will remain unchanged.
 - b. **Normal Working Hours**

The "normal working hours", as defined in Section 4.1 of the CBA for employees who are regularly assigned to the job task of Water Operator or Nightman will be construed as follows:

 - (i) Water Operators: 12 PM – 10PM, four (4) days on / four (4) days off, perpetual rotation. There are two (2) permanent Water Operator assignments.

- (ii) Nightman: 10 PM – 8 AM, four (4) days on / four (4) days off, perpetual rotation. There are two (2) permanent Nightman assignments.

As of the time of execution of this MOA, the Village employed two (2) full time employees who were regularly assigned to the position "Nightman". As used in this MOU and the CBA, when two or more employees are employed in the role of "Nightman", those positions will be referred to as "Nightmen" and those terms will be used interchangeably.

c. **Overtime Hours of Work:** The following provisions will apply for purpose of application of Section 4.4 to affected employees:

- (i) Water Operators and Nightmen are eligible for overtime pay (1.5x their regularly hourly rate of pay) when they actually work ten (10) or more hours of consecutive services in a regularly scheduled work day (e.g., a day that is part of the normal four (4) day workweek rotation for those employees).
- ~~(ii) Water Operators and Nightmen are also eligible for overtime pay (1.5x their regular hourly rate of pay) when they actually work on a day that is not a normally scheduled workday. Not scheduled to work.~~
- (iii) If a Water Operator performs an additional work assignment that is compensable at a higher rate by virtue of a different provision of the CBA (i.e., double time on Sunday), the higher overtime rate would govern for those hours.

d. **Premium Time**

- (i) Water Operators are entitled to premium pay according to this MOA for all hours of work actually performed between 12:00 AM through 7:00 AM on days that the affected employee is normally scheduled to work (this includes Saturday and Sunday if it is a scheduled shift day).
- (ii) Nightmen are not entitled to premium pay pursuant to this subsection (d) of this MOU.

e. **Holidays**

- (i) When a Village observed holiday as listed in Section 9.1 of the CBA falls on a normal scheduled workday of a Water Operators and/or Nightman, if scheduled, the affected employee may not request the day off using vacation, personal or sick time. Provided, however, the affected employee may ask the other regularly scheduled Water Operator(s) (or a regularly

scheduled Nightman, when applicable) to switch shifts for the scheduled observed holiday.

- (ii) Water Operators and Nightmen are allowed to take their paid holiday time on a regularly scheduled shift day that falls on the pay period that falls during the week of the Village observed holiday OR during the pay period that falls immediately prior to or immediately after the day that the Village observed holiday falls.
- (iii) Water Operators and Nightmen will accrue paid holiday time based eight (8) hours of regular pay for each Village observed holiday.
- (iv) Up to eight (8) hours of earned holiday pay time may be used by a Water Operator or a Nightman as "floating holiday time" on a regularly scheduled ten (10)-hour shift that the affected employee would normally be scheduled to be working. However, this floating holiday pay time cannot be applied or used on an actual Village observed holiday.
- (v) To receive compensation for the full ten (10)-hour shift, the Water Operators or Nightmen will be required to either work the remaining two (2) hours of the ten (10) hour shift, or use two (2) hours of accrued personal time in addition to the eight (8) hours of paid floating holiday time as referenced above.

Example: The Water Operator and Nightman that actually work a full normal shift (ten (10) hours of work) on a Village observed holiday are compensated for the ten (10) hours of work actually performed at the double time rate for those holiday hours worked plus the ten (10) hours of regularly scheduled shift hours.

f. Differential Pay

- (i) Water Operators and Nightmen shall be compensated for eighty (80) hours of work during each pay period without regard to the total number of hours of work actually performed during that pay period, subject to any deductions or offsets as provided in the CBA (including this MOA).
 - (ii) The Water Operator and Nightman shall also be compensated for one (1) additional hour of straight time pay (at the employee's regular rate) for every ten (10) hours of work performed (or time paid when combined) in this capacity.
5. In the event of a dispute concerning the application or the interpretation of the terms of this MOA, the parties agree and acknowledge that evidence related to past practice will include payroll practices regarding the manner in which these terms were previously handled.
 6. By virtue of this MOA, the parties agree and acknowledge that no employee is entitled to any additional pay or compensation for any work performed prior to the effective date of

this MOA. Additionally, neither the Union nor the Village admits to any wrongdoing or violation of the CBA or any past practice or agreement related to the terms of this MOA.

7. The individuals who sign this MOA below acknowledge and represent that they are authorized to represent their respective party to these terms. By entering into this MOA, both parties acknowledge that the MOA is fully agreed to and in good faith to confirm the parties' longstanding past practice related to these issues and to minimize any confusion in the event of a future audit by a third party who inquires about these issues.

AGREED TO AND UNDERSTOOD BY:

VILLAGE OF MOUNT PROSPECT

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

By: *M. J. [Signature]*

By: *Deanna M. Distasio*

Its: *VILLAGE MANAGER*

Its: *Attorney*

Date: *1/8/21*

Date: *12/3/2020*