AGREEMENT

Between

CITY OF PARK RIDGE

And

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150

May 1, 2007

Through

April 30, 2011

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AGREEMENT
Between
CITY OF PARK RIDGE
And
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
May 1, 2007 - April 30, 2011

ARTICLE I
Purpose of Agreement

This Agreement entered into by the City of Park Ridge, Illinois (hereinafter referred to as the "City") and International Union of Operating Engineers, Local 150, AFL-CIO (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the City and the Union; the establishment of equitable and peaceful procedures for resolution of any misunderstandings or differences which may arise, and to set forth herein the full agreement between the parties concerning the rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE II
Effective Date of Agreement

This Agreement shall be effective from the day following execution and shall remain in effect until April 30, 2011, except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) nor more than ninety (90) days before the expiration date. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement after January 1st of any year in which this Agreement is due to expire. Notices of termination required by this provision, if by the City, shall be addressed to the Union at 6200 Joliet Road, Countryside, Illinois 60525 and, if by the Union, to the City at the office of the City Manager, 505 Butler Place, Park Ridge, Illinois 60068. Termination notice shall be considered to have been given as of the date shown on the postmark.

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date up to such time as negotiations for a new contract are broken off by either party. All provisions of this contract shall continue to remain in full force and effect during said period.

ARTICLE III
Recognition of Union

Pursuant to certification by the Illinois State Labor Relations Board in Case No., the City recognizes the Union as the exclusive collective bargaining agent for the purposes of establishing wages, hours and conditions of employment for all full-time employees of the City of Park Ridge in the Public Works Department in the following classifications: Maintenance Worker I, Maintenance Worker II, Building Maintenance Person, Maintenance Worker III, Mechanic I and Mechanic II. Excluded from the bargaining unit are the Water Plant Operator in charge,

Pumping Station Operator, all managerial, supervisory and confidential employees of the Public Works Department and all other employees of the City of Park Ridge.

ARTICLE IV
Management Rights

Except as specifically limited by the express provisions of this Agreement, this written understanding between the City and the Union shall in no way be construed to limit the authority of the City to manage the operations and direct its employees. This authority shall be exclusively vested in and retained by the City. This authority, shall include but shall not be limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by the employees; the right to establish the number and classification of positions; discipline and or/discharge employees for just cause; to transfer; to authorize promotions; to maintain discipline, order and efficiency, the right to make and enforce reasonable rules; to introduce new, improved or different methods, materials, equipment and facilities; and to change or to eliminate existing methods, materials, equipment or facilities.

ARTICLE V
Wages

A. *Current Wage Schedule.*

Effective May 1, 2007 through April 30, 2008, the wage scale for bargaining unit positions shall be as set forth in Table A attached herein and made a part hereof, which includes a .75% equity adjustment.

Note: Said increase shall be retroactive to May 1, 2007, for all hours paid for employees in the bargaining unit as of January 14, 2008.

B. *Future Wage Adjustments.*

Second Year — Effective May 1, 2008 through April 30, 2009, the wage scale for bargaining unit positions shall be as set forth in Table A attached herein and made a part hereof, which includes a .25% equity adjustment.

Third Year — Effective May 1, 2009 through April 30, 2010, the wage scale for bargaining unit positions shall be as set forth in Table A attached herein and made a part hereof, which includes a .25% equity adjustment.

Fourth Year — Effective May 1, 2010 through April 30, 2011, the wage scale for bargaining unit positions shall be as set forth in Table A attached herein and made a part hereof, which includes a .25% equity adjustment.

C. *Effect of Merit Rating System.*

Advancement to higher range steps are subject to a merit rating system in accordance with the City of Park Ridge employee manual.

D. *Calculation of Bi-weekly Pay.*

The salaries and wages of employees shall be paid in bi-weekly pay periods, with paydays falling on Friday. For purposes of computing bi-weekly pay, the annual salaries will be divided by 26.0.

E. *Acting Crew Leader Pay.*

If a Maintenance I or II is specifically assigned by the City to serve as an Acting Crew Leader of a work crew consisting of three (3) or more bargaining unit employees, then such employee shall receive an Acting Crew Leader pay differential of twenty-five dollars ($25.00) for each workday in which the person works in such acting assignment for three (3) or more hours. An Acting Crew Leader will normally be selected from the Division from which the work is being performed.

Maintenance Worker III's are ineligible for Acting Crew Leader Pay and can lead a crew in any Division. No employee shall receive compensation under this Section if the employee is eligible to receive compensation under Article VI, Section O (Acting Foreman).

ARTICLE VI
Benefits

A. *Longevity.*

Commencing May 1, 2004, Longevity will be paid according to the following schedule:

Longevity Step	Satisfactory Completion of Years of Continuous Service	Annual Longevity Pay Amount
G Step	10 years	$1050
H Step	15 years	$1250
I Step	20 years	$1450

Longevity pay shall be effective on the anniversary date of employment according to the continuous length of service specified, subject to satisfactory merit ratings. It should be pointed out that longevity pay is not necessarily to be considered automatic upon completion of the necessary years.

B. *Standby Pay.*

Employees scheduled for one week of standby to perform salting will receive $125.00 per week standby pay whether or not the employee is called out at any time during the week to perform salting; provided, however, that standby pay is not payable if an employee on standby does not respond to a call out. (This amount shall be increased to $150 per week effective May 1, 2008.) In addition, employees on standby shall be supplied with pagers. The Standby Schedule shall be posted no more than one week in advance.

C. *Incentive Pay.*

As an incentive for personnel responsible for vehicle and equipment maintenance to improve their skills and productivity, the City agrees to compensate employees who successfully complete the entire battery of tests leading to designation of either "Certified General Automobile Mechanic" or "Certified General Truck Mechanic" (said certification tests administered by the National Institute for Automotive Service Excellence) the annual sum of $700 for each of the certifications received. Said sums shall be pro-rated from the date of official notice of passing and will be added to the bi-weekly paycheck.

In addition, the expense of taking the test, not to exceed $50, shall be refunded to the employee upon successful completion of the battery of tests.

D. *Life Insurance.*

The City will provide employees a group term life insurance policy in the amount of $40,000, the premium for which will be paid by the City. The City shall make available supplemental term life insurance at group premium rates to be paid for by the employee.

E. *Medical Insurance: Employees.*

1. Basic Provisions. Except as otherwise provided herein, the comprehensive major medical plans which are in effect on the effective date of this Agreement shall be continued in effect. If the City makes any future plan changes, the plan changes will be the same as the plan changes for all management employees in the City of Park Ridge. The Union and employees will receive 30 days' advance notice in writing. The master insurance documents are controlling as to benefits and eligibility. The statements herein are only descriptive.

2. Premium Costs. Premium costs under the medical plans are controlled by the concept that both the City and the employee shall share in payment of the premium cost for both employee and dependent coverage. Retroactive to May 1, 2007, an employee shall pay 10% of the premium for employee or family coverage (employee and dependents), and the City shall pay 90% of the premium. Notwithstanding the foregoing, the monthly premium contributions for single or family coverage under the applicable plan shall not exceed the monthly dollar caps set forth below in the corresponding years of the Agreement:

	Type of Coverage	PPO 1	PPO 2	HMO
May 1, 2007-April 30, 2008	Single	$75.00	$32.81	$45.00
	Family	$195.00	$83.58	$110.00
May 1, 2008-April 30, 2009	Single	$83.00	$36.09	$49.50
	Family	$205.00	$91.94	$110.00
May 1, 2009-April 30, 2010	Single	$92.00	$39.70	$54.45
	Family	$225.00	$101.15	$121.00
May 1, 2010-April 30, 2011	Single	$101.20	$43.67	$59.89
	Family	$247.50	$111.24	$133.10

3. Section 125 Plan. Subject to applicable law, the City will continue a plan under Section 125 of the Internal Revenue Code covering employee contributions to medical insurance.

F. *Medical Insurance: Retirees.*

Full-time employees who terminate in good standing on or after the date of signing of this Agreement with twenty (20) or more years of City service, and are fifty (50) years of age or older at termination of City service, may elect coverage under the City's group medical insurance plan (employee and dependents) by paying the full group premium amount, which amount may change from time to time. If the former employee is receiving a pension, the amount shall be deducted from the pension check or, if not legally possible, shall be paid quarterly in advance. This coverage is only available up to the date the former employee is eligible for Medicare and must be continuous from the date of termination in good standing from City service.

The City will make arrangements through the insurance carrier to provide that when a retired employee who has elected to continue group medical insurance to age 65, reaches age 65, that the employee's spouse will be eligible to continue group medical coverage by paying the full single premium, for up to five years, but not beyond age 65.

G. *Dental Insurance.*

The City will make available the same dental insurance plan benefits which presently are in effect for certain other employees. If benefits are changed for any other employee group, these same changes will be applicable to the IUOE bargaining unit. Effective May 1, 2008, employee premium contributions shall be as follows:

Employee only	$3 per month
Family Coverage	$31.00 per month

H. Sick Leave.

Employees shall accumulate sick leave with pay at the rate of one day per month for each month worked accumulative to a maximum of 240 working days. Sick leave shall not be considered a benefit to be used at the employee's discretion but shall be allowed only in the following instances:

1. sickness of the employee;

2. employee's physical and dental examination only if it is impossible to schedule such exam on employee's own time;

3. to care for a spouse, child or parent who has a serious medical condition as defined by the FMLA.

Sick leave is not to be used for matters of personal convenience such as (but not limited to) weddings, graduations, personal business or family medical appointments. Violation of these provisions shall be grounds for disciplinary action. The City may use any reasonable measures to verify proper use of sick leave including, but not limited to: (1) requiring employee to submit medical certificates; (2) requiring employee to submit to physical exam at City's expense; and (3) requiring employee to submit full details in writing explaining his absence.

An employee who is sick is expected to be confined to his place of residence or hospitalized unless he is en route to or from or located at the office of a physician or unless the employee has received permission from his immediate supervisor to be absent from his place of residence, which permission shall not be unreasonably withheld.

The Union agrees to the sick pay policy as per City Employee Manual. An employee shall not be charged with a sick leave occurrence for a pre-approved doctor visit or a documented pre-approved series of doctor visits.

All employee medical information is confidential. Human Resources Department is the only department that shall accumulate, hold and review such information.

I. Sick Leave at Retirement.

Employees who retire or resign, in good standing, shall upon separate from service receive compensation for 35 percent of all sick leave days accrued and unused in excess of 120 days up to 180 days, payable at the employee's regular straight-time rate of pay. (Example: 180 days minus 120 = 60 days; 60 days times 35% = 21 days' pay).

J. Time Off.

4. Leave Time. For administrative purposes vacation time and floating holidays shall be considered "leave time." Leave time shall be earned and will accrue from the date of employment. Each employee shall be entitled to annual leave time in accordance with the following schedule:

Years of Continuous Service	Number of Working Days of Leave Time	(37.5 Hour) Accrual Rate Per Day Period
1	14	4.038
2	14	4.038
3	14	4.038
4	14	4.038
5	14	4.038
6	15	4.327
7	16	4.615
8	17	4.904
9	18	5.192
10	19	5.481
11	20	5.769
12	21	6.058
13	22	6.346
14	23	6.635
15	29	8.365

When an employee's service with the City is terminated in good standing, he shall receive compensation for accrued leave time; provided, however, that if such termination is by voluntary resignation which has not been requested by the City, the employee will give the City at least two weeks' notice or compensation for unused leave may be denied.

The department head shall establish a leave schedule for employees sufficiently early each year so that all employees can plan their own schedule and so that departmental supervisors can program the work of the department so as to provide a minimum of disruption of the work of the department. For purposes of scheduling leave, a list of employees will be prepared by the City assigning employees into one of four groups: (1) Street; (2) Water and Sewer; (3) Garage; or (4) Grounds. At any given time, no more than four (4) employees shall be scheduled for leave from the Street or Water and Sewer groups and no more than one employee shall be scheduled for leave from the Garage or Grounds group, except that the City may permit additional employee(s) to take an additional leave day, subject to advance approval by the Director of Public Works or his designee.

Leave time may be taken in one-day increments or one-half day increments, but it is understood that the decision that the decision to grant leave rests solely with the City and that it may be difficult at times for operational reasons to grant one-half day leaves.

Employees who earn up to 20 leave days per year may accrue up to a maximum of 35 leave days, employees who earn more than 20 leave days per year may accrue up to a maximum of 45 leave days.

5. Holidays. The following eight days are holidays for employees with pay: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas.

   Holidays falling on a weekend shall be celebrated on the previous Friday or the succeeding Monday by direction of the City Manager. Any employee scheduled to work the day before or the day after a holiday must work those days in order to receive holiday pay (unless absence is due to an approved FMLA leave, approved vacation day, or sick leave if an acceptable medical certification is provided to the City).

6. Funeral Leave. In the event of death in the employee's immediate family, the employee will receive up to three consecutive days of paid funeral leave (seven and one-half hours per day) in order to attend the funeral. The immediate family is defined as the employee's spouse, parent, child (natural, step or adopted), grandchild, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law, and sister-in-law. The City has the right to require substantiation of death. In the event the employee attends the funeral of a relative not listed above, the employee may request the use of one day of sick leave.

K. *Uniforms.*

The City will provide, upon request, rental uniforms at no cost to the employee, which shall include a City shirt and trousers.

1. Employees shall wear the uniform shirt or City issued T-Shirt at all times.

2. Each work day, an employee shall report to work wearing a City issued uniform shirt or T-Shirt. Employees who elect not to receive a rental uniform shall turn in all items, other than the shirts, and shall wear their own clothes. Their own clothes shall meet the supervisor's approval in regard to suitability.

3. In addition to the foregoing, each new fiscal year, the City will provide five (5) City imprinted T shirts to each bargaining unit employee for use while working.

L. *Safety Shoe/Clothing Allowance.*

During each fiscal year, each employee may be reimbursed in an amount up to Four Hundred Dollars ($400) to offset the cost of the employee's purchase of work clothing

and/or safety work shoes or boots, Carhardtts, winter gear, etc., approved by the City. To be eligible for such reimbursement, the employee shall provide proof of purchase in a manner specified by the City. Reimbursement checks shall be issued once each year by the City.

All employees shall wear safety shoes during working hours, including all call out situations. Employees are required to maintain their safety shoes in a reasonable fashion.

M. Tool Allowance.

Commencing with the May 1, 2007 fiscal year, there shall be an annual mechanic tool allowance of up to $700.00 per mechanic, which said amount shall increase to $750 effective with the May 1, 2008 fiscal year. This amount will be paid once during the fiscal year when the employee supplies receipts for up to $750 for tools purchased by the employee during said fiscal year.

N. Commercial Driver's License.

The City shall reimburse any employee for the fee of obtaining a required commercial driver's license, and any job related license endorsements, as specified by the City. The employee must provide a receipt in order to receive payment. If an employee does not obtain, or loses, the driver's license (or endorsements) which the City determines is appropriate for fulfilling job requirements, the City at its sole discretion, will place the employee in a classification where a driver's license is not required or will place the employee on unpaid layoff status for up to one year. If the employee does not return to work after one year, the employee's service terminates.

O. Acting Foreman.

Where an employee is designated by the City to serve as acting supervisor for one-half day or more, the employee shall receive a pay differential of $25 per day effective upon execution of this Agreement, which said amount shall increase to $30 per day effective May 1, 2010.

P. Family and Medical Leave.

The City agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Accordingly, any City policies, orders, rules or regulations applicable to bargaining unit employees, as the same may be changed from time to time by the City, shall be in accordance with what is legally permissible under the FMLA.

ARTICLE VII
Hours of Work and Overtime

A. Work Hours.

1. The normal hours of work shall be 37-1/2 hours per week and 7-1/2 hours per day. Unless otherwise scheduled by the department head or supervisor, the normal work hours for mechanics shall be 7:00 a.m. to 3:00 p.m., less thirty minutes for lunch, and for other employees 7:00 a.m. to 3:00 p.m. or 7:00 a.m. to 4:00 p.m., less thirty minutes for lunch (where the City determines a late shift is appropriate). When an employee is scheduled for a normal workday and reports for work at the scheduled starting time, the employee shall be guaranteed 7-1/2 hours of continuous work on that day.

   Before the City assigns employees to the late shift, 7:00 a.m. to 4:00 p.m., volunteers shall be sought. In lieu of overtime pay, employees shall receive compensatory time for overtime hours worked as a result of working the late shift, subject to the compensatory time maximum specified in Paragraph C of this Article.

2. Except for emergency situations involving an attempt to call-out all or substantially all bargaining unit employees, the City will attempt to fill its requirements for emergency call-outs from employees who are not on leave time. After a reasonable attempt has been made to reach such employees, the City will then attempt to call out employees on leave time.

3. When employees are called out early, the employee will typically have the opportunity to complete his normal work schedule for that day.

B. Overtime Compensation.

An employee who works more than 37-1/2 hours in a week shall be entitled to compensation at the rate of time and one-half for such hours, except that an employee who works either on a Sunday or a holiday shall be paid at a double-time rate with a three-hour minimum. Premium pay for a holiday shall be for the actual day of the holiday, not the day of observance. In computing weekly overtime, hours paid but not worked shall be considered hours worked for the purpose of computing overtime.

An employee who is required to work between midnight and his regularly scheduled workday starting time due to an emergency situation/ or unplanned call-in will be paid at the rate of time and one-half for such hours of work. (E.g., if an employee's regular start time is 7:00 a.m., and he works from midnight to 7:00 a.m., then such employee shall be paid at time and one half for the hours worked from midnight to 7:00 a.m., but only in an emergency situation.) An employee who is scheduled in advance to perform non-emergency work between midnight and his or her regularly scheduled workday starting time will be paid straight pay. With the exception of street sweeping, stripping, work performed on a voluntary basis, or non-emergency work customarily performed outside of regular working hours, an employee will be paid at time and a half for hours worked

between midnight and the employee's regularly scheduled workday starting time.) An emergency situation shall include any job extensions due to that emergency; for example: river flooding or business district snow removal. A temporary change to an employee's starting time for snow operations shall not be considered a change to the employee's regularly scheduled workday starting time for purposes of overtime eligibility under this paragraph.

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Agreement. There shall be no pyramiding of overtime rates.

An employee who is called out on a day other than a Sunday or a holiday shall be entitled to receive overtime compensation at the rate of time and one-half (1-1/2) for a minimum of four (4) hours unless the period of the call-back immediately precedes or follows a regularly scheduled work period, in which case the employee will be paid for the time actually worked at overtime rates.

C. *Compensatory Time.*

Any employee entitled to overtime pay under the provisions of this Agreement (either time and one-half or double-time) may elect "compensatory time" in lieu of overtime pay. The maximum amount of compensatory time which an employee may accrue during a fiscal year shall be sixty (60) hours. An employee who has accrued compensatory time and wishes to take this time off must submit advance request to the City pursuant to reasonable administrative rules established by the City. Compensatory time must be used in increments of four (4) hours or more. The City will approve requests for compensatory time off, consistent with the operational needs which the City in its judgment determines are necessary or proper. Persons who terminate employment with the City with unused, accrued compensatory time shall be paid the cash value of this time at the hourly rate of the employee in effect at the time of termination of employment.

ARTICLE VIII
Continuation of Service

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown or withholding of services during the term of this Agreement as a result of a labor dispute with the City or for any reason whatsoever.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union or for any reason whatsoever.

All employees who hold a position of officer or other position of authority in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this paragraph to return to work.

ARTICLE IX
Fair Share and Check-Off

A. *Fair Share.*

During the term of this Agreement, employee who do not choose to become dues paying members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), with respect to any constitutional right of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

B. *Dues Deductions*

During the term of this Agreement, the City will deduct from each employee's paycheck once each pay period the uniform, regular Union dues from each employee in the bargaining unit who has filed with the City a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon thirty (30) days written notice to the City. The City will send the dues collected under this Section to the Union each month.

The actual dues amount to be deducted, as determined by the union, shall be uniform in each classification and step in order to cease the City's burden of administering this provision. The Union may change the fixed uniform amount once each calendar year during the life of this Agreement by giving the City at least thirty (30) days' notice of any such change in the amount of the uniform dues to be deducted.

If an employee has no earning or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

C. *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 for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any provisions of this Article.

D. *Credit Union Check-Off.*

Employees will be permitted to participate in the Northwest Municipal Credit Union and upon receiving authorization signed by a participating employee the City agrees to deduct from the employee's paycheck once each month the amount authorized; said deduction shall occur at the same time as the dues check off deduction occurs. Monthly statements of the amount due shall be supplied by the Credit Union to the City and a check for that amount shall be remitted by the City.

ARTICLE X
Grievance Procedure and Representation Matters

A. *Grievance and Arbitration.*

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended.

Step 1: The employee, with or without a Union representative, may take up the grievance with the employee's immediate supervisor within fifteen (15) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

Step 2: If not adjusted in Step 1, the grievance shall be reduced in writing and presented by the Union to the Department Head within fifteen (15) calendar days following supervisor's answer to Step 1. The Department Head shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Union within fifteen (15) calendar days after receipt of the grievance.

Step 3: If not satisfactorily adjusted in Step 2, the grievance shall be submitted to the City Manager within fifteen (15) calendar days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or his representative. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Manager or his designated representative shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4: If the grievance is still unsettled, it may be referred for arbitration by written request made within fifteen (15) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

1. The parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, the parties shall jointly request a panel from the Federal Mediation and Conciliation Service, from which panel the parties shall alternatively strike names until only one name shall remain.

2. The arbitrator shall hold a hearing where each party may present evidence and file post-hearing briefs. The hearing shall only be open to all parties in interest.

3. The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing or from the date of filing post-hearing briefs.

4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

5. The decision of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved.

6. The expenses of the arbitration, including the arbitrator's fee, shall be shared equally by the parties. Each party shall bear the expense of their own presentation and witnesses.

7. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

B. *Discipline.*

All discipline shall be subject to the grievance procedure. Discipline of suspension for five (5) days or more, or discharge, shall be subject to Civil Service Commission review or grievance arbitration, but not both, as selected by the affected employee. Also, where suspensions total five (5) or more days within a sixty (60) consecutive calendar day period, or written warnings total three (3) within a sixty (60) consecutive calendar day period, the suspension resulting in the fifth day or the warning resulting in the third occurrence is subject to grievance arbitration, but the employee may select Civil Service or grievance arbitration, but not both.

C. *Labor-Management Committee.*

Upon request by the Union or the City, a Labor Management Committee shall be held to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to two (2) bargaining unit employees designated by the Union, and two (2) persons designated by the City, unless otherwise mutually agreed upon by the parties. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) working days prior to the date of the meeting, unless otherwise mutually agreed upon by the parties. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the City. If such a meeting is held during the regular working hours of any bargaining unit employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

D. *Union Business.*

Employees shall not engage in Union activity during working hours, except that a steward may request to use short periods of time to investigate a grievance if advance permission is requested and approved by the supervisor.

ARTICLE XI
Seniority

A. *Definition of Seniority.*

Where this Article calls for the application of seniority, seniority shall be defined as an employee's length of continuous service with the City since the employee's last date of hire. Where employees have the same date of hire, the seniority position shall be determined by the date and time of employment application. The definition of seniority under this Article shall not determine eligibility for employee benefits such as vacation, sick leave or longevity pay.

B. *Seniority List.*

The City shall prepare and maintain a current seniority roster for employees in the bargaining unit. The seniority roster will list each employee in seniority order. A copy will be supplied to the Union.

C. *Probationary Period.*

The probationary period for new hires and promotions shall be twelve (12) months. In the event a probationary employee is disciplined, suspended or terminated, no grievance may be raised concerning this action.

D. *Termination of Seniority.*

Seniority and the employment relationship shall be terminated when an employee:

1. quits; or

2. is discharged for just cause (probationary employee without cause); or

3. is laid off and fails to report for work within two weeks of having been recalled, so long as the employee advises the City within three (3) working days of receipt of recall notice that the employee intends to return to work; or

4. is laid off for a period equivalent to the employee's seniority, but not to exceed one year; or

5. retires.

E. *Layoff.*

The City shall lay off employees on the basis of seniority and job performance. Where job performance is relatively equal, the employee or employees with the least seniority will be laid off. The City will give fifteen (15) days' notice to the Union and the affected employee or employees to be laid off. In the event of layoff, the Union will have the opportunity to meet with the City and discuss alternatives before the City actually lays off any employees.

F. *Recall.*

Before new employees are hired, the City will recall laid off employees in the inverse order of layoff, so long as the employee is qualified to perform the available work. In the event of recall, an employee shall have seniority rights restored.

ARTICLE XII
General

A. Conflict With Federal And State Laws.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement is deemed invalid and unenforceable, the parties shall meet to negotiate a replacement provision, upon reasonable request of either party.

B. Personnel Records.

An employee shall be provided with access to his or her personnel record and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/0.01.

ARTICLE XIII
Entire Agreement

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any such or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals this 21st day of FEBRUARY, 2008.

CITY OF PARK RIDGE:

City Manager

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

Deanna M. Distasio

Re: Letter of Understanding on Morning Coffee

During the negotiations leading to the 2007-2011 collective bargaining agreement, the City and the Union negotiating teams discussed the drinking of beverages during the morning work hours. This letter summarizes our understanding on that subject.

The guiding principle is that there is no morning rest period and that public perception of the activities of public works employees is important. It is also recognized that it is desirable for employees to be able to drink a beverage (soft drinks or coffee) during the morning work hours, without taking a break, so long as this activity is not an organized group activity. This means that if an employee desires to drink a beverage during the morning work hours, that employee is required to bring the beverage to work at the beginning of the shift and the employee is permitted to consume that beverage during the morning work hours, but without taking a morning rest period. Employees are not permitted to stop at restaurants, drive-in or other, in order to obtain beverages during work hours, except that one (1) employee per crew may be permitted to go to a local restaurant or convenience store in the morning to get refreshments. If an employee is working in the Public Works yard area, it is permissible for that employee to purchase beverages from the on-site vending machines for consumption during the morning work hours.

Neither the City nor the Union wants supervisors to be required to police the understanding set forth in this letter; this puts a good-faith and common sense obligation on the employees themselves.

This letter of understanding shall be in effect for the duration of the 2007-2011 collective bargaining agreement. If this letter correctly reflects our understanding, please sign below.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150	CITY OF PARK RIDGE
By Deanna M. Distucio	By
Dated: 2/10/08	Dated: 2/27/08

Re: Letter of Understanding on Sibley Lift Station

This is an informal understanding between the Union and the City, which shall not be considered a part of the collective bargaining agreement. During the remaining term of the 2007-11 collective bargaining agreement between the parties, the City will make every effort to contract out cleaning of the Sibley Lift Station. In the event the City is unable to contract out such work or in the event circumstances require immediate action, the City may assign bargaining unit employees to perform such work. If the City assigns bargaining unit employees to clean the Sibley Lift Station under such circumstances, crews shall be selected from a volunteer list or, if not enough volunteers exist, then by reverse seniority. If bargaining unit employees are assigned to perform such work: 1) the City shall test the air and sediment at Sibley Lift Station, through an independent licensed lab, and a copy of the test results will be posted at the 400 Busse City facility; 2) Any necessary safety equipment shall be provided by the City, at no cost to the employees; and 3) employees required to clean the Sibley Lift Station will be paid for hours spent performing such work at the rate of time and one-half.

This letter of understanding shall be in effect for the remaining term of the 2007-2011 collective bargaining agreement. If this letter correctly reflects our understanding, please sign below.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150	CITY OF PARK RIDGE
By Deanna M. Pistilo	By
Dated: 2/10/08	Dated: 2/27/08

Table A

SALARY SCHEDULE - IUOE LOCAL 150

Effective 5/1/2007	Step A	Step B	Step C	Step D	Step E	Step F	LONGEVITY 10 Year Step G 1050	15 Year Step H 1250	20 Year Step I 1450
Maintenance Worker I	39,554	41,531	43,608	45,789	48,078	50,482	51,532	51,732	51,932
Maintenance Worker II	43,607	45,788	48,076	50,481	53,004	55,655	56,705	56,905	57,105
Building Maintenance Person	48,075	50,479	53,002	55,653	58,435	61,357	62,407	62,607	62,807
Maintenance Worker III	49,245	51,707	54,292	57,007	59,857	62,849	63,899	64,099	64,299
Mechanic I	49,245	51,707	54,292	57,007	59,857	62,849	63,899	64,099	64,299
Mechanic II	51,709	54,294	57,009	59,859	62,852	65,995	67,045	67,245	67,445

Effective 5/1/2008	Step A	Step B	Step C	Step D	Step E	Step F	LONGEVITY 10 Year Step G 1050	15 Year Step H 1250	20 Year Step I 1450
Maintenance Worker I	41,235	43,297	45,461	47,735	50,122	52,627	53,677	53,877	54,077
Maintenance Worker II	45,460	47,734	50,120	52,626	55,257	58,020	59,070	59,270	59,470
Building Maintenance Person	50,118	52,624	55,255	58,018	60,919	63,965	65,015	65,215	65,415
Maintenance Worker III	51,337	53,904	56,599	59,430	62,400	65,521	66,571	66,771	66,971
Mechanic I	51,337	53,904	56,599	59,430	62,400	65,521	66,571	66,771	66,971
Mechanic II	53,906	56,602	59,432	62,403	65,523	68,800	69,850	70,050	70,250

Effective 5/1/2009	Step A	Step B	Step C	Step D	Step E	Step F	LONGEVITY 10 Year Step G 1050	15 Year Step H 1250	20 Year Step I 1450
Maintenance Worker I	42,988	45,137	47,393	49,764	52,252	54,864	55,914	56,114	56,314
Maintenance Worker II	47,392	49,762	52,250	54,863	57,606	60,486	61,536	61,736	61,936
Building Maintenance Person	52,248	54,861	57,603	60,484	63,508	66,683	67,733	67,933	68,133
Maintenance Worker III	53,519	56,195	59,005	61,955	65,052	68,305	69,355	69,555	69,755
Mechanic I	53,519	56,195	59,005	61,955	65,052	68,305	69,355	69,555	69,755
Mechanic II	56,197	59,007	61,958	65,055	68,307	71,724	72,774	72,974	73,174

Effective 5/1/2010	Step A	Step B	Step C	Step D	Step E	Step F	LONGEVITY 10 Year Step G 1050	15 Year Step H 1250	20 Year Step I 1450
Maintenance Worker I	44,815	47,055	49,407	51,878	54,473	57,196	58,246	58,446	58,646
Maintenance Worker II	49,406	51,877	54,470	57,195	60,054	63,056	64,106	64,306	64,506
Building Maintenance Person	54,469	57,192	60,051	63,054	66,207	69,517	70,567	70,767	70,967
Maintenance Worker III	55,794	58,583	61,513	64,588	67,817	71,208	72,258	72,458	72,658
Mechanic I	55,794	58,583	61,513	64,588	67,817	71,208	72,258	72,458	72,658
Mechanic II	58,586	61,515	64,591	67,820	71,210	74,772	75,822	76,022	76,222