

**STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL**

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

Charging Party,

v.

CITY OF PARK RIDGE,

Respondent.

Case No. S-CA-15-081

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between the International Union of Operating Engineers, Local 150 ("the Union"), and the City of Park Ridge ("the City"), also referred to throughout this Agreement as "the Parties", to settle the instant Unfair Labor Practice Charge, Case No. S-CA-15-081 (hereinafter referred to as "the Charge").

RECITALS

WHEREAS, the Union filed the Charge on behalf of its membership alleging the City violated Section 10(a) (1) of the Illinois Public Labor Relations Act, 5 ILCS 315 *et. seq.* (2012) ("the Act"), when on October 27, 2014 at the City's Committee of the Whole Meeting, its then-Mayor, David Schmidt, stated Union membership could be subject to layoff in order to offset legal costs respective to the collective bargaining relationship with the Union.

WHEREAS, the Illinois Labor Relations Board issued a complaint and Administrative Law Judge Katherine Vanek subsequently ordered the matter be set for hearing on June 11, 2015. Administrative Law Judge Vanek further directed the parties submit pre-hearing memoranda by June 4, 2015 identifying a list of proposed witnesses, exhibits, a joint statement of uncontested facts, and any evidentiary objections to exhibits.

WHEREAS, so as to avoid further litigation expense, and in consideration of the foregoing recitals and the promises contained in this Agreement, the City and the Union now desire to settle and to resolve the Charge.

IT IS HEREBY AGREED, by and between the Parties, as follows:

AGREEMENTS

1. The City, for and in consideration of the full and complete settlement of the Charge, and the additional promises of Union, contained in the paragraphs herein, does agree, without creating a precedent to depart from its normal procedures, that it shall post for sixty (60) days the attached Notice to Employees (labeled as Exhibit A) in a conspicuous area for Union membership.
2. In consideration of the above promises to fully settle the Charge, the Union acknowledges and agrees, without creating a precedent to depart from its normal procedures, that it shall withdraw the Charge with prejudice upon completion of the City's obligations under paragraph 1 of this Agreement.
3. The Parties agree that a Board Administrative Law Judge shall retain jurisdiction over the Agreement to ensure the City fully complies with its obligations contained herein.
4. By entering into this Agreement, it is understood that the City is not admitting to any violation of the allegations contained in the Charge or to any wrongdoing or violations of any statute, regulation or governmental enactment.
5. It is further agreed that the above Agreement represents the entire agreement of the parties, and neither the Union nor the City may re-open the facts of this matter or make any further claims with respect to this Agreement, except in connection with any breach of this Agreement. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the Parties concerning the subject matter of this Agreement are merged into this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement.
6. This Agreement may not be changed or modified except by the written agreement of the Union and the City. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart.

[Execution On The Following Page]

EXECUTION

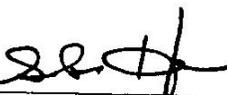
WHEREFORE, each of the Parties named below has read and understand this AGREEMENT and voluntarily enters into same with full knowledge of its terms and conditions.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

By: 
Its authorized representative ,

Date: 5/21/15

CITY OF PARK RIDGE

By: 
Its authorized representative

Date: 5/22/2015

Exhibit A

NOTICE TO EMPLOYEES
Case No. S-CA-15-081

This notice is posted by the City of Park Ridge pursuant to a settlement agreement entered into between the International Union of Operating Engineers, Local 150 and the City of Park Ridge.

THE ILLINOIS PUBLIC LABOR RELATIONS ACT GIVES YOU, AS AN EMPLOYEE, THESE RIGHTS:

1. To engage in self-organization.
2. To form, join, or assist unions.
3. To bargain collectively through a representative of your own choosing.
4. To act together with other employees to bargain collectively or for other mutual aid and protection.
5. And, to choose not to engage in any of these activities.

On December 10, 2014, the International Union of Operating Engineers, Local 150, filed an unfair labor practice charge alleging the City of Park Ridge had violated Section 10(a)(1) of the Illinois Public Labor Relations Act in connection with statements made by former Mayor David Schmidt. The charge alleged in part that Mayor Schmidt stated: "if we end up with a 70 to 80 thousand dollar hit because of [the unfair labor practice in Case No. S-CA-13-0197] that we just can't afford, then frankly I think you lop off a public works employee, that's what you do."

The City of Park Ridge recognizes and respects the rights of its employees under the Illinois Labor Relations Act as well as other applicable local, state, or federal laws. Consistent with the above statement, and to the extent the City is alleged to have committed an unfair labor practice by the Mayor's aforementioned statement, the City of Park Ridge:

WILL NOT do anything that interferes with, restrains or coerces bargaining unit employees with respect to these rights, and more specifically

WILL NOT threaten bargaining unit employees with reprisals for engaging in union and/or protected concerted activities or otherwise exercising their rights under the Illinois Public Labor Relations Act.

WILL NOT in any or like or related manner interfere with, restrain or coerce bargaining unit employees in the exercise of their rights guaranteed them in the Act.

Dated this 22 day of May 2015.

THE CITY OF PARK RIDGE



Its Authorized Representative