

**CITY OF PALOS HEIGHTS  
AND  
TEAMSTERS,  
LOCAL 700,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSE &  
HELPERS OF AMERICA  
JANUARY 1, 2023 THROUGH DECEMBER 31, 2026**

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1. RECOGNITION.....	1
Section 1.1 Recognition.....	1
Section 1.2 Probationary Period.....	1
Section 1.3 Gender.....	1
ARTICLE 2. UNION SECURITY AND RIGHTS.....	1
Section 2.1 Union Membership.....	1
Section 2.2 Dues Check-Off.....	2
Section 2.3 New Employees.....	2
Section 2.4 D.R.I.V.E.....	2
Section 2.5 Teamsters Local 700 Benevolent Fund.....	2
Section 2.6 Electronic Authorization.....	2
Section 2.7 Local 700 Indemnification.....	2
ARTICLE 3. MANAGEMENT RIGHTS.....	3
Section 3.1 Management.....	3
Section 3.2 Supervisors Performing Bargaining Unit Work.....	3
Section 3.3 No Limitation On Work Assignments.....	3
Section 3.4 Acting Up Pay.....	4
ARTICLE 4. HOURS OF WORK AND OVERTIME.....	4
Section 4.1 Normal Workweek.....	4
Section 4.2 Shift Schedule.....	4
Section 4.3 Overtime Assignments.....	4
Section 4.4 Overtime Pay.....	4
Section 4.5 Wages.....	4
Section 4.6 Call Out.....	5
Section 4.7 Meal Allowance.....	5
Section 4.8 Attendance.....	5
ARTICLE 5. SENIORITY.....	5
Section 5.1 Definition.....	5
Section 5.2 Seniority Roster.....	5
Section 5.3 Promotions.....	5
Section 5.4 Termination of Seniority.....	6
ARTICLE 6. LAYOFF AND RECALL.....	6
Section 6.1 Layoff.....	6
Section 6.2 Recall.....	6
ARTICLE 7. DISCIPLINE.....	7
Section 7.1 Employee Discipline.....	7
Section 7.2 Progressive Discipline.....	7
Section 7.3 City Rules.....	7

ARTICLE 8. GRIEVANCE PROCEDURE.....	7
Section 8.1    Definition.....	7
Section 8.2    Procedure.....	7
Section 8.3    Arbitration.....	8
Section 8.4    Limitations on Authority of Arbitrator.....	9
Section 8.5    Time Limit for Filing.....	9
ARTICLE 9. NO STRIKE/NO LOCKOUT.....	9
Section 9.1    No Strike.....	9
Section 9.2    No Lockout.....	10
Section 9.3    Penalty.....	10
Section 9.4    Judicial Restraint.....	10
ARTICLE 10. NON-DISCRIMINATION.....	10
ARTICLE 11. BULLETIN BOARD.....	10
ARTICLE 12. UNION BUSINESS LEAVE.....	10
ARTICLE 13. VISIT BY A UNION REPRESENTATIVE.....	11
ARTICLE 14. VACATIONS.....	11
Section 14.1    Eligibility.....	11
Section 14.2    Scheduling.....	12
Section 14.3    Vacation Pay.....	12
ARTICLE 15. HOLIDAYS.....	12
Section 15.1    Holidays.....	12
Section 15.2    Floating Holidays.....	12
Section 15.3    Holiday Pay.....	12
ARTICLE 16. SICK LEAVE.....	13
Section 16.1    Purpose.....	13
Section 16.2    Eligibility.....	13
Section 16.3    Allowances.....	13
Section 16.4    Accumulation.....	13
Section 16.5    Notification.....	14
Section 16.6    Medical Examinations.....	14
ARTICLE 17. ADDITIONAL LEAVES OF ABSENCE.....	14
Section 17.1    Application for Leave.....	14
Section 17.2    Family and Medical Leave.....	14
Section 17.3    Discretionary Leaves.....	14
Section 17.4    Military Leave.....	15
Section 17.5    Jury Leave.....	15
ARTICLE 18. HEALTH WELFARE PLAN.....	15
ARTICLE 19. LIFE INSURANCE.....	16
Section 19.1.....	16

Section 19.2.....	16
Section 19.3.....	16
ARTICLE 20. TUITION REIMBURSEMENT.....	16
ARTICLE 21. SAVINGS CLAUSE.....	17
ARTICLE 22. TERMINATION.....	17
APPENDIX A .....	19
APPENDIX B .....	22
APPENDIX C .....	23

## **ARTICLE 1. RECOGNITION**

### **Section 1.1 Recognition.**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All employees in the Public Works Department; Mechanics; and Maintenance and Custodial employees in the Motor Vehicle Department and Recreation Department in the following titles: Public Works Supervisor; Maintenance Worker I, II, III, and IV; Water Plant Operator; part-time Maintenance; Mechanic I, II, III and IV; Custodian; Public Works Secretary and Building Maintenance.

and shall exclude:

All other employees employed by the City of Palos Heights; supervisors; professional employees; short-term or seasonal employees; managerial employees; confidential employees as defined by the Act; and all other individuals excluded from coverage under the Act.

### **Section 1.2 Probationary Period.**

The probationary period shall be six (6) months in duration. Time absent from the job or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is entitled to the rights, privileges or benefits under this Agreement, except the Employer may discipline or discharge an employee during the probationary period without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such discipline.

### **Section 1.3 Gender.**

Wherever the male gender is used in this Agreement, it shall be construed to include both male and female equally.

## **ARTICLE 2. UNION SECURITY AND RIGHTS**

### **Section 2.1 Union Membership.**

The Employer does not object to Union membership by its employees and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written membership form to the Employer required as a condition of membership.

Section 2.2    Dues Check-Off.

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

Section 2.3    New Employees.

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to discuss the benefits of Union membership. The Employer shall provide a private meeting space and shall schedule meetings at a mutually agreeable time during the new employees' regularly scheduled work day. Employees shall not suffer a loss in pay for attendance at these meetings.

Section 2.4    D.R.I.V.E.

The Employer agrees to deduct from the pay of those unit employees who individually request it voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designed by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday, provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (DRIVE., International Brotherhood of Teamsters, 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis along with the name of each unit employee on whose behalf a deduction is made, the unit employee's social security number and amount deducted from the unit employee's paycheck.

Section 2.5    Teamsters Local 700 Benevolent Fund.

The Employer agrees to deduct from the pay of those employees who individually request it, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund").

Section 2.6    Electronic Authorization.

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with state and federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

Section 2.7    Local 700 Indemnification.

Local 700 shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall

arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

### **ARTICLE 3. MANAGEMENT RIGHTS**

#### **Section 3.1 Management.**

It is agreed that the Union and the employees will cooperate with the City within the obligations of this Agreement to liberally construe this Agreement to facilitate the efficient and flexible operation of the City. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the City except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or any other legitimate reason; to establish, modify, combine or abolish job positions and classifications; to hire, examine, classify, train, transfer, assign, schedule, promote demote, or recall; to hire and assign part-time employees; to make and enforce reasonable rules and regulations; to set standards for the services to be offered to the public; to subcontract out any work it deems necessary to determine the types and quantities of equipment and materials to be used; the nature, extent, duration, character and method of operation; the amount, utilization and kind of personnel and quality and quantity of work required to insure maximum mobility, flexibility and efficiency of operations; and to take any and all actions as may be necessary to carry out the mission of the City in situations of total disaster emergencies as may be declared by the City, all of which are vested exclusively in the City except as expressly abridged by a specific provision of this Agreement. In the event of such emergency action the provision of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

#### **Section 3.2 Supervisors Performing Bargaining Unit Work.**

The City recognizes that it is undesirable for supervisors (as defined in Illinois Public Labor Relations Act) to perform the work of the employees in the unit when such work deprives employees of work opportunities. The Union recognizes, however, that there are circumstances when supervisors may perform the work of employees in the unit to assure an efficient, flexible, and economical operation in the City, such as where supervisors train or instruct employees, experimental or testing duties, where there are emergencies or where scheduled employees fail to report to work because of absences, tardiness, personal reasons during the course of the day, or other unforeseen circumstances.

#### **Section 3.3 No Limitation On Work Assignments.**

The Parties agree that employees can be assigned to any bargaining unit work for which they have the skill and ability to perform, without regard to job title, job classification, and/or pay rate.

Section 3.4 Acting Up Pay.

If an employee is appointed by the Department Manager to act as the Foreman, that employee shall receive the Foreman's current straight-time hourly rate for just those hours he worked as a Foreman. Whether or not an acting Foreman is appointed is at the sole discretion of the Department Manager.

**ARTICLE 4. HOURS OF WORK AND OVERTIME**

The purpose of this Article is to outline the normal hours of work and shall not be construed as a guarantee of, or limitation on, hours of work per week or per year and also shall not be construed as a minimum manning requirement.

Section 4.1 Normal Workweek.

The normal workweek (Sunday through Saturday) shall average forty (40) hours per week for full-time employees.

Section 4.2 Shift Schedule.

The shifts, workdays and hours to which employees are assigned shall be determined by the Department Manager. Employees shall be entitled to a forty-five (45) minute lunch break (of which 30 minutes is unpaid) and 2 ten (10) minute breaks each workday. Such breaks shall be determined by the Department Manager.

Section 4.3 Overtime Assignments.

The City shall have the right to require overtime work on a mandatory basis. Whenever practical, overtime will be scheduled on a voluntary basis and will be offered by order of seniority, most senior to least senior. However, nothing in this section shall require the Employer to remove employees from a job on which they are working, regardless of seniority, if that job results in overtime. If a sufficient number of qualified employees do not volunteer to perform the overtime work, the least senior qualified employee(s) may not refuse the overtime assignment. It is the objective of the City to keep the mandatory overtime schedule to a minimum consistent with the needs of the City.

Section 4.4 Overtime Pay.

All hourly employees shall be compensated for overtime hours at the rate of 1½ times their normal hourly rate of pay for all hours worked in excess of 8 hours per work day and/or 40 hours per week. Employees will not receive overtime and/or premium pay for the same hours worked. There shall be no pyramiding or duplication of overtime pay. Vacation time, holidays (named and floating), sick time, and jury leave will be considered hours worked for the purpose of calculating overtime.

Section 4.5 Wages.

The hourly wage rates are outlined in Appendix A.

Section 4.6    Call Out.

If an employee is called out for work of or not connected with his normal shift, he shall be guaranteed at least three (3) hours pay at his applicable hourly rate of pay.

The Public Works Supervisor or the employee assigned to perform the call out while off duty will be paid 30 minutes of pay or the actual time worked, whichever, is greater, for time spent while off duty to call out employees for work not connected with their normal shift.

Section 4.7    Meal Allowance.

A full time employee who works over 12 consecutive hours in a work day shall receive a meal allowance of \$15.00.

Section 4.8    Attendance.

Whenever an employee is absent, late, or needs to leave early because of illness or emergency, the employee must directly notify their supervisor or the Department Manager on each day the employee will be absent, late or leaving early, unless the employee is on an approved leave of absence.

Attendance is considered part of the employee's overall performance and any excessive unscheduled absences, tardiness, or leaving early may result in disciplinary action, including discharge. Excessive unscheduled absences, tardiness, or leaving early is defined as at least three (3) of these occurrences, in any combination, within any thirty (30) day period. An attendance event will not be considered unscheduled if prior notification was impracticable.

**ARTICLE 5. SENIORITY**

Section 5.1    Definition.

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since his most recent hire date with the City in a full-time position covered by this Agreement.

Section 5.2    Seniority Roster.

The City shall maintain an updated seniority list noting date of hire and classification and post it twice per year. Any objection to the seniority roster as posted shall be reported in writing to the City within fifteen (15) working days of the date of posting of the seniority roster or the roster shall be deemed approved as posted. The Union shall be provided with a copy of the seniority roster twice a year.

Section 5.3    Promotions.

If the City determines to fill a job within the bargaining unit in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five working days. During this period,

employees who wish to apply for the vacant job, including employees on layoff, may do so. The City shall not fill any vacancy until it has complied with the notice requirement. Current employees who meet the qualifications for the vacant portion shall be given preference over applicants who are not current employees. In the event two or more current employees who make applications for a vacancy are equally qualified for the position, seniority shall be used as a tie breaker. If no current employee applies for the position, or is qualified for the position, the City may fill the job from any source.

Section 5.4 Termination of Seniority.

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

- a. retires or is retired;
- b. resigns;
- c. is absent from work for a period of three (3) consecutive working days without permission and without notifying the Department Manager, unless the employee provides an excuse that is both reasonable and acceptable to management;
- d. fails to report on schedule following a vacation or an authorized leave of absence, unless the employee provides an excuse that is both reasonable and acceptable to management;
- e. is laid off for a period of twelve (12) months or more;
- f. fails to return from layoff when properly recalled; or
- g. is discharged for just cause.

**ARTICLE 6. LAYOFF AND RECALL**

Section 6.1 Layoff.

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the employees covered by this Agreement will not be laid off unless the City has first laid off all seasonal employees. Thereafter, the City will lay off part-time employees in accordance with their length of service as an employee until such time that the entire staff of part-time employees is depleted. Once all seasonal and part-time employees have been laid off, the City may layoff full-time employees in accordance with their length of full-time service, provided that in the City's judgment the skill, efficiency, and ability to perform the available work is equal among the employees involved.

Section 6.2 Recall.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be sent written notice of recall, with a copy of the notice sent to the Union. The City shall be deemed to have fulfilled its notice obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide

the City with his latest mailing address. The notice shall be deemed to have been received by the employee no later than five (5) calendar days after it was mailed.

The employee must notify the Department Manager, or his designee, of his intention to return to work within three (3) days after receiving notice of recall. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list and his seniority will be terminated.

## ARTICLE 7. DISCIPLINE

### Section 7.1 Employee Discipline.

The City shall not discipline or discharge any post-probationary employee without cause. Disciplinary action will be administered within ten (10) days of the City learning of the violation. Copies of any written disciplinary record shall be forwarded to the Union.

### Section 7.2 Progressive Discipline.

The City will follow progressive and corrective discipline, which where appropriate may include oral and written reprimand, suspension, and discharge. If an employee feels he has been unjustly disciplined, he may appeal through the grievance procedure.

### Section 7.3 City Rules.

The City has the right to establish and revise disciplinary rules. The Union has the right to grieve the reasonableness of the rules.

Oral or written warnings shall not be relied upon for further discipline twelve (12) months after the warning is received by the employee so long as there has been no repetition of the offense within that twelve (12) month period.

Suspensions shall not be relied upon for further discipline twenty-four (24) months after the warning is received by the employee so long as there has been no repetition of the offense within that twenty-four (24) month period.

## ARTICLE 8. GRIEVANCE PROCEDURE

### Section 8.1 Definition.

A "grievance" is defined as a dispute or difference of opinion between the parties to this Agreement with respect to the meaning or application of the terms of this Agreement. A grievance may be initiated by Local 700, an aggrieved employee, or the City.

### Section 8.2 Procedure.

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

**Step 1:** Any employee who has a grievance shall orally discuss the grievance with the Department Manager within seven (7) calendar days of the occurrence

of the event giving rise to the grievance. If an employee so de-sires, he may be accompanied by a Local 700 steward at the discussion. This discussion shall occur at a time mutually agreeable to the employee and the Department Manager.

**Step 2:**

If the grievance is not settled at Step 1, the grievant may, within seven (7) calendar days following receipt of the Department Manager's answer, file a written grievance setting forth the nature of the grievance and the contract provisions involved. The grievant, steward, representative of Local 700 and the Department Manager will discuss the grievance at a mutually agreeable time with-in seven (7) calendar days of the Department Manager's receipt of the grievance. The Department Manager may have present other persons whom the Department Manager deems appropriate. If no agreement is reached in such discussion, the Department Manager will give his answer in writing within seven (7) calendar days of the discussion.

**Step 3:**

If a written grievance regarding either a suspension or a termination is not settled in Step 2, it shall be presented to the Mayor or his designated representative within seven working days after the Department Manager's answer in Step 2. After the grievance is presented to the Mayor or designated representative, a meeting shall be held as promptly as possible. Within seven (7) working days after this meeting, the Mayor or designated representative shall give the City's answer in writing to the Union representative.

**Section 8.3 Arbitration.**

If the grievance is not settled in Step 2 (or Step 3 for those grievances regarding suspension from work and/or termination of employment) and the Union wishes to appeal the grievance from Step 2 (Step 3 when applicable) of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Department Manager's written answer as provided to the Union in Step 2 (Step 3 when applicable):

- a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the Nation-al Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. After the initial selection of an arbitrator, the par-ties shall alternately strike first. The person remaining shall be the arbitrator.
- b. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

- c. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- d. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4    Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitations of this Section 8.4 shall be final and binding upon the City, Union and the employees covered by this Agreement.

Section 8.5    Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days of the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**ARTICLE 9. NO STRIKE/NO LOCKOUT**

Section 9.1    No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of

their obligations under this Agreement and to direct them to return to work. In the event the Union complies in good faith with this Section, the City will hold the Union harmless from any claim arising as a result of a violation of this Article.

Section 9.2    No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

Section 9.3    Penalty.

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 9.4    Judicial Restraint.

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE 10. NON-DISCRIMINATION**

Neither the City nor the Union shall discriminate or retaliate against employees in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age (40+), ancestry, arrest record, citizenship status, conviction record, disability (physical and mental), gender identity, marital status, military status, orders of protection, pregnancy, sexual orientation, unfavorable military discharge, or national origin of the employee nor shall the Employer discriminate or retaliate against employees as a result of membership in the Union. Employees shall not be transferred, assigned or reassigned for reasons prohibited by this Section, nor for reasons unrelated to skill, ability or the objective needs of the department.

**ARTICLE 11. BULLETIN BOARD**

The City will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

**ARTICLE 12. UNION BUSINESS LEAVE**

To the extent that there is no disruption of service, in-crease in costs or interference with operations, leaves of absence without pay shall be granted to up to one (1) employee who is selected, delegated or appointed by the Union to (a) attend Union meetings, conventions or educational conferences; or (b) attend grievance meetings or appeal hearings.

### ARTICLE 13. VISIT BY A UNION REPRESENTATIVE

The City agrees that one (1) accredited representative of the Union, whether Local Union representative, Council representative, or International representative, shall have reasonable access to the City. The outside representative shall call the Department Manager or his designee before his arrival and obtain prior approval from the Department Manager before entering upon the premises of the City. The representative shall not in any way disturb employees who are working.

### ARTICLE 14. VACATIONS

#### Section 14.1 Eligibility.

Full-time Employees will be entitled to receive annual paid vacations, according to their seniority as follows:

LENGTH OF CONTINUOUS SERVICE	VACATION TIME
0 TO 6 Months	None
13 Months through 24 Months	10 Days The Employer may advance up to 5 days of the first year's vacation accrual in months 7 through 12 of employment.
25 Months through 36 Months	10 Days
37 Months through 120 Months	15 Days
121 Months through 181 Months	20 Days
Over 181 Months	20 Days plus 1 additional day of vacation each year, for each additional year of service. Effective January 1, 2014, 20 days plus 1 additional day of vacation each year, for each additional year of service up to 25 days. Any employee who is earning more than 25 days of vacation as of January 1, 2014 shall continue to do so but be capped at that amount. The change is conditioned on the City making the same change for non-represented employees.

To be eligible for vacation, an employee must have actually worked at least fourteen hundred and forty (1440) hours in the twelve (12) month period preceding his anniversary date of employment. Vacation time will count as hours worked for overtime purposes. Part-time and Seasonal employees are not eligible for paid vacation time.

Section 14.2 Scheduling.

Vacations will be scheduled so as to meet the operating requirements of the City, but will be accommodated insofar as possible to the preference of the employees, in order of seniority. Vacation time not used within the fiscal year within which the employee became entitled to a vacation shall be lost. Vacations may be scheduled in four-hour increments.

Section 14.3 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the pay day immediately preceding the employee's vacation.

**ARTICLE 15. HOLIDAYS**

Section 15.1 Holidays.

The following days are paid holidays for full-time employees:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Section 15.2 Floating Holidays.

In addition to the above, there are two floating holidays that can be utilized by each full-time employee during the calendar year. An employee, with the consent of the Department Director, may select any two days to be counted as a holiday. Floating holidays can be scheduled in four-hour increments provided the employee requests such use at least 12 hours in advance and such request will be approved subject only to the staffing requirement of the Department.

Section 15.3 Holiday Pay.

To receive holiday pay, employees must work the last scheduled departmental workday preceding the holiday and the first departmental scheduled workday following the holiday.

Holiday pay is limited to the regular scheduled hours of the normal workday for the unworked holiday, and shall be counted as time worked for the purpose of computing weekly overtime pay.

Whenever it is necessary for an employee to work on a holiday, he shall have the choice of either taking compensatory time off at a time approved by the Department Manager or being paid for the hours worked at one and one-half times his regular hourly rate. Compensatory time off must be utilized within the fiscal year.

Employees called in for unscheduled work on either Memorial Day, Thanksgiving Day or Christmas Day will receive additional compensation in an amount equal to two (2) hours at time and one-half of their regular hourly rate in addition to pay for hours actually worked.

## **ARTICLE 16. SICK LEAVE**

### **Section 16.1 Purpose.**

Sick leave with pay is provided as a benefit in recognition that employees suffer from various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick leave may only be used for the purposes provided for in this Article 16.

### **Section 16.2 Eligibility.**

Employees are eligible for sick leave when they are absent from work because of the employee's own illness, injury, medical or dental appointment, or exposure to contagious disease, or for personal care of a covered family member. "Covered family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Personal care" means activities to ensure that a covered family member's basic medical, hygiene, nutritional, or safety needs are met, or to provide transportation to medical appointments, for a covered family member who is unable to meet those needs. "Personal care" also means being physically present to provide emotional support to a covered family member with a serious health condition who is receiving inpatient or home care.

Seasonal employees are not eligible for sick leave. Effective upon ratification, part-time employees will accrue paid time off as provided by the Illinois Paid Leave for All Workers Act, providing the employee complies with any notice requirements.

### **Section 16.3 Allowances.**

On January 1 of each year, every full-time employee shall become eligible to take up to 12 days (1 day = 8 hours) of paid sick leave.

### **Section 16.4 Accumulation**

Employees hired prior to January 1, 2016 may accumulate up to a maximum of 260 total days of sick leave; Employees hired on or after January 1, 2016 may accumulate up to a maximum of 100 total days of sick leave.

Employees may elect to have up to 80% (or in the case of employees hired after January 1, 2016, 75%) of their unused sick leave placed in a bank for retirement to be used towards the purchase of medical insurance. Such election must be made at least one month prior to retirement. If the retiree discontinues the insurance for any reason, any unused sick pay shall be forfeited. If an employee prior to retirement elects not to take his sick days to pay for medical insurance, the

employee may elect to use sick days in the form of a paid leave of absence immediately preceding his retirement date.

Employees are to use their paid sick days while on a non-work related medical leave of absence for their own illness and/or injury or an FMLA leave of absence per Section 17.2 below.

#### Section 16.5 Notification.

Notification of absence due to illness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Department Manager), but no later than two hours after the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well. Any abuse of sick leave shall constitute cause for discipline, including suspension or discharge.

#### Section 16.6 Medical Examinations.

An employee absent three (3) or more consecutive days for their own or a family member's illness shall furnish the Department Director with a doctor's verification of illness and, if the absence was for the employee's illness, a release for the employee to return to work. At the discretion of the Department Director, an employee absent for less than three (3) consecutive days may be required to furnish a doctor's verification if abuse of sick leave is reasonably suspected. Reasonable suspicion of abuse may include: using sick leave for purposes other than those provided in Article 16 or a pattern of using sick leave on specific days. When a doctor's verification is requested due to a suspicion of abuse, the Department Director will provide the reasons for the request in writing. All medical statements shall be at the employee's expense.

### **ARTICLE 17. ADDITIONAL LEAVES OF ABSENCE**

#### Section 17.1 Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Department Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

#### Section 17.2 Family and Medical Leave.

Family and Medical leaves shall be granted in accordance with the City's Family and Medical Leave Act Policy.

#### Section 17.3 Discretionary Leaves.

The City may grant a leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave. In determining whether or not to grant the leave the City will give

consideration to the nature of the purpose for which the leave of absence was requested, the effect of the employee's absence on departmental operations and what it believes to be in the best interest of the community.

Section 17.4 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 17.5 Jury Leave.

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

**ARTICLE 18. HEALTH WELFARE PLAN**

Commencing on January 1, 2023, the employee's health insurance benefits shall be as follows:

Monthly Premium Contributions

	January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026
Single	\$245	\$245	\$245	\$245
Single plus 1	\$260.50	\$260.50	\$260.50	\$260.50
Family	\$280	\$280	\$280	\$280

The City will continue the insurance plan in place as of January 1, 2019. The City shall be permitted, at its discretion, to change to a different insurance plan including a self-insured plan provided that benefits remain substantially equal to the insurance plan in place as of January 1, 2019. In addition, the City shall be permitted to return to its self-insured plan, as its discretion, as it existed on January 1, 2006.

Additionally in the event the Patient Protection and Affordable Care Act ("Act") and its implementing regulations, results in a change in the City's obligations regarding the cost and provision of health insurance benefits to employees (including by example but with limitation, the Employer Shared Responsibility Mandate of the Act and any determination that the health plan will be subject to the so-called "Cadillac" tax), the Agreement shall be reopened for the sole purpose of negotiating mutually acceptable changes to such benefits in order to prevent any taxes or penalties. The remaining terms and conditions of the Agreement shall remain in full force and effect during and following any such negotiations.

The extent of the City's obligations under this Article shall be limited to the payment of the cost of the premiums for this plan and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued

there under. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

## **ARTICLE 19. LIFE INSURANCE**

### **Section 19.1**

The City shall continue its present life insurance to all full-time employees for the term of this Agreement in an amount equal to one and one-half times the employee's annual salary, to a maximum of \$100,000. Employees shall be given the opportunity to purchase additional life insurance up to statutory maximum at the employee's expense.

### **Section 19.2**

The City shall be permitted, at its discretion, to change insurance carriers provided that benefits remain substantially equal.

### **Section 19.3**

The extent of the City's obligations under this Article shall be limited to the payment of the cost of the premiums for this Plan and covered employees shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued thereunder. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

## **ARTICLE 20. TUITION REIMBURSEMENT**

The City shall provide for the cost of tuition, fees, labs, books and supplies for non-probationary employees for course work in accredited programs and educational institutions under the following conditions:

- a. The employee must have pre-approval of the Department Manager by August 1<sup>st</sup> of the previous calendar year. This approval shall not be unreasonably denied.
- b. The course work shall be job related or required for the completion of a college degree that is job related.
- c. The employee must receive a grade of at least:
  - (1) C in an alphabetical system
  - (2) 70 out of 100 in a numeric system
  - (3) Pass in a pass/fail system
- d. No employee shall receive more than \$5,800 per calendar year during the term of this agreement.

If an employee fails a course, the City shall be entitled to recover the full cost of that course. If an employee voluntarily terminates his employment within one year of completing a graduate or undergraduate degree, the employee shall reimburse the City for the full cost of all course work completed in the two preceding semesters. If an employee voluntarily terminates his employment within two years of completing a graduate or undergraduate degree, the employee shall reimburse the City one-half of the full cost of all course work completed in the preceding two semesters.

Before any educational incentives costs are paid, the employee shall execute, in writing, an agreement that articulates the employee's responsibilities with respect to the reimbursement of any educational costs incurred by the City on behalf of the employee. All such agreements shall include a reimbursement schedule and method of payment, i.e., payroll deduction, lump sum, etc. This agreement shall be tendered to the Department Manager or his designee. It shall be the employee's responsibility to provide grades to the Department Manager or his designee in order to substantiate the successful completion of the course of instruction.

#### **ARTICLE 21. SAVINGS CLAUSE**

In the event any Article, sections or portion of this Agreement should be held invalid and unenforceable by any Board, Agency, or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof.

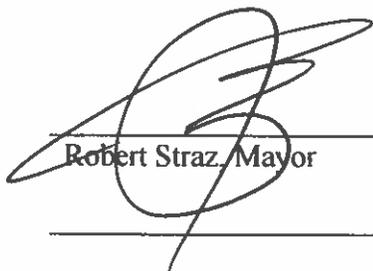
#### **ARTICLE 22. TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 12:00 midnight on the 31st day of December, 2026. It shall be automatically renewed from year to year there-after unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it de-sires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than forty-five (45) days prior to the anniversary date.

This Agreement shall remain in full force and effect.

Executed this 20th day of July, 2023

City of Palos Heights

  
\_\_\_\_\_  
Robert Straz, Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teamsters, Local 700, International  
Brotherhood of Teamsters, Chauffeurs,  
Warehousemen & Helpers of America

  
\_\_\_\_\_  
Ramon D. Williams, President  
  
\_\_\_\_\_  
Robert V. Santana, Jr., Secretary-Treasurer  
\_\_\_\_\_  
07-17-2023  
\_\_\_\_\_

## APPENDIX A

1. The regular hourly rates for those employees listed below shall increase as indicated, provided they are employed by the City in the bargaining unit as of the specified effective dates:

Name	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
Public Works Supervisor	\$53.66	\$55.27	\$56.92	\$58.92
Water Plant Operator	\$46.96	\$48.37	\$49.82	\$51.56
Maintenance IV	\$45.24	\$46.59	\$47.99	\$49.67
Maintenance III	\$41.52	\$42.77	\$44.05	\$45.59
Maintenance II	\$35.51	\$36.58	\$37.67	\$38.99
Maintenance I	\$31.27	\$32.21	\$33.17	\$34.34
Mechanic IV	\$45.24	\$46.59	\$47.99	\$49.67
Mechanic III	\$40.97	\$42.20	\$43.47	\$44.99
Mechanic II	\$35.51	\$36.58	\$37.67	\$38.99
Mechanic I	\$31.27	\$32.21	\$33.17	\$34.34
Facilities Tech	\$33.25	\$34.24	\$35.27	\$36.50
Custodian	\$28.12	\$28.96	\$29.83	\$30.88
Public Works Secretary	\$32.82	\$33.80	\$34.81	\$36.02

A Maintenance I employee shall move to Maintenance II after 24 months in the position and a Maintenance II shall move to a Maintenance III after 12 months in the position. Mechanics shall move up if they meet the requirements, as determined by the Director of Public Works, for Mechanic II, III and IV, respectively, per Appendix C.

2. All employees hired on or after January 1, 2015 shall be paid in accordance with the following Progression Rate Schedule:

Starting Rate\*: 70% of the job classification rate in which Employee is assigned.

After 6 months of service: 85% of the job classification rate in which Employee is assigned.

After 12 months of service: Job classification set out in Exhibit A.

**Advanced Step Hiring:** New employees who have at least twelve consecutive months of experience working in a position performing the same or substantially similar duties as the bargaining unit position for which they are being hired may be paid the full job classification rate set out in Exhibit A. For the prior experience to qualify, the employee must have been performing the same or substantially similar duties within the twelve months preceding their hire date with the City.

\*Employee may be advanced more rapidly within the job classification to which the Employee is assigned than the above time steps indicate upon mutual agreement of the City and the Union.

3. Longevity Bonus: Beginning January 1, 2023, employees will receive a one-time bonus, not added to base wages on the following milestone anniversaries:

15-year anniversary: \$1000  
20-year anniversary: \$1000  
25-year anniversary: \$1000  
30-year anniversary: \$2000  
35-year anniversary: \$2000

This bonus shall not apply retroactively for employees who reached a milestone anniversary before January 1, 2023.

4. Any employee required to have a CDL license shall be reimbursed the cost of the license, including the cost of any CDL endorsement that may also be required pursuant to the employee's job description.

5. If a Maintenance III or IV with a Water Plant Operator License acts up to a Water Plant Operator for one hour or more, he shall receive the Water Plant Operator rate for the actual hours worked. In order to be considered acting up the employee must be licensed as a water plant operator and must perform water meter installation/repair, locating, p.s. stations, handling customer billing complaints, reading meters for monthly billing in an entire section( not missed readings) and/or taking water samples. Performing functions such as turning valves, maintenance, flow testing, psi testing, witnessing, general maintenance at stations or facilities, and working on water main repairs is not acting up as a Water Plant Operator.

If a Maintenance III is assigned by the Department Manager to act up to a Maintenance IV position for eight (8) or more hours during their regularly scheduled workweek or four (4) or more hours if he is called in, he shall receive the Maintenance IV rate for the actual hours worked in the assigned Maintenance IV position. Whether or not the Maintenance III is assigned to a Maintenance IV position is at the sole discretion of the Department Manager.

6. Certification Incentive Pay: Individuals who obtain and/or hold the following licenses that are not required to fulfill the duties of their current job classification will receive an annual stipend in the amount of:

- Certified Arborist License - \$300 (maximum of 2 employees)
- Commercial Pesticide Operator License - \$300 (maximum of 4 employees)
- Water Operator Class C License - \$300 (maximum of 4 employees)

The annual stipend will be paid in November for licenses obtained by November 1<sup>st</sup> of that calendar year. For the above listed licenses, the City will also provide annual reimbursement of the actual costs for obtaining licensure, license renewal, and related testing (for passing grades only), and continuing education required to maintain the license. Employees will be responsible for all administrative matters related to these licenses including but not limited to tracking of continuing education credits, renewals, and testing schedules.

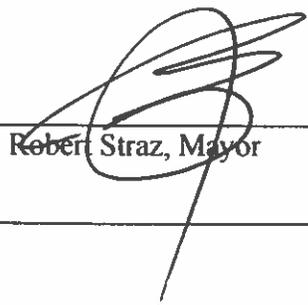
7. COVID Bonus: Effective upon the ratification of the Agreement by the union and the approval of the Agreement by the City Council all actively employed bargaining unit members will receive a one-time bonus payment, not added to base, in the amount of \$750.

APPENDIX B

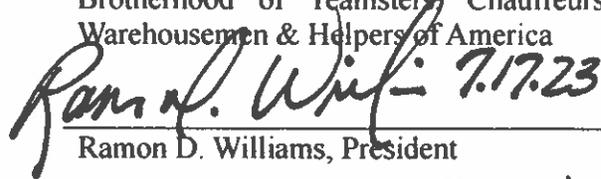
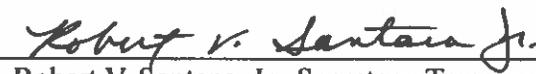
MEMORANDUM OF AGREEMENT

City of Palos Heights and State and Teamsters Local 700, International Brotherhood of Teamsters, Chauffeurs, Warehouse and Helpers of America, agree that employees in the position of Public Works Supervisor shall have the authority to investigate disciplinary infractions and effectively recommend discipline.

City of Palos Heights

  
7/20/23  
\_\_\_\_\_  
Robert Straz, Mayor  
\_\_\_\_\_  
\_\_\_\_\_

Teamsters, Local 700, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

  
7.17.23  
\_\_\_\_\_  
Ramon D. Williams, President  
  
\_\_\_\_\_  
Robert V. Santana, Jr., Secretary-Treasurer  
07-17-2023  
\_\_\_\_\_

## **APPENDIX C**

### **MECHANIC I**

Under direction of Public Works management or senior mechanic as assigned by Public works director.

Entry Level position; Applicant must possess high school diploma and prior automotive training, education, or certification, or at least 2 years of experience in automotive and engine and equipment repair and maintenance.

Duties below include but not limited to:

- Lift 75 pounds and work in inside and outdoor conditions. Preventive maintenance tasks including but not limited to cleaning equipment, changing belts, hoses, and other parts replacement as needed.
- Skill in the use of tools and equipment required in vehicle maintenance
- Ability to understand and follow verbal and written instruction
- Ability to perform duties in adverse working conditions
- Ability to perform manual tasks requiring physical strength and endurance
- Perform oil changes, brake inspections, tire repair and replacement, and other related maintenance or repair on motorized, and vehicle, or other equipment as needed or assigned.
- Check and prepare vehicles/equipment prior to safety lane, or other safety inspections.
- Diagnose and maintain small engine equipment.
- Ability to work under direction of public works management and or assist senior mechanics.
- Maintain, work areas, equipment, and tools.
- Be on call for 24/7 service. Any other duties as assigned.

## **MECHANIC II**

### **Duties: Under management of the public works department**

- 5 years progressive experience/training in motor vehicle maintenance field.
- Proven ability to utilize tools and equipment provided to diagnose mechanical and electrical problems.
- Ability to read and comprehend wiring diagrams and service manuals.
- Competence demonstrated in preventative maintenance in a variety of Police and Public Works equipment along with City fleet and other City equipment and work areas.
- Ability to work independently and to demonstrate ability in diagnoses and repair of City fleet, motor vehicle maintenance, and other City owned equipment.
- Class B CDL license necessary, with air brake endorsement.
- On call for fleet maintenance as needed.
- Attend approved training as assigned.
- Duties of mechanic I and other duties as assigned.

## MECHANIC III

### **Duties: Under management of the Public works department.**

- All duties performed by Mechanic I and II.
- Completion of additional training, and maintaining, education, or certification, in the field motor vehicle maintenance related study, including automobile, medium and heavy truck maintenance, or other approved course work with ASE, or College pre-approved coursework, including at least 2 ase certifications as listed but not limited to below or, 30 credit hours in approve automotive repair or related field college course work.
- Has shown ability to prioritize work orders and source parts independently and offer initiative and input to the duties of the department.
- Ability to lead and or work with others as assigned by Public works director.
- Basic understanding of MVM budget.
- Demonstrate understanding of motor vehicle department operations, and City of Palos Heights and motor vehicle /public works policies and procedures.
- Other duties as assigned.

### AUTOMOBILE TESTS

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- AS Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- AS Engine Performance
- A9 Light Vehicle Diesel Engines

### MEDIUM/HEAVY TRUCK TESTS

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Train
- T4 Brakes
- TS Suspension and Steering
- T6 Electrical/Electronic Systems
- T7 Heating Ventilation and A/C
- T8 Preventive Maintenance and Inspection (PM)

### ADVANCED LEVEL TESTS

- L1 Auto Advanced Engine Performance
- L2 Electronic Diesel Engine Diagnosis Specialist

## MECHANIC IV

### Duties:

- Act as lead mechanic as assigned by Public works superintendent.
- Assist in the preparation of the MVM department budget for submittal to Public Works superintendent.
- Assign work to others, follow up, and be responsible for prioritizing and completing assigned duties and responsibilities as directed by superintendent of Public works.
- Track progress of repairs and seasonal requirements of departments.
- Exhibit high degree of mechanical ability and perform all duties of mechanic I, II, III.
- ASE certification in 4 or more categories as listed below or associate college degree in Automotive, and show commitment to ongoing training.
- Understanding of work related safety procedures and basic IDOL/OSHA laws.
- Duties of mechanic I, II, III. Other duties as assigned.

### AUTOMOBILE TESTS

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- AS Engine Performance
- A9 Light Vehicle Diesel Engines

### MEDIUM/HEAVY TRUCK TESTS

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Train
- T4 Brakes
- TS Suspension and Steering
- T6 Electrical/Electronic Systems
- T7 Heating Ventilation and A/C
- T8 Preventive Maintenance and Inspection (PM)

### ADVANCED LEVEL TESTS

- L1 Auto Advanced Engine Performance
- L2 Electronic Diesel Engine Diagnosis Specialist