

**AGREEMENT**

**BETWEEN**

**CITY OF ROLLING MEADOWS**

**AND**

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

Expiring December 31, 2022

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**PREAMBLE**

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the City of Rolling Meadows, Illinois (the “City” or “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (the “Union”), on behalf of certain employees described in Article I. In order to establish harmonious employment relations between the City and the employees represented by the Union, to establish equitable and peaceful procedures for the resolution of disagreements, to prevent interruptions of work, to promote the quality and continuance of public service, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of grievances, the parties agree as follows:

**ARTICLE I**  
**UNION RECOGNITION AND REPRESENTATION**

**SECTION 1.1: RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

**INCLUDED**

All full-time and regular part-time employees of the City of Rolling Meadows in its Department of Public Works in the following classifications: Foreman, Maintenance A, Maintenance B, Mechanic A and Mechanic B.

**EXCLUDED**

All other employees of the Department of Public Works, including the Public Works Director, the Assistant Public Works Director, the Streets and Refuse Maintenance

Superintendent, the Water Operations Superintendent, the Internal Services Superintendent, the Underground Utilities Supervisor, the Administrative Support Coordinator, the Account Technician, and all supervisory, managerial or confidential employees, as defined under the Illinois Public Labor Relations Act.

**SECTION 1.2: NEW JOB TITLES/POSITIONS**

The City shall notify the Union within fifteen (15) working days of its decision to implement any and all new job titles/positions pertaining to work of a nature performed by employees within the bargaining unit. The City shall determine an appropriate rate of pay. If the Union does not agree that the rate of pay established by the City is appropriate, it may, within fifteen (15) days of notification by the City, as provided above, request in writing to bargain regarding the appropriate rate of pay for such new title/position. If agreement is not reached by the time work must be started, the City may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the City, such rate shall be applied retroactively to the start of work in the new job title/position.

**SECTION 1.3: CONTINUATION OF HISTORICAL PRACTICES**

The City is authorized to continue its historical practice of utilizing non-bargaining unit employees and volunteers to perform what may be described as “bargaining unit work,” for special events, for emergency work of a *de minimis* nature, or for bargaining unit work previously performed by the Utilities Supervisor.

**SECTION 1.4: FAIR REPRESENTATION**

The Union agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability

(monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

## **ARTICLE II** **MANAGEMENT RIGHTS**

Except as specifically modified by the express provisions of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include, but are not limited to the following: to determine the mission of its various departments; to determine the number and location of facilities and offices, as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the City and its various departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment; to determine the number of employees, and to employ employees; to schedule and assign work; to establish performance and productivity standards and objectives and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various reasonable rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; provided,

however, that the exercise of any such rights by the City shall not conflict with any of the express provisions of this Agreement.

**ARTICLE III**  
**UNION RIGHTS**

**SECTION 3.1:       UNION ACTIVITY DURING WORKING HOURS**

Duly authorized business representatives of the Union shall have access to the City's premises with prior notice to the City for the purpose of handling grievances or otherwise representing employees, pursuant to the provisions of this Agreement, provided, however, there is no interruption of the City's working schedule. These representatives will be identified to the Director of Public Works or his designee, and on each occasion on which access to the City's premises is sought, will first secure permission from the Director of Public Works or his designee, such permission not to be unreasonably denied.

**SECTION 3.2:       UNION BULLETIN BOARD**

The City shall provide one Union bulletin board at the main Public Works facility, located at 3900 Berdnick Street, 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 IV**  
**UNION DUES/FAIR SHARE CHECKOFF**

**SECTION 4.1:       DUES CHECKOFF**

During the term of this Agreement, the City will deduct from each employee's first paycheck each month the uniform, regular monthly Union dues and PAC contributions, when applicable, for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the City (a copy of such written authorization form is attached to this Agreement, as Appendix A). Such written authorizations shall remain in effect for the term of

this Agreement, except that a written authorization may be revoked commencing ninety (90) days prior to the expiration date of this Agreement, and at any time following the expiration of this Agreement, until a successor agreement, if any, is in effect. In addition, upon receipt of a lawfully executed written authorization form, the City will deduct from the employee's paycheck and remit the same to the Union. Such dues/contributions shall be remitted to the Union on a monthly basis.

The actual dues amount deducted (and contributions, where applicable), as determined by the Union, shall be uniform for each employee, in order to ease the City's burden in administering this provision. The Union may change this fixed uniform dollar amount twice each year during the life of this Agreement, by giving the City at least thirty (30) days notice of any change in the amount of the uniform dues/contributions to be deducted.

If an employee has no earnings 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 amounts paid to the Union in error, on account of this dues deduction provision.

#### **SECTION 4.2: FAIR SHARE**

During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, 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 the 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 the 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 fully responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights 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, including the major categories of expenses, as well as verification of same by an independent auditor.
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 fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the 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 State Labor Relations Board and the payment shall be made to said organization.

**SECTION 4.3: INDEMNIFICATION**

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from 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 of such provisions.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**SECTION 5.1: APPLICATION OF ARTICLE**

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

**SECTION 5.2: WORKDAY AND WORK WEEK**

- A. The workday is eight (8) hours, and the work week is forty (40) hours.
- B. The Public Works Department consists of the following Divisions:
  - 1) Facilities
  - 2) Vehicle Services
  - 3) Streets and Refuse
  - 4) Underground Utilities
  - 5) Water Operations.

The hours/workdays for all bargaining unit members, except those assigned to the Refuse operations, shall be 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch, Monday through Friday. The hours/workdays for Refuse operations shall be 6:00 a.m. to 2:30 p.m., with a one-half (1/2) hour unpaid lunch break, Monday through Friday. According to past practice, when the requirements of the job dictate that employees work through their lunch period, as

determined by their supervisor, employees may be allowed to leave work thirty (30) minutes early or shall be paid the appropriate rate of pay, as determined by their supervisor.

C. Employees will be provided with two (2) paid fifteen (15) minute work breaks per work day, one in the morning and one in the afternoon, to be scheduled by their supervisor or designee. Employees shall be permitted to combine their two (2) fifteen (15) minute breaks, with their supervisor's or designee's approval.

D. If unscheduled work is required during other than normal working hours, such as during snow events, and such work is expected to continue at least three (3) hours past the end of an employee's scheduled shift, the City will provide a meal period of thirty (30) minutes.

### **SECTION 5.3: CHANGES IN WORKDAY OR WORK WEEK**

Should it be necessary, in the City's judgment, to establish schedules departing from the normal workday or the normal work week, or to change the shift schedule or hours of work of an employee or employees for street sweeping or for work to be performed on or at City facilities or that may disrupt City facility operations, the City shall provide, absent emergency circumstances, at least forty-eight (48) hours advance notice of such change to all employees affected by such change.

### **SECTION 5.4: OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

A. An employee shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate of pay for all hours worked outside the hours of his normal scheduled workday or in excess of 40 hours in the employee's normal work week. Overtime will be rounded to the nearest ¼ hour.

B. Approved compensated time shall be counted as "time worked" for purposes of computing overtime compensation.

**SECTION 5.5: OVERTIME DISTRIBUTION**

Working overtime is a necessary requirement of each employee's position. Employees are expected not only to perform mandated overtime work, but to answer calls from the City seeking employees to work overtime, and to volunteer to work their fair share of overtime assignments. Employees who fail to answer calls from the City for snow and ice callouts or when assigned to be on-call shall be subject to discipline.

The City will assign overtime work to bargaining unit employees in those classifications that the City determines are needed to perform such work, and to the employees within such classification that the City determines are qualified to perform the specific overtime work that is required. The City shall not be required to interrupt work in progress. When assigning overtime, the City shall utilize a rotating overtime distribution list for each Division, which list shall consist of all employees in the following classifications within that Division (*i.e.*, all Maintenance workers, all Foremen, all Mechanics) listed in order of seniority, with the most senior employee listed first, and thereafter rotating. If all employees within such classification in that Division decline such assignment, then the City shall offer overtime to the Foreman in that Division, if he has not already been assigned such overtime. If the Foreman has been assigned to such overtime, or if the Foreman declines, and additional overtime is needed, the City shall offer overtime to other qualified employees in that Division, and thereafter, to employees in other Divisions, based upon qualifications and availability. If no other employees are available for such overtime assignment, then the least senior employee in such classification in the original Division shall be first ordered to work such overtime assignment, and any other qualified

employees who are required to work shall be assigned, based upon reverse seniority in such classification within such Division. Such "ordered back list" shall be rotated, by reverse seniority. However, if all full-time bargaining unit members who would have usually worked the overtime refuse it or are unavailable, the Employer may have non-bargaining unit employees or outside contractors perform such work, without violating the Agreement.

If an error is made and an employee is skipped in the overtime assignment procedure, such employee shall be placed at the top of the callout list for the next overtime assignment, provided that a bargaining unit member committed the callout error. If a non-bargaining unit member committed the error, the skipped employee shall receive the minimum callback pay.

The parties agree that employees shall be called out for snow and ice operations according to past practice.

#### **SECTION 5.6: CALLBACK**

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of three (3) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for the purposes specified in such assignment and employees shall perform such duties as directed in such callback. The callback assignment begins when the employee is contacted. Employees shall only be compensated for one guaranteed minimum "callback," if multiple callbacks occur during the same three (3) hour time period.

#### **SECTION 5.7: ON-CALL PAY**

The City's on-call assignments are as specified below:

A. Water Operations Division: One (1) employee is placed on weekend on-call from close of business Friday until open of business Monday. Employees placed on-call shall be compensated four (4) hours of pay at the rate of time and one-half their regular hourly rate of pay and shall receive three (3) hours of compensatory time for each Saturday and Sunday on-call. For employees in the Water Operations Division placed on-call for the days on which the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are observed, such employees shall be compensated with four (4) hours pay at the rate of time and one-half of their regular hourly rate of pay and four (4) and one-half hours of compensatory time. For employees in the Water Operations Division placed on-call for the days on which the holidays of Martin Luther King's Birthday, Veterans' Day, Thanksgiving Friday and Christmas Eve are observed, such employees shall be compensated with four (4) hours pay at the rate of time and one-half of their regular hourly rate of pay and three (3) hours of compensatory time. Hours worked in excess of the four (4) hours per day shall be compensated per hours worked and shall not be treated as a callback.

Any bargaining unit employee who is assigned to monitor the water system via a City laptop computer outside of his normal work hours, Monday through Thursday, shall be compensated at one (1) hour of pay, at the overtime rate of time and one-half their regular hourly rate, for each day.

B. Underground Utilities Division, Facilities Division, Vehicle Services Division and Streets (along with Refuse) Division: One (1) employee from each of these four (4) Divisions shall be on call each weekend and for each observed holiday. Such employees shall be compensated for such on-call duties with two (2) hours of pay at the overtime rate of time and one-half their regular hourly rate of pay per day for service on weekends, and shall be compensated for such on-call duties with three (3) hours of pay at the overtime rate of time and one-half their regular hourly rate of pay on observed holidays.

## **SECTION 5.8: COMPENSATORY TIME**

As an alternative to paid overtime, employees may opt to earn compensatory time off, if requested by the employee. Compensatory time shall be granted in the minimum of thirty (30) minute blocks. Employees may accrue up to two hundred forty (240) hours of compensatory time at any given time (a rolling bank), but any compensatory time in excess of eighty (80) hours not used by December 1 of any year shall be paid to the employee at the rate of pay in effect for such employee on the date of such payment, and such payment shall be made to the employee on the second payroll of December. Requests to use compensatory time must be made at least

forty-eight (48) hours in advance, where practicable, and shall be subject to obtaining the supervisor's approval of such use. Compensatory time cannot be scheduled before it is earned. Employees may request to cash out accrued compensatory time, not to exceed forty-eight (48) hours per payroll period, upon completion of a payroll form, subject to the approval of the Director of Public Works and the City Manager.

**SECTION 5.9: MANDATORY REST PERIOD**

Unless an employee agrees otherwise, employees will not be required to work more than sixteen (16) consecutive hours without being allowed an eight (8) hour rest period. If an employee is sent home by the Employer after sixteen (16) consecutive hours and his eight (8) hour rest period falls within his normal workday, he shall be compensated for the remaining hours of his normal workday. If an employee chooses to go home after sixteen (16) consecutive hours and his eight (8) hour rest period falls within his normal workday, he may be permitted to use unused accrued leave for the remaining hours of his normal workday.

**SECTION 5.10: NO PYRAMIDING**

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

**ARTICLE VI**  
**SENIORITY**

**SECTION 6.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment in a classification that is included in the bargaining unit.

**SECTION 6.2: TERMINATION OF SENIORITY**

Seniority for all purposes shall be terminated if the employee:

- a) Resigns or quits; or

- b) Is discharged for just cause (or if a probationary employee is discharged with or without cause); or
- c) Retires or is retired; or
- d) Is absent for three (3) consecutive work days without notifying the Public Works Director or his designee; or
- e) Falsifies the reason for a leave of absence or engages in employment while on an authorized leave of absence; or
- f) Is laid off for a period of twelve (12) months or fails to respond to a notice of recall to work; or
- g) Does not perform work for the Employer (except for absences for military service or worker's compensation) for a period in excess of twelve (12) months.

**SECTION 6.3: SENIORITY LIST**

The City shall maintain a seniority list, which shall be furnished to the Union at the beginning of each contract year. The City shall not be responsible for any errors in the seniority list, unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Union's receipt of such list.

**SECTION 6.4: PROBATIONARY EMPLOYEES**

All new hires and any employee rehired after a loss of seniority shall be considered a probationary employee, until they have completed a probationary period of twelve (12) months of actual work. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority, which shall be retroactive to the date of his/her most recent employment. During an employee's probationary period, the employee may be suspended, laid off, terminated or otherwise disciplined at the sole discretion of the City. During

an employee's period of probation, no grievance may be filed by or on behalf of such employee regarding the suspension, layoff, termination or other discipline.

**ARTICLE VII**  
**LAYOFF AND RECALL**

**SECTION 7.1: LAYOFF**

If the City, in its sole discretion, determines that layoffs are necessary, employees will be laid off from the affected classifications of Foremen, Maintenance Workers or Mechanics, without regard to grade (*i.e.*, A, B) based on a consideration of their seniority, as defined in Article VI. No layoff will occur without at least thirty (30) calendar days' notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not delay the implementation of the layoff.

**SECTION 7.2: RECALL OF LAID-OFF EMPLOYEES**

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months or the length of time the employee has been employed by the City in a position covered by this Agreement, whichever is less. If there is a recall in the employee's classification, employees on the recall list in said classification shall be recalled in the inverse order of their layoff, provided they are currently qualified to perform the work in said classification, including possessing any required licenses or certification. The City shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond to the City within fourteen (14) days from the date of receipt, the employee shall be deemed to have waived any entitlement to re-employment. Any employee who fails to report for work on the date stated within the notice of recall shall be deemed to have waived any entitlement to re-employment.

**ARTICLE VIII**  
**DISCIPLINARY PROCEDURES**

When the City believes that just cause exists to institute disciplinary actions (except for probationary employees, who may be disciplined with or without just cause), it shall have the option to assess the following penalties:

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

The Employer reserves the right to impose discipline based upon the severity of the employee's conduct, actions or inactions. Whenever appropriate, prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions, but such discussion shall not be delayed in order to allow a particular Steward to be present, if another Steward is available.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

**SECTION 9.1: GRIEVANCE DEFINED**

A grievance is defined as any claim against the City of violation of an express provision of this Agreement.

## **SECTION 9.2: PROCESSING OF GRIEVANCE**

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the Grievant is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group who were named in the written grievance filed at Step Two.

## **SECTION 9.3: GRIEVANCE STEPS**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the steps listed below. Any time period provided for under the steps in the grievance procedure may be mutually extended in writing. The grievance, which shall be on a form provided by the Union, a copy of which is attached hereto as Appendix B, will contain a summary statement of facts surrounding the grievance, the specific Articles and Sections of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The grievance document shall be signed and dated by the Union.

The Union may file a class grievance, if it affects two or more bargaining unit members whose grievances involve the same issues, interpretations and contract provisions, so that a decision as to one grievant shall be decisive as to all members of the class. All such Class Grievances will be submitted by the Union representative, and shall contain all of the information required to be specified, as provided in the preceding paragraph.

### **STEP ONE: ASSISTANT DIRECTOR OF PUBLIC WORKS**

If the parties are unable to resolve the grievance informally, the Union may submit such grievance for resolution by means of the formal grievance procedure. Grievances shall be presented in writing to the Assistant Director of Public Works within ten (10) calendar days of the occurrence giving rise to the grievance, not including the day of the occurrence, or within ten (10) calendar days of the date when the affected employee knew, or reasonably should have known of such occurrence, not including the day of the occurrence. Any grievance not presented to the Assistant Director of Public Works within the time period stated above shall be deemed untimely and shall be deemed waived. The Assistant Director of Public Works shall schedule a conference with the Union within ten (10) calendar days of the receipt of the grievance in order to attempt to adjust the matter. The Assistant Director of Public Works shall provide an answer in writing no later than ten (10) calendar days from the receipt of the Step One grievance, generally stating whether the Employer is granting or denying the grievance.

### **STEP TWO: DIRECTOR OF PUBLIC WORKS**

If the grievance is not resolved at Step One or the Assistant Director of Public Works' response is not received within ten (10) calendar days following receipt of the Step One grievance, and the Union wishes to appeal the grievance to Step Two of the grievance procedure, the grievance shall be delivered in writing to the Director of Public Works or designee within ten (10) calendar days after the receipt of the Assistant Director of Public Works' written response to the grievance, not including the day the response was received, or within ten (10) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee believes the grievance was improperly denied at the previous step of the grievance procedure. The Director

of Public Works or designee shall schedule a conference with the Union within ten (10) calendar days of receipt of the Step 2 filing in an attempt to adjust the matter. If no settlement of the grievance is reached, the Director of Public Works or designee shall provide a written response to the grievant within ten (10) calendar days after receiving the written Step Two grievance, not including the day the Step Two grievance was received, generally stating the basis upon which the Employer is denying the grievance.

### **STEP THREE: CITY MANAGER**

If the grievance is not resolved at Step Two or the Director of Public Works' response is not received within ten (10) calendar days following receipt of the Step Two grievance, and the Union wishes to appeal the grievance to Step Three of the grievance procedure, the appeal shall be submitted in writing to the City Manager, or his designee, within ten (10) calendar days after the receipt of the Director of Public Works' or designee's written response to the employee, not including the day the response was received, or within ten (10) calendar days of the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee believes the grievance was improperly denied at the previous step of the grievance procedure. The City Manager, or his designee, shall schedule a conference with the Union within ten (10) calendar days of receipt of the Step 3 filing in an attempt to adjust the matter. If no settlement of the grievance is reached, the City Manager, or his designee, shall provide a written response to the grievant within ten (10) calendar days after receiving the written Step Three grievance, not including the day the response was received, generally stating the basis upon which the Employer is denying the grievance.

## **STEP FOUR: ARBITRATION**

If the grievance is not resolved at Step Three and the Union wishes to appeal the grievance from Step Three of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the written answer as provided to the Union at Step Three, not including the day the response was received, or within thirty (30) calendar days of the day the response was due, if no response is received:

(a) Within said thirty (30) calendar days, the Union shall provide to the City Manager written notice of such referral to arbitration. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, who are members of the National Academy of Arbitrators residing in Illinois. The parties shall alternatively strike the name of an arbitrator, with the party requesting arbitration to make the first strike. The person whose name remains shall be the arbitrator, provided that each party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and a place for the hearing, subject to availability of Union and Employer representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing.

(c) The Employer and the Union shall have the right to request the arbitrator to subpoena the presence of witnesses or documents.

(d) The arbitrator shall submit his/her 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) The fees and expenses of the arbitrator and the cost of the court reporter and the written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **SECTION 9.4: AUTHORITY OF THE ARBITRATOR**

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation or misapplication of the

specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. Such decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and/or the Illinois Public Labor Relations Act.

**SECTION 9.5: TIME LIMITS**

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the Union within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the Union as denied and the Union may elect to appeal the grievance to the next step of the grievance procedure, in accordance with such procedures set forth hereinabove. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article, but no extension of time shall be implied by any action or inaction of either party, if not expressly stated in writing.

**SECTION 9.6: GRIEVANCE PROCESSING AND GRIEVANCE MEETINGS**

Four (4) duly authorized bargaining unit employees shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards to the Director of Public Works.

Employees and/or the Union representatives shall investigate and/or file grievances only on their non-work time (which, under this Agreement, means before work, after work, during approved breaks or during a lunch period, subject to emergency work duties) and only in a manner which will not disturb other employees who are working. In the event a grievance meeting(s) is scheduled by the Employer during the time the employee(s) would otherwise be working, the employee(s) shall receive compensation for such time spent in such meeting(s). Neither their Union Stewards nor other Union representatives shall be compensated by the Employer for the attendance at arbitration hearings.

## **ARTICLE X** **LEAVES**

### **SECTION 10.1: HOLIDAYS**

The following days are declared holidays for all full-time bargaining unit employees:

New Year's Day  
Martin Luther King Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

Except as provided hereinafter, employees will be scheduled to be off of work on such holidays, and shall receive eight (8) hours pay at the employee's regular hourly rate of pay, as holiday pay. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official City holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official City holiday. Except for employees who are assigned to Refuse operations, full-time employees who work on the observed holiday shall be compensated at a

rate of one and one-half times the employee's regular hourly rate of pay for hours actually worked, in addition to eight (8) hours of straight time holiday pay. Except for employees who are assigned to Refuse operations, full-time employees who work on the actual holiday shall be compensated at the rate of two (2) times the employee's regular hourly rate of pay for all hours actually worked, in addition to eight (8) hours of straight time holiday pay.

Refuse collection is a five (5) day per week operation, therefore employees may be required to work on holidays and Saturdays. Should a Refuse employee work on Martin Luther King Jr. Day, Veterans' Day, the Friday after Thanksgiving, or Christmas Eve, he shall be compensated as follows: eight (8) hours of holiday pay, plus time and one-half for all hours actually worked on such holiday, plus eight (8) hours of compensatory time, should the employee work over four (4) hours.

## **SECTION 10.2: VACATION**

All regular full-time bargaining unit members shall be allowed vacation leave, with pay, subject to obtaining the approval of the Director of Public Works or his/her designee at least twenty-four (24) hours in advance for a full vacation day, and subject to approval of the Director of Public Works or his/her designee in his/her reasonable discretion for less than a full vacation day. Employees hired by the City prior to January 26, 2011, with previous local (municipal), state or county government service, other than in Rolling Meadows, shall be entitled to credit for such service for purposes of calculating length of continuous service for vacation accrual. The means of determining the anniversary date for full-time employees shall be 365 consecutive calendar days from their date of hire or previous anniversary. Vacation allowances shall be earned per pay period, based on the following schedules:

For those employees hired on or before November 2, 2010:

<b>Years of Completed Service</b>	<b>Vacation Weeks Earned Per Year</b>	<b>Vacation Hours Earned Per Year</b>	<b>Throughout the Anniversary Period – Maximum Accrual Hours*</b>
0-4	2	80	160
5-9	3	120	240
10-14	4	160	320
15-19	5	200	400
20+	6	240	480

(\*This reflects the eligible vacation hours carry over/accrual, plus vacation accrual hours earned during the following year.)

For those employees hired on or after November 3, 2010:

<b>Years of Completed Service</b>	<b>Vacation Weeks Earned Per Year</b>	<b>Vacation Hours Earned Per Year</b>	<b>Throughout the Anniversary Period – Maximum Accrual Hours*</b>
0-5	2	80	160
6-15	3	120	200
16-25	4	160	280
After 25	5	200	320

(\*This reflects the eligible vacation hours carry over/accrual, plus vacation accrual hours earned during the following year.)

Employees shall select vacation days on a first come first served basis by Division, subject to the approval of the Director of Public Works or his/her designee.

**SECTION 10.3: FLOATING HOLIDAYS**

All full time and regular part-time employees may choose three (3) floating holidays per year to be taken on any date approved, in advance, by the Director of Public Works or his/her designee. Floating holidays must be taken in the calendar year in which they are available or they are lost. Upon separation, there will be no compensation for unused floating holidays. New employees serving a probationary period shall not be eligible for a floating holiday until they have successfully completed six (6) months of consecutive service to the City. New appointees

serving a probationary period who voluntarily terminate their employment prior to the six-month period shall not be paid for any floating holidays.

#### **SECTION 10.4: SICK LEAVE**

A. Sick Leave Accrual. Full-time employees hired shall earn sick leave at the rate of eight (8) hours per month.

Regular full-time employees hired before January 25, 2011 may accumulate sick leave up to a maximum of one thousand (1,000) hours. Regular full-time employees hired on or after January 25, 2011 may accumulate sick leave up to a maximum of one hundred eighty (180) hours in their Regular Sick Leave Bank. However, whenever a regular full-time employee hired on or after January 25, 2011 has one hundred eighty (180) hours of sick leave in such employee's Regular Sick Leave Bank, any additional sick leave earned by such employee shall be placed in such employee's Serious Medical/Disability Leave Bank, up to a maximum of an additional one hundred eighty (180) hours. Such Serious Medical/Disability Leave Bank may only be used for absences occurring as a result of the employee's own serious medical condition (*i.e.*, FMLA qualifying) or disability, and may be used only upon exhaustion of the employee's Regular Sick Leave Bank, and only after obtaining approval from the City Manager or designee. Unused sick leave in both the Regular Sick Leave Bank and the Serious Medical/Disability Leave Bank of employees hired on or after January 25, 2011 shall have no cash value.

B. Sick Leave to PEHP. For employees hired before January 25, 2011, an employee must reach seven hundred twenty (720) accumulated hours of sick leave to be eligible for participation in the PEHP Sick Leave incentive program described below. Employees hired on or after January 25, 2011 are not eligible for participation in the PEHP sick leave program described below. Once employees have achieved the minimum balance in their sick leave

accrual, the equivalent of one-half (1/2) of the sick days accumulated and unused during the preceding anniversary year shall be credited to the employee's Post Employee Health Plan account, at his/her regular rate of compensation. The balance of the hours not credited to the employee's PEHP account shall remain in the employee's sick leave accrual. However, at no time shall the conversion cause the total balance in the employee's sick leave accrual to drop below the minimums established for eligibility.

In the event that an employee who was hired before January 25, 2011 reaches the maximum accumulation as provided above, the value of the total unused sick leave hours (*i.e.* 100%), up to a maximum permitted to be earned in a year, shall be credited to the employee's Post Employment Health Plan account at his/her regular rate of compensation.

The number of sick days for which the employee is entitled to be compensated for, in the form of Post-Employment Health Plan deposits, and/or to remain in his/her accumulated sick leave accrual shall be determined as of the employee's anniversary date.

C. Sick Leave and PEHP Retirement Benefits. The following criteria are established for eligibility to participate in the PEHP Retirement benefit program, which is limited to employees hired before January 25, 2011:

1. Employees who have completed eight (8) years of service and are at least fifty-five (55) years of age; or who have completed twenty (20) years of service with the City, including regular part-time employees hired before 1991, who have not been dismissed by the City;
2. Employees who sustain a permanent disability while on the job with the City prior to twenty (20) years of service, which leaves the employee unable to perform their duties as a regular full-time employee, making him/her eligible for a duty related disability pension.

Employees eligible for participation in this program shall be compensated for unused sick leave at the rate of his/her regular rate of pay in effect on his/her last day of actual work for

the City for all accrued and unused sick leave days accumulated as of his/her last day of actual work for the City in accordance with the following program elements:

1. **Cash Payment:** The City shall issue to the employee a check whose value shall be determined by multiplying the employee's ending hourly wage times the accrued and unused sick leave, not to exceed four hundred eighty (480) hours. Proceeds from his/her cash payment are subject to withholding of applicable state and federal taxes. Employees may request that the value of the cash payment be converted into the equivalent monthly health insurance premium payments, the value of which shall be based on the current cost to the City for the desired health insurance plan. These pre-paid health insurance premiums shall be utilized first as the source of funds to enable the employee to maintain participation in the City's Health Insurance programs as provided Rules and Regulations. In the event that the employee passes away prior to the complete utilization of the pre-paid medical insurance premiums, their spouse and or dependents would be able to continue participation in the plans or request in writing a cash settlement based on the value of the premiums at the time they were purchased and the balance remaining in the account, pursuant to a beneficiary declaration made by the employee.
2. **Deposit of Remaining Sick Leave:** In the event that there is a remaining sick leave balance, the dollar value equivalent shall be deposited in the employee's Post Employment Health Plan (PEHP) account, based on the ending rate of pay on the date of the employee's retirement multiplied by the number of eligible credits, up to five hundred twenty (520) hours.

The proceeds within the PEHP account may be used to pay premiums due for the retired employee's continued participation in the City sponsored health insurance programs on behalf of the retired employee, or his/her spouse and dependent children, or other recognized expenditures allowed under the terms of the PEHP.

D. Sick Leave Buy Back. Once an employee has accumulated seven hundred twenty (720) hours of sick leave, they shall be eligible for the following program:

Employees may request that up to one half of the annual sick leave hours be cashed out in any given calendar year. The value of the payment shall be based on the employee's current hourly rate of pay multiplied by the number of hours being requested. The request can be made at any time during the year and shall be in writing to the employee's department head, which

shall forward the same to the City's Human Resource Director. However, at no time shall the conversion cause the total balance in the employee's sick leave accrual to drop below the minimums established for eligibility. Proceeds from this cash payment are subject to withholding for applicable state and federal taxes.

#### **SECTION 10.5: USE OF SICK LEAVE**

Sick leave may be taken for the following reasons:

- Any illness or injury of an employee, or any exposure to a contagious disease, as a result of which the health of others may be endangered by his or her attendance at work.
- Serious illness in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, mother-in-law, father-in-law, brothers, sisters, or grandparents.

In order to receive compensation while absent on sick leave, the employee shall notify the Director of Public Works or designee (supervisor) prior to beginning daily duties. If said notification is not made, the employee shall be considered absent without leave by the Director of Public Works or supervisor and use of sick leave will not be allowed, unless excused by the Department Head or designee.

A written medical certificate, as evidence of the illness or injury to an employee or family member which prevents (or prevented) attendance at work, may be required by the City Manager or Director of Public Works or his/her designee for absences in excess of two (2) consecutive days.

#### **SECTION 10.6: JURY DUTY LEAVE**

Employees on jury duty shall be released from duty with pay for those hours in which the employee is required to report for jury duty. Employees shall turn over to the City any jury duty compensation they receive from the County or federal court. There will be no further City

reimbursement for expenses incurred by the employee. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave. An employee on a jury panel shall return to work for the balance of any day that the employee is excused by the court from further attendance.

**SECTION 10.7: MILITARY LEAVE**

Military leave shall be provided in accordance with applicable law.

**SECTION 10.8: FUNERAL LEAVE**

All regular full -time employees shall be granted, by their Department Head or designee, up to three (3) days leave with no loss of compensation at the time of the death of his or her spouse, children (natural, step or adopted) , mother, father, step-parents, sister (including step), brother (including step), mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law and sister-in-law. Under extenuating circumstances, the City Manager, in his/her sole discretion, may allow the employee to use other accumulated leave, if additional time is needed.

**SECTION 10.9: PERSONAL LEAVE**

The City Manager or his/her designee may authorize any regular full-time or part- time employee to be absent, without pay, for personal reasons, for a period not to exceed ten (10) working days in any calendar year.

**SECTION 10.10: TEMPORARY LIGHT DUTY ASSIGNMENT**

If a City-approved physician determines that an employee is unable to adequately perform the full range of duties for their position due to the existence of a job-related or non-job related illness, injury or disability, and if the City determines there is a reasonable expectation that the employee will be able to return to full duty within a six (6) month period, the City, at its sole discretion, may temporarily assign the employee to light duty in any City department for up

to six (6) months, provided that the City, in its sole discretion, determines that such work is available and the City determines, in its sole discretion, that the employee possesses the basic skills to perform the duties. Upon confirmation by a City approved physician that the employee is able to perform the full range of duties for his/her position, the employee shall be returned to their previous position. If an employee who is assigned to light duty cannot return to full duty within a six (6) month period, the City may terminate the employment of such employee.

**SECTION 10.11: FAMILY MEDICAL LEAVE ACT**

The City shall comply with the Family Medical Leave Act, in accordance with Section 17.9 of the City's Personnel Rules and Regulations, as amended from time to time. The City shall utilize a rolling twelve (12) month period for FMLA leave.

**ARTICLE XI**  
**LABOR MANAGEMENT CONFERENCES**

**SECTION 11.1: LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled after either party submits an agenda to the other, at a time mutually agreed upon by the parties. Such meetings shall be limited to:

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

**SECTION 11.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Director of Public Works or his/her

designee. There shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees, if the meeting is scheduled by mutual agreement during regular work hours. Grievances and arbitrations shall not be discussed at such meetings.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

**SECTION 12.1: GENDER**

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**SECTION 12.2: UNIFORMS**

The City shall provide each employee with up to five hundred fifty dollars (\$550.00) reimbursement, upon presentation of a receipt for purchase, for the purpose of purchasing uniforms, pursuant to IRS regulations. Alternatively, mechanics may receive uniforms through a uniform service that is selected by the City and a reduced uniform allowance in the amount of \$200.00.

The City shall provide all necessary safety gear and safety equipment, except for safety shoes. The City shall provide prescription safety glasses, if necessary, and replacements for the same every other year, if necessary.

**SECTION 12.3: LICENSE/CERTIFICATION REIMBURSEMENT AND STIPENDS**

For any licenses or certifications required by the City, the City shall pay for or provide all necessary training, schooling and certificate programs required to obtain and maintain such licenses and/or certifications, and any renewals or endorsements thereof. An employee who is required by the City to hold any of the following licenses/certifications/endorsements and who holds such license/certification/endorsement for a full contract year, shall receive the following stipend(s) at the end of each contract year:

Wastewater License - \$250.00

HVAC Certification - \$250.00

Electrical License - \$250.00

Water Operator License - \$250.00

International Society of Arborists (ISA) Certification - \$250.00

Pesticide License - \$100.00.

Employees shall receive stipends for no more than two (2) of such licenses/certifications/endorsements, as designated by the employee. Any mechanic who holds an ASE certification for a full contract year shall receive a stipend in the amount of \$100.00, not to exceed compensation for five (5) stipends. Mechanics who held ASE certifications as of December 2016 shall not be subject to such limitation, but shall be eligible to receive compensation for any ASE certification held by such mechanic in December 2016, provided that if any such ASE certification is not renewed, such mechanic's maximum number of stipends shall be reduced accordingly.

#### **SECTION 12.4: TRAINING**

The Employer agrees to compensate all bargaining unit employees for all time spent in required training programs. Employees attending such required training may be required to use a City vehicle for travel to and from such training.

#### **SECTION 12.5: DRUG AND ALCOHOL TESTING**

The City's Drug & Alcohol Policy is made part of this Agreement, is incorporated by reference, and is applicable to all bargaining unit employees. Application of this policy is subject to the Grievance Procedure.

## **SECTION 12.6: TUITION REIMBURSEMENT**

Regular full-time employees will be reimbursed for courses/programs taken that have been approved by the Director of Public Works and City Manager. The tuition assistance program is a discretionary program, subject to the availability of funds, and may be discontinued at any time by the Mayor and City Council or the City Manager.

Employees must be employed with the City a minimum of three (3) years before they are eligible to participate in the tuition reimbursement program. Employees must be meeting performance expectations based upon their yearly performance evaluations to qualify for the program. Employees desiring to participate in the program must complete and submit an Employee Education Request for Reimbursement Form (attached hereto as Appendix C) to Human Resources for approval prior to enrolling in any course. Human Resources, with input from the Director of Public Works and taking into account the employee's current and future job assignments, potential impact on the employee's work responsibilities and availability of funding, will advise the employee in writing as to whether the request has been approved. Such requests shall be required to be filed by October 1 for the following budget year. If possible, attached to the form should be the school schedule and classes in order for the City to properly evaluate budget considerations for reimbursement.

The following points will be examined in relation to each application for tuition reimbursement:

- a. The immediate benefit which the course would provide to the employee, and the immediate effect which it would have on job performance. The opinion of the employee's Department Head in regard to the specific benefit to the department, the City and the to the employee's overall educational pursuits.
- b. The employee's written explanation of the benefits (both personal and job-related) provided by the course.

- c. In the event that the course for which tuition reimbursement is requested is not directly related to the employee's present position and responsibilities, the request may be evaluated in terms of the benefits the course would provide by preparing the employee for another position within the organization for which they may be eligible (e.g., a course which provides supervisory training for an employee in a non-supervisory position who may soon be placed in a supervisory position).
- d. Whether or not the course for which tuition reimbursement funds are requested is to be taken as part of a program leading to a college degree which is related to the employee's position and responsibilities (e.g., some courses required for a college degree may not appear to be job-related when examined in isolation, but may be classified as job-related when viewed in the context of the employee's degree program).

The reimbursable amount for tuition is a maximum of \$4,500 per employee per fiscal year. Reimbursement will be made for the cost of tuition according to the following scale:

Directly job-related and receives an "A"/pass = 75%, "B" = 50% or "C" = 25% reimbursement. Indirectly job-related and/or required for a degree which is directly job-related and receives an "A" or "B" or Pass = 50% or "C" = 25% reimbursement. No reimbursement will be provided for a grade of "D"/fail or lower.

The City will not reimburse tuition for grades other than those above, nor will the City reimburse for any expenses associated with taking classes such as books, commuting, meals, and supplies. If grants, scholarships, or other means are available to assist the employee in paying for tuition, those other means should be pursued and the City's reimbursement will be secondary to any other source of funding tuition costs.

Any employee receiving reimbursement under this plan and who voluntarily (retires, resigns, quits, etc.) leaves City employment must repay the City according to the following schedule: less than three (3) years between receiving assistance and terminating employment = 100%; three (3) to five (5) years = 75%; over five (5) years from the time between receiving assistance and terminating employment = 0%. The determination of repayment for tuition

reimbursement for employees who involuntarily (lay-offs, dismissed for non-performance, etc.) leave the City will be done on an individual basis. Additionally, as per Internal Revenue Service (IRS) rules regarding Fringe Benefits, a portion of the City's reimbursement may be subject to state and federal taxes, which are the responsibility of the employee. (Such payments may be deducted from final paychecks or other moneys owed to the employee by the City).

#### **SECTION 12.7: TOOL ALLOWANCE**

Effective January 1, 2017, the Employer shall provide all specialty tools. Each employee in the classification of Mechanic A and Mechanic B shall receive a tool allowance in the amount of three hundred dollars (\$300.00) in order to purchase tools. The tool allowance shall increase to three hundred fifty dollars (\$350.00) per annum, effective January 1, 2018. The employees in the Facilities Division shall receive a tool allowance in the amount of three hundred fifty dollars (\$350.00) in order to purchase tools. Such tool allowances shall be paid as a reimbursement, upon presentation of a proper receipt for the purchase of such tools.

Employees shall be required to inventory their tools each year and to submit such inventory to the Director of Public Works or his/her designee.

#### **SECTION 12.8: EDUCATION INCENTIVE PLAN**

Full-time regular employees may elect to participate in this plan five years after commencement of employment and must be in courses or programs that are above the educational reimbursements of the employee's position.

The education incentive is as follows:

1. The employee will receive a 1% increase in pay (calculated from the base pay) for receiving or holding an Associate in Arts (AA) degree or similar (roughly sixty credit hours or two years of college).

2. The employee will receive a 2% increase in pay (calculated from the base pay) for receiving or attaining three years of accredited college credit or similar.
3. An employee may receive a 3% increase in pay (based on base pay) for receiving or holding a Bachelor of Arts (BA)/Bachelor of Science (BS) degree from an accredited college or similar.

If an employee decides to participate in the education incentive plan, they will not be entitled to participate in the longevity bonus plan contained in Section 18.2 of this Agreement or switch back to it at a later date, to the longevity bonus plan.

### **ARTICLE XIII** **SUBCONTRACTING**

The City shall have the right to subcontract out beyond current practices, however such subcontracting shall not result in a layoff for bargaining unit employees. Should the City exercise its right to subcontract out beyond current practices, it shall notify the Union within thirty (30) calendar days of the decision and shall negotiate the impact of the City's decision to subcontract, but such negotiations shall not delay the implementation of the City's decision to subcontract.

### **ARTICLE XIV** **NON-DISCRIMINATION**

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of his or her race, color, religion, sex, national origin, age, marital status, physical or mental disability, military status, or Union membership. Any dispute concerning the interpretation and application of this Article shall be processed either through the appropriate federal or state agency or court, or the grievance procedure set forth in this Agreement at the employee's discretion, but the election of one of these options shall constitute a waiver of the right to exercise the other option.

**ARTICLE XV**  
**NO STRIKE/NO LOCKOUT**

**SECTION 15.1: NO STRIKE**

During the term of this Agreement, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work (including the concerted refusal to perform overtime), or mass absenteeism. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. 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. 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.

**SECTION 15.2: NO LOCKOUT**

The City will not lock out any employees covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE XVI**  
**FILLING OF VACANCIES**

**SECTION 16.1: POSTING**

Whenever the City determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) calendar days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

**SECTION 16.2: FILLING OF VACANCIES**

The Employer shall determine whether or not a vacancy should be filled. If the City determines to fill such vacancy, a qualified internal applicant shall be hired before an outside candidate is hired. Should there be two or more internal candidates that are qualified for the position, the City shall select the successful applicant, as determined in its own discretion.

**ARTICLE XVII  
INSURANCE**

**SECTION 17.1: HEALTH INSURANCE:**

The City subscribes to hospitalization, medical, dental, and life insurance programs for its employees, with the options and participation policies determined by the City Council. The City shall continue to make available to non-retired full-time employees and their dependents group health and hospitalization insurance, dental and life insurance coverage and benefits. The City reserves the right to change insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, however, the plan must provide the same or similar benefits for healthcare plans that are offered to other City employees.

All new full-time employees hired in FY 2003 and thereafter until January 1, 2017, who elect insurance coverage, shall be required to enroll in the HMO plan for health and hospitalization insurance from date of hire through the expiration of the first full health plan year following such date of hire. Full-time employees hired on or after January 1, 2017, who elect insurance coverage, shall only be eligible to enroll in the HMO plan for health and hospitalization insurance.

## **SECTION 17.2: EMPLOYEE CONTRIBUTIONS**

Employees shall contribute to the cost of group health and hospitalization insurance or HMO coverage based on the following schedule of employee contributions, which will be deducted from employees' paychecks on a monthly basis:

HMO – 13% effective 6/1/2018; 14% effective 12/1/2018

PPO – 13% effective 6/1/2018; 14% effective 12/1/2018

## **SECTION 17.3: RETIREE COVERAGE**

The City will make available to employees who are under the age of sixty-five (65) and who retire from City service, the same individual and dependent coverage (where the dependent(s) are under the age of 65 years) health and hospitalization, and dental insurance coverage offered to regular employees, and a variable deductible/out of pocket expense maximum indemnity plan, with such premiums to be paid by the retired employees. Employees who are over the age of sixty-five (65) and who retire from City service shall have the option of electing individual and dependent coverage through the City's plans as secondary coverage with such premiums to be paid by the retired employees. Retired employees who chose to utilize their accumulated sick leave days to pay for health insurance premium costs for coverage provided through the City's sponsored health insurance programs would have the following programs in which they could participate:

- Any health and dental insurance programs currently available to non-retired City employees; and
- Reimbursement to the employee for actual payments made by the employee to any other insurance carrier of the employee's choice in accordance with the terms of the Post Employment Health Plan procedures.

**SECTION 17.4: VOLUNTARY DISCONTINUATION BONUS (OPT OUT)**

Pursuant to the terms of the City's IRC Section 125 Plan, any full-time bargaining unit member who voluntarily discontinues their participation in the City's health and hospitalization insurance program for a period of not less than twelve (12) calendar months, corresponding with the term of the City's health insurance policies, shall receive a bonus payment (less applicable withholding) which shall be \$500.00/month for employees who opt out of all City insurance who were eligible for coverage under the family plan, or \$200/month for employees who opt out of all City insurance who were eligible for coverage under the single plan. This payment will be paid on the first check of each month in which the employee qualifies to receive such bonus payment. Said employee shall be eligible to re-establish participation in the City's health and hospitalization insurance program, pursuant to the qualifications set forth for enrollment. Employees who opt out at times other than open enrollment shall be paid on a prorated basis and the bonus received will be owed back (on a pro-rated basis) to the City of Rolling Meadows, if for any reason the employee needs to reinstate health insurance or if they terminate employment within a plan year.

**SECTION 17.5: POST-EMPLOYMENT HEALTH PLAN (PEHP)**

The City agrees to provide a Post-Employment Health Plan (PEHP) program for those employees who are eligible for health insurance. In accordance with the Internal Revenue Service Code, and all applicable federal and state statutes, the PEHP will allow the City and the members to make contributions and accumulate reserves, which could be drawn upon, free of federal and state income taxes, to make permitted medical payments, including premiums for health insurance upon separation from service or retirement with the City or where an existing employee achieves a *de minimum* account balance of five thousand dollars (\$5,000) in the PEHP account.

The City agrees to establish accounts for each of the members and contribute the equivalent of one half of one percent (.5%) of the member's base salary (as of January 1<sup>st</sup>) into the account by February 1<sup>st</sup> of each year.

Members will be responsible for choosing an investment option for their accounts. This PEHP program will remain in effect so long as it continues to be permitted by the Internal Revenue Code and all applicable federal and state statutes. The City also agrees to work with the chosen administrator of the PEHP program to seek approval of the Internal Revenue Service to allow tax exempt employee directed deposits into the individual employee's account. The City would permit the employee contributions should the Internal Revenue Service approve them. Effective January 1, 2006, at the option of each employee, the City shall make tax exempt employee direct deposits into the individual employee's account, as permitted by the Internal Revenue Service and all applicable federal and state laws.

**SECTION 17.6: DENTAL INSURANCE**

The City shall contribute one-hundred twenty dollars (\$120) on behalf of each full-time employee each year, which can be applied either toward the cost of the City's dental insurance premiums or, if the employee elects not to participate in the City's dental plan, to reimburse the employee for dental related expenses incurred, as evidenced by the presentation of a receipt by the employee to the Human Resources Director.

**SECTION 17.7: LIFE INSURANCE**

The City provides term life insurance (which includes AD&D coverage) for its regular full-time employees with a value of the employees' annual salary in effect at the start of the fiscal year, with the minimum level of coverage being \$20,000. In addition, supplementary

insurance is available at the request, and at the sole cost of the employee, through the Illinois Municipal Retirement Fund (IMRF) for those who qualify.

**ARTICLE XVIII**  
**WAGES**

**SECTION 18.1: WAGE RATES**

The Wage Schedules, effective retroactive to January 1, 2021 and January 1, 2022, are attached hereto as Appendix D.

Wage increases shall be fully retroactive for all hours worked and/or compensated for all employees on the City's payroll on the date that written notice of ratification by the Union is provided to the City Attorney.

With the fulfillment of a satisfactory evaluation stating achievement of minimum job requirements, bargaining unit members shall advance to the next step (if applicable) on the employee's anniversary date of hire into a bargaining unit position. The Employer may start a new hire at any step on the wage schedule, and may advance an employee on the step system more than one step, based on performance or experience, as determined by the Employer.

An employee in the classification of Maintenance B or Mechanic B, who satisfies the qualifications of the Maintenance A or Mechanic A classification (as described in the Position Descriptions TA'd on February 22, 2018), may apply for promotion to such "A" classification on or before March 1<sup>st</sup> of any year. The Employer shall determine whether such employee meets the qualifications for such "A" classification, and shall inform the employee in writing, on or before the following July 1<sup>st</sup>, whether the employee is qualified or not, and whether such promotion may be included within the proposed budget of the Employer. The employee shall have the right to file a grievance, pursuant to Article IX of this Agreement, but only regarding a determination that such employee is not qualified for promotion to the "A" classification.

Neither the Union nor the employee shall have the right to grieve the Employer's decision to not include such promotion in its budget. Both parties recognize that the July 1<sup>st</sup> notification by the Employer that such promotion may be included within the proposed budget is subject to final determination by the City Council, which will occur when it adopts its budget, and such final determination whether to include the promotion within the actual budget, as adopted by the City Council, shall not be subject to the grievance procedure contained in Article IX of this Agreement.

If more employees apply for promotions than are included within the budget, the Employer shall have the sole and exclusive authority to select the successful applicant(s), and such decision of the Employer shall not be subject to the grievance procedure contained in Article IX of this Agreement. However, any qualified applicant for promotion who does not attain a promotion in any given year shall be given preference over any applicant who first applies for promotion in subsequent years (*e.g.*, If, in year 1, two qualified applicants apply for promotion to an "A" classification, but only one new "A" classification is budgeted, the unsuccessful qualified applicant shall be given preference over any applicant who applies for the first time in a subsequent year. If, in year 2, that employee reapplies for promotion, along with a first time applicant, but no position is budgeted, then in year 3, the unsuccessful applicant from year 1 shall have first priority, while the unsuccessful new applicant from year 2 shall have priority over any first time applicants in year 3). Unsuccessful qualified applicants shall be required to file a new application in any subsequent year that they desire to be considered for promotion to an "A" classification. If none of the qualified candidates for promotion to an "A" classification have not previously been denied promotion on account of budgetary reasons, the

Employer may select any such qualified applicant for promotion, in its sole and exclusive discretion, and such decision shall not be subject to the grievance procedure.

**SECTION 18.2: LONGEVITY**

Full-time regular employees may be granted longevity pay for the completion of ten, fifteen, twenty, and twenty-five years of continuous service, respectively, subject to the provisions of Section 18.18 of the City's Personnel Rules and Regulations as of September 1, 2017, as follows:

After the completion of 10 years of service	2.25%
After the completion of 15 years of service	2.50%
After the completion of 20 years of service	2.75%
After the completion of 25 years of service	3.00%

**SECTION 18.3: TEMPORARY ASSIGNMENT PAY**

When a non-bargaining unit supervisor is absent from his/her position for five (5) or more consecutive work days, the Foreman in the Division of the absent supervisor who acts in his/her place for five (5) or more consecutive eight-hour shifts shall be compensated at five percent (5%) over his/her regular hourly base rate of pay for those hours worked in such temporary assignment, and on the sixth or greater consecutive eight (8) hour shift, the Foreman acting in the absent Supervisor's place shall be compensated at ten percent (10%) over his regular hourly base rate of pay.

**SECTION 18.4: ACTING OUT OF CLASSIFICATION PAY**

If the Employer requires a bargaining unit member in one classification to perform, for that employee's full shift, the duties exclusive to a different bargaining unit classification with a higher rate of pay, then such bargaining unit member shall be compensated at a rate of three dollars (\$3.00) per hour additional pay for all hours worked in such different classification.

**ARTICLE XIX**  
**SAVINGS CLAUSE**

In the event any Article, Section, or portion of this Agreement shall 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, court or agency decision, and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the City and Union shall thereafter negotiate over the invalidated Article, Section or portion thereof.

The terms of Article XV, No Strike/No Lockout, shall remain in full force during the period of any such negotiations.

**ARTICLE XX**  
**COMPLETE 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, unless otherwise expressly provided herein.

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. Therefore, except as otherwise specifically provided herein, the Employer 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 subject or matter referred to or covered by this Agreement,

including the impact of the Employer's exercise of its rights, as set forth herein, on wages, hours of work or terms and conditions of employment.

**ARTICLE XXI**  
**TERM OF AGREEMENT**

Unless otherwise specified herein, this Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the anniversary date, unless mutually agreed.

EXECUTED this 5<sup>th</sup> day of February, 2021.

CITY OF ROLLING MEADOWS

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 150,  
PUBLIC EMPLOYEES DIVISION

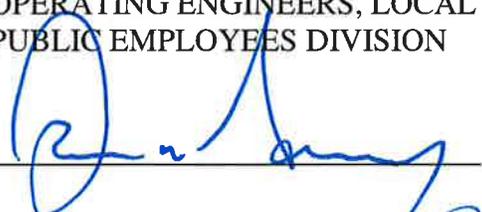
By: \_\_\_\_\_



Attest: \_\_\_\_\_



\_\_\_\_\_



Deanna M. Distasio

\_\_\_\_\_

**APPENDIX A**

**DUES DEDUCTION FORM**

**UNION LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT**

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

This assignment and authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Union and you, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable Collective Bargaining Agreement between you and the Union, which ever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or the applicable Collective Bargaining Agreement between you and the Union, whichever occurs sooner. Such a notice revoking this assignment and authorization shall be given by written notice delivered by certified mail to the Union and to the Employer with whom I am then employed. If unemployed, such notice shall be given to the Union and my last Employer signatory to a Collective Bargaining Agreement.

Print Name \_\_\_\_\_ Signature of Employee X \_\_\_\_\_

Reg. or S.S. No. \_\_\_\_\_ Date \_\_\_\_\_

1st Copy-Union      2nd Copy-Member



**APPENDIX B**  
**GRIEVANCE FORM**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M  
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60543-3992

**GRIEVANCE**

Use additional sheets if necessary

Grievant's Name:

Date Filed:

**STEP ONE**

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance:

Article(s) & Section(s) of Contract Violated

Brief Statement of Facts:

Remedy Sought:

Faxed To:

Time and Date:

IUOE Local 150

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP ONE RESPONSE**

Employer's Representative Signature

Positions

Response Recipient

Date

**STEP TWO**

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP TWO RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

**STEP THREE**  
INTERNATIONAL UNION OF OPERATING ENGINEERS



Reason for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Positions

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

**APPENDIX C**

**EMPLOYEE TUITION REIMBURSEMENT FORM**



### EMPLOYEE TUITION REIMBURSEMENT FORM

Date of Submittal: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee Number: \_\_\_\_\_

Check Single Class/Course:  Multiple Classes/Courses:

School Name: \_\_\_\_\_

Program Name (if applicable): \_\_\_\_\_

Date(s) of Classes: \_\_\_\_\_

Date of expected class/course completion: \_\_\_\_\_

Anticipated Tuition cost per class/course: \$ \_\_\_\_\_

If multiple, provide total: \$ \_\_\_\_\_

Describe the class/course purposes/goals and objectives:  
\_\_\_\_\_  
\_\_\_\_\_

Describe how this class/course will be applicable/helpful to your current employment position, or to your long-term career goal objectives:  
\_\_\_\_\_  
\_\_\_\_\_

Indicate amount previously approved in this calendar year: \$ \_\_\_\_\_  
\*Maximum reimbursement per employee is \$4,500/year

Employee Signature: \_\_\_\_\_  
Submittal of this form does not guarantee reimbursement.

Department Head Approval: \_\_\_\_\_

Indicate the Fiscal Year that funds are expected to be available: \_\_\_\_\_

City Manager Approval: \_\_\_\_\_

Note: Employees must have a minimum of three (3) years of employment with the City of Rolling Meadows to be eligible for participation in this program, and must be meeting annual performance expectations. Please consult the Employee Rules and Regulations, or, if covered by a union contract, consult your contract on tuition reimbursement.

SUBMIT THIS FORM TO HUMAN RESOURCES PRIOR TO ENROLLMENT IN CLASS(ES).  
Form must be submitted by October 1 to be considered for reimbursement in the following fiscal year.

**APPENDIX D**

**WAGE SCHEDULE – EFFECTIVE RETROACTIVE TO 1/1/2021 (2.25% increase)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Foreman	Annual \$96,677										
	Hourly \$46.4793										
Maintenance A	Annual \$62,138	\$66,576	\$71,016	\$79,892	\$88,767						
	Hourly \$29.8740	\$32.0077	\$34.1423	\$38.4096	\$42.6764						
Maintenance B	Annual \$45,934	\$48,485	\$51,037	\$53,588	\$56,140	\$58,693	\$61,244	\$63,796	\$65,607	\$73,806	\$82,008
	Hourly \$22.0837	\$23.3101	\$24.5370	\$25.7635	\$26.9904	\$28.2178	\$29.4442	\$30.6712	\$31.5418	\$35.4837	\$39.4269
Mechanic A	Annual \$64,646	\$69,263	\$73,882	\$83,115	\$92,351						
	Hourly \$31.0798	\$33.2995	\$35.5202	\$39.9591	\$44.3995						
Mechanic B	Annual \$46,925	\$51,191	\$55,457	\$59,722	\$63,989	\$68,255	\$72,574	\$76,892			
	Hourly \$22.5601	\$24.6111	\$26.6620	\$28.7125	\$30.7639	\$32.8149	\$34.8913	\$36.9673			

**WAGE SCHEDULE – EFFECTIVE 1/1/2022 (2.0% increase)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
Foreman	Annual \$98,611										
	Hourly \$47.4091										
Maintenance A	Annual \$63,381	\$67,908	\$72,436	\$81,490	\$90,542						
	Hourly \$30.4716	\$32.6481	\$34.8250	\$39.1779	\$43.5298						
Maintenance B	Annual \$46,853	\$49,455	\$52,058	\$54,660	\$57,263	\$59,867	\$62,469	\$65,072	\$66,919	\$75,282	\$83,648
	Hourly \$22.5255	\$23.7764	\$25.0279	\$26.2788	\$27.5303	\$28.7822	\$30.0332	\$31.2846	\$32.1726	\$36.1933	\$40.2154
Mechanic A	Annual \$65,939	\$70,648	\$75,360	\$84,777	\$94,198						
	Hourly \$31.7014	\$33.9654	\$36.2308	\$40.7582	\$45.2875						
Mechanic B	Annual \$47,864	\$52,215	\$56,566	\$60,916	\$65,269	\$69,620	\$74,025	\$78,430			
	Hourly \$23.0115	\$25.1034	\$27.1952	\$29.2865	\$31.3793	\$33.4712	\$35.5889	\$37.7067			