

MEMORANDUM OF AGREEMENT TO EXTEND THE CURRENT COLLECTIVE
BARGAINING AGREEMENT

The Village of Palatine and Local 150 of the Operating Engineers Union hereby agree as follows:

1. The current collective bargaining agreement is extended to December 31, 2021.
2. The base rates for all positions covered by this agreement are set forth in Appendix A, attached. Such rates, which reflect a 2.5% increase, shall be retroactive to January 1, 2021 for all employees in the bargaining unit on the date of this settlement.
3. The following language is hereby added to Section 14.1 of the Agreement:

Effective May 1, 2021, the Village will continue to contribute for single coverage, single plus one coverage and family coverage; rate increases will be determined by the Fund but shall not exceed 10% of the rates in effect immediately prior to May 1, 2021.

Rest of Section to remain as is.

4. The amount of an employee's wellness benefit contribution pursuant to Section 14.6 (Wellness Benefit Contribution) of the CBA shall be calculated by the Village as follows:
 - It shall be the difference between the Village's cost under the CBA for the employee's participation in the Midwest Operating Engineers Health and Welfare Fund (Union Plan) and the amount the Village would have otherwise contributed towards health insurance coverage under the Village Medical Plan (currently known as the High PPO) for the same employee for the same period of time at the same participation category (employee, employee plus one, or family coverage), assuming the Union Plan cost is greater than the Village Medical Plan. The following examples are illustrative of how the agreed upon formula will be administered:
 - *Example 1:* If the cost of single coverage under the Union Plan is \$630 per month and the Village contribution for single coverage under the Village Plan would have been \$600, then the wellness benefit contribution deducted from the employee's wages would be \$30 per month.
 - *Example 2:* If the cost of family coverage under the Union Plan is \$1,921 per month and the Village contribution for family coverage

under the Village Plan would have been \$1,800 per month, then the amount of the employee's wellness benefit contribution would be \$121 for such month.

- The monthly deductions shall be split evenly over the first two paychecks of each month.

5. Section 7.10 of the Agreement is hereby amended to provide as follows:

Section 7.10. Recording of Time: Effective upon signing of ~~this the successor~~ collective bargaining agreement, the covered employees will ~~be relieved of their obligation to~~ utilize the electronic time clock to record their hours of work. ~~Provided, however, consistent with the Village's obligations under the state and federal wage and hour laws, all employees shall be required to accurately record their hours of work and every employee is expected to sign in when reporting to work and out upon completion of the work day. In the event of abuse of this practice, the Village retains the right to return to the time clock system without prior notice.~~

6. Sections 8.2 and 13.3 of the Agreement are hereby amended to provide as follows:

Section 8.2-Probationary Period - Newly Hired Employees. All new employees (including employees rehired after loss of seniority) shall be probationary employees until they complete a probationary period of ~~nine (9)~~ twelve (12) months of work. Upon the recommendation of the Director of Public Works, the Village Manager may extend an employee's probationary period for up to three (3) additional months. Before the Director makes such recommendation, he will notify the Union and discuss the matter with a Union representative if requested.

During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the Village without recourse to the grievance procedure. Upon request of the Union made within two (2) workdays of the termination, the Village may meet with a representative of the Union to discuss the termination of a probationary employee. In the event an employee's probationary period is extended pursuant to this Section for up to an additional three (3) months, the employee shall then attain all other rights as may exist under this agreement **except** seniority and recourse to the grievance procedure in the event of termination, discipline, suspension or layoff.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 8.1 which shall be retroactive to his last date of hire with the Village in a full-time position. In the event a temporary employee becomes a full-time employee performing substantially the same work he was performing for a continuous period immediately prior to becoming a full-time

employee, such time served as a temporary employee shall be credited to the probationary period and seniority shall date from the time of hire as a temporary employee.

Section 13.3- Step Advancements. The base salary rates for each position consist of eight steps (1 through 8). The rate at which the employee is hired at Step 1 is the base salary range for that employee. After ~~six~~ twelve total months of employment, the employee will automatically advance to the next step (Step 2 for the employee). After ~~one~~ two years (total) of employment, the employee will automatically advance to the next step (Step 3 for the employee).

Advancement to successive steps (Steps 4 and above for the employee) in the base salary range is based upon review and recommendations conducted prior to each anniversary date commensurate with regularly scheduled performance evaluations. Employees shall be given copies of such performance evaluations. Advancement to Step 4 and above is not automatic but rather is made only if the employee has demonstrated continual development and advancement of skills and abilities; performance of assigned tasks with greater and increasing skills; exemplary behavior; increased work effort; and high quality of work. Employees who are not advanced when eligible on their anniversary dates shall be reviewed again six months prior to their next anniversary date. If they are advanced at that time, they will remain eligible for consideration to advance to the next step upon their next anniversary date.

Employees eligible for step advancement who may be potentially subjected to an unfavorable performance review evaluation will be notified at least three (3) months prior to their anniversary date. Employees who are denied step advancement may utilize the grievance procedure with all provisions to apply except that the grievance shall be filed in writing commencing at Step 2 within the time limit specified for an initial grievance, and further provided that the denial of a step advancement shall be subject to limited review only to ascertain whether the Village acted arbitrarily and capriciously in denying advancement.

7. Section 8.4 of the Agreement is hereby amended to provide as follows:

Section 8.4. An employee shall be terminated and his seniority broken when he:

- (a) Quits;
- (b) Is discharged for just cause (probationary employees without just cause);
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- (d) Retires;

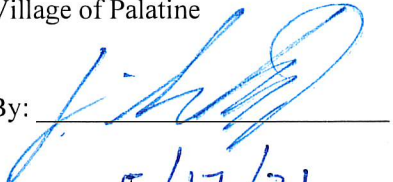
- (e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by a doctor;
- (f) Is laid off and fails to report for work within fourteen (14) calendar days of being recalled;
- (g) Does not perform the essential duties of their position work for the Village for any reason for a continuous period in excess of eighteen (18) months, which said period shall include any light duty assignments. *E.g.*, if an employee is injured and off work for 12 months, then performs light duty for 3 months, and is back off work for 3 months, said employee has not performed the essential duties of their position for 18 months. The foregoing 18 month period shall not include (except for absence due to military service); or
- (h) Fails to report to work or notify the Village during an absence of two consecutive workdays unless the employee is unable to do so for reasons beyond his control which could not be reasonably anticipated or planned for.

AGREED:

Village of Palatine

By: _____

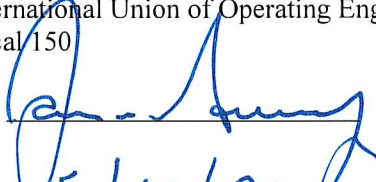
Date: _____


5/17/21

International Union of Operating Engineers
Local 150

By: _____

Date: _____


5/10/21

2021 SALARY SCHEDULE

Position	Grade	Hourly Rates							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst Bldg Engineer 1	PWU-01	24.75	25.94	28.00	29.34	30.75	32.23	33.36	34.53
Maintenance 1	PWU-02	25.20	26.41	28.51	29.88	31.31	32.81	33.96	35.15
Supply Controller	PWU-03	27.08	28.38	30.63	32.10	33.64	35.25	36.48	37.76
Mechanic 1	PWU-04	25.21	26.42	28.52	29.89	31.32	32.82	33.97	35.16
Utility Tech 1	PWU-05	29.30	30.71	33.15	34.74	36.41	38.16	39.50	40.88
Maintenance 2 / Asst Bldg Engineer 2	PWU-06	28.92	30.31	32.72	34.29	35.94	37.66	38.98	40.34
Unassigned	PWU-07	28.85	30.23	32.63	34.20	35.84	37.56	38.87	40.23
Utility/Meter Service / Utility Tech 2	PWU-08	29.82	31.25	33.73	35.35	37.05	38.83	40.19	41.60
Team Leader/Acting Team Leader	PWU-09	31.28	32.78	35.38	37.08	38.86	40.73	42.16	43.64
Electrician	PWU-10	31.11	32.60	35.19	36.88	38.65	40.50	41.92	43.39
Mechanic 2	PWU-11	31.51	33.02	35.64	37.35	39.14	41.02	42.46	43.95
Technical Team Leader	PWU-12	32.11	33.65	36.32	38.06	39.89	41.80	43.26	44.77