

RESOLUTION NO. **22-20**

A RESOLUTION AUTHORIZING THE EXECUTION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION

WHEREAS, the Village of Frankfort and the International Union of Operating Engineers, Local 150, Public Employees Division, have entered into a four-year Collective Bargaining Agreement (“Agreement”), effective May 1, 2022 through April 30, 2026; and

WHEREAS, said Agreement sets forth rates of pay, fringe benefits, work hours, and other conditions of employment for employees within the Village’s Department of Public Works and Utilities, a copy of which is attached hereto and hereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, the Collective Bargaining Agreement between the Village of Frankfort and the International Union of Operating Engineers, Local 150, Public Employees Division, and that the Village Clerk is hereby authorized and directed to attest to the President’s signature.

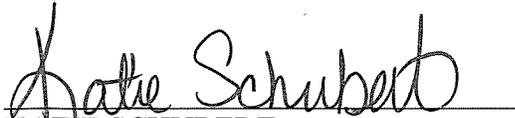
PASSED AND APPROVED this 6th day of June, 2022.





KEITH OGLE
VILLAGE PRESIDENT

ATTEST:



KATIE SCHUBERT
VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VILLAGE OF FRANKFORT

May 1, 2022 through April 30, 2026

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AGREEMENT

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the Village of Frankfort, Illinois, (the “Village”) and the International Union of Operating Engineers, Local 150, Public Employees Division (the “Union”), on behalf of certain employees described in Article I.

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

ARTICLE I

UNION RECOGNITION/MANAGEMENT RIGHTS

SECTION 1.1: RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Village’s Department of Public Works and Utilities, as certified by the Illinois State Labor Relations Board in Nos.: S-RC-18-038 and S-UC-(S)-19-139.

SECTION 1.2: NEW JOB TITLES/POSITIONS

The Village 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. In the event there is a need for the establishment of new job titles/positions including rates of pay, there will be a meeting for the purpose of establishing such

job titles/positions and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Village may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Village, such rate shall be retroactive to the start of work in the new job title/position.

SECTION 1.3: MANAGEMENT RIGHTS

Except as limited by the express provisions of the Agreement and applicable law, the Village retains the right to manage and direct the affairs of the Village including the Public Works and Utilities Departments in all its various aspects. All of the rights, functions and prerogatives of management which the Village had prior to entering into this Agreement are reserved and retained exclusively to the Village and shall not be questioned by the Union or any employee covered by this Agreement at any time or in any manner. In no event shall any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, than by an explicit provision of this Agreement. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Village's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the employer, its mission including the nature, extent and standards of service offered to the public, its overall & departmental budget, the organizational structure and selection of new employees, examination techniques, and to direct or reassign the working force or any individual therein; to plan, direct, control, subcontract and determine the operations or service to be conducted in or at the Public Works Department and Utilities Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire and promote; to relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons, to make and

enforce reasonable rules and regulations. The Village may demote, suspend, discipline and/or discharge for just cause. The Village retains all prerogatives, rights and powers including its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The Village further retains and reserves all of its rights to perform its management responsibilities and to take any action necessary to carry out those responsibilities unless clearly and expressly prohibited by this Agreement.

SECTION 1.4: PART-TIME BENEFITS

A regular part-time employee who works any hours in a week in which a recognized Village Holiday falls will be eligible for four (4) hours of holiday pay for that holiday.

ARTICLE II
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have access to the Village's establishment with prior notice and approval by the Village for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Village's working schedule. The Union agents shall be identified to the Department Head or designee in a manner suitable to the Village. The Union will not abuse this privilege, and such right of entry shall at all times be subject to the general Department rules applicable to non-employees. Upon receipt of approval by the appropriate supervisor, such approval not to be unreasonably denied, an employee shall be allowed to attend meetings with management and/or supervisors scheduled on work time. However, all employees are encouraged to resolve their problems with their supervisors directly and as promptly as possible. Any employee allowed to attend such meetings may be recalled to work if necessary.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Two (2) Local Representatives shall be allowed time off without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives schedule the time off pursuant to Village policy and shall be allowed such time off if it does not interfere with the operating needs of the Village. The employee may utilize any accumulated time off (holiday, vacation days and compensatory time), in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Village shall provide space for one Union bulletin board at 524 Center Road and one at 100 W. Sangmeister Road. The board shall be for the sole and exclusive use of the Union, provided that any material posted shall be subject to the Village's general policies including, but not limited to, those related to non-discrimination and non-harassment.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Village agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, or fees.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the

Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Employees who are not members of the Union or do not make application for membership, may voluntarily elect to pay, their proportionate fair share of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate voluntary fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Village from the earnings of the non-member employee monthly.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Village with a listing of the employee, address, and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.2: FAIR SHARE/NON-MEMBERS

Should the Illinois Public Labor Relations Act, or any other applicable law, be amended or enacted or should any board, agency, or court of competent jurisdiction, issue a ruling affecting those who elect not to join the union or voluntarily pay their fair share or the union's duty to represent them, the Village and Union agree to notify one another and to begin negotiations to address the affected employees.

SECTION 3.3: HOLD HARMLESS

The Union agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, including Employer's reasonable and necessary attorney's fees incurred

in defending said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Agreement.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 4.1: **WORKDAY AND WORKWEEK**

A. The workday is eight (8) hours, and the workweek is forty (40) hours, except for part-time employees whose hours and days of work shall be determined by the Village.

B. The hours/workdays for bargaining unit employees shall generally be 6:30 a.m. to 3:00 p.m., with a one-half (1/2) hour unpaid lunch, Monday through Friday, except that these hours may be changed as set forth herein. Weekend duties shall also commence at 6:30 a.m., unless otherwise directed or scheduled by the Department Director or their designee. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, with the prior consent of their immediate supervisor.

The normal work schedule for such full-time employees shall remain in effect unless the Village exercises its right to change the schedule, subject to the procedures as set forth herein. The Village retains the right to determine the work schedule for part-time employees and modify such schedule from time to time.

Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal work day, normal work week, or the normal work cycle, or to temporarily change the regular work schedule of an employee(s), the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by the change. The Village agrees that temporary changes shall be infrequent in nature

and utilized for good reason, including but not limited to safety reasons, to avoid extreme weather conditions, or to perform work that cannot reasonably be done during normal working hours. For schedule adjustments for winter snowplowing/salting, the Village shall provide as much notice as practicable.

The Village reserves the right to permanently alter the work hours/schedules to begin an employee(s) shift anywhere between 5:00 a.m. and 11:00 a.m., with reasonable notice to the affected employee(s), to accommodate the needs of the Village. If the Village alters hours/schedules, the Village shall solicit volunteers from the bargaining unit members within said Department. If there is an insufficient number of volunteers, then the Village shall make the assignment(s) by reverse seniority or if requested by the employee, to accommodate an employee's particular circumstances or hardship, to the extent that such alteration of hours does not compromise the delivery of Village services, subject to the approval of the Department Head.

The Village reserves the right to permanently alter the days of work, with reasonable notice to the affected employee(s), to accommodate the needs of the Village. If the Village alters days, the Village shall: (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation; (2) solicit volunteers from the bargaining unit members within said Department; and (3) if there is an insufficient number of volunteers, the Village may re-open the contract for the specific purpose of negotiating revisions to Article IV. During pendency of said re-opener negotiations and any impasse which may occur, the provisions of the no-strike and no lockout sections of this Agreement will be null and void.

Nothing in this Section shall apply to positions filled or created after the ratification of this Agreement. The Village reserves the right to set the initial hours upon hire for any newly filled or created position.

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week, or work cycle.

C. Unless the job requirements prevent it, employees will be provided with two (2) paid fifteen (15) minute work breaks, one in the morning and one in the afternoon. Breaks shall be scheduled through their immediate supervisor. With approval of the Department Director, employees may forego their breaks and have a (1) one hour lunch period consisting of 30 minutes paid and 30 minutes unpaid time.

SECTION 4.2: OVERTIME COMPENSATION

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

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week. Overtime will be rounded up to the nearest ¼ hour.

B. For purposes of overtime pay calculations all compensable time will be included with the exception of sick time, other than for scheduled, pre-notified absences.

C. A bargaining unit employee shall be paid at one and one-half times his/her regular hourly rate of pay for all hours worked on the actual day of the holidays except for Thanksgiving and Christmas. A bargaining unit employee shall be paid at two times his/her regular hourly rate of pay for all hours worked on the actual day of Thanksgiving and Christmas.

D. Before any employee may become eligible to receive any overtime compensation under this Agreement, the additional hours must be approved in advance by a non-bargaining unit supervisor or designee.

SECTION 4.3: OVERTIME DISTRIBUTION

It is agreed that the overtime work available to employees covered by this Agreement is typically of an emergency nature. The Village will assign overtime work to the employees who normally and customarily perform the work involved. It is the intention of the parties that to the degree practical, overtime will be distributed equitably among the employees within the Department. However, if the bargaining unit member who would have usually worked the overtime refuses it or is unavailable, the Village may staff the work at the Village's discretion without violating the Agreement.

SECTION 4.4: CALLBACK

A callback is an unscheduled situation in which an off-duty employee is called in to work to perform necessary Village operations. Callback does not include scheduled early call-in or being held over to the next shift or weekend duty. All callbacks will begin upon arrival at work. Callbacks shall be compensated a minimum of two hours per occurrence at the appropriate rate. If a second call comes in within the two hours of the initial callback, the employee will not be paid an additional two hours of callback pay. It is not considered call back if called within 15 minutes of the end of the work day or to correct work that should have been completed during normal work hours.

SECTION 4.5: ON-CALL PAY

The Village's on call assignments shall be as specified below:

A. PW: One employee is on-call from Monday at 6:30 a.m. to the following Monday at 6:29 a.m.. On call duty rotates on a weekly basis and employees shall have the ability to switch days or weeks with notice to and approval, such approval not to be unreasonably withheld, by the Village.

B. Utilities Division. Two employees are on-call from Monday at 6:30 a.m. to the following Monday at 6:29 a.m. On call duty rotates on a weekly basis and employees shall have the ability to switch days or weeks with notice to and approval, such approval not to be unreasonably withheld, by the Village. Utility employees may be required to report to work on Saturdays and Sundays, as directed by management.

C. As compensation for being on call for the week, employees shall receive \$25.00 per day while on call. Employees shall not receive On-call pay while using benefit time. Employees who utilize approved benefit time while On-Call shall find a replacement unless hospitalized or otherwise incapacitated. Nothing in this agreement prohibits the Village from eliminating or changing the On-call program.

SECTION 4.6: COMPENSATORY TIME

In lieu of paid overtime, employees may opt to earn compensatory time off at the discretion of the Department Head. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may earn/accrue up to sixty (60) hours of compensatory time at any given time. Compensatory time cannot be scheduled before it is earned. The use of compensatory time shall not interfere with the Employer's operations and shall be granted in such time blocks as mutually agreed upon between the employee and the Employer, but in no case in less than half-hour (1/2) hour increments. Unless exigent circumstances exist, requests for use of Compensatory time will be made at least forty-eight (48) hours in advance. Requests will not be unreasonably denied.

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

SECTION 4.7: MANDATORY REST PERIOD

Unless an Employee agrees otherwise and barring an extreme emergency situation as determined by the Department Head, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period on or off site at the employee's discretion.

SECTION 4.8: EXCESSIVE ABSENTEEISM

Excessive Absenteeism is irregular attendance including but not limited to the following:

- Chronic absenteeism or patter of excessive use of sick leave; or
- Use of more than forty (40) hours of sick leave in any twelve (12) month period in the absence of a major personal or family illness; or
- Continued pattern of sick leave use coinciding with vacation, holiday, regular time off, weekend duties or overtime; or
- Repeated failure to notify the supervisor of sick leave within sixty (60) minutes of start time; or
- Supervisor continuously unable to contact employee while employee is using sick time; or
- Failure to provide physician's certificates when applicable; or
- Employee engaging in other employment while on sick leave.

When a Department Director has reason to believe that excessive absenteeism has occurred, in addition to be required to provide medical certification, the employee will be counseled and reminded of the burden absenteeism places on the department and fellow co-workers. In addition, excessive absenteeism shall be reflected in an employee's performance review and shall be the basis for disciplinary action up to and including termination. Falsely claiming sick leave or reporting sickness as an excuse for absence may be grounds for immediate termination.

ARTICLE V
SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within the Village.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, retirement, failure to return from a leave of absence, or if the employee is discharged or permanently removed from the payroll for just cause. However, if an employee returns to work in any capacity for the Village within twelve (12) months, the break in continuous service shall be removed from his/her record but there shall be no credit for the time between periods.

Absences of two or more days that are not accompanied by the appropriate call-off shall be considered a voluntary resignation, except where the call-off was prohibited by an emergency situation.

SECTION 5.3: SENIORITY LIST

The Village shall maintain a seniority list which shall be furnished to the Union upon request.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. 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 retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

ARTICLE VI
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least thirty (30) calendar days' notice of any layoffs.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority, as defined in Article V, within job classification.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a recall list. Employees shall be recalled in seniority order provided the employee is fully qualified to perform the work to which he is recalled without further training, as reasonably determined by the Department Head. The Village 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 within fourteen (14) calendar days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

The recall list is deemed expired if no vacancies are filled within one year of layoffs.

ARTICLE VII
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The parties recognize and agree that the Village has an obligation to its residents and business community to provide safe, adequate, and qualified public services. The Village may discipline employees for off-duty conduct only where such conduct adversely affects the employee's performance of his work duties or ability to safely function with others in the department or adversely affect the reputation of the Village. A copy of all discipline notices shall be provided to the employee. The Village will also notify the Union via email of any discipline issued greater than an oral warning.

Employees covered hereunder shall be disciplined for just cause. As a general rule, the Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral warning.
- (B) Written reprimand.
- (C) Suspension with or without pay.
- (D) Dismissal.

However, the Village shall retain the right to invoke discipline that it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke either a suspension or dismissal without oral warning or written reprimand should the seriousness of the offense warrant suspension or dismissal without oral warning or written warning.

Except in extraordinary circumstances, prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct

causing such disciplinary action with the appropriate Director of the department or his/her designee. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village Administrator. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, the employee may request that a Union steward be present during such discussions provided the Union Steward or Assistant Steward can respond within two (2) hours.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A “grievance” is defined as a written complaint raised by a unit member or the Union involving the meaning, interpretation, or application of this Agreement

SECTION 8.2: PROCESSING OF GRIEVANCE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. Such informal discussions shall not toll the time limits set forth in Section 8.3. If, however, the informal process does not resolve the matter, the grievance must be processed as follows:

Grievances shall be processed only 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) and the specific section of the Agreement allegedly violated. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee 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.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF AFFECTED DEPARTMENT

The Union or employee may submit a written grievance to the Director of the affected employee's department within seven (7) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Department Director or designee may render a written response to the grievant within fourteen (14) calendar days after the grievance is presented. During the fourteen day response period, the Department Director or designee may schedule a conference to attempt to resolve the matter. If a conference is held, and the matter is not resolved, the Department Director or designee shall submit a written response with ten (10) calendar days.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at Step One, the Union or employee may advance the written grievance to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village Administrator or designee may render a written response to the grievant within fourteen (14) calendar days after the grievance is presented. During the fourteen day response period, the Village Administrator or designee may schedule a conference to attempt to resolve the matter. If a conference is held, and the matter is not resolved, the Village Administrator or designee shall submit a written response with ten (10) calendar days.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in Step Two, either party may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The

Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add to, subtract from, or in any way alter the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Village, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union, a copy of which is attached hereto as Exhibit A. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have allegedly been violated, the date of the alleged violations, and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. Preparation of these written materials shall not be done during the employee's hours of work, except during breaks and lunch.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

No grievance may be brought outside the time limits specified in this Article. Failure by the Village to respond at any step of the grievance procedure shall be deemed a denial of the grievance at that step. Furthermore, any grievance not appealed to the next succeeding step in writing and within the appropriate number of calendar days of the Village's last answer or when the answer was due will be considered settled on the basis of the Village's last answer and shall not be eligible for further appeal.

SECTION 8.6: UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

ARTICLE IX
LEAVES

SECTION 9.1: HOLIDAYS

The Village recognizes ten (10) designated holidays. The following is the list of official Village holidays and shall be observed on the day stipulated below:

New Year's Day

Presidents' Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Bargaining unit employees shall receive any additional, full day, holidays observed by the Village that are not referenced above. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official Village holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official Village holiday. Holidays will begin at midnight and end at 11:59 p.m. on the day observed as the official Village holiday. Employees who work on a Village designated holiday, other than Thanksgiving and Christmas, shall be compensated at a rate of one

and one-half (1 ½) times the employee's regular hourly rate of pay in addition to the eight hours of straight time holiday pay with a guaranteed minimum of three (3) hours of work or pay. Employees who work on Thanksgiving and Christmas shall be compensated at a rate of two (2) times the employee's regular hourly rate of pay in addition to the eight hours of straight time holiday pay with a guaranteed minimum of four (4) hours of work or pay.

SECTION 9.2: VACATION

Full-time employees shall accrue on a bi-weekly basis according to the following scale:

1 – 5 years – 80 hours annual leave at a rate of 3.08 hours/pay period

6 to 10 years – 120 hours annual leave at a rate of 4.62 hour/pay period

11 to 20 years – 160 hours annual leave at a rate of 6.15 hours/pay period

20 years and over – 200 hours annual leave at a rate of 7.69 hours/pay period

A probationary employee begins accruing vacation leave on his first day of employment, although he cannot use it until the completion of six (6) months of employment. Exceptions to this restriction will be considered on a case-by-case basis based on a recommendation from the department head, with final approval by the Village Administrator or his designee.

An employee's use of his accrued vacation leave shall be subject to the needs of the Village, with scheduling and approval by the employee's department head or his designee, such approval and scheduling shall not to be unreasonably denied. Vacation may be used in no less than one-half (1/2) hour increments. Particular regard shall be given to the seniority of employees when two employees simultaneously select vacation for the same time. Holidays which occur during an employee's vacation shall be charged as holidays and not against the employee's accrued vacation leave balance. A regular full-time employee may carry over vacation leave up to a maximum of two times their accrual. An employee who resigns or is discharged, will receive all accumulated vacation leave upon separation of employment with the Village. Any accumulated vacation leave

will be paid out in a lump sum the pay period following the employee's last day of work. Employees hired before January 1, 1990, we will have the option to bank any vacation time in excess of the adjusted two-time accrual, up to a maximum of 240 hours, to be used for future time off. Said time must be used by January 1, 2025.

Employees shall be permitted to sell back up to one week of vacation during the month of April and December of each year, with notice given to the Finance Department no later than 10th of that month each year.

SECTION 9.3: PERSONAL DAYS

Full-time employees will receive two (2) personal days (16 hours) as of January 1 of each year. New employees hired before June 1 receive two (2) personal days (16 hours) on the first day of employment and thereafter on January 1. Employees hired after June 1 will receive only one personal day (8 hours) for that year. Personal days may not be carried over from year to year, unused personal days at 11:59 p.m. on December 31 will be forfeited. An employee's use of personal days is subject to scheduling and approval by his department head or his designee. Employees are encouraged to use personal days in a minimum of four (4) hour increments. The department head or his designee reserves the right to deny the use of personal days if it may adversely affect Village operations. Unused personal days are not paid at separation of employment. In the event an employee resigns or is terminated during the first year of employment and has used all personal days, the employee must reimburse the Village based on accruing one personal day every six months.

SECTION 9.4: SICK LEAVE

Sick leave shall be allowed only for actual sickness or disability of the employee, doctors', dentists' or other medical appointments, or care for the employee's immediate family as provided for herein or by law. Sick leave may not be converted into any other form of compensation, except

as provided for herein. Employees having had more than 5 incidents of sick use in any 12 month period, or using more than 24 successive hours of sick time may be required to provide medical documentation regarding the use of sick leave and the ability to return to work.

Employees will accrue 3.08 hours of sick leave during each bi-weekly pay period for a maximum of eighty (80) hours per year. Employees may accumulate unlimited sick leave, but employees shall not be eligible for payout of any accrued and unused sick leave at the time of separation except as provided in Section 9.5 of this Agreement.

SECTION 9.5 RETIREMENT/VOLUNTARY SEPARATION INCENTIVE

Upon death, or upon retirement or voluntary separation from Village employment with at least 20 years of service, an employee will receive payment for any unused, accumulated sick leave at the rate of 3 times years of service (e.g. an employee with 20 years of service would receive payment for 60% of any unused, accumulated sick leave at the employee's current rate of pay) with a cap of 14 weeks of pay. Hours used towards separation incentive may not be used for IMRF retirement credit.

SECTION 9.6: JURY DUTY LEAVE

An employee must submit a copy of his jury duty notice to their department head immediately upon receipt and shall be granted a leave of absence for required jury duty. An employee shall forfeit jury duty pay to the Finance Department and then shall receive his regular salary for the period of jury duty. No overtime will be paid for any jury duty. An employee may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. An employee is entitled to retain jury duty pay when such duty is served on a regularly-scheduled day off.

An employee required to appear in court on behalf of the Village will receive his regular pay. An employee who must appear in court for personal legal issues must use his appropriate leave time.

SECTION 9.7: FUNERAL LEAVE

An employee shall be eligible for paid bereavement leave if attending the funeral of a family member in accordance with the following schedule: Up to three (3) regular work days. For purposes of bereavement leave, family member is defined as the employee's spouse, children (including stepchildren), mother, father (including stepparents), brother and sister (including step brother and step sister), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild. Upon recommendation of the Village Administrator this period may be extended through the use of vacation leave or compensatory time for unusual circumstances. In the event of a death outside of the employee's family as defined above, the employee may use other accrued appropriate leave time or leave of absence without pay, subject to the approval of the department head.

ARTICLE X

LABOR MANAGEMENT CONFERENCES

SECTION 10.1: LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be unpaid and outside of employee work hours, unless management schedules the meeting during the employees' regular work hours, at a time mutually agreed upon by the parties, and 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.

A Union representative and/or Union Stewards may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 10.2: PURPOSE

Such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Village representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XI
MISCELLANEOUS PROVISIONS

SECTION 11.1: GENDER

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

SECTION 11.2: UNIFORMS

Uniforms provided by the Village are required to be properly worn at all times while on duty. Employees will have a \$175 annual boot allowance.

In the interest of employee comfort during hot weather, shorts may be permitted to be worn, at the discretion of the Department Director, between May and September. Wearing of shorts places a great deal of responsibility on the employee to use common sense and good judgment. Employees must have proper leg protection apparel (Village issued long pants or overalls) available at the job site in the event it is necessary to perform or undertake a hazardous task during the workday.

Uniform shirts are required to be worn at all times; either long or short sleeves depending on the weather or type of work activity. Altering of uniforms (i.e. cut off sleeves or pant legs) is

not authorized.

Employees shall be supplied with Personal Protective Equipment, P.P.E. (i.e. waterproof boots, rain gear, coveralls, gloves, etc..) as needed for purpose of employee protection and safety. Replacement of these items will be authorized upon inspection by the division and/or assistant division head of the worn out equipment, approval that replacement is justified and turn-in of old equipment. The Village shall provide all necessary items of protective clothing and safety gear, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses. Employees shall be responsible for issued PPE and Safety equipment and they will be replaced on a quartermaster system when they become work or no longer usable. All safety items shall be used per manufacturer's recommendations and per training.

SECTION 11.3: LICENSE/CERTIFICATION/TUITION REIMBURSEMENT

The Village shall reimburse all employees, upon successful completion, to carry any licenses and/or certifications a) by the job description for the job they hold with the Village; or b) as the Village may otherwise require the cost of the license/certification, and any renewals or necessary endorsements and professional affiliations, except that the Village shall not reimburse employees for the costs associated with the renewal of non-commercial drivers licenses.

The Department Head shall make arrangements for tuition reimbursement with individual employees. Tuition reimbursement requires pre-notification, a passing grade of B or better in each such class taken, and shall be limited to course work related to Public Works or Utilities (shall correspond to the requesting employee's assigned Department) at a Regionally Accredited School. Other courses in administration as determined by the Department Head may also be approved. The maximum amount per credit hour that may be reimbursed is the tuition charged at Governor's State University or a maximum of \$200 per credit hour. Employees will be reimbursed at the following rates: 100% for a grade of A or better, and 80% for a grade of B or better. No more than

four (4) bargaining unit employees with a maximum of three (3) courses each may qualify for tuition reimbursement during any semester, and is contingent on the budgetary constraints of the department and the Village. The maximum annual tuition reimbursement for any employee is \$5,250. Preference for tuition reimbursement will be determined by agreement of the parties. Employees receiving tuition reimbursement agree to continue employment with the Village for 24 months. Failure to remain employed with the Village for the 24 month period due to voluntary or involuntary separation shall result in the employee returning the amount received to the Village at the time of separation on a prorated basis.

SECTION 11.4: DRUG AND ALCOHOL TESTING

Employees covered under this agreement will be subject to prohibitions and testing as outlined in the Village of Frankfort's Personnel Manual (as amended from time to time) as it pertains to drug and alcohol.

SECTION 11.5: 457 MATCH

The Village shall match employee contributions to the ICMA (or any other similar type of plan now in effect or which may be in effect in the future) as generally offered to other non-bargaining unit Village Employees.

ARTICLE XII
SUBCONTRACTING

The Village retains the right to subcontract work as it deems necessary. Except where an emergency exists, if the Village plans to lay off bargaining unit employees and to subcontract the work they perform, the Village shall notify the Union and offer the Union an opportunity to negotiate the planned layoff and subcontracting, including alternatives the Union may propose and the effect of the Village's decision on bargaining unit members.

ARTICLE XIII
NO STRIKE/NO LOCKOUT

SECTION 13.1: NO STRIKE

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing related to this continuity of operations provisions or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Village's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof. This will not prohibit the Union from engaging in protected concerted activity with regard to employers other than the Village of Frankfort or any related governmental entities.

SECTION 13.2: UNION RESPONSIBILITY

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Village in writing that such action has not been caused or sanctioned by the Union;
- c. Notify the employees that it disapproves of such action and instruct all employees to cease such action and return to work immediately;
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

SECTION 13.3: DISCHARGE OF VIOLATORS

The Village shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the

Union on their behalf, shall only have recourse to the grievance procedure, including the arbitration step of that procedure, to dispute the fact of whether they engaged in activity that violates this Article, all other rights (including the ability to challenge the type or level or degree of discipline) are expressly waived.

SECTION 13.4: NO LOCKOUT

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

SECTION 13.5 RESERVATION OF RIGHTS

In the event of any violation of this Article by the Union, Village or the unit members, the Village or the Union may pursue any legal or equitable remedy otherwise available, including monetary penalties, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE XIV
FILLING OF VACANCIES

SECTION 14.1: POSTING

Whenever the Village 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 public works and utilities bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 14.2: FILLING OF VACANCIES

The Village retains the right to determine whether or not a vacancy shall be filled and by whom it shall be filled. In the event that the skill, ability, qualifications and experience of two or more applicants (bargaining unit or non-bargaining unit) for the vacancy are equal, as reasonably

determined by the Village, then the existing employee with the greater seniority will be offered the position.

ARTICLE XV
INSURANCE

The Village will provide medical, life, and disability insurance benefits to Employees and their eligible dependents on the same basis as is provided to other non-bargaining unit Village employees. The Village reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools; medical providers; covered benefits; maximum limits; deductibles; and co-payments, so long as such changes apply equally to other non-bargaining unit employees of the Village.

Notwithstanding the above paragraph, for employees who wish to participate in the Village's health insurance plans, the premium share is 85/15, with the Village share at 85% and the employee share at 15%.

ARTICLE XVI
WAGE RATES

SECTION 16.1: WAGE RATES

The wage schedule is attached as Exhibit A. All step increases shall be annually, on May 1, following a performance evaluation. The employee shall receive their full step increase with the fulfillment of a satisfactory evaluation stating achievement of minimum job requirements. There is no prohibition from employees receiving more than one step based upon performance.

SECTION 16.2: LONGEVITY

The Employer recognizes an employee's time of service as a benefit to the community and the stability of the workforce. Longevity will be paid as follows:

15 Years - \$500 per year.

20 Years - \$1,000 per year.

25 Years - \$1,500 per year.

Such payments shall be paid in a lump sum, divided equally into 26 payments, and not added to or included as part of the employee's base wages.

SECTION 16.3: STIPENDS

Employees designated by the Village to act in the following capacities shall be eligible for the following stipends:

Arborist: \$500.00

CDL A \$500.00

Such payments shall be made in a lump sum, divided equally into 26 payments, and not added to or included as part of the employee's base wages.

Employees shall also be eligible to receive a one-time payment when they obtain the following licenses:

A or 1: \$1,000

B or 2: \$500

Each employee holding one of these valid licenses at the time of ratification of this Agreement will also receive a one-time payment at that time. Each employee shall only be eligible to receive one one-time stipend, even if they possess multiple licenses.

SECTION 16.4: STEP-UP PAY

In the event the Mechanic is absent from work and the Department Director or his designee assigns an employee, in writing in advance, to act in the Mechanic's place, that employee will receive an additional \$1.50/hour for all hours worked as a Mechanic.

ARTICLE XVII
NO PYRAMIDING

There shall be no pyramiding of premium pay under any provision of this Agreement.

ARTICLE XVIII
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 upon issuance of such a decision, the Village and Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XIX
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause, Article I. The parties acknowledge that during the negotiations that 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. Accordingly, the Village 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

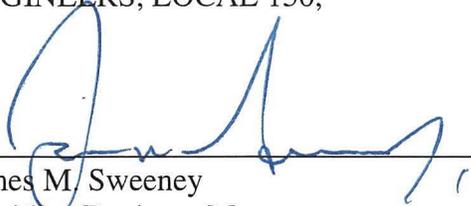
matter referred to or covered in this Agreement, so long as said issue was or should have been known by either party at the time this Agreement is signed.

ARTICLE XX
TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) 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 sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of June, 2022 in the Village of Frankfort, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,



James M. Sweeney
President/Business Manager



Deanna M Distasio
Attorney

VILLAGE OF FRANKFORT



Keith Ogle
Mayor



Robert Piscia
Village Administrator

EXHIBIT A

22-23	C	D	E	F	G	H	I	J	K	L	M
Facilities MW	\$ 48,552	\$ 49,887	\$ 51,259	\$ 52,669	\$ 54,117	\$ 55,606	\$ 57,135	\$ 58,706	\$ 60,320	\$ 62,130	\$ 63,994
Laborer	\$ 54,835	\$ 56,843	\$ 58,393	\$ 59,985	\$ 61,621	\$ 63,302	\$ 65,029	\$ 66,803	\$ 68,627	\$ 71,185	\$ 73,821
Mech/Water-Sewer Op	\$ 65,250	\$ 67,045	\$ 68,888	\$ 70,783	\$ 72,729	\$ 74,729	\$ 76,784	\$ 78,896	\$ 81,066	\$ 82,282	\$ 83,516
Foreman	\$ 72,726	\$ 74,726	\$ 76,781	\$ 78,893	\$ 81,062	\$ 83,292	\$ 85,582	\$ 87,936	\$ 90,354	\$ 91,709	\$ 93,085
23-24 3%	C	D	E	F	G	H	I	J	K	L	M
Facilities MW	\$ 50,009	\$ 51,384	\$ 52,797	\$ 54,249	\$ 55,741	\$ 57,274	\$ 58,849	\$ 60,467	\$ 62,130	\$ 63,994	\$ 65,914
Laborer	\$ 56,481	\$ 58,549	\$ 60,145	\$ 61,785	\$ 63,469	\$ 65,201	\$ 66,980	\$ 68,807	\$ 70,685	\$ 73,321	\$ 76,036
Mech/Water-Sewer Op	\$ 67,208	\$ 69,056	\$ 70,955	\$ 72,906	\$ 74,911	\$ 76,971	\$ 79,088	\$ 81,263	\$ 83,498	\$ 84,750	\$ 86,021
Foreman	\$ 74,908	\$ 76,968	\$ 79,085	\$ 81,260	\$ 83,494	\$ 85,790	\$ 88,150	\$ 90,574	\$ 93,064	\$ 94,460	\$ 95,877
24-25 2.75%	C	D	E	F	G	H	I	J	K	L	M
Facilities MW	\$ 51,384	\$ 52,797	\$ 54,249	\$ 55,741	\$ 57,274	\$ 58,849	\$ 60,467	\$ 62,130	\$ 63,839	\$ 65,914	\$ 67,891
Laborer	\$ 58,034	\$ 60,159	\$ 61,799	\$ 63,484	\$ 65,215	\$ 66,994	\$ 68,821	\$ 70,699	\$ 72,629	\$ 75,521	\$ 78,317
Mech/Water-Sewer Op	\$ 69,056	\$ 70,955	\$ 72,906	\$ 74,911	\$ 76,971	\$ 79,088	\$ 81,263	\$ 83,498	\$ 85,794	\$ 87,293	\$ 88,602
Foreman	\$ 76,968	\$ 79,085	\$ 81,260	\$ 83,494	\$ 85,790	\$ 88,150	\$ 90,574	\$ 93,064	\$ 95,624	\$ 97,294	\$ 98,754
25-26 2.75%	C	D	E	F	G	H	I	J	K	L	M
Facilities MW	\$ 52,797	\$ 54,249	\$ 55,741	\$ 57,274	\$ 58,849	\$ 60,467	\$ 62,130	\$ 63,839	\$ 65,594	\$ 67,891	\$ 69,928
Laborer	\$ 59,630	\$ 61,813	\$ 63,498	\$ 65,229	\$ 67,008	\$ 68,836	\$ 70,714	\$ 72,644	\$ 74,626	\$ 77,786	\$ 80,666
Mech/Water-Sewer Op	\$ 70,955	\$ 72,906	\$ 74,911	\$ 76,971	\$ 79,088	\$ 81,263	\$ 83,498	\$ 85,794	\$ 88,153	\$ 89,911	\$ 91,260
Foreman	\$ 79,085	\$ 81,260	\$ 83,494	\$ 85,790	\$ 88,150	\$ 90,574	\$ 93,064	\$ 95,624	\$ 98,253	\$ 100,213	\$ 101,716