

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VILLAGE OF GURNEE**

**[ADMINISTRATIVE UNIT]**

**EFFECTIVE**

**MAY 1, 2025 THROUGH APRIL 30, 2029**

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## **PREAMBLE**

The parties recognize it is important to the public welfare that high quality and dependable services to the public are maintained consistent with the resources available for that purpose. The parties further recognize that it is vital that such services be provided on an uninterrupted basis to the residents and business community of the Village of Gurnee.

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to the bargaining unit employees, to promote the quality and continuance of public service, to prevent interruptions of work, services, programs and interference with the Village of Gurnee operations, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into this 1<sup>st</sup> day of May, 2025, by and between the Village of Gurnee, Illinois, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

## **ARTICLE I** **RECOGNITION**

### **SECTION 1.1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours and working conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board in Case No. SRC-04-003 and amended by Case No. S-UC-(S)-21-056 and Case No. S-UC-(S)-25-124:

**\*\*INCLUDED**

All regular full time and regular part time employees in the following classifications in the following departments:

Administration Department: Non-Confidential General Office Secretary\*; Finance

Assistant I and II\*: Information Systems Technician; Web Technician\*.

Community Development Department: Non-Confidential General Office Secretary\*; Non-Confidential Administrative Secretary; GIS Analyst; GIS Coordinator; Engineering Assistant; Civil Engineer I; Senior Civil Engineer; Non-Confidential Permit/Administrative Secretary\*; Building Inspector; Associate Planner; Code Enforcement Officer; Chief Inspector/Plan Examiner.

Fire Department: Non-Confidential Administrative Secretary; Part-Time General Office Secretary\*; Civilian Fire Inspector.

Public Works Department: Part-Time General Office Secretary\*.

**\*\*EXCLUDED**

All other employees; all other confidential, managerial and supervisory employees as defined in the Act.

\*Effective May 1, 2025 the \* positions have been updated with the following position titles:

Non-Confidential General Office Secretary – Resident Services Representative

Finance Assistant I and II – single position of Finance Assistant

Web Technician – Online Media Specialist

Part Time General Office Secretary – Part Time Resident Services Representative

The parties mutually agree to the consolidation of the Finance Assistant I and Finance Assistant II positions into a single Finance Assistant position. As of May 1, 2025, the position of Finance Assistant I is unfilled. The two (2) incumbents in Finance Assistant II will be classified as “Finance Assistant”.

The parties mutually agree to the reclassification of the Administrative Secretary / Permit Coordinator to Administrative Secretary (pay grade 505) and the elimination of the separate Permit Coordinator / Administrative Secretary position and pay grade upon the retirement or separation of the current incumbent. Any future vacancy may be filled as “Administrative Secretary”.

## **SECTION 1.2: NEW CLASSIFICATIONS**

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. Any dispute regarding the appropriateness of including

the new classification shall be resolved through the processes of the Illinois Labor Relations Board.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate ultimately agreed on or resulting from arbitration differs from that initially established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days. The sole issue before the arbitrator shall be whether the rate established by the Employer is unreasonable.

### **SECTION 1.3: PART TIME EMPLOYEES**

All regular part-time employees shall receive prorated benefits as indicated.

During the term of this agreement, unless otherwise specified below, the Employer agrees it will not arbitrarily convert current incumbents in full time positions to part time positions. If, during the term of this agreement the Employer suffers a reduction in revenues, the parties agree that the Employer may review staffing options at that time, including reducing full time positions to part time positions. If a vacancy occurs during the term of this agreement in a current full time position, the Employer may convert it to a part time position without restriction.

## **ARTICLE II** **UNION REPRESENTATION**

### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

The parties acknowledge the general principal that working time is for work. The Union Steward or his/her designee shall ask for and obtain permission before leaving his/her job in order to attend meetings with management and/or supervisors scheduled and on work time to discuss discipline or grievances. The granting or denial of permission to carry on such Union business is subject to the Employer's operating needs.

Authorized agents of the Union shall have access to the Employer's establishment

during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that, where practicable, the Union representatives shall give prior notice to the Employer and there is no interruption of the Employer's working schedule.

## **SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Two (2) Union Stewards shall be allowed time off without pay for up to one (1) week per year for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and so long as such time off does not substantially interfere with the Employer's operating needs. The employee may utilize Personal, Vacation, or compensatory time off in lieu of the employee taking such without pay.

## **SECTION 2.3: UNION BULLETIN BOARDS**

The Employer shall provide a Union bulletin board in the lunchroom in Village Hall; adjacent to the IAFF bulletin board in Station No. 2; and the IUOE bulletin board in the Public Works Department. The board shall be for the sole and exclusive use of the Union and shall be separate from other Village bulletin boards. Postings shall not contain political matter involving the Employer or be inflammatory in nature. A copy of each posting shall be provided to the Department Head prior to posting.

## **ARTICLE III** **UNION DUES/FAIR SHARE CHECKOFF**

### **SECTION 3.1: DEDUCTIONS**

The Employer agrees to deduct from the pay of those bargaining unit employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs;
- (C) Voluntary fair share payments.

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 a bargaining unit employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. 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 shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

### **SECTION 3.2: UNION INDEMNIFICATION**

The Union shall indemnify, defend 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) and for all reasonable legal costs that arise out of, or by reason of any action taken or not taken by the Employer in complying with the provisions of this Article, or in reliance on any written check off authorization form furnished under the provisions of this Article. If an improper deduction is made, the Union shall promptly refund to the affected employee(s) any such amount(s).

## **ARTICLE IV** **MANAGEMENT RIGHTS**

### **SECTION 4.1: MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- (A) To plan, direct, control and determine all the operations and services of the Employer;
- (B) To supervise and direct the working forces;
- (C) To establish the qualifications for employment and to employ employees;
- (D) To schedule and assign work;
- (E) To establish work and productivity standards and, from time to time, to change those standards;

- (F) To determine the need for and to assign overtime;
- (G) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- (H) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- (I) To transfer, assign and evaluate employees;
- (J) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- (K) To change or eliminate existing methods, equipment or facilities;
- (L) To contract out for goods and services;
- (M) To establish, implement and maintain an effective internal control program;
- (N) To increase, reduce or change, modify or alter the composition of the work force, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- (O) To determine the overall budget; and
- (P) To carry out the mission of the Employer;

provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 5.1: APPLICATION OF ARTICLE**

This Article is intended solely as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work or days of work for any period of time.

#### **SECTION 5.2: NORMAL WORKDAY AND WORKWEEK**

(A) The normal workday for full-time bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours. Part-time employees shall work hours as

scheduled and assigned by the Employer.

(B) The normal work schedule for full-time bargaining unit employees shall be within the regular business hours of the Village Hall facility of 7:30 a.m. to 4:00 p.m., Monday through Friday. Part-time employees shall work hours as scheduled and assigned by the Employer. Employees are required to report, ready for work, to the workplace at the beginning of each work day. The Employer may alter the scheduled hours of work or business hours of the Village Hall facility, provided that where practicable the Employer shall provide to the Union seven (7) calendar days' advance notice of changes in the hours of work for the affected employee(s).

(C) Changes to work start /end times during the normal Monday – Friday work schedule due to special operating needs, such as construction projects, shall be subject to the approval of the Department Head. Time worked outside of the above provision will be paid at the applicable rate of pay.

### **SECTION 5.3: LUNCH/REST PERIODS**

(A) Employees shall be granted a one-half (1/2) hour unpaid lunch near the midpoint of each day. Where the requirements of the job dictate that an employee work through his/her lunch period, the employee may be allowed to take the lunch break later in the day. Employees shall be at their work station and ready to work up to the beginning and at the end of the lunch period. Subject to operating needs, the lunch period may be modified to suit individual job requirements on a case-by-case basis.

(B) Inspectors may continue to enjoy the past practice of cigarette/coffee/bathroom breaks, within reason, provided that any abuse of this privilege may result in the imposition of progressive discipline.

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

Overtime for non-exempt employees shall be assigned as needed by the Department Director or his/her designee. The exempt employees currently part of this bargaining unit are the Associate Planner, Civil Engineer I and Senior Civil Engineer positions. These jobs are governed by FLSA provisions covering exempt positions and are not paid extra dollars for any hours worked beyond their normal workday or workweek.

All overtime worked by non-exempt employees must be approved in advance by management. The compensation paid employees for overtime work shall be as follows:

(A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay for all hours worked in excess of his/her normal work day or work week.

(B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on holidays, and for all hours worked on Sundays.

(C) Time paid for but not worked (except for sick leave or suspensions) shall be counted as "time worked" for purposes of computing overtime compensation.

The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

#### **SECTION 5.5: OVERTIME DISTRIBUTION**

The Employer shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments unless a bona fide reason exists such as personal illness. The Employer agrees to the extent practical, it will distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall normally work the overtime. The Employer otherwise will offer voluntary overtime opportunities to employees on the basis of seniority. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of inverse seniority. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work other personnel on said overtime without violating the Agreement.

The foregoing does not apply to summer help hired by the Employer.

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

A “callback” for non-exempt employees is defined as an official assignment of work for a full-time employee determined and assigned by the Employer which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate rate of pay, for all hours worked on callback, starting from the time an employee reports with a guaranteed minimum of two (2) hours at the appropriate rate of pay for each callback when the callback requires the employee to report to his/her work station or to an off-site work location other than the employee’s home or by telephone. Each employee will be paid for forty-five (45) minutes of report time, and said forty-five (45) minutes is included as part of the two (2) hour guarantee. In the case of after hours work via telephone, an employee devoting more than fifteen (15) minutes time to a work-related call in a day will be paid for the actual time spent on such call, while less than fifteen (15) minutes work by way of a telephone call in a day is de minimus and non-compensable. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours; provided, however, that the Employer retains the right to assign any other legitimate work assignment arising during the course of the call-back assignment.

#### **SECTION 5.7: ON-CALL ASSIGNMENTS – COMMUNICATION DEVICES**

The Employer reserves the right to designate employee(s) for on-call duty status. In the event such designation occurs, the Employer shall do so in writing, and the employee(s) shall carry a communication device provided by the Employer and shall report for duty upon receiving a directive to do so from the Employer. Employee(s) so designated shall each receive a weekly payment in the amount of two (2) hours of pay at time and one-half (1/2) for on-call duty, which the employee may convert to compensatory time.

#### **SECTION 5.8: COMPENSATORY TIME OFF**

In lieu of paid overtime, full-time employees who are entitled to receive overtime pay may elect to receive compensatory time off which shall accrue at the appropriate overtime rate. Compensatory time shall be granted in a minimum of fifteen (15) minute increments. The use

of compensatory time is at all times subject to operating needs. Employees may not accumulate more than one hundred and twenty (120) hours of compensatory time; provided, however, that the eighty (80) hour cap shall continue to apply to the Finance Assistant and Resident Services Representative, Administrative Secretary, and Administrative Secretary/Permit Coordinator. Should an employee desire, he/she shall be permitted to cash out all or some accrued compensatory time at the employee's regular straight time hourly rate of pay.

## **ARTICLE VI** **SENIORITY**

### **SECTION 6.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer. Ties in seniority shall be resolved by last name alphabetically.

### **SECTION 6.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by a quit or voluntary resignation, a layoff of eighteen (18) months, the failure to return from layoff within twenty-one (21) work days after recall, discharge for just cause, retirement, failure to return from a leave of absence, failure to return to work when fit for duty following medical leave, and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer 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 of employment.

### **SECTION 6.3: SENIORITY LIST**

On January 2<sup>nd</sup> of each year the Employer shall submit to the Union a seniority list for each job classification within each Department showing the seniority of each employee. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

### **SECTION 6.4: PROBATIONARY EMPLOYEES**

An employee is probationary for one (1) year following the date of hire. Employees who are promoted within the bargaining unit shall serve an additional six (6) month review

period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her 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 discharge or discipline and he/she shall have no rights under this Agreement, except as required by law.

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

### **SECTION 7.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer decides whether a layoff is necessary. The Employer will give the Union at least two (2) weeks' notice of any layoffs, or more where practicable.

### **SECTION 7.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off within any classification in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work in the affected classification shall be laid off or terminated, as the case may be.

### **SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. In the event of a recall, the appropriate number of employees on the layoff list shall be recalled to a vacancy in their job classification in seniority order. An employee subject to recall must be fully qualified to perform the work to which they will be recalled with minimum training. Recall notice shall be sent via certified mail to the last known mailing address of the employee. Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall commencing upon the date of delivery of the recall notice. The recalled employees shall report for work at the end of the notice period. After eighteen (18) months on layoff, an employee shall lose his/her seniority.

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

**SECTION 8.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance one or more steps in the process may be skipped. Discipline commensurate with the offense shall be imposed for a more severe offense. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (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 copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant 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 after the supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

**SECTION 8.2: RIGHT TO REPRESENTATION**

The employee shall be allowed to have a Union Steward or business agent present during any investigatory interview(s). The Employer agrees to comply with current legal requirements for Union representation.



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

**SECTION 9.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of a specific provision of this Agreement.

**SECTION 9.2: PROCESSING OF GRIEVANCE**

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). 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 9.3: GRIEVANCE STEPS STEP ONE: IMMEDIATE NON BARGAINING UNIT SUPERVISOR**

The Union may submit a grievance in writing on a form agreed upon by the parties to the grievant's Immediate Non Bargaining Unit Supervisor within fourteen (14) business days of the event giving rise to the grievance or the day when the grievant, through normal diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the specific contract provision(s) allegedly violated and the relief requested. The Immediate Non-Bargaining Unit Supervisor shall then attempt to adjust the matter and shall respond within fourteen (14) business days. Any resolution of a grievance on this step shall not have any precedent value with respect to future grievances.

**STEP TWO: DEPARTMENT HEAD**

If the grievance remains unsettled at Step One, and the grievant desires to appeal the grievance, the Union may submit the grievance to the Department Head within seven (7) business days of the response in Step One or when such response was due. The Department Head or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Department Head or designee shall submit

a written response within seven (7) business days of the conference. If the conference is not scheduled, the Department Head or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

### **STEP THREE: VILLAGE ADMINISTRATOR**

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in Step Two or when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

### **STEP FOUR: ARBITRATION**

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within seven (7) business days of the Step Two response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Illinois-based Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The Union shall strike the first name from the first list. 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 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 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 have no right to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issue not so submitted.

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.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days 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 address solely the issue(s) raised in the written statement of the grievance as to whether there has been a violation of this Agreement. The award shall be consistent with applicable laws and rules and regulations of administrative bodies that have the force or effect of law. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

#### **SECTION 9.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly 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. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

## **SECTION 9.5: SETTLEMENTS AND TIME LIMITS**

If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Employer or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

## **SECTION 9.6: UNION STEWARDS**

Up to four (4) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Employer to identify the Stewards.

## **ARTICLE X** **HOLIDAYS/PERSONAL TIME**

### **SECTION 10.1: GENERAL INFORMATION**

Holidays are:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Thanksgiving Day

### **SECTION 10.2: SPECIFIC APPLICATIONS**

When a holiday falls on a Saturday or Sunday, the Employer will designate the date for observance contiguous to the holiday weekend.

### **SECTION 10.3: HOLIDAY PAY**

All full-time employees shall receive eight (8) hours pay for each holiday. Full time employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

The holiday pay premium and minimum guarantee shall apply only on the actual date of

the holiday, not the date designated by the Employer for observance pursuant to Section 10.2. The holidays that may be affected are: New Year's Day, Fourth of July, Christmas Eve, and Christmas Day.

Part-time employees scheduled to work a minimum 20 hours per week or 40 hours per pay period shall receive four (4) hours holiday pay for each holiday.

#### **SECTION 10.4: PERSONAL TIME**

At the start of each fiscal year (May 1<sup>st</sup>), full time employees shall receive thirty two (32) hours of personal time off with pay to be used in each fiscal year. Personal time for new hires shall be pro-rated as follows: hire date May 1 to July 31: 32 hours; hire date August 1 to October 31: 24 hours; hire date November 1 to January 31: 16 hours; hire date February 1 to March 31: 8 hours; hire date April 1 to April 30: no personal time for current fiscal year. Where practicable, employees shall notify the Employer of his/her intent to use personal time within forty eight (48) hours in advance of the personal time. Any personal time not used within the fiscal year will be lost. There is no "pay in lieu" available for unused personal time. Unused personal time is forfeited upon separation from employment for any reason with the Employer.

#### **SECTION 10.5 PAID LEAVE ACT**

Pursuant to the Paid Leave for All Workers Act, 820 ILCS 192/, as amended, the parties hereby clearly and unambiguously waive the requirements under the Act for full time employees covered by this collective bargaining agreement. The Village, pursuant to its home rule authority, passed Ordinance 2023-84, opting out of the Act's provisions. The parties agree that reasonable paid leave benefits are currently provided to all full time employees under existing policy and Ordinance.

Twelve (12) month part time personnel covered by this collective bargaining agreement are eligible to receive paid leave time at the start of the fiscal year (May 1<sup>st</sup>). Paid leave time hours will be frontloaded based on anticipated annual work hours for the employee's normal assigned hours in the work week. For purposes of this section, paid leave time will be credited to the 'Personal' time bank for part time personnel.

The following table is a guide with common work schedules and paid leave time:

Hours per week	Annual Hours	Paid Leave Time
20 hours	1040 hours	26 hours
25 hours	1300 hours	32.5 hours
27.5 hours	1430 hours	35.75 hours
30 hours	1560 hours	39 hours
35 hours	1820 hours	40 hours*
*The maximum paid leave benefit is 40 hours per year.		

Full balance of paid leave time for part time personnel hired between May 1 and July 31 will be available as of date of hire; employees hired between August 1 and October 31 will receive 75% of paid leave time for remainder of fiscal year; employees hired between November 1 and January 31 will receive 50% of paid leave time for remainder of fiscal year; employees hired between February 1 and March 31 will receive 25% of paid leave time for remainder of fiscal year; employees hired between April 1 and April 30 will not receive paid leave time for the current fiscal year. When applicable, pro-rated amounts will be rounded up to nearest quarter hour.

Paid leave time must be used within the 12 month period from May 1 to April 30. Unused paid leave time cannot be carried over and is not eligible for pay-in-lieu compensation. Unused paid leave time is not eligible for compensation upon separation of employment or retirement.

Paid leave time may be taken for any reason and must be used in a minimum of two (2) hour increments. When a need for use of time is foreseeable, an employee must request time off at least seven (7) working days in advance from their Supervisor. If the need for use of time is not foreseeable, the employee must request the time off as soon as practical and in accordance with Department time off request procedures. Use of paid leave time may be fully or partially denied due to operational necessity and/or to ensure the safety of the workplace or others.

## **ARTICLE XI** **VACATIONS**

### **SECTION 11.1: VACATION ACCRUAL**

Full time employees are eligible for vacation after one (1) year of continuous employment. Vacation hours shall accrued and be credited annually; increases in annual vacation hours shall be based on the completed years of service as indicated below. “Completed years of service” shall mean the completion of a twelve (12) month period ending in the subsequent year. Requests for vacation time use are handled in accordance with the provisions of the applicable collective bargaining agreement and department guidelines concerning scheduling of time off.

Completed Years of Service	Months of Service	Annual Vacation Hours
Less than 1 year of completed service	0-11	0 hours
After 1 completed year of service through 5 years of completed service	12-71	80 hours
After 6 completed years of service through 10 years of completed service	72-131	120 hours
After 11 completed years of service	132-143	128 hours
After 12 completed years of service	144-155	136 hours
After 13 completed years of service	156-167	144 hours
After 14 completed years of service through 19 years of completed service	168-239	160 hours
After 20 or more completed years of service	240+	200 hours

Part-time employees hired prior to May 1, 2016 will be eligible for vacation as set forth in the attached Memorandum of Understanding. Part-time employees hired on/after May 1, 2016 shall not be eligible for vacation.

### **SECTION 11.2: VACATION USAGE**

(A) Vacations are scheduled subject to operating needs and in blocks of time by seniority on or before May 1 each year. Thereafter, vacation time shall be approved on a first come, first served basis within each Department. A vacation day shall not be charged should a Holiday fall during an employee’s scheduled vacation period.

(B) Employees may carry over up to forty (40) hours of unused vacation time from year to year.

(C) New employees shall be eligible for vacation usage after successfully completing their probation period.

(D) Subject to operating needs, vacation may be used in a minimum of thirty (30) minute increments.

### **SECTION 11.3: ACCUMULATED VACATION AT SEPARATION**

(A) Upon separation, an employee who has successfully completed probation shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

(B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

## **ARTICLE XII** **SICK LEAVE**

### **SECTION 12.1: SICK LEAVE ACCRUAL**

Full-time employees shall accrue eight (8) hours sick leave per month. There is no limit on the amount of sick leave a full-time employee may accrue. Sick leave pay is to be used for the specific purpose of covering time lost for any of the following reasons:

1. Any bona-fide personal illness which results in time away from work. Employees must present proof of illness provided by a physician, physician's assistant or nurse practitioner and release to return to full duty when an absence from work extends to more than three (3) consecutive working days.

2. An illness, injury, or medical appointment of the employee's spouse; domestic partner; child; step-child; parent; sibling; mother-in-law; father-in-law; grandchild; grandparent; or step-parent where it can be shown that the employee's absence from work is required. If requested by a supervisor, written verification is required from a health care professional (defined as a physician, physician's assistant, or nurse practitioner). A maximum of sick (6) days may be authorized in this situation. Additional leave may be granted for this purpose by the Village Administrator.

3. Medical, dental or optical appointments and examinations.

4. Leave under the Family Bereavement Leave Act as specified in Section 13.3

Sick leave pay shall not be considered a right that an employee may use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above. Utilizing sick leave for vacations or out of area travel not consistent with the need to receive medical treatment or to



attend to ordinary or necessary activities related to personal or family needs is not permitted. If an employee is suspected of utilizing sick leave for activities not covered by sick leave an investigation will be conducted. Any employee who fraudulently uses sick leave will be subject to disciplinary action, up to and including, discharge.

In the case of a prolonged personal illness, the employee may be subject to Family and Medical Leave provisions as found in Section 13.4. Should sick leave benefits be exhausted, an employee will be required to utilize accrued vacation leave. If sick leave and vacation benefits are exhausted and the employee is still unable to return to work, application may be made to the respective pension plan for disability benefits. It is recommended that application for disability benefits be completed before accrued sick leave and vacation benefits are exhausted.

Employees are not eligible for compensation for any unused accumulated sick leave when separating employment for any reason with the Employer .

## **SECTION 12.2: ANNUAL SICK LEAVE BUYBACK INCENTIVE**

Employees are provided with a plan for utilizing unused sick leave. Sick time used during the year is deducted from the maximum time an employee is eligible to accrue from a twelve (12) month period running from the starting date of the first pay period in December through the ending date of the second pay period in November of the following year, not from the employee's previously banked sick time. The maximum amount of sick time an employee can accrue during this 12 month period is ninety six (96) hours. Each November, an employee must bank at least forty (40) hours of sick time if available. Unused sick time, in excess of the time banked, may be utilized in any combination of the following ways:

1. May be banked for future sick leave;
2. May be taken as "pay in lieu", subject to a maximum of seven (7) days. Sick days taken as "pay in lieu" will be paid in December of the respective year;
3. A maximum of thirty two (32) hours of unused sick leave may be converted to personal time off. Unused sick leave converted to personal time must be used by the ending date of the second pay period in November the following year. This time is not eligible for carryover, for pay in lieu or for other compensation if the employee separates employment for any reason.

### **SECTION 12.3: PENSION BENEFIT AT RETIREMENT**

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits pursuant to rules of the Illinois Municipal Retirement Fund.

## **ARTICLE XIII** **LEAVES OF ABSENCE**

### **SECTION 13.1: DISABILITY LEAVE**

Medical and Disability Leave (non-work related) shall be provided in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

### **SECTION 13.2: DISCRETIONARY LEAVE OF ABSENCE**

Employees with more than one (1) year of continuous, full-time employment are eligible to request a unpaid personal leave of absence in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

### **SECTION 13.3: BEREAVEMENT/FUNERAL LEAVE**

When death occurs in the immediate family of any bargaining unit employee, said Employee shall be granted up to a maximum three (3) work days off without loss of pay. "Immediate family member" in this context is defined to be: spouse, father, mother, son, daughter, step-child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. Bereavement / funeral leave for certain extended family members not covered in the above definition such as an uncle, aunt, step-parent, or grandparent of a spouse may be granted with the approval of the Department Head.

Family Bereavement Leave Act: an eligible employee who experiences the loss of a covered family member (defined as spouse/domestic partner; sibling; parent / step-parent; mother-in-law; father-in-law; grandchild; grandparent; biological child; adopted child; foster child; or step-child) or who experiences an unexpected lack of parenthood (including miscarriage, stillbirth; diagnosis that negatively impacts pregnancy or fertility; an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; a failed adoption match or an adoption that is not finalized because it is contested by another party; and failed surrogacy agreement) may be eligible for up to ten (10) work days of unpaid bereavement leave under the Family Bereavement Leave Act, as amended. An eligible employee may elect to substitute paid time off, including sick time, for unpaid leave.

Leave may be taken to attend the funeral or alternative to a funeral; make arrangements necessitated by the death of the covered family member; and to grieve the death of the covered family member.

To be eligible, an employee must have at least twelve (12) months of service and worked at least 1,250 hours during that time. In the event of more than one covered family member in a 12-month period, an employee is entitled to a total of 6 weeks (30 work days) of bereavement leave during the 12-month period. Reasonable documentation concerning the need for leave may be requested. Leave must be taken within sixty (60) days after the date on which the employee receives notice of a covered family member's death or date on which another qualifying event occurs.

Child Extended Bereavement Leave Act: an eligible full time employee with a least two (2) weeks of service is entitled to use a maximum of six (6) weeks of unpaid leave if the employee experiences the loss of a child [defined as the employee's biological, adopted, or foster child; a step child, a legal ward, or a child of a person standing in loco parentis] by suicide or homicide. Leave may be taken in a single continuous period or intermittently in increments of no less than 4 hours. Reasonable advance notice of the intent to take leave may be required, unless such notice is not reasonable and practicable. Leave must be completed within one (1) year after notification to the employer by the employee of the loss of a child. Reasonable documentation concerning the need for leave may be requested. An eligible employee may elect to substitute paid time off, including sick time, for unpaid leave. This Act does not extend the maximum period of leave to which an employee is entitled under the federal Family and Medical Leave Act or under any other paid or unpaid leave provided under applicable law, collective bargaining agreement, or other employment policy.

Leave time for an eligible part time employee shall be pro-rated by the Employer.

#### **SECTION 13.4: FAMILY AND MEDICAL LEAVE**

Eligible employees may take family and/or medical leave for qualifying reasons as defined by the Family and Medical Leave Act (FMLA), as amended. Any such leave taken shall be in accordance with the FMLA and Village practice.

#### **SECTION 13.5: JURY DUTY LEAVE**

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay for days or portions thereof on which the employee must be present for such service and for up to twenty (20) work days. The

employee shall present a certificate evidencing his/her service as a juror. Employees are expected to return to work when possible (i.e., when jury duty does not last the entire day).

#### **SECTION 13.6: MILITARY LEAVE**

A military leave of absence shall be provided in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

### **ARTICLE XIV** **HEALTH AND WELFARE**

Full time bargaining unit members shall be eligible for benefits provided through the Midwest Operating Engineers Local 150 Health and Welfare Fund, hereinafter called the “Union’s insurance plan”. Bargaining unit members shall have no right to re-entry into the Employer’s group health or dental plans; shall not be eligible to elect COBRA through the Employer’s group health or dental plans; and shall not be eligible to elect retiree coverage through the Employer’s group health or dental plans.

Bargaining unit members must notify the Human Resources Director in writing of any changes in life status that may impact whether the employee has dependent insurance coverage, such as marriage, birth, death, divorce, legal separation, dependent reaching limiting age, and any other qualifying reasons. Such notice must be received by the Director of Human Resources within thirty one (31) days of the event occurring; failure by the employee to provide notification of a life status change shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant and/or in denial of coverage by the insurance carrier or plan sponsor.

The Union is solely responsible for the administration of COBRA, HIPAA, and other applicable federal and state mandates for the Union’s insurance plans. In order for the Union to offer coverage under COBRA, HIPAA, or other applicable federal and state mandates, the employee must notify the Union’s insurance plan of the applicable change in life status in accordance with the Union’s insurance plan requirements. Failure by the employee to provide notification on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant and/or in denial of coverage by the insurance carrier or plan sponsor. Bargaining unit members electing COBRA coverage for themselves or their dependents shall be responsible for 100% of

the premium costs plus applicable administrative fees.

The Union further recognizes that all Union insurance plan claim inquiries, complaints, and grievances are not the responsibility of the Employer. The extent and scope of coverage under the Union's insurance plan shall be resolved according to the terms and conditions of said plan and shall not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement. As long as the Employer makes timely payments for the coverage of bargaining unit employees under the Union's insurance plan as provided above, the Union shall indemnify and hold harmless the Employer, its members, officers, 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 the Employer's agreement to pay for insurance coverage for bargaining unit employees under the Union's insurance plan.

Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Union's insurance plan represent and agree that they will comply with all applicable laws to ensure that the Union's insurance plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Employer and the Union and required by applicable Federal or State law. Bargaining unit members electing retiree coverage through the Union's insurance plan for themselves and their dependents shall be responsible for 100% of the premium cost of retiree coverage.

The monthly contributions paid for by the Village are set forth as follows:

**Effective May 1, 2025:**

Single	\$1,001.00
Employee Plus One	\$2,002.00
Family	\$3,053.00

Each fiscal year thereafter, the cost of the Plan shall increase no more than ten percent (10%) or the rate set by actuaries for the Fund Plan, whichever is less. If the cost of the Plan increases by more than seven percent (7%) in a fiscal year, the parties agree to reopen the contract for the purposes of negotiating wages for that respective fiscal year.

**ARTICLE XV**  
**EMPLOYEE TRAINING AND EDUCATION**

**SECTION 15.1: COMPENSATION**

The Employer agrees to compensate all bargaining unit employees at the appropriate straight time or overtime rate for time spent (including transportation time) at all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. Employees shall be reimbursed for travel costs pursuant to the Village of Gurnee Personnel Policy Manual.

**SECTION 15.2: TUITION ASSISTANCE PROGRAM**

With Department Head prior approval, bargaining unit employees may voluntarily participate in the Tuition Assistance Program in accordance with the Village of Gurnee Personnel Policy Manual.

**ARTICLE XVI**  
**SAFETY**

**SECTION 16.1: COMPLIANCE WITH LAWS**

In order to maintain safe working conditions, the Employer and employees shall conduct themselves and perform work in a manner consistent with safe practices and shall comply with all safety laws applicable to Department operations.

**SECTION 16.2: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

**ARTICLE XVII**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 17.1: 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 within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to: A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

- (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 17.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer 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 XVIII** **SUBCONTRACTING**

The rights of contracting or subcontracting remain vested in the Employer. Upon deciding to subcontract beyond current practices and except in case of an emergency, the Employer agrees to provide to the Union notice of the subcontracting and shall, upon timely request, meet and discuss with the Union the anticipated impact of the subcontracting. Failure to timely request such meeting shall act as a waiver of the Union's right to meet and discuss the anticipated impact of the subcontracting.

## **ARTICLE XIX** **CLOTHING AND EQUIPMENT**

### **SECTION 19.1: CLOTHING**

Employees in the job classifications of Engineering Assistant, Civil Engineer I, Senior Civil Engineer, Building Inspector, Code Enforcement Officer, GIS Analyst, GIS Coordinator, Associate Planner and Chief Inspector/Plan Reviewer, shall be provided a clothing allowance of \$300.00 per fiscal year, paid as a lump sum in a separate check, subject to applicable tax withholding, with the first pay period in May. Beginning May 2026, Civilian Fire Inspectors will receive a clothing allowance of \$300.00 per fiscal year, paid as a lump sum in a separate check, subject to applicable tax withholding, with the first pay period in May.

All other job classifications in the bargaining unit are not eligible for clothing allowance.

## **SECTION 19.2: PROTECTIVE CLOTHING**

The Employer shall provide all necessary items of protective clothing and safety gear.

## **ARTICLE XX** **PERSONNEL RECORDS**

### **SECTION 20.1: PERSONNEL RECORDS**

The personnel record is available during regular business hours for an employee and/or his/her designee to review.

### **SECTION 20.2: RIGHT OF INSPECTION AND COPIES**

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within two (2) business days.

### **SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS**

All disciplinary records shall automatically be removed from an employee's file after three (3) years from occurrence, provided the conduct which led to the discipline has not recurred during that time period.

## **ARTICLE XXI** **NON-DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee in violation of any applicable federal, state or local law. Neither the Employer nor the Union shall discriminate in any way against any employee on account of his/her union activity or his/her refraining from such activity. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

## **ARTICLE XXII** **NO STRIKE / NO LOCKOUT**

### **SECTION 22.1: NO STRIKE**

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike,



sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Employer or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

## **SECTION 22.2: CONSEQUENCES OF A STRIKE**

(A) Resumption of Operations and Union Liability. In the event of action prohibited by Section 21.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

(B) Discipline of Strikers. Any employee who violates the provisions of Section 21.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*. An employee disciplined for violating this Article shall have no recourse to the grievance procedure except for the limited purpose of disputing the occurrence of a violation of this Article but not to challenge the amount or level of discipline imposed.

(C) Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

## **SECTION 22.3: NO LOCKOUT**

The Employer agrees not to lockout employees during the term of this Agreement.

## **ARTICLE XXIII** **AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes 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 Employer as provided in the Management Rights Article. 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. Except as may be stated in this Agreement, each party 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 or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

## **ARTICLE XXIV** **WAGES**

### **SECTION 24.1: WAGE RATES**

The annual base salary wage rate (excluding longevity pay) for May 1, 2025; May 1, 2026; and May 1, 2027 for bargaining unit personnel shall be as set forth in Appendix A, attached hereto and made a part of this Agreement. On May 1, 2028, the annual base salary wage rate will be increased by 3.5%.

In filing new positions, the Employer, at its sole discretion, may start new hires at a level or levels of compensation which exceeds the first year amounts as set forth in Appendix A.

### **SECTION 24.2: LONGEVITY PAY**

The Employer provides a longevity pay plan to recognize an employee's time of service to the Employer.

An employee will become eligible for longevity pay on December 31st following the employee's eight year anniversary of full-time employment with the Employer. An employee will receive \$100 following his/her 8th and 9th anniversary; \$200 in longevity pay on the December 31st following his/her 10th and 11th anniversary; \$400 in longevity pay on the December 31st following his/her 12th and 13th anniversary; \$600 in longevity pay on the December 31st following his/her 14th and 15th anniversary date; \$800 on the December 31st following his/her 16th and 17th anniversary date; \$1,000 in longevity pay on December 31st

following his/her 18th and 19th anniversary date; and \$1,200 in longevity pay on the December 31st following his/her 20th anniversary.

Longevity pay will be calculated through December 31st of each calendar year and paid in December. Employees must be working in his/her regular full-time schedule and be actively employed during the payroll in which longevity is paid to receive longevity pay for the year. Employees receiving compensation through Village payroll due to a workers compensation injury or on FMLA at the time longevity pay is issued are eligible for longevity pay for the year. Employees on inactive status who are not accruing time off or receiving benefits through the Employer at the time longevity is paid are not eligible for longevity pay for the year; there shall be no pro-rata longevity pay. The maximum amount of longevity pay an employee will receive in any calendar year is \$1,200. There shall be no pro-rata longevity pay for employees separating or retiring prior to the date the longevity pay is made.

Part-time employees are not eligible for longevity pay.

## **ARTICLE XXV** **FILLING OF VACANCIES**

### **SECTION 25.1: POSTING**

Whenever the Employer 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) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

### **SECTION 25.2: FILLING OF VACANCIES**

When a vacancy occurs in the bargaining unit, and the Employer determines that it will fill the vacancy, the Employer's decision on who shall fill the vacancy shall be based upon an applicant's satisfying the basic criteria for consideration such as, required license(s) and certifications as established by the Employer, and also upon the applicant's demonstration of the necessary skill and ability in performing the duties of the position as determined by the Employer. The Employer shall select the most qualified applicant for the vacancy. For purposes of this paragraph, the "most qualified applicant" shall be defined as the one who has the greater skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are relatively equal as between two applicants for a position, the Employer agrees that, in filling the

vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit, and an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

### **SECTION 25.3 PAY ADJUSTMENTS**

In the event that an employee is selected for a vacancy within the bargaining unit that is in a pay grade above his/her current pay grade (as determined by the entry level pay for each pay grade), the Employer retains the right to set the employee's new rate of pay at the step in the new pay grade so that the employee would receive a pay increase.

The decision to promote an employee or fill vacancies within the bargaining unit remains vested with the Employer and nothing in this Section shall be deemed to diminish the Employer's rights to determine how or when to fill vacancies in the best interests of the Employer, consistent with Section 25.2 above.

### **ARTICLE XXVI** **SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

### **ARTICLE XXVII** **TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of May, 2025 and shall remain in full force and effect until the 30th day April of 2029 . 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 no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

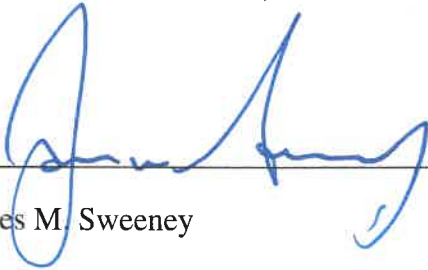
In the event that either party desires to terminate this Agreement during the period of

negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

### SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement this 18<sup>th</sup> day of August, 2025, in the Village of Gurnee.

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

A blue ink signature of James M. Sweeney, written in a cursive style, positioned above a horizontal line.

James M. Sweeney

President-Business Manager

**VILLAGE OF GURNEE**

A blue ink signature of Thomas B. Hood, written in a cursive style, positioned above a horizontal line.

Thomas B. Hood, Mayor

ATTEST:

A blue ink signature of Deanna M. Distasio, written in a cursive style, positioned above a horizontal line.

Deanna M. Distasio, Attorney

A blue ink signature of Emily Davis, written in a cursive style, positioned above a horizontal line.

Village Clerk

Dated: 8/21/2025

Dated: 8/29/2025

negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2025 , in the Village of Gurnee.

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

**VILLAGE OF GURNEE**

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James M. Sweeney

---

Thomas B. Hood, Mayor

President-Business Manager

ATTEST:

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Deanna M. Distasio, Attorney

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Village Clerk

Dated:

Dated:

## APPENDIX A WAGE SCALES

As of May 1, 2025

<b>503A (Full Time)</b>		<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Resident Services Representative</b>		1	26.2376	2,099.01	\$54,574.14
		2	27.3792	2,190.33	\$56,948.64
		3	28.5712	2,285.70	\$59,428.11
		4	29.8156	2,385.25	\$62,016.50
		5	31.1149	2,489.20	\$64,719.10
		6	32.4716	2,597.73	\$67,540.97
		7	33.8881	2,711.05	\$70,487.33
		8	35.3672	2,829.38	\$73,563.86
		9	36.9116	2,952.92	\$76,776.04
<b>503B (Part Time)</b>		<b>Step</b>	<b>Hourly Rate</b>		
<b>Resident Services Representative</b>		1	26.2376		
		2	27.3792		
		3	28.5712		
		4	29.8156		
		5	31.1149		
		6	32.4716		
		7	33.8881		
		8	35.3672		
		9	36.9116		
<b>505 (Full Time)</b>		<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Administrative Secretary</b> <b>Admin Secy / Permit Coord (future reclass)</b>		1	28.9725	2,317.80	\$60,262.78
		2	30.2335	2,418.68	\$62,885.58
		3	31.5500	2,524.00	\$65,624.04
		4	32.9247	2,633.98	\$68,483.41
		5	34.3598	2,748.78	\$71,468.40
		6	35.8584	2,868.67	\$74,585.39
		7	37.4229	2,993.84	\$77,839.71
		8	39.0567	3,124.53	\$81,237.88
		9	40.7626	3,261.01	\$84,786.24
<b>505A (Part Time)</b>		<b>Step</b>	<b>Hourly Rate</b>		
<b>Administrative Secretary</b>		1	28.9725		
		2	30.2335		
		3	31.5500		
		4	32.9247		
		5	34.3598		
		6	35.8584		
		7	37.4229		
		8	39.0567		
		9	40.7626		

<b>507</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Finance Assistant</b>	1	31.9166	2,553.33	\$66,386.61
<b>Admin Secy / Permit Coord (grandfathered)</b>	2	33.3056	2,664.45	\$69,275.57
	3	34.7558	2,780.46	\$72,292.09
	4	36.2699	2,901.59	\$75,441.34
	5	37.8506	3,028.05	\$78,729.33
	6	39.5011	3,160.09	\$82,162.23
	7	41.2245	3,297.96	\$85,746.89
	8	43.0239	3,441.92	\$89,489.80
	9	44.9030	3,592.24	\$93,398.16
<b>509B</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Engineering Assistant</b>	1	35.6316	2,850.53	\$74,113.69
<b>GIS Analyst</b>	2	37.1851	2,974.81	\$77,344.93
<b>Code Enforcement Officer</b>	3	38.8071	3,104.57	\$80,718.79
<b>IS Technician (future reclass)</b>	4	40.5007	3,240.06	\$84,241.54
	5	42.2693	3,381.54	\$87,920.14
	6	44.1160	3,529.28	\$91,761.23
	7	46.0442	3,683.54	\$95,771.96
	8	48.0579	3,844.63	\$99,960.36
	9	50.1607	4,012.86	\$104,334.33
<b>509C (Part Time)</b>	<b>Step</b>	<b>Hourly Rate</b>		
<b>Online Media Specialist (future reclass)</b>	1	35.6316		
	2	37.1851		
	3	38.8071		
	4	40.5007		
	5	42.2693		
	6	44.1160		
	7	46.0442		
	8	48.0579		
	9	50.1607		
<b>510A</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Building Inspector</b>	1	37.2998	2,983.98	\$77,583.52
<b>Civilian Fire Inspector</b>	2	38.9254	3,114.03	\$80,964.82
<b>IS Technician (grandfathered)</b>	3	40.6225	3,249.80	\$84,494.77
	4	42.3945	3,391.56	\$88,180.66
	5	44.2449	3,539.59	\$92,029.42
	6	46.1770	3,694.16	\$96,048.17
	7	48.1946	3,855.57	\$100,244.75
	8	50.3014	4,024.11	\$104,626.83
	9	52.5012	4,200.10	\$109,202.51



<b>510B (Part Time)</b>	<b>Step</b>	<b>Hourly Rate</b>
<b>Online Media Specialist (grandfathered)</b>	1	37.2998
	2	38.9254
	3	40.6225
	4	42.3945
	5	44.2449
	6	46.1770
	7	48.1946
	8	50.3014
	9	52.5012

<b>510C</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Associate Planner</b>	1	36.7964	2,943.71	\$76,536.42
	2	38.3970	3,071.76	\$79,865.81
	3	40.0677	3,205.42	\$83,340.80
	4	41.8119	3,344.95	\$86,968.76
	5	43.6333	3,490.66	\$90,757.23
	6	45.5347	3,642.78	\$94,712.28
	7	47.5201	3,801.61	\$98,841.80
	8	49.5932	3,967.46	\$103,153.88
	9	51.7577	4,140.62	\$107,656.03

<b>510D</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Civil Engineer I</b>	1	42.1977	3,375.82	\$87,771.28
	2	44.0484	3,523.88	\$91,620.76
	3	45.9817	3,678.53	\$95,641.84
	4	48.0005	3,840.04	\$99,841.13
	5	50.1092	4,008.73	\$104,227.10
	6	52.3118	4,184.94	\$108,808.45
	7	54.6122	4,368.97	\$113,593.33

<b>511</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>GIS Coordinator</b>	1	42.7494	3,419.95	\$88,918.75
	2	44.6149	3,569.19	\$92,799.04
	3	46.5628	3,725.03	\$96,850.71
	4	48.5968	3,887.75	\$101,081.43
	5	50.7208	4,057.66	\$105,499.22
	6	52.9387	4,235.09	\$110,112.45
	7	55.2547	4,420.38	\$114,929.86

<b>513</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Chief Inspector / Plan Reviewer</b>	1	42.5029	3,400.23	\$88,406.03
	2	44.3509	3,548.08	\$92,249.98
	3	46.2800	3,702.40	\$96,262.31
	4	48.2943	3,863.54	\$100,452.06
	5	50.3971	4,031.77	\$104,826.06
	6	52.5928	4,207.42	\$109,393.03
	7	54.8852	4,390.82	\$114,161.24
	8	57.2786	4,582.29	\$119,139.53
	9	59.7778	4,782.22	\$124,337.82

<b>514</b>	<b>Step</b>	<b>Hourly Rate</b>	<b>Biweekly</b>	<b>Annual Base Salary</b>
<b>Senior Civil Engineer</b>	1	54.8509	4,388.07	\$114,089.81
	2	57.2529	4,580.23	\$119,086.08
	3	59.7611	4,780.89	\$124,303.02
	4	62.3810	4,990.48	\$129,752.49
	5	65.1170	5,209.36	\$135,443.41

Subsequent years salary matrices will be provided annually after payroll update of wage charts with respective cost of living adjustment.

\*note – all wages subject to final verification when updated in payroll system

The parties mutually agree to the consolidation of the Finance Assistant I and Finance Assistant II positions into a single Finance Assistant position. As of May 1, 2025, the position of Finance Assistant I is unfilled. The two (2) incumbents in Finance Assistant II will be classified as “Finance Assistant”.

The parties mutually agree to the reclassification of the Administrative Secretary / Permit Coordinator to Administrative Secretary (pay grade 505) and the elimination of the separate Permit Coordinator / Administrative Secretary position and pay grade upon the retirement or separation of the current incumbent. Any future vacancy may be filled as “Administrative Secretary”.

The parties mutually agree to the reclassification of the Information Systems Technician to pay grade 509A and Online Media Specialist (Part Time) to pay grade 509C upon the retirement or separation of the current incumbents.