

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150-PUBLIC EMPLOYEES DIVISION AND THE CITY OF DARIEN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, that the Mayor and City Clerk are hereby authorized to execute a Collective Bargaining Agreement between the City of Darien and the International Union of Operating Engineers, Local 150, Public Employees Division, a copy of which is attached hereto as "Exhibit A", which is by this reference expressly incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of June, 2010.

AYES:	Ayes: 7-Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
NAYS:	Nays: 0-NONE
ABSENT:	Absent: 0-NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of June, 2010.

ATTEST: Kathleen Moesle Weaver
 KATHLEEN MOESLE WEAVER, MAYOR

Joanne F. Coleman
 JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:
John B. Murphy
 CITY ATTORNEY



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

PUBLIC EMPLOYEES DIVISION

AND

CITY OF DARIEN

May 1, 2009 through April 30, 2013

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AGREEMENT

This Agreement has been made and entered into by and between the City of Darien, 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.

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

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, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer’s Department of Municipal Services (“DMS”), as certified by the Illinois State Labor Relations Board in No.: S-RC-09-045.

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.

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 mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

SECTION 1.3: MANAGEMENT RIGHTS

Subject to the express provisions of the Agreement the Employer retains all of its traditional management rights. The Employer expressly reserves the right under this Agreement to exercise all management rights as set forth in the Illinois Public Labor Relations Act. In addition, the Employer may establish and modify reasonable rules, regulations, policies and procedures so long as such modifications do not conflict with any express provision of this Agreement.

ARTICLE II

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

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, there is no interruption of the Employer's working schedule, and further provided the agent shall provide advance notice before entering the Employer's premises.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall provide one Union bulletin board. The board shall be for the sole and exclusive use of the Union.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those 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 as authorized by the bargaining unit member.

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 twice monthly basis at the address designated in writing by the Union. 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.

SECTION 3.2: FAIR SHARE

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, 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 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 Employer from the earnings of the non-member employee each pay period.

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

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and 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.

B. Except as set forth herein, the regular hours/workdays for bargaining unit employees shall be eight (8) hours per day, 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The Employer may alter start time on a permanent basis upon sixty (60) days notice to the Union and an opportunity to discuss the issue, however the altered starting time can be no earlier than 6:00 a.m., and no later than 8:00 a.m. 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, or shall be compensated at the appropriate rate of overtime should an employee not leave work early.

C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon. Employees are allowed a ten (10) minute clean up period before the end of the workday.

D. The Employer may make a temporary short term reassignment of hours once per year with at least fourteen (14) days notice for the sole purpose of hydrant flushing. In the event the City receives notice of a predicted major snow event (projected snow accumulation in excess of eight (8) inches) the City may send employees home during the day in order for them to obtain rest in anticipation of extended snow callout overtime work. In the event the major snow event does not materialize and the employees are not called back to work prior to 8:00 p.m. on the night they are sent home, the employees will receive their regular pay for the hours they were sent home earlier that workday. If they are in fact called back to work prior to 8:00 p.m. on the

night they are sent home, they will be afforded no less than the amount of time they need to complete the 8 hour day of work or pay.

SECTION 4.2: OVERTIME COMPENSATION

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

A. 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 or outside of his normal work day. Overtime will be rounded up to the nearest ¼ hour. Employees' regular hourly rate is calculated by dividing the annual salary by 2080.

B. Compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.

C. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays, and for all hours worked on emergency (i.e., non scheduled overtime) calls for Saturdays and Sundays.

SECTION 4.3: OVERTIME DISTRIBUTION

A. The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on that overtime. The parties recognize that they have an obligation to the community to provide services and this obligation will occasionally require the working of overtime.

B. In the event either an employee or the Union believes that one or more employees is not receiving overtime opportunities the parties shall first take the matter up at a labor management conference prior to the employee or the Union resorting to the grievance process.

SECTION 4.4: CALLBACK

A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback.

SECTION 4.5: COMPENSATORY TIME

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of one (1) hour blocks. Employees may accumulate up to eighty (80) hours of compensatory time in lieu of overtime at any given time. Compensatory time cannot be scheduled before it is earned.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment within DMS for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence 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.

SECTION 5.3: SENIORITY LIST

The Employer 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 twelve (12) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

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 discharge or discipline and he/she shall have no rights under this Agreement.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least sixty (60) days notice of any layoffs and offer the Union an opportunity to discuss the planned layoffs, including alternatives the Union may propose to the 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.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list. Employees shall be recalled in seniority order. The Employer 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) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (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.

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

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 Director. In the case of termination, the employee will be given the opportunity to discuss the matter with the City 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.

Written reprimands and oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of three (3) years. All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

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

SECTION 8.2: PROCESSING OF GRIEVANCE

Except for Step 1 and 2, 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 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF MUNICIPAL SERVICES

The Union or employee may submit a written grievance to the Director of MUNICIPAL SERVICES 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 Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unsettled at Step ONE, the Union or employee may advance the written grievance to the City Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to

adjust the matter. The City Administrator shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the City Administrator shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the City Administrator does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union 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 or subtract from 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 Employer, 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. 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 8.5: SETTLEMENTS AND TIME LIMITS

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.

SECTION 8.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the alternate Stewards. The Union will provide written notice to identify the Stewards.

**ARTICLE IX
HOLIDAYS**

SECTION 9.1: GENERAL INFORMATION

Holidays are:

New Year's Day

Memorial Day

Christmas Eve Day

Christmas Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

President's Day

Independence Day

Good Friday

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. All employees shall receive eight (8) hours pay for each holiday. 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.

SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS

When a holiday falls on a Saturday the prior Friday will be observed as the holiday. When a holiday falls on a Sunday the following Monday will be observed as the holiday.

SECTION 9.3: VACATION LEAVE

Unless specified otherwise, regular full-time employees in the City service completing a probationary period shall be allowed vacation leave according to the following schedule:

After 6 months of service – 1 week (5 working days)

After 1 year of service – 1 additional week (5 working days)

After 2 years of service – 2 weeks (10 working days)

After 5 years of service – 3 weeks (15 working days)

After 10 years of service – 4 weeks (20 working days)

After 20 years of service – 5 weeks (25 working days)

No employee is eligible for vacation leave during the first six (6) months of employment or during the duration of his/her probationary period, whichever is longer, unless agreed to and approved by the City Administrator prior to employment due to special circumstances. The first earned week may be held and taken after the additional week is earned.

Vacation leave shall be granted on the basis of the number of regularly-scheduled hours in the standard work or duty week to which the employee is assigned at the time of his/her vacation and shall use the anniversary date of full-time employment with the City to determine eligibility for paid leave. If an employee does not work the entire time to earn vacation days after they have been taken, the employee shall repay the City for those vacation days not earned.

Vacation leave should be taken during the year following its accumulation, and no employee shall be allowed to defer unused vacation leave into the next year without special approval of the department head and City Administrator.

Vacation leave must be taken in minimum blocks of one-half (1/2) day at a time. Any exception will be granted only with the written consent of the City Administrator and department head.

Absence on account of sickness, death in family, injury or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee, and at the discretion of the City Administrator and department head, be charged against vacation leave allowance.

The Department Head shall approve and schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the requests of the employees.

Employees who have earned three (3) weeks of vacation may, at their option and with the approval of the City Administrator such approval not to be unreasonably denied, "sell" the third week back to the City and work during that time period for regular time comp time compensation. Employees who have earned four (4) or more weeks of vacation may, at their option and with the approval of the City Administrator such approval not to be unreasonably denied, "sell" the third and/or fourth week(s) back to the City and work during that time period for regular time compensation.

Employees shall be eligible for accrued vacation upon termination. Upon termination of employment, the effective date of termination shall not be extended by the number of days represented by a salary payment for unused vacation leave. Upon the employee's termination the

employee shall be paid an amount equal to unused vacation earned as of the employee's last anniversary date.

Upon the death of a City employee, the named beneficiary of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

The City Administrator, at his discretion, may issue advance vacation payroll checks to employees and shall establish procedures for the same.

SECTION 9.4: SICK LEAVE

Full-time employees of the City shall earn sick leave with full pay at a rate of one (1) workday for each calendar month of service. Of the 12 sick days which may be earned in a calendar year, two (2) days shall be designated as personal days and can be used as denoted below.

Sick leave shall accrue from the date of employment, but shall not be taken during the first six months of employment. There shall be no pay for absences during the first six (6) months of employment.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- C. Illness or injury immediate family of employee (immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law);
- D. Maternity as directed by a physician; or
- E. Any purpose allowed under FMLA.

Personal days can be used for sick leave as provided above, or can be taken to conduct personal business of the employee. To be utilized for personal reasons, the employee must obtain prior approval from their department head. Personal days cannot be used in conjunction with approved vacation leave and will only count against the "sick pay bonus" provided herein if used for reasons provided hereinabove. Unused personal days will be accumulated as provided herein below.

Sick leave and personal days may be accumulated up to a maximum of 120 days. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the 120-day limit, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond 120 days cannot be used for paid time off.

An employee, unable to report for work because of the above reasons, shall report the reason for the absence to his/her supervisor or department head within two (2) hours after the time they are expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work, if requested by a department head.

A physician certification as described above, may be required for absences less than three (3) days at the discretion of the department head when the department head has reasonable suspicion that the employee is abusing his/her sick leave privilege.

Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of an employee. An employee leaving City service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.

Sick pay bonus: Upon five (5) consecutive years of perfect attendance, an employee shall be given a bonus of five (5) days' salary. An employee will be allowed up to one (2) excused absence per year during this period and still remain eligible for the bonus. Excused absence shall mean one sick day used per year. For each calendar year of perfect attendance in succession thereafter, the employee shall be given a bonus of one day's pay. One excused absence shall be allowed during each year.

Upon retirement from the City, accumulated sick time shall be paid back at fifty percent (50%) of the employee's current hourly salary times the number of days accrued up to a maximum of one hundred twenty (120) days accrued. For the purposes of this section, retirement shall be defined as:

A. Retirement shall mean an employee who is at least 55 years of age and has completed 8 years of City service.

B. An employee who has exhausted sick leave may apply paid vacation time to authorized sick leave.

SECTION 9.6 FAMILY AND MEDICAL LEAVE

Employees will be entitled to all benefits under the Family and Medical Leave Act as set forth in the Employer's Personnel and Safety Manual in effect on the date of this Agreement.

SECTION 9.7 JURY DUTY LEAVE

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness in a case involving the City, including cases where an employee is subpoenaed because they witness an incident while on duty.

Compensation for such leave shall be limited to the difference between pay received for this service and normal City pay. Regular full-time employees shall receive that portion of their regular salary equivalent to time normally worked. However, jury duty pay or fees shall be paid to the City, less itemized expenses.

When an employee is notified for jury duty, the employee is to provide written notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head.

An employee who must attend court on a non-work related matter must take vacation days or personal days or compensation time to cover the time off from work. If the employee has used his/her allotted vacation or personal days, the employee will be granted leave without pay.

SECTION 9.8 MILITARY LEAVE

Employees shall be eligible for military leave in accordance with applicable state and federal law.

SECTION 9.9 FUNERAL LEAVE

Employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse, child (including step or adopted), mother or mother-in-law, father or father-in-law, sister, brother or close relative as approved by the department head or City

Administrator. If the employee receives notification of the death while at work, he/she may also be allowed the balance of that workday off with pay.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Funeral leave shall include a maximum of three (3) calendar days regardless of the relationship to scheduled workdays.

Such leave shall not be deducted from either sick leave or vacation leave. Use of accrued vacation or sick leave may be used by an employee to extend funeral leave if approved by the department head or City Administrator. The City may request proof of death, relationship and/or attendance at the funeral. Vacations will be extended as a result of a death of an immediate family member, occurring during vacation.

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 Employer representatives when appropriate. Such meetings shall be 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 Employer may assign appropriate management personnel to attend.

SECTION 10.2: PURPOSE

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.

SECTION 10.4: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

ARTICLE XI

SUBCONTRACTING

If the Employer plans to subcontract any work currently performed by bargaining unit members the Employer shall notify the Union and offer the Union an opportunity to discuss the planned subcontracting, including alternatives the Union may propose to such subcontracting. If requested by the Union in writing within seven days of the notice of subcontracting, the parties will engage in effects bargaining. The City will give the Union at least sixty days notice of any planned subcontract.

ARTICLE XII

INSURANCE

SECTION 12.1: HOSPITALIZATION AND MEDICAL INSURANCE

(A) The Employer agrees that it shall provide employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other employees. The Employer retains the right to change insurance carrier or to self-insure. Prior to instituting any change in the existing coverage and benefits, the Employer shall notify the Union no later than sixty (60) days prior to the effective date of the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(B) Employee Contributions. Employees shall contribute an amount equal to 15% of the premium cost as such premium costs may change from time to time.

SECTION 12.2: LIFE INSURANCE

The Employer shall pay or insure a death benefit of \$10,000 to the employee's designated beneficiary in the event of the employee's death.

ARTICLE XIII OPEN

UNIFORMS AND EQUIPMENT

SECTION 13.1: UNIFORMS/BOOTS

The Employer shall provide \$460.00 for 2010-11, and \$475.00 for 2011-12 and 2012-13 for work related clothing for all bargaining unit employees, to be used at each employee's discretion. No employee may utilize uniform allowance during the last three (3) months of employment prior to that employee's retirement unless the retirement is precipitated by an

unforeseen health condition of the employee or member of the employee's immediate family. The current boot program will remain in full force and effect during the life of this agreement.

SECTION 13.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear, including but not limited to steel toe boots, hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses.

ARTICLE XIV

WAGES

SECTION 14.1: WAGE SCHEDULE

The Wages for the term of this Agreement are set forth in Appendix A.

SECTION 14.2: ICMA; RETROACTIVE WAGE INCREASE TO CERTAIN EMPLOYEES.

A. The City's practice of contributing to the employees' ICMA deferred compensation account is hereby discontinued. Employees shall still be permitted to make their own contributions to the ICMA program.

B. For those employees on whose behalf the City contributed \$1,200.00 to the employee's ICMA deferred compensation account during the 2009-10 fiscal year there will be no retroactive pay for 2009-10. For those employees on whose behalf the City paid a contribution of less than \$1,200.00 to the employee's ICMA deferred compensation account during the 2009-2010 fiscal year, such employee shall receive the difference between \$1,200.00 and the amount the City paid into the employee's deferred compensation account. If the City paid \$600.00 on behalf of an employee, the City will pay that employee \$600.00 subject to usual and customary

withholding. If the City paid nothing on behalf of that employee, then the City will pay that employee \$1,200.00 minus usual and customary withholding.

C. For the 2010-11 contract year, the Employer will maintain no less than three general utility two (GU2) positions and two general utility one (GU1) positions. Effective May 1, 2011, a fourth GU2 position will be added. Effective May 1, 2012, a fifth GU2 position will be added.

D. In the event a vacancy occurs in a GU2 or GU1 position and the Employer determines to fill that position, all employees will be given an opportunity to bid for that position. The decision of the Employer will be final.

E. Whenever a GU2 or GU1 position is being filled, and the top 2 candidates possess equal qualifications and skills, the employee with greater seniority will be appointed to the position.

F. The existing annual merit evaluation payment system will be maintained. The range of merit pay will be no less than \$500.00 and no more than \$1,500.00. If an employee receives a merit bonus of less than \$1,200.00 the employee may grieve the Employer's determination in accordance with Article VIII of this Agreement.

G. When an employee is promoted to GU2 or GU1, that employee will be placed at the first step above the employee's current salary (for example, if during 2011-12 a GU3 at Step 7 is promoted to GU2, that employee shall be placed at Step 4 on the GU2 schedule).

ARTICLE XV

MISCELLANEOUS PROVISIONS

SECTION 15.1: GENDER

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

ARTICLE XVII

SECTION 17.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

SECTION 17.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

ARTICLE XVIII

SECTION 18.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 18.2: NO LOCKOUT

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

ARTICLE XIX

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.

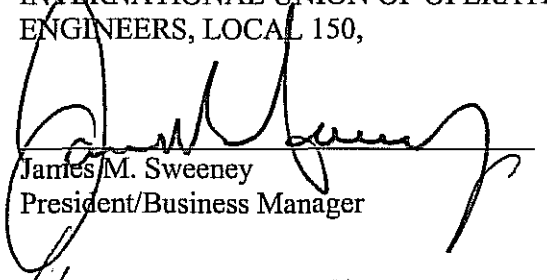
ARTICLE XX

TERMINATION

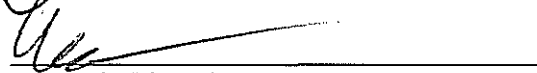
This Agreement shall be effective when signed and shall remain in full force and effect until the 30th day of April, 2013. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires 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. 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 WITNESS WHEREOF, the parties have executed this Agreement this 21st day of June, 2010 in the City of DARIEN, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

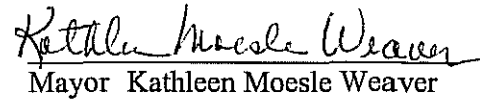


James M. Sweeney
President/Business Manager

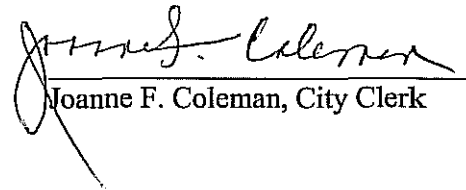


Kenneth Edwards
Field Attorney/Organizer

CITY OF DARIEN



Mayor Kathleen Moesle Weaver



Joanne F. Coleman, City Clerk



APPENDIX A

2010-11	GU3	GU2	GU1	MECH.
START	38588	44412	47326	53151
1 YR	42449	48789	51910	58149
2 YR	44519	51054	54324	60859
3 YR	46488	53319	56738	63570
4 YR	48455	55584	59151	66281
5 YR	50424	57849	61564	68992
6 YR	52391	60114	63978	71703
7 YR	54359	62379	66392	74413

2011-12	GU3	GU2	GU1	MECH.
START	38588	44412	47326	53151
1 YR	43298	49765	52948	59312
2 YR	45409	52075	55410	62076
3 YR	47418	54385	57823	64841
4 YR	49424	56696	60334	67607
5 YR	51432	59006	62795	70371
6 YR	53439	61316	65258	73137
7 YR	55446	63627	67720	75901

2012-13	GU3	GU2	GU1	MECH.
START	38588	44412	47326	53151
1 YR	44164	50760	54007	60498
2 YR	46317	53117	56518	63318
3 YR	48366	55473	59030	66138
4 YR	50412	57830	61541	68960
5 YR	52465	60186	64051	71779
6 YR	54508	62542	66563	74600
7 YR	56555	64900	69074	77419

APPENDIX B

CURRENT EMPLOYEE PLACEMENT AS OF MAY 1, 2010

Employee	Current Salary	Salary 5-1-10
Clark Beatty	71,754	74,413
Carey Breckinridge	63,890	66,392
Jake Bruzan	48,235	50,424
Dennis Cable	50,164	52,391
John Carr	59,956	62,379
Jeff Corneils	52,093	54,359
Matt Coulman	71,754	74,413
Jim Herman	57,735	60,114
Pete Kiliniak	52,093	54,359
Jim Koudelik	44,376	46,488
Rich Lepic	63,890	66,392
Tom Masek	57,735	60,114
Rick Reid	52,093	54,359
Ed Walneck		38,588

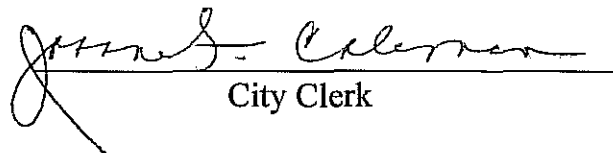
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Joanne F. Coleman, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-46-10 — “*A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150-PUBLIC EMPLOYEES DIVISION AND THE CITY OF DARIEN*” OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, duly passed and approved by the Mayor and City Council members of the City at a meeting held on June 21, 2010.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 21st day of June, 2010.





City Clerk