

**Resolution No. 2024-35**

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES' DIVISION**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the "City"), is a duly organized unit of government of the State of Illinois within the meaning of Article VII, Section 10 of the 1970 Illinois Constitution; and

**WHEREAS**, the Mayor and the City Council (collectively, the "Corporate Authorities") are committed to ensuring that the City operates in a safe, economical and efficient manner; and

**WHEREAS**, Section 7 of the Illinois Public Labor Relations Act (5 ILCS 315/7) provides that public employers and the exclusive bargaining representative have the authority and the duty to bargain collectively; and

**WHEREAS**, the International Union of Operating Engineers, Local 150, Public Employees' Division (the "Union") and the City have a current collective bargaining agreement (the "CBA"); and

**WHEREAS**, the Union and the City desire to amend the CBA in accordance with the Memorandum of Understanding (the "MOU") making certain changes to provisions of the CBA affecting wages and hours worked, attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the City and its residents to approve and authorize an agreement with terms substantially the same as the MOU.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

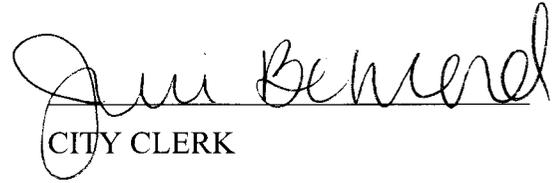
**Section 1.** The recitals set forth above are incorporated into this Resolution as if fully restated herein.

**Section 2.** *Memorandum of Understanding by and between the United City of Yorkville, Illinois, its Public Works and the International Union of Operating Engineers, Local 150, Public Employees' Division*, in the form attached hereto and made a part hereof, is hereby approved, and the Mayor and City Clerk are hereby authorized to execute said Agreement.

**Section 3.** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

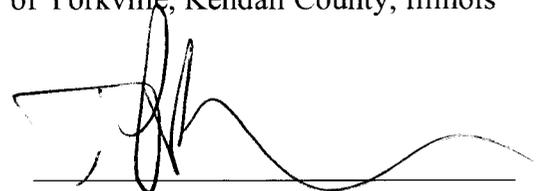
*[Remainder of page intentionally left blank – roll call vote to follow]*

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 10<sup>th</sup> day of September, A.D. 2024.

  
CITY CLERK

KEN KOCH	AYE	DAN TRANSIER	AYE
ARDEN JOE PLOCHER	AYE	CRAIG SOLING	AYE
CHRIS FUNKHOUSER	AYE	MATT MAREK	AYE
SEAVER TARULIS	AYE	RUSTY CORNEILS	AYE

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this 11<sup>th</sup> day of September, A.D. 2024.

  
MAYOR

*Attest:*

  
CITY CLERK

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the UNITED CITY OF YORKVILLE AND its Public Works (collectively the “City”) and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES’ DIVISION (“Union”). The City and the Union, collectively the “Parties” agree to the following:

1. **Background Information:**

- a. The Parties are subject to a collective bargaining agreement covering the period from May 1, 2021 through April 30, 2026 (the “CBA”).
- b. The Parties mutually agreed to engage in good faith bargaining with respect to the issues referenced in this MOU to become effective prior to the expiration of the CBA term on the dates referenced herein
- c. Except as expressly provided in this MOU, the CBA is unchanged. Unless indicated otherwise, these changes are effective on a prospective basis only following the execution date of this Agreement by both Parties.

2. **ARTICLE IV., HOURS OF WORK AND OVERTIME, at Section 4.1. WORKDAY AND WORKWEEK** will be revised to reflect the following changes identified in redlined format:

“B. Hours

1. Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday
2. During the Outdoor Sports Season (April 1 through November 15), the City may deviate from the regular shift time and may schedule parks bargaining unit employees to perform field and grounds maintenance work to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. -It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.
3. The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City’s special events will be awarded compensatory time for all hours worked on the event beyond the employee’s regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not

be construed as a guarantee that bargaining unit employees will be assigned to work special events.

4. Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields may choose to receive overtime pay at the applicable rate or compensatory time for those hours.
5. If the weather is forecasted to be ninety (90) degrees or higher during the summer months, employees may request to work an adjusted regular work shift of 6:00 a.m. to 2:30 p.m., subject to management approval. Management will not unreasonably deny the request if a majority of the employees support the result and provided it is consistent with the business needs on the day of the scheduled change.”

3. **ARTICLE IV, Section 4.2. LUNCH/REST PERIODS** will be revised to reflect the following changes identified in redlined format:

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the workday and one during the second half of the workday. Employees will be allowed to continue the practice of combining these two breaks at the end of the day on occasion, when previously approved by supervisor due to the City’s business needs (e.g., water main break prevents taking breaks sooner). At all other times, these paid breaks are considered working time and must be completed at least one hour prior to the ending time of the scheduled shift. Employees will be allowed to leave the premises during break times with the approval of the supervisor.
- (B) Employees shall be granted a one-half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty-five (45) minutes early or shall be compensated at the rate of one-half hour of appropriate overtime.

4. **ARTICLE IV, Section 4.6. OVERTIME DISTRIBUTION** will be revised to reflect the following changes identified in redlined format:

“The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have

first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1st and November 1st of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable (including failure to respond to call within thirty (30) minutes), the employer may work part-time or temporary personnel on said overtime without violating the Agreement.”

5. **ARTICLE IV, Section 4.7, SNOW PLAN** will be revised to reflect the following changes identified in redlined format:

“Each snow event will correspond with a list of preferred employees for call-in using the A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available (including failure to respond to a call-in within 30 minutes), then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in Appendix E. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors. This A and B list snow plan does not limit or restrict the City from assigning all bargaining unit employees to work a snow event provided the

City provides a minimum of 24 hours' advance notice to the affected employees when the need is reasonably foreseeable (or as much notice as is practical if the need is not foreseeable)."

6. **ARTICLE XVII, Section 17.1, NO SUBCONTRACTING** will be revised to reflect the following changes identified in redlined format:

"There shall be no subcontracting of bargaining unit work that results in an erosion of the bargaining unit or reduction in overtime opportunities for employees who are available to perform the work. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work."

7. **ARTICLE XVII, Section 17.2, BARGAINING UNIT WORK** will be revised to reflect the following changes identified in redlined format:

"Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner including special events."

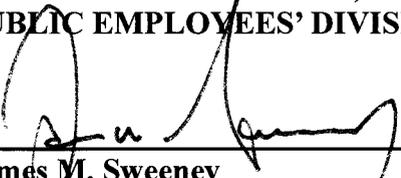
8. **ARTICLE V, WAGES, Appendix A** will be revised and replaced with the charts attached to as an Exhibit to this MOU which reflects and includes the following economic improvements:

- a. Effective May 1, 2024, the annual increase in the base rate of pay for covered employees will be five and one-half percent (5.5%) instead of the three percent (3%) amount referenced in the current CBA.
- b. The upward increases that are effective May 1, 2024 pursuant to Section 8(a) of this MOU will be computed and paid on a retroactive basis to covered employees who are actively employed on both (i) May 1, 2024, and (ii) the date of ratification of this MOU by authorized representatives of both Parties.
- c. Effective May 1, 2025, the annual increase in the base rate of pay for covered employees will be five percent (5.0%) instead of the three percent (3%) amount referenced in the current CBA.

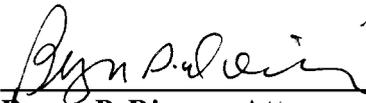
9. **Waiver.** The Parties agree and acknowledge that the CBA terms as modified by this MOU are sufficient to meet and exceed the City's obligations under the Illinois Paid Leave for All Workers' Act, 820 ILCS 192/, to the extent any obligation to bargain these terms are triggered by the implementation of this MOU.

10. The Parties freely and voluntarily enter into this MOU. The individuals who sign below represent that they are authorized to bind their respective Party to these terms.

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

  
\_\_\_\_\_  
**James M. Sweeney**  
**President/Business Manager**

9-20-24.  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Bryan P. Diemer, Attorney**

9-12-24  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**UNITED CITY OF YORKVILLE, ILLINOIS**  
**John Purcell, Mayor**

  
\_\_\_\_\_  
**Date** 9/24/24

  
\_\_\_\_\_  
**CITY OF YORKVILLE PUBLIC WORKS  
DEPARTMENT**  
**Eric Dhuse, Public Works Director**

9-24-24  
\_\_\_\_\_  
**Date**

## EXHIBIT

**The following amounts referenced below include and reflect the increases set forth in Section 8 of the MOU:**

Maintenance Worker 1										
	1-May-21		1-May-22		1-May-23					
	2.50%		2.50%		2.75%					
					5.50%	5.00%				
Step 1	\$	43,362.15	\$	46,496.20	\$	47,774.85	\$	50,402.47	\$	52,922.59
Step 2	\$	46,950.27	\$	48,124.03	\$	49,447.44	\$	52,167.05	\$	54,775.40
Step 3	\$	48,593.79	\$	49,808.63	\$	51,178.37	\$	53,993.18	\$	56,692.84
Step 4	\$	50,293.78	\$	51,551.12	\$	52,968.78	\$	55,882.06	\$	58,676.17
Step 5	\$	52,054.40	\$	53,355.76	\$	54,823.04	\$	57,838.31	\$	60,730.23
Step 6	\$	53,876.71	\$	55,223.63	\$	56,742.28	\$	59,863.10	\$	62,856.26
Step 7	\$	55,761.74	\$	57,155.78	\$	58,727.57	\$	61,957.58	\$	65,055.46
Step 8	\$	57,713.69	\$	59,156.53	\$	60,783.34	\$	64,126.42	\$	67,332.74
Step 9	\$	59,733.60	\$	61,226.94	\$	62,910.68	\$	66,370.77	\$	69,689.31
Step 10	\$	61,824.60	\$	63,370.22	\$	65,112.90	\$	68,694.11	\$	72,128.81
Step 11	\$	63,987.74	\$	65,587.43	\$	67,391.09	\$	71,097.60	\$	74,652.48
Maintenance Worker II										
	1-May-21		1-May-22		1-May-23					
	2.50%		2.50%		2.75%					
					5.50%	5.00%				
Step 1	\$	49,734.44	\$	50,977.80	\$	52,379.69	\$	55,260.57	\$	58,023.60
Step 2	\$	51,569.29	\$	52,858.52	\$	54,312.13	\$	57,299.30	\$	60,164.26
Step 3	\$	53,276.59	\$	54,608.50	\$	56,110.24	\$	59,196.30	\$	62,156.12
Step 4	\$	55,141.76	\$	56,520.30	\$	58,074.61	\$	61,268.72	\$	64,332.15
Step 5	\$	57,071.75	\$	58,498.54	\$	60,107.25	\$	63,413.15	\$	66,583.81
Step 6	\$	59,069.70	\$	60,546.44	\$	62,211.47	\$	65,633.10	\$	68,914.76
Step 7	\$	61,136.66	\$	62,665.08	\$	64,388.37	\$	67,929.73	\$	71,326.21
Step 8	\$	63,276.80	\$	64,858.72	\$	66,642.33	\$	70,307.66	\$	73,823.05
Step 9	\$	65,491.17	\$	67,128.45	\$	68,974.48	\$	72,768.08	\$	76,406.48
Step 10	\$	67,782.90	\$	69,477.47	\$	71,388.10	\$	75,314.45	\$	79,080.17
Step 11	\$	70,156.19	\$	71,910.09	\$	73,887.62	\$	77,951.44	\$	81,849.01
Operator										
	1-May-21		1-May-22		1-May-23					
	2.50%		2.50%		2.75%					
					5.50%	5.00%				
Step 1	\$	54,653.51	\$	56,019.85	\$	57,560.39	\$	60,726.22	\$	63,762.53
Step 2	\$	56,566.78	\$	57,980.95	\$	59,575.43	\$	62,852.07	\$	65,994.68
Step 3	\$	58,544.86	\$	60,008.48	\$	61,658.71	\$	65,049.94	\$	68,302.44
Step 4	\$	60,596.13	\$	62,111.03	\$	63,819.09	\$	67,329.14	\$	70,695.59
Step 5	\$	62,716.41	\$	64,284.32	\$	66,052.14	\$	69,685.01	\$	73,169.26
Step 6	\$	64,910.91	\$	66,533.68	\$	68,363.36	\$	72,123.34	\$	75,729.51
Step 7	\$	67,182.78	\$	68,862.35	\$	70,756.06	\$	74,647.65	\$	78,380.03
Step 8	\$	69,534.11	\$	71,272.46	\$	73,232.46	\$	77,260.24	\$	81,123.25
Step 9	\$	71,966.99	\$	73,766.16	\$	75,794.73	\$	79,963.44	\$	83,961.62
Step 10	\$	74,487.69	\$	76,349.88	\$	78,449.50	\$	82,764.23	\$	86,902.44
Step 11	\$	77,095.17	\$	79,022.55	\$	81,195.67	\$	85,661.43	\$	89,944.50
Lead Operator										
	1-May-21		1-May-22		1-May-23					
	2.50%		2.50%		2.75%					
					5.50%	5.00%				
Step 1				\$	64,000	\$	67,520.00	\$	70,896.00	
Step 2				\$	66,240	\$	69,883.20	\$	73,377.36	
Step 3				\$	68,558	\$	72,329.11	\$	75,945.57	
Step 4				\$	70,958	\$	74,860.63	\$	78,603.66	
Step 5				\$	73,441	\$	77,480.75	\$	81,354.79	
Step 6				\$	76,012	\$	80,192.58	\$	84,202.21	
Step 7				\$	78,672	\$	82,999.32	\$	87,149.29	
Step 8				\$	81,426	\$	85,904.30	\$	90,199.51	
Step 9				\$	84,276	\$	88,910.95	\$	93,356.49	
Step 10				\$	87,225	\$	92,022.83	\$	96,623.97	
Step 11				\$	90,278	\$	95,243.63	\$	100,005.81	