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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2021-R-066**

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**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**DENNIS P. MAHONEY**  
**MICHAEL G. MUELLER**  
**COLLEEN M. SULLIVAN**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys  
200 W. Adams, Suite 2125 Chicago, IL 60606

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

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**RESOLUTION NO. 2021-R-066**

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, on May 19, 2020, the Village of Tinley Park (“Village”) entered into a successor Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150, AFL-CIO representing certain titles employed in the Village’s Public Works department; and

**WHEREAS**, as part of the CBA, the Parties agreed to mid-term negotiations for the purposes of negotiating 2020 and 2021 wages and the creation of a double step program; and

**WHEREAS**, a true and correct copy of the Memorandum of Agreement is attached hereto as Exhibit 1; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents that said agreement be entered into by the Village of Tinley Park; and

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:**

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park, hereby approve the aforesaid agreement with said agreement to be substantially in the form attached hereto and made part of as Exhibit 1.

**SECTION 3:** The President and Clerk of the Village are hereby authorized to execute for and on behalf of the Village the aforesaid agreement.

**SECTION 4:** Any agreement, policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 6:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 3<sup>rd</sup> day of August 2021.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 3<sup>rd</sup> day of August 2021.

ATTEST

  
\_\_\_\_\_  
VILLAGE CLERK

  
\_\_\_\_\_  
VILLAGE PRESIDENT

# Exhibit 1

2021 WAGE REOPENER

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the International Union of Operating Engineers, Local 150, AFL-CIO ("Union") and the Village of Tinley Park ("Village"), collectively referenced herein as the "Parties." The Parties are signatory to a Collective Bargaining Agreement ("CBA"), effective May 1, 2018 through April 30, 2022. The Parties hereby agree as follows:

**WHEREAS**, as part of the CBA, the Parties agreed to mid-term negotiations for the purposes of negotiating 2020 and 2021 wages and the creation of a double step program; and

**WHEREAS**, the Parties have met, conferred and agreed to the below terms and conditions to modify the CBA; and

**NOW THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. A Cost of Living Adjustment of 2.0% for each of 2020 and 2021 will be paid retroactively to May 1<sup>st</sup> of each year to all employees in all titles covered by the CBA, except for the 2021 wage scale for "Part-time Maintenance" shall be as specified in Paragraph #2 below and not subject to the 2.0% Cost of Living Adjustment in 2021.
2. Effective as of May 1<sup>st</sup>, 2021, the Seasonal II title shall be renamed "Part-time Maintenance" with the following wage scale:

Step 1	\$15.00
Step 2	\$15.75
Step 3	\$16.54
Step 4	\$17.37
Step 5	\$18.24

3. Upon signature of this Memorandum of Agreement, the title "Tool and Inventory Clerk" shall be abolished and all hiring for the position will take place under the title "Maintenance Technician" with the individual assigned to Tool and Inventory. Any current "Tool and Inventory Clerk" shall have his/her title adjusted and shall be paid in accordance with the Maintenance Technician wage scale. The Maintenance Technician assigned to Tool and Inventory shall be exempt from snowplow assignment (unless anomalous emergency/management dictates otherwise) but shall be subject to and available for overtime assignments in accordance with current practice. Any bargaining unit employee may apply to be assigned to Tool and inventory. A successful applicant shall maintain the wage, step and future step progressions of his or her former position.
4. Article XXIV shall be replaced with the following:

The step progression for each job position (title) is set forth in this agreement. Employees classified in a position shall progress from each step in their job title classification to the higher steps in the classification in accordance with the provisions of this Section. An employee shall remain in his or her current step unless he or she receives at least a "meets expectations" result on his or her annual performance evaluation. A performance review that concludes the employee "meets expectations" shall result in an increase in the employee's salary by one (1) step to the next highest adjacent step to the employee's current step of his/her job classification, effective on the employee's anniversary date.

A performance review that concludes the employee "significantly exceeds expectations" shall result in an increase in the employee's salary by two (2) steps, (for example, from current Step 4 to Step 6, a "double step") for his/her job classification on the employee's anniversary date. Any employee is eligible for up to two (2) double steps during his or her tenure. Any employee who receives a double step salary increase will not be eligible for his/her second double step salary increase in the year immediately following his/her first double step salary increase. For example, an employee who receives a "significantly exceeds expectations" evaluation at the end of Step 4, shall move to Step 6, but, must only move to Step 7 the following year even if he/she again receives a "significantly exceeds expectations" evaluation. Generally speaking, "significantly exceeds expectations" findings should be no more than ten percent (10%) of employees.

Employee's receiving less than a "meet's expectations" shall not receive a step increase until such time as the employee receives at least a "meets expectations" evaluation. Employees who do not receive a step increase under this provision shall be reevaluated every six (6) months. Employees who continue to receive performance evaluations below "meets expectations" shall be subject to disciplinary action up to and including discharge.

The Village agrees to provide an employee with his/ her evaluation within a thirty (30) day window of the employee's anniversary date. This thirty (30) day window shall not apply if an employee fails to complete his/her self-evaluation by his/her anniversary date. Should the Village not give an employee his/her evaluation in accordance with this section, he/she shall automatically receive no less than a one (1) step increase.

No employee will be eligible for a double step with their first annual evaluation.

5. The Village will provide a one-time, \$500 per employee health insurance pay-out and the Union agrees to withdraw all pending grievances.
6. This Memorandum of Agreement may not be waived, changed, modified, or varied in any manner whatsoever unless in writing duly signed by all parties.
7. This Memorandum of Agreement may be executed in multiple or duplicate copies, and each such executed copy shall be deemed to be an original.
8. All other terms and conditions of the CBA not expressly modified herein shall remain in full force and effect during the CBA's stated term.

{Signature Page Attached}

2021 WAGE REOPENER  
MEMORANDUM OF AGREEMENT

AGREED:

Village of Tinley Park

By: Michael W. Hayes

Its: Village President

Date: August, 3, 2021

International Union of Operating Engineers,  
Local 150

[Signature]  
Don P. Deird

8/25/21

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-066, "A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 3, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of August 2021.

  
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KRISTIN A. THIRION, VILLAGE CLERK