

**MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #19-76**

**AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
AND THE MCHENRY COUNTY CONSERVATION DISTRICT
REGARDING A GRIEVENCE SETTLEMENT
AND SECTION 5.7: ON-CALL/CALL OUT PROCEDURE**

WHEREAS, the Board of Trustees of the McHenry County Conservation District (hereinafter referred to as the "District") desires to settle a grievance as per the Labor Agreement with the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Local 150"); and,

WHEREAS, the current labor agreement with Local 150 expires on March 31, 2022 was approved through Resolution #19-47 on August 22, 2019; and,

WHEREAS, the current agreement included Section 5.7 On-Call/Callout Procedure; and

WHEREAS, a grievance was filed and a settlement reached regarding Section 5.7; and

WHEREAS, it is the purpose of this Memorandum of Understanding and it is the intent of the parties hereto to provide the collective bargaining group represented by the Local 150 and District management clarification regarding Section 5.7; and

WHEREAS, both parties have reached grievance settlement agreement through this Memorandum of Understanding, with a copy of said Memorandum of Understanding attached to this Resolution as "Exhibit A" therefore settles the grievance and amends the agreement approved through Resolution #19-47 as per the terms in "Exhibit A".

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the District that it is necessary, desirable, and in the best interest of the District to approve the attached Memorandum of Understanding, and the President and Secretary of the Board of Trustees are hereby authorized to execute this resolution and the Executive Director is authorized to execute said the Memorandum of Understanding/

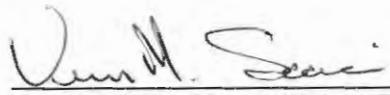
IN WITNESS WHEREOF, this Resolution #19-76 has been executed this 22nd day of October 2019 by the President and attested by the Secretary of the Board of Trustees of the District.

Ayes: 4

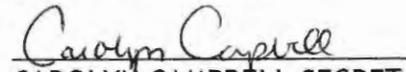
Nays: 0

Absent: 1

Abstain: 0



VERNON SCACCI, PRESIDENT
BOARD OF TRUSTEES



CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

CANDICE MARES
PUBLIC SECTOR ASSISTANT
PHONE: (708) 579-6642
FAX: (708) 387-8330
E-MAIL: CMARES@LOCAL150.ORG

September 27, 2019

Jill P. O'Brien
515 N. State Street, Suite 2800
Chicago, IL 60610-4324

RE: Memorandum of Understanding and Grievance Settlement between the International Union of Operating Engineers, Local 150 and the McHenry County Conservation District.

Dear Name:

Enclosed find a signed original of the Memorandum of Understanding and Grievance Settlement between the International Union of Operating Engineers, Local 150 and the McHenry County Conservation District. Please sign and return an executed copy back to the undersigned.

Please contact me if you have any questions.

Sincerely,

Candice L. Mares

Enclosure

cc: Deanna Distasio, Attorney
Rich Fahy, Business Representative

MEMORANDUM OF UNDERSTANDING & GRIEVANCE SETTLEMENT

This MEMORANDUM OF UNDERSTANDING & GRIEVANCE SETTLEMENT ("Agreement") is made and entered into by and among the McHenry County Conservation District ("District"), the International Union of Operating Engineers, Local No. 150 ("Union") and Steven Stabenow ("Grievant").

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Background Information:

- a. The District and the Union are parties to a collective bargaining agreement covering the period from April 1, 2019 through March 31, 2022 (the "CBA").
- b. The terms of the CBA set forth the terms and conditions of employment of the Grievant and all other similarly situated employees of the District employed in the bargaining unit referenced in Section 1.1 of the CBA.
- c. On September 3, 2019, the Union filed a Grievance on behalf of the Grievant alleging that the District violated the CBA in refusing to pay the Grievant "three (3) hours of overtime for being assigned on-call duty for the weekend of August 17 and 18, 2019". This dispute will be referred to as the "Grievance".

2. Purpose of Agreement:

- a. The Parties agreed to disagree about whether the Grievant was entitled to the amount(s) sought in the Grievance due to the past practice of the parties and based on the language in Section 5.7 of the CBA.
- b. This Agreement is entered into to confirm the parties' intentions with respect to the interpretation of Section 5.7 of the CBA following the effective date of this Agreement.
- c. The Parties also agree that any past practice that was alleged or understood to be in place prior to the execution of this Agreement related to the issues that are the subject matters of the Grievance will be eliminated upon execution of this Agreement by the Parties.
- d. The Parties agreed to resolve all issues that were or could have been raised in the Grievance in accordance with the terms of this Agreement.
- e. The Union agrees that the terms of this Agreement resolve all issues related to the Grievance as to the Grievant and as to all similarly situated bargaining unit employees covered by the CBA that filed or could have filed a grievance related to these issues prior to the time of execution of this Agreement by the Union.

3. **Resolution of Grievance:**

- a. The Grievant will receive pay equal to two hours of his overtime rate of pay (equal to 3 hours of straight time rate) to resolve all issues in the Grievance surrounding his performance of service and on-call duty on August 17 and 18, 2019.
- b. The first paragraph of Section 5.7 of the CBA will be deleted and replaced with the following:

Section 5.7: ON-CALL/CALLOUT PROCEDURE:

For purposes of this Section 5.7 only, the phrase "Regular Season" covers the period from Memorial Day to Labor Day and the phrase "Winter Season" covers the period from December 1 through March 1. The following payments are available to employees who are designated to serve in on-call status during a weekend. Employees may trade weekend on-call assignments so long as they provide notice to the employee's Supervisor of the change prior to the start of the day the on-call trade occur.

a. During the Regular Season, the Employer shall assign one (1) employee to on-call duty status each weekend on a rotating basis, based on seniority. The employee assigned to weekend on-call duty during the Regular Season shall be paid one (1) hour of overtime pay for each day on-call whether the employee actually performs work or not while on-call. As an example, an employee who is designated for on-call duty status Friday and Saturday (but not Sunday) during the Regular Season will receive two (2) hours of overtime pay for that weekend whether or not the employee actually performs work while in on-call status.

b. During the Regular Season, an employee assigned to weekend on-call duty status extending through Monday due to an actual holiday (e.g., Labor Day) will be paid one (1) hour of overtime pay for being on-call for Monday. For example, an employee who is assigned to on-call duty status on Friday, Saturday, Sunday and Labor Day (Monday) will be paid a total of four (4) hours of overtime pay for that weekend whether the employee actually performs work while on-call or not.

c. During the Regular Season, an employee who is assigned for weekend on-call duty status who actually gets called into perform work on the weekend (with or without a Monday holiday) will be paid the one (1) hour of overtime pay per day referenced above in this Section 5.7 PLUS the applicable rate of pay for the hours actually worked while in weekend on-call status (with a guaranteed minimum of two (2) hours for each day worked while on-call).

e. During the Winter Season, one (1) or more employees may be scheduled to be on call during a weekend for snow removal services if there is a measurable amount of snow in the forecast.

f. An employee scheduled for weekend on-call status during the Winter Season will receive two (2) hours of regular straight time rate of pay for each day serving in on call status when the employee is not actually called in to perform any work while in on-call status. By contrast, an employee assigned to work for weekend on-call status during the Winter Season who actually performs snow removal services while on-call will receive pay at the applicable rate for the time worked only (but not the two hours of regular pay per day while on-call).

4. **Applicability:**

The Parties agree that the terms of this Agreement are entered into as a compromise and in order to avoid further litigation or processing of any request or agreement to submit the dispute related to on-call pay stipends.

5. **Non-Admission:**

By entering into this Agreement, neither the Union nor the District is admitting any violation of the CBA or any past practice between the parties. Rather, this matter is entered into as a compromise to resolve and clarify the manner in which on-call stipends are computed in the future.

6. **Withdrawal of Grievance:**

The Grievance is considered withdrawn upon execution of this Agreement by all Parties.

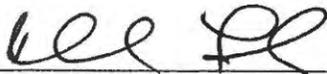
7. **Effective Date:**

This Agreement will take effect upon the signature of the Union and the Employer and the agreed upon terms shall be incorporated to the CBA between these Parties.

VOLUNTARILY AGREED TO BY:

Steven Stabenow

Date



9/26/19

Authorized Representative
Operating Engineers, Local No. 150

Date



10/23/2019

Authorized Representative
McHenry County Conservation District

Date