

<p>In the Matter of the Arbitration Between</p> <p>INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO</p> <p>Union,</p> <p>and</p> <p>CITY OF CREST HILL, WILL COUNTY, ILLINOIS</p> <p>Employer.</p>	<p>Kim Linden Pay Grievance FMCS Case No. 241113-01083</p>
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SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the International Union of Operating Engineers, Local 150, AFL-CIO (“the Union”) and the City of Crest Hill, Will County, Illinois (“the City”)(collectively, “the Parties”).

WHEREAS, on or about April 14, 2023, the Union and the City signed a Memorandum of Understanding setting Kim Linden’s hourly rate for Fiscal Years 2023-2026.

WHEREAS, on or about November 9, 2023, the City reduced Kim Linden’s (“the Grievant”) hourly rate from \$28.14 to \$26.46;

WHEREAS, on October 12, 2023, the Union filed a Grievance protesting a non-contractual reduction of wages in violation of the Memorandum of Understanding;

WHEREAS, the Parties scheduled an arbitration hearing before Arbitrator James Brennwald (“the Arbitrator”) on October 30, 2024, for the purpose of the Arbitrator issuing a decision and award binding on the Parties regarding the Grievance,

WHEREAS, the Parties desire to compromise and conclude claims and controversies arising from the Grievance,

NOW THEREFORE, the Parties agree to the following:

1. From May 1, 2024 to April 30, 2025, the Grievant’s hourly rate shall be \$28.14. This clause will apply retroactively. Within 10 calendar days of the City Council’s approval of this Settlement Agreement, the City shall make the retroactive payment to the Grievant subject to regular withholdings and deductions.

2. From May 1, 2025 to April 30, 2026, the Grievant's hourly rate shall be \$29.22, pursuant to the Administrative Clerk wage schedule, Step 7, found in Exhibit B "Wages" of the Parties' Collective Bargaining Agreement. Any future collectively bargained wage increases will be based upon Grievant's placement during Fiscal Year 2026 at Step 7 of the Administrative Clerk wage schedule

3. Upon City Council approval of the Settlement Agreement, the Grievance and the Union's demand for arbitration shall automatically be deemed withdrawn. In the event the City Council does not timely approve the Settlement Agreement, it shall immediately be rendered null and void, and the Parties agree to promptly schedule an arbitration hearing before the Arbitrator for the purpose of him issuing a decision and award binding on the Parties regarding the Grievance.

4. The Parties agree that this Settlement Agreement is non-precedential except to the extent as may be necessary to enforce its terms.

5. The Parties shall split the cost of any fee issued by the Arbitrator.

6. The Parties shall split the cost of any fee issued by the Court Reporter in connection to this Arbitration.

7. The Parties agree that this Settlement Agreement resolves any and all claims, known or that should be known, relating to the Grievance.

8. The Parties represent that the agents whose signatures appear below are fully authorized to execute this Settlement Agreement in their representative capacities.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150, AFL-CIO

CITY OF CREST HILL, WILL COUNTY,
ILLINOIS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____