

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VILLAGE OF LIBERTYVILLE

(Supervisor Unit)

May 1, 2013 through April 30, 2016

AGREEMENT

This Collective Bargaining Agreement ("Agreement") has been made and entered into by and between the Village of Libertyville, Illinois, (the "Village") and the International Union of Operating Engineers, Local 150, Public Employees Division (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

UNION RECOGNITION/MANAGEMENT RIGHTS

SECTION 1.1: RECOGNITION

The Village 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 Village's Department of Public Works, as certified by the Illinois State Labor Relations Board in No.: S-UC-13-009.

SECTION 1.2 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of their various aspects and to manage and direct employees, including the following: to determine the mission

of the Village and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into, pursuant to this Agreement; to plan, direct, control and determine all the operations and services of the Village and its various departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment; determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various reasonable rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act.

ARTICLE II

UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Authorized agents of the Union shall have access to the Village's establishment with prior notice and approval by the Village 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 Village's working schedule. Upon receipt of approval by the appropriate supervisor, such approval not to be unreasonably denied, an employee shall be allowed to attend meetings with management and/or supervisors scheduled on work time. However, all employees are encouraged to resolve their problems with their supervisors directly and as promptly as possible. Any employee allowed to attend such meetings may be recalled to work if necessary.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

One (1) Local Representative shall be allowed time off without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Village. The employee may utilize any accumulated time off (holiday, vacation days and compensatory time), in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Village agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, or fees;

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 Village 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 Village 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 Village with a listing of the employee, 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 Village 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. The hours/workdays for bargaining unit employees shall be 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch, Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. 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, with the prior consent of their immediate supervisor. The Village may change the start time for employees no earlier than 5:00 am, with at least 48 hours' notice to the employee(s). The Village agrees that this change will be

infrequent in nature and is used for reasons such as safety purposes and to avoid extreme heat. Additionally, employees may volunteer to change their shift hours at the straight time rate of pay to meet the needs of the Village in such instances as street light outage surveys and downtown road striping. Such change will be solely voluntary on the part of the employees.

C. Unless the job requirements prevent it, employees will be provided with one (1) paid fifteen (15) minute work break in the morning.

D. If unscheduled work is required during other than normal working hours, such as during snow events, and such work continues through normal meal times (assuming normal meal are approximately 6am, 12pm, 6pm) and work is expected to continue two (2) hours past a meal time, the Village will provide meals as set forth in the Village's Snow & Ice Policy. The Snow & Ice Manager shall designate times employees can break for meals. Meals will not be provided by the Village for scheduled overtime.

SECTION 4.2: OVERTIME COMPENSATION

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

A. Except as set forth elsewhere in this agreement, 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 his scheduled work hours. Overtime will be rounded up to the nearest $\frac{1}{4}$ hour.

B. Compensated time shall be counted as "time worked" for purposes of computing overtime compensation.

C. A bargaining unit employee shall be paid at two times his/her regular hourly rate of pay for all hours worked on the actual day of the holidays.

SECTION 4.3: OVERTIME DISTRIBUTION

It is agreed that the overtime work available to employees covered by this Agreement is typically of an emergency nature. The Village will assign overtime work to the employees who normally and customarily perform the work involved including, but not limited to, any snow plowing. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work non-bargaining unit Employer personnel on said overtime without violating the Agreement.

SECTION 4.4: CALLBACK

A callback is an unscheduled situation in which an off-duty employee is called in to work to perform necessary Village operations. Callback overtime does not include scheduled early call-in or being held over to the next shift or weekend duty. All callback overtime will begin upon arrival at work. Callbacks shall be compensated a minimum of three hours per occurrence at the appropriate overtime rate. If a second call comes in within the three hours of the initial callback, the employee will not be paid an additional three hours of callback pay, as long as he is still at work on the first call. If he has finished the first call and has left 600 North Avenue within the three hours and a second call comes in, he shall be compensated for a separate callback.

SECTION 4.5: ON-CALL PAY

The Village's on call assignments shall be as specified below:

A. Public Works On-Call and Holiday Duty. An assigned employee is on-call from Monday at 3:30 pm to the following Monday at 7:00 am. On call duty rotates on a weekly basis among both Supervisory and non-Supervisory Public Works employees.

B. Streets & Utilities Division. On-Call employees (which rotate weekly amongst all employees, Supervisory and non-Supervisory, in both Streets and Utilities) are responsible for all after hour calls during the week, and are required to report to work for two (2) hours on Saturday and two (2) hours on Sunday for which they receive hours of pay at 1.5 times their regular hourly rate of pay. If a designated Village holiday falls during an employee's on-call duty week, that employee is responsible for that holiday(s), will report to work for two (2) hours on that holiday(s), and will be paid for two (2) hours at 2x times their regular hourly rate of pay (in addition to the 8 hours of holiday pay). If an employee is called back at any time outside their normal hours of work the employee will receive callback pay in accordance with Section 4.4. As compensation for being on call for the week, employees shall receive three (3) hours of overtime per week (in addition to the weekend overtime work) effective upon ratification of this Agreement.

C. Fleet Services Division. An employee assigned to on-call duty shall receive a minimum of (3) three hours of compensation at 1.5 times the employee's current hourly rate of pay per week.

SECTION 4.6: COMPENSATORY TIME

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may earn/accrue up to sixty (60) hours of compensatory time at any given time. Compensatory time cannot be scheduled before it is earned.

SECTION 4.7: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest

period on or off site at the employee's discretion.

SECTION 4.8: NO PYRAMIDING

Compensation or compensatory time shall not be paid more than once for the same hours under any provision of this Section or Agreement.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment within the Village.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, 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 Village within twelve (12) months, the break in continuous service shall be removed from his/her record but there shall be no credit for the time between periods.

SECTION 5.3: SENIORITY LIST

The Village 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, unless said employee has been promoted into the Public Works Supervisory unit from the Public Works non-Supervisory bargaining unit, in which case, (assuming he has been employed for more than 12 months), he shall serve a six (6) month probationary period as set forth below. A newly hired probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required new hire probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of new hire probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Employees who are promoted from the Public Works non-Supervisory bargaining unit shall be required to serve a probationary period of six (6) months. If the employee is unable to complete the probationary period, the employee shall be permitted to return to their most recently held position, provided they are still qualified for their former position.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least forty five (45) calendar days' notice of any 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, within job classification. In the event an employee is selected for layoff,

the employee may exercise the right to bump into any classification or position, including those in the Public Works non-Supervisory bargaining unit (provided it is not a higher level position), provided that he has more seniority than any other person in that classification or position, and further provided that he is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted. Employees bumping into a position will be paid at the rate of the position he or she bumps into, and not at the rate of the position that he or she bumps from.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a recall list for twenty-four (24) months. Employees shall be recalled in seniority order, provided that he is qualified to perform the duties of the position within (5) working days, including obtaining any required licensing or certification(s). The Village 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 parties recognize and agree that the Village has an obligation to its residents and

business community to provide safe, adequate and qualified public services. The Village may discipline employees for off-duty conduct only where such conduct adversely affects the employee's performance of his work duties or ability to safely function with others in the department. A copy of all discipline notices shall be provided to the employee and the Union President.

Employees covered hereunder shall be disciplined for just cause. As a general rule, the Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral warning.
- (B) Written reprimand.
- (C) Suspension with or without pay.
- (D) Dismissal.

However, the Village shall retain the right to invoke discipline that it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke either a suspension or dismissal without oral warning or written reprimand should the seriousness of the offense warrant suspension or dismissal 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 of Public Works or his/her designee. In the case of termination, the employee will be given the opportunity to discuss the matter with the Village 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.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, the employee may request that a Union steward be present during such discussions.

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 PUBLIC WORKS

The Union or employee may submit a written grievance to the Director of Public Works 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/designee shall submit a written response within ten (10) business

days of the conference. If the conference is not scheduled, the Director/designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Director/designee does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at Step One, the Union or employee may advance the written grievance to the Village Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The Village 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 Village Administrator/designee shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Village Administrator/designee shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Village Administrator/designee 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, either the Union or the Village may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The party referring the matter to arbitration, either the Union or the Village, 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 Village, 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, a copy of which is attached hereto as **Exhibit A**. 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.

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 Village's last answer will be considered settled on the basis of the Village's last answer and shall not be eligible for further appeal.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representative shall be designated by the Union as Steward. One (1) duly authorized bargaining unit representative shall be designated by the Union as Alternate Steward. The Union will provide written notice to identify these Stewards.

ARTICLE IX

LEAVES

SECTION 9.1: Holidays

The Village recognizes seven (7) designated holidays. The following is the list of official Village holidays and shall be observed on the day stipulated below:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official Village holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official Village holiday. Holidays will begin at midnight and end at 11:59 p.m. on the day observed as the official Village holiday. Employees who work on a Village designated holiday shall be compensated at a rate of two times the employee's regular hourly rate of pay in addition to the eight hours of straight time holiday pay.

SECTION 9.2: Vacation

Full-time employees accumulate vacation leave in the following manner:

After one full year of employment, an employee shall receive ten working days of vacation. An employee may request to utilize accrued vacation time after they have completed

six (6) full months of consecutive employment. Employees shall continue to be eligible for ten days of vacation on an annual basis for their first five (5) years of employment.

After completing five (5) years of employment, an employee receives fifteen working days of vacation per year.

After completing thirteen (13) years of employment, an employee receives twenty working days of vacation.

After completing twenty (20) years of employment, an employee receives twenty-five working days of vacation per year.

The Village Administrator has the sole discretion to increase vacation accruals at time of hire or during an employee's tenure. A probationary employee begins accruing vacation leave on his first day of employment, although he cannot use it until the completion of six (6) months of employment. Exceptions to this restriction will be considered on a case-by-case basis based on a recommendation from the department head, with final approval by the Village Administrator or his designee.

An employee's use of his accrued vacation leave shall be subject to the needs of the Village, with scheduling and approval by the employee's department head or his designee, such approval and scheduling not to be unreasonably denied. Particular regard shall be given to the seniority of employees when selecting vacation. Holidays which occur during an employee's vacation shall be charged as holidays and not against the employee's accrued vacation leave balance. Carry over vacation should be taken during the employee's anniversary year. A regular full-time employee may carry over vacation leave up to a maximum of five (5) days unless authorized in writing by the Village Administrator. An employee who resigns or is discharged, will receive all accumulated vacation leave upon separation of employment with the Village.

Any accumulated vacation leave will be paid out in a lump sum the pay period following the employee's last day of work.

SECTION 9.3: Personal Days

Full-time employees will receive six (6) personal days as of their anniversary date. Personal days are earned as of the employee's anniversary date and may not be carried over from year to year. New employees receive six (6) personal days on the first day of employment and thereafter on their anniversary date. An employee's use of personal days is subject to scheduling and approval by his department head or his designee. Employees are encouraged to use personal days in a minimum of four (4) hour increments. The department head or his designee reserves the right to deny the use of personal days if it may adversely affect Village operations. Unused personal days are not paid at separation of employment. In the event an employee resigns or is terminated during the first year of employment and has used all six personal days, the employee must reimburse the Village based on accruing one personal day every two months.

SECTION 9.4: Snow & Ice Season

The following applies to all personnel assigned snow and ice control duties. Between November 1st and March 31st, the snow and ice season, paid leave (vacations, personal days, and compensatory time) will be restricted for all personnel assigned to snow and ice control operations within the Public Works Department. Paid leave will only be granted if, in the opinion of the Superintendent of Streets & Utilities or the Director of Public Works, the Department's ability to adequately perform snow and ice control operations will not be affected. Requests for paid leave must be submitted on the Leave Request Form. Listed below is the procedure to be followed during the snow and ice season with respect to leave requests.

1. An excused paid leave is time off (vacation, personal, and compensatory time only)

granted with the understanding that the employee is excused from any snow and ice call out.

2. An employee may request time off from their regular work day, but must notify the Superintendent of Streets & Utilities if he/she will be available for call out after normal working hours.

3. A maximum of one (1) employee will be approved for excused paid leave during the same time period, unless otherwise approved by the Superintendent of Streets & Utilities.

4. Employees can request up to five (5) working days off during the snow and ice season. Requests for more than five (5) days off during the snow and ice season will be considered on a short-notice basis with approval depending on weather forecasts.

It should be understood that all paid leave requests submitted during the snow and ice season will be considered for approval based on the availability of manpower and the operational requirements of the Department. Leave requests should be submitted to the Superintendent of Streets & Utilities by the first Friday of November. Employees shall their first and second choices for leave. If more than one (1) paid leave request is received during the same period those with seniority (length of service) will be given first preference. Should a leave request conflict exist between two (2) or more employees; the employee that has not taken a previous leave will be given priority.

SECTION 9.5: Sick Leave

Sick leave is not a privilege which an employee may use at his discretion. Sick leave shall be allowed only for actual sickness or disability of the employee, or care for the employee's immediate family as provided for herein. Sick leave may not be converted into any other form of compensation, except as provided for herein.

Employees shall accumulate sick leave at the rate of one regular work day for each full month of employment. Sick leave may be accumulated to a maximum of two-hundred-forty (240) work days. Sick leave shall not be accumulated during any period an employee is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence

unless otherwise required by state or federal law. There shall be no such limitation on the accumulation of sick leave due to work-related injuries or illnesses compensable under Workers' Compensation. Employees on paid leave will continue to accrue sick leave benefits.

Notice of absence due to illness or disability shall be given by the employee to the immediate supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. Each department head shall have the authority to establish reasonable departmental rules governing notification of an absence prior to the starting time of the work day on the day of the absence. During any period of illness or disability, an employee must contact his immediate supervisor on a daily basis to report an absence, unless the employee is directed otherwise by his department head. Failure to report on a daily basis or as otherwise directed by the department head may result in loss of pay and discipline, up to and including discharge.

An employee shall not engage in any other employment during the time he is using accrued sick leave. Time off taken as sick leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12) week entitlement.

When an employee uses more than three consecutive sick leave days, the Village may require a certificate from a physician to: attest to the illness or disability; and/or attest that the employee is fit to return to duty. When an employee is reasonable suspected of sick leave abuse, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense. Sick leave abuse will not be condoned by the Village or the Union and shall be cause for discipline, up to and including discharge.

Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work

hours, accumulated sick leave or other forms of accumulated leave may be used subject to the operating needs of the department and with prior supervisory approval, such approval not to be unreasonably denied.

The Village has established a Retiree Health Savings (RHS) program to pay for health insurance costs during retirement. An employee who retires with 20 years of consecutive employment and at least 720 hours of accrued sick leave is eligible to receive a contribution to their RHS account on a tax-exempt basis to the extent permitted by federal, state and local regulations. Participation in the RHS is mandatory for all employees. Maximum contributions will be: effective May 1, 2010 up to 765 hours compensation. In no event will the payment of accrued sick leave exceed the actual amount of accrued sick leave of the employee.

An employee may use accrued sick leave in the event of an illness or disability involving a member of his immediate family. Leave may be granted provided one or more of the following circumstances exist: it is necessary or required that the employee provides care to that immediate family member; it is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment; or requiring the employee to report to work would cause a serious hardship on the family member. Each request for this family sick leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the department head. Verification that sick leave was used for its intended purpose within this subsection for any absence, regardless of term, must be furnished by the employee if requested by the department head. Failure to provide verification shall be grounds for leave of absence without pay and disciplinary action, up to and including discharge. Time off taken as sick leave, which is

attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement.

Employees who are injured on the job and unable to work may be eligible for Workers' Compensation benefits. An employee who sustains a work-related illness or injury which has been determined to be compensable under the Workers' Compensation Act shall be compensated in the following manner:

The Village will provide compensation to an employee who is unable to work in any capacity which, together with Workers Compensation payments, is equal to his regular salary for a period not to exceed twelve (12) months.

During this twelve month period, the employee will continue to be eligible to receive general wage adjustments, insurance and accrue benefits as provided elsewhere within this Agreement. Time off attributable to a work-related illness or injury will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement. If an employee is unable to return to work in any capacity at the end of the twelve (12)-month period, the Village Administrator may review the employee's status regarding continued compensation. This review will be performed on a case-by-case basis and may result in the employee receiving compensation equal to 66 % of his salary as mandated by state law. The decision of the Village Administrator is final.

If an employee is unable to return to work at the end of the twelve (12)-month period, the employee may elect to either:

Use accrued leave time in order to continue to receive compensation in addition to any continued Workers Compensation payments. Apply for disability benefits with his respective pension plan. An employee should check the rules of his respective pension plan regarding

disability benefits. After the Village ceases to pay any compensation to the employee, any continuing Workers Compensation payments shall be remitted directly to the employee, as well as any settlement for a partial or permanent disability. There will be no other benefits provided to the employee except for those set forth in this section. Once the employee has exhausted these benefits, he will not be entitled to any additional benefits. Under no circumstances shall compensation be paid in excess of the employee's regular salary.

In the event that the employee's injury is determined not to be compensable under Workers' Compensation, the employee shall use accrued leave time in order to receive compensation. After an employee has exhausted his accrued leave time and any FMLA benefits, he may apply for disability benefits with his respective pension plan.

(Village's sick leave buy back benefit will no longer be offered for employees hired after 6/1/12 per Section 11.5)

SECTION 9.6: Jury Duty Leave

An employee must submit a copy of his jury duty notice to their department head immediately upon receipt and shall be granted a leave of absence for required jury duty. An employee shall forfeit jury duty pay to the Finance Department and then shall receive his regular salary for the period of jury duty. No overtime will be paid for any jury duty. An employee may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. An employee is entitled to retain jury duty pay when such duty is served on a regularly-scheduled day off.

An employee required to appear in court on behalf of the Village will receive his regular pay minus any remuneration. Any remuneration provided to the employee must be turned in to the Finance Department and signed over to the Village of Libertyville. A non-exempt employee

required to appear in court past his regular work day will be compensated at one and a half (1.5) times his regular hourly rate of pay. An employee who must appear in court for personal legal issues must use his available leave time.

SECTION 9.7: Military Leave

Military leave shall be provided in accordance with applicable law.

SECTION 9.8: Funeral Leave

An employee shall be eligible for paid bereavement leave if attending the funeral of a family member in accordance with the following schedule: Up to three (3) regular work days. For purposes of bereavement leave, family member is defined as the employee's spouse, children (including stepchildren) mother, father, brother and sister, (including step brother and step sister), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, (and any relative living within the employee's home who was under the care of the employee at the time of death). Upon recommendation of the Village Administrator this period may be extended through the use of vacation leave or compensatory time for unusual circumstances. Extension of this policy to non-family members is subject to the approval of the Village Administrator. In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or leave of absence without pay, subject to the approval of the department head.

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 Village 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 Village 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 Village 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 10.3: PROTECTIVE CLOTHING

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

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.1: GENDER

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

SECTION 11.2: UNIFORMS

Full time employees have an on-site washer and dryer to use to clean uniforms. Short

sleeve standard issue T-shirts will be provided by the Village and will be washed and maintained by the employee. Uniforms are required to be properly worn at all times while on duty.

Bargaining unit employees are allowed the choice of five (5) navy blue polo shirts, (5) five safety yellow t-shirts or a combination of the former and latter annually. Any other combination of shirts purchased for personnel must be approved by the Director of Public Works or his designated representative.

In the interest of employee comfort during hot weather, shorts will be permitted to be worn between May and September. Wearing of shorts places a great deal of responsibility on the employee to use common sense and good judgment. Employees must have proper leg protection apparel (Village issued long pants or overalls) available at the job site in the event it is necessary to perform or undertake a hazardous task during the workday.

Uniform shirts are required to be worn at all times; either long or short sleeves depending on the weather or type of work activity. It is recommended that Village issued shirts be worn tucked in. Altering of uniforms (i.e. cut off sleeves or pant legs) is not authorized.

Hats, if worn, shall be of standard department issue. Hats should only be worn backwards as a matter of necessity.

Bargaining unit employees are required to wear safety steel toe boots while on duty unless otherwise authorized by the division head. Employees are provided reimbursement for safety boot purchase based on approved budget amounts. The division and/or assistant division head will verify that replacement is warranted and reimbursement will be authorized upon proof of purchase. Employees are encouraged to purchase safety boots at a location where the Village has an existing account. The Street Supervisor shall have a \$300 annual boot allowance and all other full time bargaining unit employees have a \$150 annual boot allowance.

Wearing of Village uniforms when off duty and for leisure wear is not allowed.

Village supplied jackets/coats shall be worn by maintenance employees and other authorized employees as weather dictates.

Designated bargaining unit employees shall be supplied with Personal Protective Equipment, P.P.E. (i.e. waterproof boots, rain gear, coveralls, gloves) as needed for purpose of employee protection and safety. Replacement of these items will be authorized upon inspection by the division and/or assistant division head of the worn out equipment, approval that replacement is justified and turn-in of old equipment.

Weekend Duty personnel must wear the Village uniform per policy and procedures listed above when performing work tasks beyond the normal working hours.

SECTION 11.3: LICENSE/CERTIFICATION REIMBURSEMENT

The Village shall reimburse all bargaining unit employees to carry any licenses and/or certifications required a) by the job description for the job they hold with the Village; or b) as the Village may otherwise require and any renewals or necessary endorsements and professional affiliations.

SECTION 11.4: DRUG AND ALCOHOL TESTING

The drug & alcohol policy in effect for all bargaining unit employees required to have a Commercial Drivers' License is made part of this agreement and is incorporated by reference. Application of this policy is subject to the Grievance Procedure.

SECTION 11.5: MAINTENANCE OF ECONOMIC BENEFITS

All benefits that are not set forth in this Agreement and are available to the Village's non-union employees generally will be provided under same terms and conditions as offered to the Village's non-union employees as the Village may in its sole discretion determine from time to

time. However, the Village's sick leave buy back benefit will no longer be offered for employees hired after 6/1/12. This provision shall not apply to any salaries, bonuses or other cash compensation unless specified elsewhere in the contract.

ARTICLE XII

CONTRACTING OUT AND SUBCONTRACTING

The rights of contracting or subcontracting remain vested in the Village. Upon deciding to subcontract beyond current practices and except in case of an emergency, the Village agrees to provide to the Union notice of the subcontracting and shall, upon the Union's timely request, meet and discuss with the Union. Failure to timely request such meeting shall act as a waiver of the Union's rights to meet and discuss the anticipated impact of the subcontracting.

ARTICLE XIII

NON-DISCRIMINATION

SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION

Both the Village and the Union agree not to discriminate against any employee on the basis of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable dismissal from military service. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

SECTION 13.2: UNION ACTIVITY

The Village 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 either grieved through arbitration or processed through other competent jurisdictions.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

SECTION 14.1: NO STRIKE

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

SECTION 14.2: NO LOCKOUT

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

ARTICLE XV

FILLING OF VACANCIES

SECTION 15.1: POSTING

Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 15.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Village will fill those vacancies by employing the most senior employee who meets the qualifications for the position. If the Village determines that no bargaining unit employee meets the qualification for the position, the Village may interview and hire outside applicants.

ARTICLE XVI

INSURANCE

Beginning on July 1, 2013 all Village-paid insurance (including but not limited to medical, prescription drug, dental, vision, disability, etc.) shall cease and insurance coverage shall be provided exclusively by the Midwest Operating Engineers Local 150 Health and Welfare Fund (the "Fund"). Effective July 1, 2013, the Village's sole obligation with regard to insurance shall be to contribute to the Fund \$525 per month for employees electing individual coverage and \$1450 per month for employees electing family coverage. These rates shall increase as follows:

May 1, 2014 - \$575 (single)/\$1500 (family)

May 1, 2015 - \$600 (single)/\$1600 (family)

All bargaining unit employees must select the Union plan and will not be permitted to return to the Village's plan during the life of this contract. The Village agrees to continue its life insurance plan for bargaining unit employees.

ARTICLE XVII

WAGE RATES

Wage Schedule is attached as **Exhibit B**. All step increases shall be annually, following a performance evaluation, starting with the employee's date of hire (if hired directly into Supervisor unit, otherwise steps shall be given on promotion date to the Supervisor unit). The employee shall receive their full step increase with the fulfillment of a satisfactory evaluation stating achievement of minimum job requirements.

ARTICLE XVIII

SAVINGS CLAUSE

In the event any Article, Section, or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XIX

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the management rights clause, Article I. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, so long as said issue was or should have been known by either party at the time this Agreement is signed.

ARTICLE XX

TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 2016. 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, unless mutually agreed.

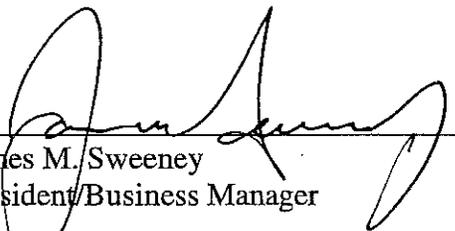
IN WITNESS WHEREOF, the parties have executed this Agreement this 26 day of

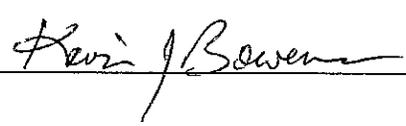
June

, 2013 in the Village of Libertyville, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,

VILLAGE OF LIBERTYVILLE


James M. Sweeney
President/Business Manager


Kevin J. Bowen


Kenneth Edwards
Field Attorney/Organizer

