

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**VILLAGE OF LIBERTYVILLE
(Parks Maintenance Division)**

May 1, 2015 through April 30, 2019

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-RC-14-103.

SECTION 1.2: NEW JOB TITLES/POSITIONS

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new job titles/positions pertaining to work of a nature performed by

employees within the bargaining unit. In the event there is a need for the establishment of new job titles/positions including rates of pay, there will be a meeting for the purpose of establishing such job titles/positions and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Village may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Village, such rate shall be retroactive to the start of work in the new job title/position. In case the parties cannot agree on wages, and/or terms and conditions of employment for a new job title/position, the parties agree that such matter(s) shall be subject to the arbitration provisions set forth in this agreement.

SECTION 1.3: 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

Two (2) Local Representatives 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 (vacation days, personal days), in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Village shall provide space for one Union bulletin board at each work location. The board shall be for the sole and exclusive use of the Union.

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 the Parks Maintenance Division bargaining unit employees and the Sports Complex Department's bargaining unit employees shall generally be 6:30 a.m. to 3:00 p.m., with a one-half (1/2) hour unpaid lunch, Monday through Friday, however, hours/workdays are variable based on the operations of the Village. 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 3:00 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. 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 (1 ½) times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week or outside of the normal work day as set forth in 4.1(B). Overtime will be rounded up to the nearest ¼ 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. It is the intention of the parties that to the degree practical, overtime will be distributed equitably among the employees in the same job classification within the Department. 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 544 North Avenue or 1950 N. Rte. 45 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 Parks Maintenance Division's On Call assignments, are as specified below:

- A. The Parks Maintenance Division's Village Arborist, is on call Monday at 3:00 pm, to the following Monday at 6:30 am, for the time period between the holidays of Memorial Day and Labor Day.

1. If the Village Arborist is unavailable anytime during the time specified above (ex. -vacation), then the Assistant Village Arborist will be required to be on call for the duration of the time that the Village Arborist is unavailable.

B. The one (1) Parks employee responsible for the pool, the position formerly known as the Parks Maintenance Division's Facility Specialist and currently held by Karl Moeser, is on call from Monday at 3:00 pm, to the following Monday at 6:30 am, for the time period between the holidays of Memorial Day and Labor Day.

C. The Parks Division bargaining unit employees with the exception of the Sports Complex employees will be on call from Monday at 3 p.m. to the following Monday at 6:30 a.m. for the time period between the holidays of Labor Day to Memorial Day. They will be scheduled on a weekly rotational basis with one (1) bargaining unit employee on call per seven (7) day period. All employees will be given equal opportunities to be on call. It is also understood that employees may trade on call assignments with notice to the Village.

D. Compensation for being on call for the above employees, shall result in each receiving three (3) hours of overtime pay per week. (In addition to Weekend Duty overtime pay as described in section 4.8). If any of the above employees are called back at any time outside their normal hours of work, the employees will receive callback pay in accordance with section 4.4:

SECTION 4.6: HOLIDAY DUTY

There is the requirement that a full-time bargaining unit employee is scheduled to work on one or more of the following days, historically observed by the Village of Libertyville as a holiday. The two holidays are Memorial Day, and the Day after Thanksgiving.

In keeping with the equal distribution of overtime amongst employees, Holiday Duty will be assigned as follows:

- A. Holiday Duty will be assigned on a yearly rotational basis, so that all seven (7) full-time Parks Maintenance Division's bargaining unit employees (excluding Sports Complex employees) will have the opportunity to work the specific holiday (ex.-Memorial Day), on a rotational basis, sequentially in successive years. An employee shouldn't be required to work the same holiday two (2) years in a row, and the same employee shouldn't be required to work two (2) consecutive holidays in a calendar year. The only exception to this format would be; if the employee that is scheduled to work is unavailable for any reason and another employee voluntarily agrees to work the holiday for them.
- B. A method will be determined and documented (ex.- by seniority...) and a schedule and appropriate records will be maintained so that fairness in the equal distribution of Holiday Duty is maintained.
- C. Compensation is as outlined in Section 4.2:B. and 4.2:C.

SECTION 4.7: SNOW AND ICE SEASON/WEEKEND DUTY

PARKS MAINTENANCE DIVISION EMPLOYEES

All full-time Parks Maintenance Division employees are required to work, if the weather conditions warrant as dictated by the parameters outlined in the posted *Snow Routine* document,

a copy of which is attached hereto as **Appendix A**, during the November 1st through March 31st Snow and Ice Season in teams of two (2) on a weekly rotational basis.

- A. Two On-Call Persons, as scheduled, are required to perform snow removal/ice control operations (as outlined in the *Snow Routine* document) if an actual snow event results in one (1) inch or less of accumulated snow, or when weather conditions exist where sidewalks and road surfaces require an application of salt to eradicate ice that has formed. Compensation to each bargaining unit On-Call Person is as outlined in Section 4.2:A and includes the following provision that each of the bargaining unit employees are guaranteed and paid a minimum of three (3) hours each at one and one-half times (1 ½) their respective hourly rates of pay.
- B. When the weather conditions result in a snow event where snow has/will accumulate more than one (1) inch, the On-Call Persons are directed by the *Snow Routine* document, to call in the rest of the available full time bargaining unit employees and to assist in the remaining snow removal operation.
- C. Compensation for the non-scheduled full time bargaining unit employees, is as described in Section 4.2.A. and 4.2.B.

SECTION 4.8: MOWING SEASON/WEEKEND DUTY

PARKS MAINTENANCE DIVISION EMPLOYEES

All full time Parks Maintenance bargaining unit employees, are required to work four (4) hours each on Sundays, on a weekly rotational basis during the Mowing Season, starting on the weekend that follows Memorial Day weekend, and continuing until the weekend prior to the start

of the Snow and Ice Season which begins on November 1st. This rotation will continue in the same order as the On-Call schedule that was in place through Memorial Day weekend. The weekly rotational schedule will be subject to the following modifications:

1. Although it is the responsibility of the On-Call Person to work the Sunday that they are scheduled, they can switch with another bargaining unit employee. Notice must be provided to the Superintendent of Parks, or his designee, of the scheduling change at least 48 hours in advance. Additionally, the On-Call Person originally assigned to work the Sunday remains responsible for coverage of that Sunday (for example, if the bargaining unit employee who offered to work the Sunday in the On-Call Person's place calls out sick, the original On-Call Person is responsible for either working the Sunday or finding another bargaining unit employee to work on his or her behalf).
2. The seasonal requirements of the mowing season require the hiring of additional non-bargaining unit employees to work on a seasonal basis. The seasonal employees are included in the weekly rotational schedule, and participate with the full time On-Call Person.
3. There will be no substitution of seasonal non bargaining unit staff for full time bargaining unit employees that make up the On-Call Person roster.
4. The Village may utilize seasonal non-bargaining unit members on the same basis as prior to entering into this Agreement.

5. When seasonal employees are available, they will be added to assist full-time bargaining unit employees. When seasonal non-bargaining unit employees are no longer available, the On-Call Person will continue the weekly rotational schedule in the manner in which it started. They will proceed and adhere to the guidelines established in Section 4.8.
 - A. Compensation to each full time bargaining unit employee is as outlined in Section 4.2:A and includes the following provision that each On-Call Person is guaranteed and paid four (4) hours each, at one and one-half (1 ½) times their respective hourly rates of pay for four (4) hours of work time.
 - B. Bargaining unit employees are referred to in this Section as "On-Call" for the purposes of using the On-Call rotational schedule but are only On-Call and paid On-Call Pay as outlined in Section 4.5:C. (Labor Day through Memorial Day).

SECTION 4.9: 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 4.10: 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. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Employees who are promoted within the bargaining unit shall be required to serve an additional probationary period of 90 days. 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 (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 five (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 party may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin or Indiana.

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 **Appendix C**. 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

Two (2) duly authorized bargaining unit representatives shall be designated by the Union

as Stewards. The Union will provide written notice to identify the 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. The Village may not approve vacation requests from more than two (2) Parks Maintenance Division employees and one (1) Sports Complex employee for the same or overlapping time periods. Particular regard shall be given to the seniority of employees when selecting vacation.

Employees wishing to take five (5) or more consecutive days off between November 1 and January 2 must submit their requests on or before October 1. Such requests will be approved subject to the operational needs of the Village (and with regard to whether the employee has taken time off between [November 1 and January 2] in the prior three (3) years should more than one employee request that time off)

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.

Once an employee submits a vacation request, it shall be approved or denied within five (5) working days. Failure to answer will result in automatic approval. Once approved vacation cannot be revoked without the consent of the employee.

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: Mowing Season

The following applies to all assigned Park maintenance duties (i.e. not employees assigned to sports complex duties). Between Memorial Day and November 1st (the Mowing Season), paid leave (vacations, personal days) will be restricted for all personnel assigned to Park maintenance operations within the Park Maintenance Division. Paid leave will only be granted if, in the opinion of the Superintendent of Parks or the Director of Public Works, the Division's ability to adequately perform Park maintenance 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 Mowing Season with respect to leave requests.

1. An excused paid leave is time off (vacation and personal days only) granted with the understanding that the employee is excused from any Park maintenance operations.
2. A maximum of two (2) employees may be approved for excused paid leave during the same time period, unless otherwise approved by the Superintendent of Parks.
3. Employees can request up to ten (10) consecutive working days off during the Mowing Season. Requests for less than five (5) days off during the Mowing Season, will be considered on a short-notice basis with approval depending on Park maintenance operational needs.

It should be understood that all paid leave requests submitted during the Mowing Season

will be considered for approval based on the availability of manpower and the operational requirements of the Department. Employees shall have their first and second choices for leave. If more than one (1) paid leave request is received by the Village for the same or overlapping time periods, the employee with seniority (length of service) will be given first preference.

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, insulated snow boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses.

These Village issued items are to be used strictly for Village operations and shall not be used outside of work. Replacement of these items will be authorized by the Division Head or designee upon inspection of the worn out protective gear/clothing, confirming that replacement is justified and the old item is turned in. The employee is responsible to replace these items if they are lost.

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

Each full time bargaining unit employee is required to wear a Village provided uniform.

Each full time bargaining unit employee receives eleven (11) sets of uniforms. One set of uniforms consists of one (1) pair of long pants and one (1) shirt.

The Village negotiates a multi-year contract with a uniform service to provide the uniforms and to launder the uniforms on a weekly basis. There is no cost for this service to any of the full time bargaining unit employees covered by this agreement.

Upon establishing a contract with a uniform service, and/or renewing a contract with an existing uniform service, a full time bargaining unit employee has the opportunity to determine what type of shirt, either long or short sleeve or a combination of both, and what the quantity of each type would be.

The Village also provides short sleeve standard issue t-shirts that are washed and maintained by the employee. Each full time bargaining unit employee will be given three (3) Division specific t-shirts (color scheme and appropriate Division insignia) per fiscal year.

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.

Maintenance 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. All full time 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.

Maintenance employees and other designated 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 employees to carry any licenses and/or certifications a) by the job description for the job they hold with the Village; or b) as the Village may otherwise require the cost of the license/certification, 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

The Village shall maintain the current insurance package on terms as are provided generally to other Village employees through and including April 30, 2015. Beginning on July 1, 2015 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, 2015, the Village's sole obligation with regard to insurance shall be to contribute to the Fund \$600 per month for employees electing individual coverage and \$1600 per month for employees electing family coverage.

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.

Reopener in 2016: The parties agree to reopen this Agreement on or before May 1, 2016 to negotiate the terms of health benefits for May 1, 2016 – April 30, 2017, May 1, 2017 – April

30, 2018, and May 1, 2018 – April 30, 2019.

Patient Protection and Affordable Care Act Indemnity: The Union shall indemnify, defend and hold harmless the Village, all of its past, present, and future elected officials, trustees, commissioners, officers, administrators, members, attorneys, representatives, fiduciaries, affiliates, agents, insureds, and employees from and against any and all responsibility, claims, demands, actions, complaints, suits, penalties, excise or other taxes, or any other form of liability under the Patient Protection and Affordable Care Act (including but not limited to the “Cadillac plan tax” under Code Section 4980I and the “employer shared responsibility” penalties under Code Section 4980H) that may arise out of or by reason of any action taken or not by the Union, the Local 150 Welfare Fund and/or the Village in connection with providing health benefits to bargaining unit members.

ARTICLE XVII

WAGE RATES

Wage Schedule is attached as **Appendix D**. All step increases shall be annually, following a performance evaluation, starting with the employee’s date of hire. 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 to either party at the time this Agreement is signed.

ARTICLE XX

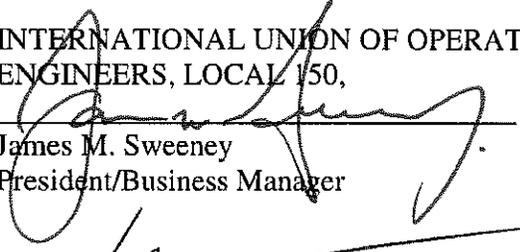
TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 201⁹. 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

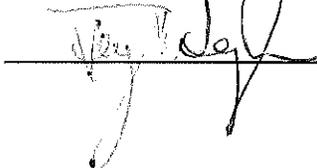
the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this revised Agreement this 23
day of June, 2015 in the Village of Libertyville, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,


James M. Sweeney
President/Business Manager

VILLAGE OF LIBERTYVILLE




Kenneth Edwards Field Attorney/Organizer

EXHIBIT A

Snow Routine

Winter 2012/2013

The weekend crew should call in everyone if there is more than 1" of snow

Everything gets cleared on weekends if over 1" of snow has fallen; exceptions are facilities that won't be open.

Check bulletin board for recreation events in buildings before leaving the shop

All entrances at the parking garage get cleared all the time

Walkway along Rte. 21 in front of Cook gets cleared whenever the larger snow throwers go out.

Someone stays behind until everyone returns to the shop after snow removal.

The gate entrance to the preschool play area at Riverside clubhouse gets cleared during the week

The alley next to the bank gets cleared when the bank area is cleared.

Knock down icicles from Bolander office roof lines and salt walk

Weekend snow removal duty

Saturday

- Police dept. front ramp and stairs and back ramp
- Corners
- Mansion steps and ramp for holiday tours
- Village Hall – front, back, bank area and alley
- Bolander all of it to shed door
- Adler front and side doors and walks
- C-house walk to front and back doors

Sunday

- Same as Saturday
- Except no Village Hall-

HOPE Local 150 and the Village of Libertyville - Parks

| Title | 5/1/2014 | | | | | | | | | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Y-1 | Y-2 | Y-3 | Y-4 | Y-5 | Y-6 | Y-7 | Y-8 | Y-9 | Y-10 | Y-11 | Y-12 | Y-13 | Y-14 | Y-15 | Y-16 | Y-17 | Y-18 | Y-19 | Y-20 |
| Parks Maintenance Technician I | \$32,280 | \$33,067 | \$33,853 | \$34,740 | \$35,609 | \$36,499 | \$37,412 | \$38,347 | \$39,306 | \$40,288 | \$41,295 | \$42,328 | \$43,385 | \$44,471 | \$45,583 | \$46,722 | \$47,890 | \$49,087 | \$50,315 | \$51,572 |
| Parks Maintenance Technician II, Assistant | \$41,294 | \$42,326 | \$43,385 | \$44,469 | \$45,581 | \$46,720 | \$47,888 | \$49,086 | \$50,313 | \$51,571 | \$52,860 | \$54,181 | \$55,545 | \$56,924 | \$58,347 | \$59,805 | \$61,301 | \$62,834 | \$64,405 | \$66,015 |
| Arborist, Parks Specialist | \$46,721 | \$47,889 | \$49,086 | \$50,313 | \$51,571 | \$52,861 | \$54,182 | \$55,537 | \$56,925 | \$58,348 | \$59,807 | \$61,302 | \$62,835 | \$64,405 | \$66,016 | \$67,665 | \$69,358 | \$71,092 | \$72,869 | \$74,691 |
| 5/1/2015 | | | | | | | | | | | | | | | | | | | | |
| Parks Maintenance Technician I | \$32,744 | \$33,592 | \$34,402 | \$35,282 | \$36,189 | \$37,047 | \$37,973 | \$38,972 | \$39,895 | \$40,893 | \$41,915 | \$42,963 | \$44,037 | \$45,138 | \$46,266 | \$47,423 | \$48,609 | \$49,824 | \$51,069 | \$52,346 |
| Parks Maintenance Technician II, Assistant | \$41,913 | \$42,961 | \$44,035 | \$45,136 | \$46,265 | \$47,421 | \$48,607 | \$49,822 | \$51,067 | \$52,344 | \$53,653 | \$54,994 | \$56,369 | \$57,778 | \$59,223 | \$60,703 | \$62,221 | \$63,776 | \$65,371 | \$67,005 |
| Arborist, Parks Specialist | \$47,432 | \$48,607 | \$49,823 | \$51,066 | \$52,345 | \$53,653 | \$54,995 | \$56,370 | \$57,779 | \$59,223 | \$60,704 | \$62,222 | \$63,777 | \$65,371 | \$67,006 | \$68,681 | \$70,398 | \$72,158 | \$73,962 | \$75,811 |
| 5/1/2016 | | | | | | | | | | | | | | | | | | | | |
| Parks Maintenance Technician I | \$33,235 | \$34,234 | \$35,090 | \$35,967 | \$36,866 | \$37,788 | \$38,732 | \$39,701 | \$40,693 | \$41,710 | \$42,753 | \$43,822 | \$44,918 | \$46,041 | \$47,192 | \$48,371 | \$49,581 | \$50,820 | \$52,092 | \$53,393 |
| Parks Maintenance Technician II, Assistant | \$42,732 | \$43,820 | \$44,916 | \$46,039 | \$47,190 | \$48,370 | \$49,579 | \$50,818 | \$52,089 | \$53,391 | \$54,726 | \$56,094 | \$57,496 | \$58,934 | \$60,407 | \$61,917 | \$63,465 | \$65,052 | \$66,678 | \$68,345 |
| Arborist, Parks Specialist | \$48,370 | \$49,580 | \$50,819 | \$52,089 | \$53,392 | \$54,726 | \$56,095 | \$57,497 | \$58,924 | \$60,408 | \$61,918 | \$63,466 | \$65,053 | \$66,679 | \$68,346 | \$70,055 | \$71,805 | \$73,601 | \$75,441 | \$77,327 |

| Title | 5/1/2017 | | | | | | | | | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Y-1 | Y-2 | Y-3 | Y-4 | Y-5 | Y-6 | Y-7 | Y-8 | Y-9 | Y-10 | Y-11 | Y-12 | Y-13 | Y-14 | Y-15 | Y-16 | Y-17 | Y-18 | Y-19 | Y-20 |
| Parks Maintenance Technician I | \$33,734 | \$34,918 | \$35,791 | \$36,696 | \$37,603 | \$38,543 | \$39,507 | \$40,495 | \$41,507 | \$42,565 | \$43,608 | \$44,699 | \$45,816 | \$46,961 | \$48,135 | \$49,339 | \$50,572 | \$51,837 | \$53,133 | \$54,461 |
| Parks Maintenance Technician II, Assistant | \$43,607 | \$44,697 | \$45,814 | \$46,960 | \$48,134 | \$49,337 | \$50,570 | \$51,835 | \$53,131 | \$54,459 | \$55,820 | \$57,216 | \$58,646 | \$60,112 | \$61,615 | \$63,156 | \$64,734 | \$66,353 | \$68,012 | \$69,712 |
| Arborist, Parks Specialist | \$49,538 | \$50,571 | \$51,635 | \$52,731 | \$53,850 | \$54,991 | \$56,154 | \$57,341 | \$58,561 | \$59,813 | \$61,096 | \$62,411 | \$63,758 | \$65,138 | \$66,551 | \$68,000 | \$69,476 | \$70,989 | \$72,539 | \$74,127 |
| 5/1/2018 | | | | | | | | | | | | | | | | | | | | |
| Parks Maintenance Technician I | \$34,240 | \$35,617 | \$36,507 | \$37,420 | \$38,335 | \$39,314 | \$40,297 | \$41,305 | \$42,337 | \$43,396 | \$44,480 | \$45,593 | \$46,732 | \$47,900 | \$49,098 | \$50,326 | \$51,584 | \$52,873 | \$54,195 | \$55,550 |
| Parks Maintenance Technician II, Assistant | \$44,479 | \$45,591 | \$46,731 | \$47,899 | \$49,096 | \$50,324 | \$51,582 | \$52,871 | \$54,193 | \$55,548 | \$56,937 | \$58,360 | \$59,819 | \$61,315 | \$62,847 | \$64,419 | \$66,029 | \$67,680 | \$69,372 | \$71,105 |
| Arborist, Parks Specialist | \$50,324 | \$51,583 | \$52,872 | \$54,194 | \$55,549 | \$56,937 | \$58,361 | \$59,820 | \$61,315 | \$62,848 | \$64,419 | \$66,030 | \$67,681 | \$69,373 | \$71,107 | \$72,885 | \$74,707 | \$76,575 | \$78,489 | \$80,451 |

FRANCZEK RADELET

ATTORNEYS & COUNSELORS

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AMY MOOR GAYLORD
312.786.6172
amg@franczek.com

May 19, 2015

VIA ELECTRONIC MAIL

Kenneth E. Edwards Esq.
Field Attorney/Organizer
International Union of Operating
Engineers, Local 150
6200 Joliet Road
Countryside, IL 60525-3992
Email: kedwards@local150.org

Re: IUOE Local 150 and the Village of Libertyville (Parks Maintenance Division)

Dear Ken:

As part of the contract settlement for the May 1, 2015 – April 30, 2019 Agreement in the above-referenced bargaining unit, the parties agree that the Village of Libertyville will pay each current bargaining unit employee a one-time signing bonus of \$1,500.00 upon ratification of this Agreement by the Union and approval by the Village. This bonus is being paid on a non-precedent setting basis.

If the above accurately reflects our agreement, please so indicate by signing your name below.

Very truly yours,



Amy Moor Gaylord

AMG:vtr



Kenneth E. Edwards

5/29/15

Date