

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VILLAGE OF LIBERTYVILLE**

May 1, 2021 through April 30, 2025

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## **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. Positions include Water System Operator, Equipment Mechanic I and II, Maintenance Technician and Supervisor.

#### **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 their 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.

**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 member's Union membership dues, assessments, voluntary fair share payments and/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: 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 for all bargaining unit members. From Memorial Day until Labor Day each year, the hours of work shall be 6:30 a.m. to 3:00 p.m. with a one-half hour (1/2) unpaid lunch, Monday through Friday for all bargaining unit members. 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 accomplish certain tasks. 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 Policy. The Deputy Director of Public Works or designee 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 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 their 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 provided that those employees are qualified to perform the overtime work. Qualifications shall be determined by the employee's supervisor. If the full-time personnel who would have usually worked the overtime work 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 the employee is still at work on the first call. If the employee has finished the first call and has left the North Avenue facility within the three hours and a second call comes in, the employee shall be compensated for a separate callback.

#### **SECTION 4.5: ON-CALL DUTIES**

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

A. 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.

B. Streets & Utilities Responsibilities. On-Call employees (which rotate weekly amongst all employees 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 Responsibilities. 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.

D. Parks Maintenance Responsibilities. One (1) assigned employee who performs parks maintenance functions will be on call from Monday at 3:30pm to the following Monday at 7:00am. This person is responsible for all after hour calls during the week pertaining to parks related operations. This on-call duty rotates on a weekly basis amongst all union staff. This person will also be required to work four (4) hours on the Sunday of their On-Call week for the time period of the Sunday after Memorial Day to the Sunday before November 1. This is for the purpose of Refuse pickup/Weekend Duty.

One (1) qualified maintenance technician with a Certified Pool Operator's license shall also be On-Call from the weekend of Memorial Day through Labor Day. When this person is due to work their regularly scheduled On-Call rotation during the afore-mentioned time frame they will only receive the normal On-Call pay as specified herein below.

If an employee is called back at any time outside their normal hours of work the employee will receive call back 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.

It is the intention of the parties that bargaining unit members excluding supervisors shall be cross-trained in all aspects of public works and parks maintenance functions. As employees become cross-trained, they will become eligible for the rotation referenced above. It is the ultimate intent of the parties that all bargaining unit employees shall be given equal opportunities to be on call. It is also understood that employees may trade on call assignments with notice to the Village.

**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. An employee's use of accrued compensatory time shall be subject to the needs of the Village, with scheduling and approval by the Public Works Director or his designee. Employees may use a maximum of sixty (60) hours of compensatory time within a given year (365 days), starting and ending on their individual hiring anniversary date.

**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. For the purposes of Layoff and Recall seniority shall be according to Exhibit B.

#### **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 the employee's 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 the employee has completed their required probationary period. Upon such completion, the employee 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.

Non-supervisory bargaining unit employees who are promoted to bargaining unit

supervisory positions 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 non-supervisory position, provided that the employee is still qualified to perform the duties of 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 the employee has more seniority than any other person in that classification or position, and further provided that the employee 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 the employee may then likewise exercise any bumping rights the employee 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 that the employee bumps into, and not at the rate of the position that the employee 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 the employee 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 the employee 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 Business Representative (Agent).

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 the employee's views concerning the conduct causing such disciplinary action with the Director of Public Works or the Director's 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 the Director's 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 the Administrator's 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. The party referring the matter to arbitration 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 a 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 any and all 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 the Grievant's 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**

Three (3) 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 the employee's first day of employment, although the employee 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 the Administrator's 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 the Director of Public Works 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: Leave Request**

The following applies to all personnel in the bargaining unit... Paid leave will only be granted if, in the opinion of the Deputy Director of Public Works, the Department's ability to adequately perform departmental operations will not be affected, such approval not to be unreasonably denied. Requests for paid leave must be submitted on the Leave Request Form. Listed below is the procedure to be followed 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 call out.
2. An employee may request time off from their regular workday, but must notify the Superintendent if the employee 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

It should be understood that all paid leave requests 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. Employees shall list 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 first put in the request 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. The Director of Public Works shall have the authority to establish reasonable 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 the Director of Public Works. Failure to report on a daily basis or as otherwise directed by the Director of Public Works 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 that the employee 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 reasonably 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 operational 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 Director of Public Works. 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 Director of Public Works. 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, the employee 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, the employee may apply for disability benefits with the employee's respective pension plan.

\*(Village's sick leave buy back benefit will no longer be offered for employees hired after 6/1/12 per Section 11.4)

#### **SECTION 9.6: Jury Duty Leave**

An employee must submit a copy of his jury duty notice to the Director of Public Works 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 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 Director of Public Works.

## 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, cold weather gear 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 Deputy Director of Public Works or designee upon inspection of the worn out protective gear/clothing confirming that

replacement is justified and the old item is turned in. Bargaining unit employees are responsible for replacing items that are lost.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

#### SECTION 11.1: UNIFORMS

Full time maintenance 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.

The Water System Operators and Fleet Services Mechanics 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. All other full time maintenance employees will be issued five (5) safety yellow t-shirts 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.

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 superintendent 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. Full time maintenance employees may receive a maximum boot allowance up to three hundred (\$300.00) dollars annually.

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, and 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 11.2: 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 11.3: DRUG AND ALCOHOL TESTING**

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

**SECTION 11.4: 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.

**SECTION 11.5: CDL LICENSES**

Employees shall obtain as a condition of employment a Class B Commercial Driver's License. New employees must obtain their Class B Commercial Driver's license within six months of their hire date. The Director may, in his sole discretion, extend this deadline.

Current employees who do not yet have their Class B Commercial Driver's License must obtain their Class B CDL within eighteen (18) months of contract ratification. The Director may, in his discretion, extend this deadline. If the deadline is extended, the employee's pay rate will be frozen until the CDL is obtained.

**ARTICLE XII**

**CONTRACTING OUT AND SUBCONTRACTING**

The decision to contract or subcontract remains 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 the impact of the decision to subcontract. Failure to timely request such meeting shall act as a waiver of the Union's rights.

### **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 the employee's 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.

When vacancies occur in the Supervisor position, the Village will fill those vacancies by employing the applicant that is most qualified for the position. The Village will first interview and consider internal candidates. Should the Village determine that there is no suitable internal

candidate, the Village will seek external candidates. Should there be two or more internal candidates that are qualified for the position, the Village will select the most senior applicant.

**ARTICLE XVI**

**INSURANCE**

Insurance coverage shall be provided exclusively by the Midwest Operating Engineers Local 150 Health and Welfare Fund (the "Fund").

Effective the date of contract ratification by both parties, the Village agrees to pay \$2,436.00 per month for employees who elect family coverage, \$1,597.00 per month for employees who elect single plus one coverage, and \$799.00 per month for employees who elect single coverage said amounts to be paid towards the union's health and dental insurance benefits for eligible bargaining unit employees. Each May 1 thereafter during the term of this agreement, health insurance premiums may increase up to ten (10%) percent over the previous year's premium, or the premium rate set forth by the actuaries for the Fund, whichever is lower. .

The Village may reopen negotiations for cost offsets if the cost of the Union's insurance plan increases by more than 5% year-over-year.

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 C. The parties recognize that the current bargaining agreement is transitioning from a 20-step wage scale to a 15-step wage scale effective May 1,

2021. Under the new wage scale, on May 1, 2021, current employees who are not at top-of-scale shall be placed in the step that is closest to their salary as of April 30, 2021, that results in a wage increase of at least 2.00%. Employees at top-of-scale who do not receive an increase of at least 2.00% effective May 1, 2021, shall receive a one-time lump sum bonus, not added to base wages, that is the difference between their new wage rate and 2.00%. The parties agree and understand that this is a one-time bonus that will not be repeated in future years. Wage increases shall be retroactive to May 1, 2021, for current employees and for employees who retired between May 1, 2021, and the date of ratification.

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. If an employee fails to meet minimum job requirements (fails to "meet standards"), the employee shall not receive a step increase.

The Village also reserves the right to place a newly hired employee anywhere within the step plan set forth in Exhibit C based upon that employee's qualifications and experience as determined by the Village in its sole discretion. Such decisions shall not be subject to the parties' grievance procedure.

Any employee who is certified as an arborist and who is designated by the Village to work in that capacity shall receive an additional \$1.00 per hour added to their base pay.

Any employee who is a certified pool operator and who is designated by the Village to work in that capacity shall receive an additional \$1.00 per hour added to their base pay rate.

**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**

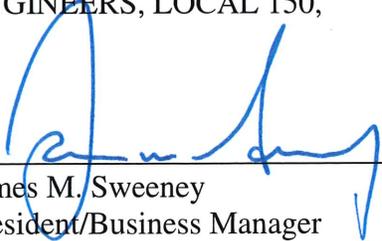
**TERMINATION**

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2025. 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 Agreement this 11<sup>th</sup> day of January, <sup>2022</sup>2021 in the Village of Libertyville, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

VILLAGE OF LIBERTYVILLE

  
James M. Sweeney  
President/Business Manager

  
Kelly A. Amadio  
Village Administrator

  
Deanna Distasio

# EXHIBIT A

# GRIEVANCE

Use additional sheets if necessary

Grievant's Name: \_\_\_\_\_  
Date Filed: \_\_\_\_\_

## STEP ONE

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) & Section(s) of Contract Violated: Including, but not limited to, \_\_\_\_\_

Brief Statement of Facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
any and all other appropriate remedies.

Given To: \_\_\_\_\_  
Time and Date: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_  
Representative's Signature \_\_\_\_\_

## EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature \_\_\_\_\_  
Positions \_\_\_\_\_

Response Recipient \_\_\_\_\_  
Date \_\_\_\_\_

## STEP TWO

Given To: \_\_\_\_\_  
Date and Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_  
Representative's Signature \_\_\_\_\_

## EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature \_\_\_\_\_  
Position \_\_\_\_\_

Response Recipient \_\_\_\_\_  
Date \_\_\_\_\_

**STEP THREE**

Reason for Advancing Grievance:

---

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Positions

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

---

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP FOUR RESPONSE**

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Employer Representative Signature

Position

Response Recipient

Date

# EXHIBIT B

SENIORITY LIST SOLELY FOR THE DEFINED PURPOSES OF  
SECTION 5.1 SENIORITY DEFINED  
**EXHIBIT B**

11/2/1987	Lambert	Jeff
11/18/1991	Goodrich	Jeff
7/27/1998	Dan	Brian
6/4/2001	Dodge	Fred
4/2/2002	Beake	Chuck
8/29/2005	Owens	Jeff
5/5/2008	Portwich	Phil
11/16/2011	Toll	Mike
5/1/2012	Conley	Mike
1/25/1999	Elliott	Steve
10/19/1998	Heurich	Dave
5/1/2000	Ayala	Rosalio
5/1/2005	Valencia	Jose
11/1/2005	Whitescarver	Dave
8/17/2018	Pierantoni	Mark
11/1/2018	Wargo	Jayson
11/4/2019	Woertz	Jeremy
1/13/2020	Marsala	Sam
4/5/2021	Loyd	Trevor
7/19/2021	Laibly	Blake
10/4/2021	Zamora	Alonzo
10/28/2021	Di Paolo	Andre
1/4/2022	Kidd	Garret

EXHIBIT C

5/1/2021 - 4/30/2022

Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$50,276.88	\$51,533.80	\$52,822.15	\$54,142.70	\$55,496.27	\$56,883.67	\$58,305.77	\$59,763.41	\$61,257.50	\$62,788.93	\$64,358.66	\$65,967.62	\$67,616.81	\$69,307.23	\$71,039.92
Equipment Mechanic 1	\$59,763.06	\$61,257.14	\$62,788.56	\$64,358.28	\$65,967.24	\$67,616.42	\$69,306.83	\$71,039.50	\$72,815.49	\$74,635.87	\$76,501.77	\$78,414.31	\$80,374.67	\$82,384.04	\$84,443.64
Equipment Mechanic 2	\$62,786.84	\$64,356.51	\$65,965.42	\$67,614.56	\$69,304.92	\$71,037.55	\$72,813.49	\$74,633.82	\$76,499.67	\$78,412.16	\$80,372.46	\$82,381.78	\$84,441.32	\$86,552.35	\$88,716.16
Water System Operator	\$59,763.06	\$61,257.14	\$62,788.56	\$64,358.28	\$65,967.24	\$67,616.42	\$69,306.83	\$71,039.50	\$72,815.49	\$74,635.87	\$76,501.77	\$78,414.31	\$80,374.67	\$82,384.04	\$84,443.64
Supervisor	\$70,334.73	\$72,093.10	\$73,895.43	\$75,742.81	\$77,636.38	\$79,577.29	\$81,566.72	\$83,605.89	\$85,696.04	\$87,838.44	\$90,034.40	\$92,285.26	\$94,592.39	\$96,957.20	\$99,381.13

5/1/2022 - 4/30/2023

Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$51,408.11	\$52,693.31	\$54,010.65	\$55,360.91	\$56,744.93	\$58,163.56	\$59,617.65	\$61,108.09	\$62,635.79	\$64,201.68	\$65,806.73	\$67,451.89	\$69,138.19	\$70,866.65	\$72,638.31
Equipment Mechanic 1	\$61,107.73	\$62,635.42	\$64,201.31	\$65,806.34	\$67,451.50	\$69,137.79	\$70,866.23	\$72,637.89	\$74,453.83	\$76,315.18	\$78,223.06	\$80,178.64	\$82,183.10	\$84,237.68	\$86,343.62
Equipment Mechanic 2	\$64,199.54	\$65,804.53	\$67,449.65	\$69,135.89	\$70,864.28	\$72,635.89	\$74,451.79	\$76,313.08	\$78,220.91	\$80,176.43	\$82,180.84	\$84,235.36	\$86,341.25	\$88,499.78	\$90,712.27
Water System Operator	\$61,107.73	\$62,635.42	\$64,201.31	\$65,806.34	\$67,451.50	\$69,137.79	\$70,866.23	\$72,637.89	\$74,453.83	\$76,315.18	\$78,223.06	\$80,178.64	\$82,183.10	\$84,237.68	\$86,343.62
Supervisor	\$71,917.26	\$73,715.19	\$75,558.07	\$77,447.02	\$79,383.20	\$81,367.78	\$83,401.97	\$85,487.02	\$87,624.20	\$89,814.80	\$92,060.17	\$94,361.68	\$96,720.72	\$99,138.74	\$101,617.21

5/1/2023 - 4/30/2024

Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$52,564.79	\$53,878.91	\$55,225.88	\$56,606.53	\$58,021.70	\$59,472.24	\$60,959.04	\$62,483.02	\$64,045.10	\$65,646.22	\$67,287.38	\$68,969.56	\$70,693.80	\$72,461.15	\$74,272.68
Equipment Mechanic 1	\$62,482.65	\$64,044.72	\$65,645.84	\$67,286.98	\$68,969.16	\$70,693.39	\$72,460.72	\$74,272.24	\$76,129.05	\$78,032.27	\$79,983.08	\$81,982.66	\$84,032.22	\$86,133.03	\$88,286.35
Equipment Mechanic 2	\$65,644.03	\$67,285.13	\$68,967.26	\$70,691.44	\$72,458.73	\$74,270.20	\$76,126.95	\$78,030.13	\$79,980.88	\$81,980.40	\$84,029.91	\$86,130.66	\$88,283.93	\$90,491.03	\$92,753.30
Water System Operator	\$62,482.65	\$64,044.72	\$65,645.84	\$67,286.98	\$68,969.16	\$70,693.39	\$72,460.72	\$74,272.24	\$76,129.05	\$78,032.27	\$79,983.08	\$81,982.66	\$84,032.22	\$86,133.03	\$88,286.35
Supervisor	\$73,535.40	\$75,373.78	\$77,258.13	\$79,189.58	\$81,169.32	\$83,198.56	\$85,278.52	\$87,410.48	\$89,595.74	\$91,835.64	\$94,131.53	\$96,484.82	\$98,896.94	\$101,369.36	\$103,903.59

5/1/2024 - 4/30/2025

Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Maintenance Technician	\$53,747.50	\$55,091.19	\$56,468.47	\$57,880.18	\$59,327.18	\$60,810.36	\$62,330.62	\$63,888.89	\$65,486.11	\$67,123.26	\$68,801.34	\$70,521.38	\$72,284.41	\$74,091.52	\$75,943.81
Equipment Mechanic 1	\$63,888.51	\$65,485.73	\$67,122.87	\$68,800.94	\$70,520.96	\$72,283.99	\$74,091.09	\$75,943.36	\$77,841.95	\$79,788.00	\$81,782.70	\$83,827.26	\$85,922.95	\$88,071.02	\$90,272.80
Equipment Mechanic 2	\$67,121.02	\$68,799.05	\$70,519.03	\$72,282.00	\$74,089.05	\$75,941.28	\$77,839.81	\$79,785.81	\$81,780.45	\$83,824.96	\$85,920.59	\$88,068.60	\$90,270.32	\$92,527.07	\$94,840.25
Water System Operator	\$63,888.51	\$65,485.73	\$67,122.87	\$68,800.94	\$70,520.96	\$72,283.99	\$74,091.09	\$75,943.36	\$77,841.95	\$79,788.00	\$81,782.70	\$83,827.26	\$85,922.95	\$88,071.02	\$90,272.80
Supervisor	\$75,189.95	\$77,069.69	\$78,996.44	\$80,971.35	\$82,995.63	\$85,070.52	\$87,197.29	\$89,377.22	\$91,611.65	\$93,901.94	\$96,249.49	\$98,655.73	\$101,122.12	\$103,650.17	\$106,241.43

September 21, 2017

**Re: Side Letter of Agreement Between the Village of Libertyville and the International Union of Operating Engineers Local 150 regarding Prolonged Weather Events**

Whereas the parties, Village of Libertyville (hereinafter "Village") and International Union of Operating Engineers Local 150 (hereinafter "Union") have entered into a Collective Bargaining Agreement (hereinafter "CBA") effective May 1, 2021 through April 30, 2025; and

Whereas the parties recognize that during prolonged weather events, which may include snow removal and ice control or any other prolonged weather related event, and which for the purposes of this Side Letter of Agreement shall be defined as those that exceed twelve (12) to (16) hours in duration, the Village may need to staff two (2) alternating full shifts in order to insure and maintain safe road conditions within the Village;

It is hereby agreed as follows:

- In the event that a shift cannot be entirely staffed by Local 150 Public Works employees who have a CDL, the Village shall utilize non-union CDL drivers to complete the staffing of the shift in accordance with Article IV, Section 4.3 – Overtime Distribution; and
- That the parties agree that the Village shall provide the appropriate training and instruction necessary to allow the aforementioned additional non-union CDL holders to perform ice control and/or snow removal in a safe and efficient manner; and
- That the parties agree that the Village shall have the sole discretion to determine whether or not the aforementioned additional non-union CDL holders are able to demonstrate the necessary levels of skill and proficiency required to safely perform ice control and/or snow removal duties on behalf of the Village and that this decision shall not be subject to arbitration; and
- That the parties further agree that the Village shall have the authority to utilize the services of non-union personnel during prolonged weather events to operate vehicles which do not require that the operator of said vehicle possess a valid CDL as part of the Village's ongoing efforts to insure public safety within the Village only after Article IV, Section 4.3 is adhered to unless agreed upon beforehand between the Public Works Director or his designee and the Union Business Representative or his designee.

This agreement is non-precedent setting.

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Kelly Amidei, Village Administrator  
Village of Libertyville

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Deanna Distasio  
IUOE Local 150