RESOLUTION NO. 18 - R - 99

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

WHEREAS, the Village of Oswego ("Village") has a population of more than 25,000 and is therefore a "Home Rule Unit" under the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

WHEREAS, it is in the best interest of the Village of Oswego to execute the agreement between the Village of Oswego and the International Union of Operating Engineers, Local 150, substantially in the form attached hereto marked as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. INCORPORATION OF RECITAL

That the recitals set forth above are incorporated here by reference.

SECTION 2. SUPPORT FOR AGREEMENT

The Village President and Village Board of Trustees are hereby authorized and directed to execute on behalf of the Village of Oswego the Agreement with the International Union of Operating Engineers, Local 150, substantially in the form attached as "Exhibit A."

SECTION 3. REPEALER

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 4. SEVERABILITY

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE

This Resolution shall be in full force and effect from and after its passage.

PASSED by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 18th day of December 2018.

RYAN KAUFFMAN	AYE	JUDY SOLLINGER	AYE
KARIN MCCARTHY-LANGE	AYE	LUIS PEREZ	AYE
PAM PARR	AYE	JOE WEST	AYE

APPROVED by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 18th day of December 2018.

GAIL E. JOHNSON, VILLAGE PRESIDENT

Tina Touchette

Tina Touchette, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF KENDALL)
AND WILL

CLERK'S CERTIFICATE
(RESOLUTION)

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 18th day of December 2018, and thereafter approved by the Village President on the 18th day of December 2018.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of December 2018.

Tina Touchette

Tina Touchette, Village Clerk
Village of Oswego

VILLAGE OF OSWEGO
CORPORATE
(Seal)
SEAL
KENDALL COUNTY, ILLINOIS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

PUBLIC EMPLOYEES DIVISION

AND

VILLAGE OF OSWEGO

PUBLIC WORKS DIVISION

May 1, 2018 through April 30, 2022

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PREAMBLE

This Agreement has been made and entered into by and between the Village of Oswego, Illinois, (hereinafter referred to as the "Employer" or "Village") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I. 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:

Section 1.1 Recognition

ARTICLE I
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 following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**INCLUDED:

All full-time and regular part-time employees in the department of Public Works, including but not limited to, the following classifications; Public Works Technician; Mechanic; Public Works Street Operations Superintendent; Grounds Services Supervisor; Field Operations Supervisor; Facilities Services Supervisor; Public Works Water Operations Superintendent; Infrastructure Inspections Superintendent; Shop Operations Superintendent.

**EXCLUDED:

All other employees of the Village of Oswego.

Section 1.2 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.3 Gender

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

ARTICLE II
UNION RIGHTS

Section 2.1 Union Activity During Working Hours

Union activities within Village facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

After requesting and receiving permission from the Director or his designee, authorized agents of the Union shall have access to the Village's establishment during working hours 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.

Section 2.2 Union Bulletin Board

The Village shall provide a Union bulletin board of at least six square feet in area in a non-public place at the Public Works Facility upon which the Union may post its official notices of a non-inflammatory nature and which are not critical of the Village or any officer or employee of the Village. A copy of all notices shall be given to the Director at the time of posting on the bulletin board. The bulletin board shall be neatly kept, and outdated material shall be removed in a timely manner.

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

Section 3.1 Dues Deductions

The Village agrees to deduct from the pay of those employees who are Union members or non-members volunteering to pay a fair share any or all of the following:

(A) Union membership dues, assessments, Pac, or fees;
(B) Union sponsored credit and other benefit programs.

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.

The Union shall certify the current amount of Union deductions.

Section 3.3 Hold Harmless

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise including attorney fees and costs) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

Section 3.5 Management Rights

Except as specifically limited by the provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees with or without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department at all times including during an event of civil emergency as may declared by the Village President, Director, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 4.1 Workday and Workweek

Employees shall be assigned to work shifts, as established by the Village, which provide 40 hours of work time (inclusive of 2 paid 15 minute breaks and one paid 30 minute lunch) each work day. Employees shall be granted a one half hour paid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to take their lunch break as soon as work demands permit. The parties will continue the current practice of on-site work breaks as work permits not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, with the permission of the on- site supervisor. Work shifts are: 7:00 a.m. to 3:00p.m. or 8:00 a.m. to 4:00 p.m. Monday through Friday except on water shut off days the Village may schedule employees to different work shift hours with later starting and ending times than

the typical work shift. In the event the Village determines it desirable to add a 9:00 a.m. to 5:00 p.m. shift it will first seek volunteers to work the shift with the requisite skills, abilities, licenses and certification. The most senior qualified volunteer will be assigned to the shift, and if insufficient volunteers are obtained, then the on-call list will be utilized, but if the Village determines the shift to be permanent, then assignments will be made among qualified employees by inverse seniority.

Employees working more than twelve (12) consecutive hours will be provided rest and meal breaks as appropriate with the permission of the Director or his designee.

By written agreement between the Director and the Steward, the shift hours may be changed on a temporary basis for certain projects.

Section 4.2 Mandatory Rest Period

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours consecutively in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he may be permitted to do so.

Section 4.3 Overtime Compensation

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

(a) Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.
(b) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays. For the purpose of this section, where the holiday is observed by the Village on a weekday, but actually falls on a weekend, the employee shall be paid double time only for working on the actual holiday itself.
(c) Time paid for but not worked shall be counted as "time worked" for purposes of computing ove1iime compensation.
(d) Regularly scheduled overtime for Saturday and Sunday work shall be a minimum of 2.5 hours in all water operations, and 2 hours for the rest of the departments.

Section 4.4 Overtime Distribution

The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, the Director or his designee(s) shall have the right to require overtime work and Employees may not refuse overtime assignments. The Village agrees to distribute overtime as equally as possible in each department first among those employees who usually perform the type of work at issue, then within the bargaining unit. The employee working on any job which extends into overtime shall have first claim on the overtime.

Scheduled overtime shall be offered to members in a fair and equitable method as needs dictate in accordance with overtime selection procedures agreed to by the parties. Generally, the process will be to seek volunteers, then the on-call person(s), then mandatory assignment of qualified employees by

inverse order of seniority. The Village reserves the right to select employees for overtime assignments based on numerous factors, including individual skills, certification, licenses, and distance from the job site.

Section 4.5 Callback

An employee who is called back to work on an assignment which does not continuously follow the employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours at the appropriate overtime rate for each call back or the actual time worked, whichever amount is greater. It is expressly agreed that a callback assignment is for a specific purpose and assignment.

Section 4.6 On-Call Assignments

The Employer will continue the practice of maintaining a rotating on call list. Employees placed on the list will receive $115 per week.

Section 4.7 Compensatory Time

In lieu of overtime pay, an employee may earn compensatory time at the appropriate overtime rate for each overtime hour worked in accordance with the Village's Personnel Policy Manual. Employees may not accumulate more than ninety (90) hours of compensatory time at any given time and in each calendar year (maximum accrual is a solid 90 hours, not a rolling 90 hours). Employees may roll over unused compensatory at the end of a calendar year to the next calendar year, with the understanding that the "rolled over" compensatory time counts toward the 90-hour limit in the following year. Compensatory time requests must be submitted in writing to the Director at least 48 hours prior to the date sought to be used, unless the Director, or designee, in his discretion authorizes the leave with less than 48 hours' notice. The Village shall not unreasonably deny use of compensatory time, and they shall generally be granted provided there are sufficient personnel to cover the Village's work requirements at no additional cost or expense to the Village. Compensatory time generally may be taken in no less than two hour increments, but the Director or designee may approve use in less than two hour increments. Employees may cash out all or some accrued compensatory time once per year.

Section 4.8 Meetings

Any employee required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of one hour of compensation. The minimum guarantee of one hour's pay shall not apply if the meetings, assignments or other programs are within one hour at the start or end of the employee's regular shift. In such instances the employee shall receive overtime pay for the time of the meeting.

Section 4.9 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

ARTICLE V
SENIORITY

Section 5.1 Seniority Defined

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit. Time spent in the armed forces on military leave of absence, authorized unpaid leaves not to exceed thirty (30) days, and time lost due to duty related disability shall be included.

Section 5.2 Breaks In Continuous Service

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, layoff without recall within 24 months, failure to return from a leave of absence, and being absent for three (3) consecutive days without reporting off.

Section 5.3 Seniority List

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

Section 5.4 Probationary Employees

An employee is probationary for the first six (6) 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 discharge or discipline.

ARTICLE VI
LAYOFF AND RECALL

Section 6.1 Definition And Notice

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least 30 days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

Section 6.2 General Layoff Procedures

In the event of a layoff, employees generally shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the effected Departments shall be laid off or terminated, as the case may be, the director and assistant director are specifically excluded from this requirement.

The Village may lay off employees out of this inverse order of seniority in a position or classification if retention of a less senior employee with the required skill ability, licenses or certifications is necessary to perform the remaining work.

Section 6.3 Recall Of Laid-Off Employees

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. After two (2) years on layoff, an employee shall lose his seniority.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works (hereinafter referred to as the "Director") or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE VII
DISCIPLINARY PROCEDURES

Section 7.1 Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause, when such is the case discipline shall be appropriate to the circumstances and the employee's work history. Discipline shall include but not be exclusive of the following progressive steps of priority:

(a) Oral warning with documentation of such filed in the employee's personnel file.
(b) Written reprimand with copy of such maintained in the employee's personnel file.
(c) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
(d) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place soon after the Supervisor's decision that discipline is appropriate. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Section 7.2 Right To Representation

Employees shall have the right to have a Union Representative present during any investigatory

meeting with a supervisor provided that the employee requests a Union Representative, and further provided that the Employee reasonably believes that disciplinary action is being contemplated. Such meeting shall be reasonably delayed if a Union Representative is not immediately available. The Union Representative must be a person outside the scope of the investigation.

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

Grievances may be processed by an employee, 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.

Nothing in this Agreement prevents an employee from presenting a grievance to the employer, and having the grievance heard and settled without the intervention of the union, provided that a union representative is afforded the opportunity to be present at any grievance conference and that any such settlement made shall be consistent with the terms of this Agreement. A copy of any settlement shall be provided to the Union. Only the Union may invoke arbitration proceedings.

Section 8.3 Grievance Steps

Step One: Director of Public Works

The Union may submit a written grievance to the Director of Public Works or his designee, within ten (10) business 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 of Public Works or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works or designee shall submit a written response within five (5) business days of the conference. If the conference is not scheduled, the Director of Public Works or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

Step Two: Village Administrator

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Village Administrator within 5 business 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 five (5) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within five (5) business calendar days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

Step Three: Village Board

If the grievance is not settled in Step two, or if a timely answer is not given, within seven (7) calendar days following the Step two answer or expiration of the time limit set forth in Step two, the grievance may be advanced to the Village President or his designee by a written appeal signed by the union. The employee and a representative of the Union (if requested by employee) will meet with the Village Board or its designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Board or its designee will give its answer in writing within seven (7) calendar days of the discussion.

Step Four: Arbitration

If the grievance remains unsettled after the response in step two three, the Union may refer the grievance to arbitration within fifteen (15) business calendar days of the Step Three response. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators. The parties shall flip a coin to determine who strikes the first arbitrator, and the winner of coin toss shall have the decision to strike first, or have the other side make the first strike, 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 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. If either party objects, another panel will be requested and another arbitrator selected.

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 arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

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.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. 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. However, the Arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of laws. Any decision rendered in conflict with the limitations of this Article shall be advisory upon the Union, employee(s) and Employer.

Any decision and award of the Arbitrator rendered consistent with this Agreement, shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

Section 8.4 Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. 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. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

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 Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for fut1her appeal, except that the pm1ies may, in any individual case (except discharge cases), extend this limit by mutual written notice. Any grievance not answered within the time limits specified at a step shall be deemed denied and automatically appealable to the next step.

Section 8.6: Attendance At Arbitration

An employee's attendance at a grievance arbitration as a witness for or representative of the Union, shall not be treated as compensable work time unless specifically agreed to otherwise by the Village Administrator, or designee. However, the Village agrees that it will permit one employee that the Union identifies as essential to the grievance to be released from work with pay for arbitration hearings.

Section 8.7: Union Stewards

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union Alternate Stewards. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX
HOLIDAYS

Section 9.1 General Information

There will be 11 recognized holidays for all full-time Employees:

New Year's Day
Martin Luther King Jr.'s Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

In addition, Employees will receive two floating holidays to be used when scheduled m advance with the Director or his designee, in accordance with current practice.

Section 9.2 Specific Applications

If a holiday falls on a regularly scheduled work day, eligible employees shall receive the day off with pay. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. Employees shall receive eight (8) hours of pay at their straight time rate for each recognized holiday. However, employees who work on a holiday shall receive double time pay for hours actually worked, in addition to eight (8) hours of straight time holiday pay. For the purposes of this section, where the holiday is observed by the Village on a weekday, but actually falls on a weekend, the employee shall be paid double time only for working on the actual holiday itself. In order to be eligible for holiday pay the employee must work the scheduled work day before and after the actual holiday unless the days are normally days off or the employee is on approved paid benefit leave. Employees absent the workday before or after the holiday shall receive holiday pay by Department Head approval, upon submission of proof of excusable absence. If a holiday falls within a properly approved vacation period, the holiday shall not count as a day of vacation. Callbacks as defined in Article IV of this Agreement, on holidays shall be paid at double time.

ARTICLE X
VACATIONS

Section 10.1 Vacation Accrual

All full-time employees shall be eligible for paid vacation time. Employees shall accrue vacation on a biweekly basis based on years of service Employees are not eligible to take vacation prior to successfully completing their probationary period.

After one year	80 hours (3.077 hours biweekly)
After three years	96 hours (3.692 hours biweekly)
After four years	104 hours (4 hours biweekly)
After five years	120 hours (4.615 hours biweekly)
After ten years	144 hours (5.538 hours biweekly)
After fifteen years	160 hours (6.154 hours biweekly)

Employees may accrue up to a maximum vacation balance of their total annual allocation plus 40 hours, known as the accrual threshold. For example, an employee with three years of service may accrue up to 136 hours. After reaching the maximum accrual amount, employees will no longer accrue vacation until their balance is below their accrual threshold.

Section 10.2 Vacation Scheduling

Vacation shall be scheduled in accordance with seniority. Vacations must be taken during the 12-month period following accrual provided that 5 days of vacation may always be carried over into the succeeding year. Sign-up for annual vacations will begin on November 1 and end on December 31 of each year. A sign-up sheet will be posted providing each employee a date on which to select vacation. Dates will be assigned according to seniority, with the most senior employee on being assigned the first date. Employees may not sign up prior to their assigned date unless all employees ahead of them have either signed up or waived their selection. Employees who miss their sign-up date may sign up at their earliest opportunity, however, no bumping will be allowed.

Vacations selected during the initial bid period shall have priority usage over all other leave time and scheduled activities, including, but not limited to, training, meetings, etc. Vacations taken in week long intervals will be allowed to include the regular days off before and after such vacation. Employees not selecting their vacation during the sign-up period may still request vacation at any time (on a form provided by the Department), however no bumping will be allowed. Vacations shall be scheduled on a first come basis. Requests to schedule a week of vacation shall be made at least 7 calendar days in advance. Requests to schedule less than a week shall be made in writing at least 2 work days in advance. The Director or his designee will consider a vacation request with less notice in a specific instance. When the leave is verbally approved at a point when the employee is not scheduled to be at work prior to taking the leave, the employee shall not be required to physically drop off the written request on his day off. Vacation may not be taken without the approval of the Director, or designee. Employees shall utilize vacation in increments of a minimum of one half (1/2) shift.

It is expressly understood that the final right to designate a vacation period and the maximum number of employees who may be on vacation at any one time is exclusively reserved to the Director or his designee in order to insure the orderly performance of the services provided to the Village. Currently the maximum number of employees allowed off at any one time for any and all advanced scheduled leave purposes is five. In the event operational needs change, the parties agree to meet and discuss the maximum number of employees who can be off at the same time. It is agreed that extended injury or illness leaves may count toward the five allowable employees off maximum, however previously approved time off requests will be honored absent an emergency.

Section 10.3 Accumulated Vacation At Separation

Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her estate.

ARTICLE XI
PERSONAL/SICK LEAVE

Section 11.1 Absence From Work

All absences from work must be reported to the Supervisor in charge at least one (1) hour prior to the employee's assigned work shift unless exigent circumstances prohibit the notice.

Section 11.2 Personal/Sick Leave Accrual

Sick leave shall accrue on a payroll period basis at the rate of six hours per month commencing on the date of hire. After four full years of service, employees shall accrue sick leave on a payroll period basis at the rate of eight hours per month. Sick leave may be taken for the employee's own illness, injury, or medical appointment or for the illness, injury, or medical appointment of his or her child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. Each year an employee may take up to 24 hours of sick leave for personal reasons when staffing and other departmental needs permit, in accordance with past practice. Sick leave is subject to accrual to a maximum of 130 days (1040 hours) and may be used at a minimum increment of two hours a day.

Section 11.3 Pension Benefit At Retirement

At retirement, an employee's Personal/Sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this Section only, employees shall be permitted to accrue Personal/Sick leave days up to the maximum permitted by IMRF.

ARTICLE XII
LEAVES OF ABSENCE

Section 12.1 Disability Leave

In the event of a qualifying disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

Section 12.2 Discretionary Leave Of Absence

An Employee with at least 12 months of service may request a leave of absence from work for a period of up to one (1) year subject to written approval of Director. The Village shall set the terms and conditions of any approved leave, but the leave shall be without pay or benefits.

Section 12.3 Funeral Leave

Time lost from scheduled work due to a death in the Employee's immediate family (defined as spouse, child (natural or adopted), mother, father, brother, or sister, grandparent or step- grandparent) shall be paid at the Employee's regular base rate, not to exceed three (3) consecutive days. Time lost to attend the funeral of a member of the Employee's extended family (defined mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any relative residing in the Employee's residence for at least ninety (90) days preceding death) shall be paid at the Employee's regular base rate, not to exceed one (1) day. The Employee must notify his immediate on-duty supervisor prior to taking any time off for funeral leave. Additional time needed by the Employee will be deducted from accumulated Personal/Sick leave, compensatory time or vacation time, at the Employee's discretion.

Section 12.4 Family And Medical Leave

The Employer agrees to abide by the terms of the Family Medical Leave Act as amended and the Village's FMLA Policies. Any changes in the Village's FMLA policies will be discussed with the Chapter prior to implementation.

Section 12.5 Jury Duty Leave

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any compensation received from the court as a result of serving on jury duty shall be signed over to the Village. Employees shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve. In the event that an Employee does not spend 8 hours on jury duty, then the Employee shall work the difference between 8 hours and the time actually spent on jury duty; however, no Employee shall be required to work less than 2 hours in a day.

Section 12.6 Military Leave

Military leave shall be granted in accordance with applicable State and Federal law.

ARTICLE XIII
HEALTH INSURANCE

Section 13.1 Hospitalization

The Village shall continue to make available to employees regularly scheduled to work at least the minimum number of hours to be eligible for coverage pursuant to the terms of the policy, and their eligible dependents, substantially similar health insurance coverage and benefits, according to a plan or plans selected by the Village. Employees may have the option to select coverage under a plan above and beyond that coverage provided by the Village's base plan at an additional cost to the employee. The cost for Employees electing coverage will be as follows for both the employee and dependents through payroll deduction.

Effective May 1, 2018:	HMO 0% of the cost of coverage
	PPO 30% of the cost of coverage

PPO+HSA 30% of the cost of coverage

Effective May 1, 2019: HMO 5% of the cost of coverage
PPO 20% of the cost of coverage
PPO+HSA 20% of the cost of coverage

Any questions or disputes concerning insurance policies or plans or benefits provided by the Village shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve an insurance carrier(s) or plan administrator(s) form any liability it may have to the Village, employee or beneficiary of any employee.

Section 13.2 Life, Dental & Vision Insurance

The Village shall continue in effect a $20,000 term life insurance, dental insurance, and vision coverage, subject to the terms and conditions of the applicable policy or plan provided by the Village. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

ARTICLE XIV
EMPLOYEE TRAINING AND EDUCATION

Section 14.1 Compensation

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. Employees may be provided the use of a department vehicle for travel to and from training, when available, or shall receive the current applicable Village rate, up to a maximum of the Internal Revenue Service standard rate of reimbursement for mileage, when using a personal vehicle. Employees shall be reimbursed for meals at the rates of up to: $10.00 per Breakfast, $15.00 per Lunch, $25.00 per Dinner. Employees shall be required to submit receipts to the Village for reimbursement of covered expenses. Employees will be compensated in advance or reimbursed for any prior approved lodging expenses for training classes that require overnight stays.

Section 14.2 CDL License

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL; however it is agreed that currently public works employees are exempt from the physical examination requirement for CDL licensure.

Section 14.3 Certification Incentive Tuition Assistance

The Village shall pay additional compensation per license or certification for employees who hold such license or certifications related to performance of work within their job descriptions as set forth on Appendix B. The employer shall continue the practice of sending employees for certificate and license updates as required to stay current. The Village encourages employees to improve and upgrade their skills through participation in job-related, college credit courses at local high schools, trade schools, colleges and universities. Employees will be reimbursed for educational expenses, including tuition, fees, and books, only if the course is deemed essential to the performance of the employee's duties for the Village. In order to qualify for reimbursement, approval must be given, prior to enrollment, by the Village Board, and must be reflected in the minutes of the Village Board.

Conditions for reimbursement are as follows:

1. The employee must be a regular full-time employee and must have completed his or her probationary period.

2. The class or program must be job-related and be accomplished outside working hours.

3. The employee must complete a "Tuition Assistance Request Form" and submit to his or her immediate Supervisor before enrollment.

4. The Supervisor shall submit the written request to the Department Head with a copy to the Village Administrator before enrollment.

5. The Department Head shall submit the written request to the Village Board and obtain Board approval, by Board vote, prior to enrollment.

6. The employee must remain with the Village for at least two (2) years after the course conclusion. Should the employee, for any reason, terminate employment with the Village before conclusion of the two (2) year period, the employee shall return such reimbursement to the Village of Oswego. The amount may be deducted from the employee's final paycheck, excepting a layoff or involuntary termination.

7. To qualify for reimbursement, employees must have receipts for tuition expenses plus a grade report showing that course work was completed with a grade of "B" or above.

8. All tuition reimbursement is subject to the availability of funds as approved through the budget process.

Section 14.4 Certification Incentive

The Village shall pay additional compensation per license or certification for employees who hold such license or certifications related to performance of work within their job descriptions as set forth on Appendix B. The employer shall continue the practice of sending employees for certificate and license updates as required to stay current.

ARTICLE XV
LABOR-MANAGEMENT CONFERENCES

Section 15.1 Labor-Management Conferences

The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than three Union representatives and three representatives of the Village. By agreement of the parties, this number may be increased. Such meetings may be requested by either party at least seven days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. However, the non-requesting party may add agenda items, if so desired. Such conferences, times and locations, shall be limited to:

a. Discussion on the implementation and general administration of this agreement;

b. A sharing of general information of interest to the parties;

c. Non-emergency safety issues;

d. Notifying the Union of changes in non-mandatory bargaining conditions of employment contemplated by the Village which may affect employees; and

e. Other items as agreed by the parties.

It is expressly understood and agreed that the meetings shall be exclusive of the grievance procedure. The meeting shall be chaired by a 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.

ARTICLE XVI
SUBCONTRACTING

Section 16.1 Subcontracting

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, if the Village is considering subcontracting out any work which has been exclusively that of the bargaining unit, at least thirty (30) calendar days notification will be provided to the Union, except in an emergency. The Village agrees to negotiate with the Union, upon request, both the decision and impact of any proposed contracting out of exclusively bargaining unit work.

ARTICLE XVII
UNIFORMS AND EQUIPMENT

Section 17.1 Uniforms

The Employer shall maintain the practice of providing uniforms including five "Safety" tee shirts annually. In addition, the Employer will provide a $500 stipend annually to each employee on or about May 1st for the purchase of uniform pants and safety work boots. Such pants shall be blue denim jean/carpenter jean, or blue, black or khaki cotton material cargo pants. Safety boots must meet current Village safety standards. The Village shall provide all required items of protective clothing and safety gear. Employees shall be responsible for any reckless or intentional damage of any Village provided clothing or equipment and will be required to replace the item with the same or similar item at the Employee's cost. It is the Employee's responsibility to maintain and clean their work clothes.

Section 17.2: Mechanics Personal Tools

Employees classified as Mechanic or Fleet Superintendent shall provide their own locking tool box with the necessary hand tools to perform their job duties. The employee shall provide a complete and current inventory of his or her personal tools, including cost and brand to the Public Works Director upon hire and maintain the list as needed. If the mechanic does not supply the employer with an up-to-date inventory of tools, the employer is not responsible for replacement for any reason to the Public Works Director upon hire and maintain the list as needed. The Village will provide any specialty equipment, such as, but not limited to, impact guns, air drills, pneumatic tools, scan tools, and torque wrenches, needed for Village vehicles. It shall be the employee's responsibility to maintain and secure his or her tools. In the event a personal tool is damaged or destroyed during the course of normal use, the Village will replace the tool with a comparable quality item up to the maximum dollar amount of $950.00 in aggregate per fiscal year. If authorized by the Village, the employee must submit detailed receipts for tools purchased before he or she will be reimbursed under this section. Employees will not be paid any monies without a receipt. In the event a tool is lost or stolen, the Village will evaluate whether reasonably appropriate measures to secure the tools were in place and may at its discretion replace the tool. The Village shall not be responsible for tools damaged, destroyed or lost due to the carelessness or negligence of the employee. In no event shall the employer's liability for such loss exceed the replacement value of the tools.

ARTICLE XVIII
PERSONNEL RECORDS

Section 18.1 Personnel Records

The personnel record is available during regular business hours for an employee and/or his/her designee to review.

Section 18.2 Right of Inspection and Copies

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Depaliment Head. Copies shall be provided, at no charge to the employee, within two (2) business days.

Section 18.3 Disciplinary Records

The Village agrees:

1. Reprimands cannot be used for the basis of supplementing more severe disciplinary action after 24 months from date of issue;

2. Suspensions of less than three days cannot be used for the basis of supporting more severe disciplinary action after 36 months from date of issue; and

3. Suspensions of greater than three days and demotions cannot be used for the basis of supporting more sever disciplinary action after 48 months from date of issue.

ARTICLE XIX
NO STRIKE / NO LOCKOUT

Section 19.1 No Strike

Neither the Union, its officers, employees and agents, nor bargaining unit employees nor any employees, or agents of employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, conceliied stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village), at any time in the uniform of the Village, any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. In the event of a violation of this Section of this Article the Union agrees to inform its member of their obligations under this Agreement and to direct them to return to work.

Section 19.2 No Lockout

The Village will not lock out any employees during the ternl of this Agreement as a result of a labor dispute with the Union.

Section 19.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the even the other party violates this Article.

Section 19.4 Discipline of Strikers

Any employee who violates the provisions of Section 20.1 of this Article shall be subject to disciplinary action. Any action taken by the Village against any employee who participates in any action prohibited by Section 20.1 above shall not be considered as a violation of this Agreement and any

grievance filed under this Article is limited to the issue of whether the employee violated this Article. Any or all employees who violate any of the provisions of this Article may be subject to discipline, up to and including discharge. In such event, the only issue that may be submitted to the arbitrator is whether an employee in fact participated in the prohibited action.

ARTICLE XX
RULES AND REGULATIONS

Section 20.1 Rules and Regulations

Employees shall be required to comply with all rules and regulations, policies and procedures of the Village assuming such are not inconsistent or in conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with or is inconsistent with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure upon the direction of the Supervisor and any dispute over the matter will be resolved through the grievance procedure.

Section 20.2 Promulgation of New or Revised Rules

New or revised rules, regulations, policies and procedures (rules) may be established from time to time. Except in an emergency, the Village agrees, where practical to notify the Union advance of promulgating or implementing any new or revised Village rules. Where practical notice shall be afforded at least seven (7) calendar days in advance of the proposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 20.3 Application Of Rules

The Village agrees that the uniform rules and regulations of the Village of Oswego are to be fairly and equitably administered and enforced.

ARTICLE XXI
WAGES

Section 21.1 Compensation

Employees shall be paid according to Appendix "A" attached hereto and by reference incorporated herein. New employees generally shall be placed at Step 1 on the wage scale. New employees with other previous related work experience may be place above Step 1 on the wage scale at the discretion of the Village. Employees shall be slotted into the wage scale according to Appendix D, such slotting will be effective April 30, 2018. Thereafter, employees shall move to the next step in the wage scale upon their anniversary date, assuming satisfactory performance review.

ARTICLE XXII
DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees is set forth in Appendix C. attached hereto and made a part hereof.

ARTICLE XXIII
FILLING OF VACANCIES

Section 23.1 Posting

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the 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.

ARTICLE XXIV
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions s of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXV
ENTIRE AGREEMENT

This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment.

RENEWAL

This Agreement shall be effective as of the first day of May, 2018 and shall remain in full force and effect until April 30, 2022 where upon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days priors to the anniversary date.

VILLAGE OF OSWEGO

Gail Johnson
Village President

DATE: 1-27-19

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

James M. Sweeney
President-Business Manager

Bryan P. Diemer, Attorney

DATE: _____

APPENDIX A
Wages

5/1/2018

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Technician	$43,500.00	44,587.50	$45,702.19	$46,844.74	$48,015.86	$49,216.26	$50,446.66	$51,707.83	$53,000.53	54,325.54	$55,683.68	$57,075.77	$58,502.66	$59,965.23
Mechanic	$50,000.00	$51,250.00	$52,531.25	$53,844.53	$55,190.64	$56,570.41	$57,984.67	$59,434.29	$60,920.14	$62,443.15	$64,004.23	$65,604.33	$67,244.44	$68,925.55
Supervisor	$54,000.00	$55,350.00	$56,733.75	$58,152.09	$59,605.90	$61,096.04	$62,623.44	$64,189.03	$65,793.76	$67,438.60	$69,124.57	$70,852.68	$72,624.00	$74,439.60
Superintdt	$60,000.00	$61,500.00	$63,037.50	$64,613.44	$66,228.77	$67,884.49	$69,581.61	$71,321.15	$73,104.17	$74,931.78	$76,805.07	$78,725.20	$80,693.33	$82,710.66

5/1/2019 3.00%

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Technician	$44,805.00	$45,925.13	$47,073.25	$48,250.08	$49,456.34	$50,692.74	$51,960.06	$53,259.07	$54,590.54	$55,955.31	$57,354.19	$58,788.04	$60,257.74	$61,764.19
Mechanic	$51,500.00	$52,787.50	$54,107.19	$55,459.87	$56,846.36	$58,267.52	$59,724.21	$61,217.32	$62,747.75	$64,316.44	$65,924.35	$67,572.46	$69,261.77	$70,993.32
Supervisor	$55,620.00	$57,010.50	$58,435.76	$59,896.66	$61,394.07	$62,928.92	$64,502.15	$66,114.70	$67,767.57	$69,461.76	$71,198.30	$72,978.26	$74,802.72	$76,672.78
Superintdt	$61,800.00	$63,345.00	$64,928.63	$66,551.84	$68,215.64	$69,921.03	$71,669.05	$73,460.78	$75,297.30	$77,179.73	$79,109.22	$81,086.96	$83,114.13	$85,191.98

5/1/2020 2.75%

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Technician	$46,037.14	$47,188.07	$48,367.77	$49,576.96	$50,816.39	$52,086.80	$53,388.97	$54,723.69	$56,091.78	$57,494.08	$58,931.43	$60,404.71	$61,914.83	$63,462.70
Mechanic	$52,916.25	$54,239.16	$55,595.14	$56,985.01	$58,409.64	$59,869.88	$61,366.63	$62,900.79	$64,473.31	$66,085.15	$67,737.27	$69,430.71	$71,166.47	$72,945.64
Supervisor	$57,149.55	$58,578.29	$60,042.75	$61,543.81	$63,082.41	$64,659.47	$66,275.96	$67,932.86	$69,631.18	$71,371.96	$73,156.26	$74,985.16	$76,859.79	$78,781.29
Superintdt	$63,499.50	$65,086.99	$66,714.16	$68,382.02	$70,091.57	$71,843.86	$73,639.95	$75,480.95	$77,367.97	$79,302.17	$81,284.73	$83,316.85	$85,399.77	$87,534.76

5/1/2021 2.75%

	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Technician	$47,303.16	$48,485.74	$49,697.88	$50,940.33	$52,213.84	$53,519.18	$54,857.16	$56,228.59	$57,634.31	$59,075.16	$60,552.04	$62,065.84	$63,617.49	$65,207.93
Mechanic	$54,371.45	$55,730.73	$57,124.00	$58,552.10	$60,015.90	$61,516.30	$63,054.21	$64,630.56	$66,246.33	$67,902.49	$69,600.05	$71,340.05	$73,123.55	$74,951.64
Supervisor	$58,721.16	$60,189.19	$61,693.92	$63,236.27	$64,817.18	$66,437.61	$68,098.55	$69,801.01	$71,546.03	$73,334.69	$75,168.05	$77,047.25	$78,973.44	$80,947.77
Superintdt	$65,245.74	$66,876.88	$68,548.80	$70,262.52	$72,019.08	$73,819.56	$75,665.05	$77,556.68	$79,495.59	$81,482.98	$83,520.06	$85,608.06	$87,748.26	$89,941.97

APPENDIX B

CERTIFICATIONS

Employees with the following certifications will earn corresponding stipends according to the following table, all subject to the Director's approval.

Water License

A or B	$.75/hour (non-cumulative)
C	$.50/hour (non-cumulative)

A.S.E. Mechanic Certifications — $.25/hour per certifications

Includes brake, diesel, transmission certification.
Other certifications as agreed by the Director.
Incentives only available to those employees performing as mechanics.
Maximum of four certifications per employee.

Arborist license — $.50/hour

Certification as approved by Director.
Available to employees working in a position where arborist certification is utilized.

APPENDIX C

DRUG AND ALCOHOL POLICY

The illegal use, sale, possession of prescribed drugs or production of same at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or consumption of alcohol while on duty, shall be cause for discipline including termination. An employee is considered to be under the influence of alcohol for purposes of this policy if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above 0.02%.

An employee whose supervisor has reasonable suspicion to believe the employee is under the alcohol or a drug is subject to discipline up to and including suspension, and shall be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under influence. Evidence may include, but is not limited to, observations that the employee exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee who has successfully completed a certified training program to recognized drug and alcohol abuse.

The Village shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may any employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the Village's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or employee shall be subject to termination. If the test result is negative, the employee shall be placed on active status.

Employees shall be required to submit to post-accident drug or alcohol testing when they are involved in an accident while in a Village vehicle if the accident involves loss of life, or if the employee is issued a citation for a moving violation arising from the accident.

Employees who have tested positive for drugs and/or alcohol shall not be permitted to return to work until they tested negative for the presence of drugs and/or they are no longer under the influence of alcohol

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. Issues relating to the testing process (e.g. whether there is reasonable suspicion for ordering an employee to submit to a test) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

If an employee's job requires a commercial driver's license ("CDL") and if the Federal or State

government requires a drug test in conjunction with the application for a commercial driver's license, employees covered by this Agreement will submit to mandatory drug testing as prescribed and directed by the Federal or State government statutes. The Village will establish the required rules, regulations and procedures governing the misuse of alcohol and/or the use of controlled substances as set forth by the Omnibus Transportation Employee Testing Act of 1991 and detailed in 49 CFR Parts 382, Substances Testing Policy. The Village reserves the right to make necessary changes to these procedures to comply with any federal/state mandated regulations.

APPENDIX D
Employee Placement on Wage Scale
5-1-2018

Employee	Hire Date	Title	2017 Wage	Initial Slot as of 5/1/18	Wage as of May 1, 2018
Amodio, Peter	6/27/2016	Technician	$40,799.75	Technician, Base	$43,500.00
Doud, Patrick	6/21/2007	Technician	$51,259.89	Technician, Step 8	$53,000.53
Gunter, Mike	6/1/2006	Technician	$53,854.93	Technician, Step 10	$55,863.68
King, Robert	10/15/2007	Technician	$50,009.65	Technician, Step 7	$51,707.83
McGillis, Joseph	7/1/2014	Technician	$42,865.24	Technician, Step 1	$44,587.50
Mikutis, Eric	1/23/2012	Technician	$47,599.91	Technician, Step 5	$49,216.26
Navarro, Jesus	10/20/2014	Technician	$42,865.24	Technician, Step 1	$44,587.50
Palomo, Ramon	8/25/2014	Technician	$42,865.24	Technician, Step 1	$44,587.50
Schultz, Daniel	10/12/2000	Technician	$57,995.86	Technician, Step 13	$59,965.23
Tallman, Justin	4/25/2016	Technician	$41,819.75	Technician, Base	$43,500.00
Towery, Sandy	1/31/2005	Technician	$55,201.29	Technician, Step 11	$57,075.77
Williams, Everett	10/2/2000	Technician	$59,544.76	Technician, Step 13	$59,965.23
St. Laurent, Kevin	10/24/2016	Mechanic	$49,710.54	Mechanic, Step 2	$52,531.25
Garcia, Russ	9/17/1998	Supervisor/Grounds Services	$66,795.59	Supervisor, Step 10	$69,124.57
Jardine, Zachary	7/9/2001	Supervisor/Utilities Operations	$66,795.59	Supervisor, Step 10	$69,124.57
Miller, Tracy	8/26/1998	Supervisor/Field Operations	$66,795.59	Supervisor, Step 9	$67,438.60
Bavuso, Anthony	4/25/2016	Superintendent/Shop Operations	$60,773.74	Superintendent, Step 2	$63,037.50
Markowski, David	11/27/2000	Superintendent/ Operations	$72,240.88	Superintendent, Step 9	$74,931.78