APPENDIX "A"

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF FREEBURG, ILLINOIS
(VILLAGE HALL EMPLOYEES)
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 148

APRIL 1, 2014 THROUGH MARCH 31, 2018

PREAMBLE

This Agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "Employer") and the International Union of Operating Engineers, Local 148 (herein referred to as the "Union").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operations of essential services provided to the Village residents and businesses by the Village of Freeburg. When in this agreement the masculine gender is used, the same shall apply to the members of the female gender.

In consideration of the mutual promises and obligations contained herein, the parties hereto, by their authorized representative and/or agent do mutually agree as follows.

ARTICLE I – RECOGNITION

Section 1 – Recognition. The Employer hereby recognizes the Union as the sole and exclusive collecting bargaining representative for the purposes of collective bargaining on those matters relating to wages, hours of work, and other terms and conditions of employment in the bargaining unit as certified by the Illinois Labor Relations Board, Case No. S-RC-13-030. The bargaining unit shall include:

Included: All regular, full-time employees of the Village of Freeburg in the following titles: Office Manager; Utility Billing Clerk; Finance Clerk; Police Department Secretary.

Excluded: All other employees of the Village of Freeburg, including all part-time or temporary employees, of the Village of Freeburg, and all employees excluded by the Illinois Public Labor Relations Act.

ARTICLE II – UNION SECURITY

Section 1 – Union Security. It is understood and agreed by and between the parties that as a condition of employment, all persons who are hereafter employed by the Employer in the bargaining unit which is subject of this Agreement shall either become members of the Union not later than the **thirty (30) days** following the beginning of their regular employment or pay a fair share amount equal the periodic monthly dues and initiation fees uniformly required of all Union members in accordance with Section 2 of this Article.

Section 2 – Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the prescribed Union dues and initiation fees from the wages of the employees who individually and voluntarily authorize such deductions. Such deductions shall be paid over to the

Union by check not later than the **twentieth (20th) day** of each month following the deduction of dues and shall be remitted monthly to the Union at 2929 South Jefferson Avenue, St. Louis, Missouri, 63118. The Union accepts full responsibility for the authenticity of each and every payroll deduction card submitted to the Employer and will indemnify and save the Employer harmless from any claim, suits, judgments, and from any liability resulting from any action taken by the Employer for the purpose of complying with the provisions of this Article. The Union will notify the Employer by letter stating changes in the dues **thirty (30) days** before the effective date of the increase in dues.

Section 3 – Fair Share. Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Union dues) of the cost of the collective bargaining process and contact administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the **thirtieth (30th) day** of their hire also be required to pay a fair share as defined above.

Upon notice from the Union the Employer shall with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the **tenth (10th) day** of the month following the month in which the deduction is made.

Upon objection by the employee based on bona fide religious grounds, the fair share obligation shall be paid by the Village of Freeburg to a non-religious charitable organization mutually agreed upon by the employee and the Union or from a list established by the Illinois Labor Relations Board.

ARTICLE III – UNION ACTIVITIES

Section 1 – Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 2 – Visits by Union Representation. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Village Administrator in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employee. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 3 – Union Activities. Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allows, a Union representative will be permitted reasonable time away from his/her assigned job during working hours, not to exceed **one (1) hour** to:

(A) Investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Articles of this Agreement.

(B) Transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;

(C) Consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

The Union shall appoint one (1) employee as the Chief Steward. The Union shall notify the Employer, in writing, as soon as such employees are appointed. Said written notice shall be sent to the Village Administrator.

No employee or the Chief Steward shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized in this Section shall not interfere with the efficient operations of the Employer.

Section 4 Union Leaves. An employee may, at the employer's sole discretion, be given a leave of absence of **one (1) week** or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leave shall be made **ten (10) business days** in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Village of Freeburg.

An employee may be granted an unpaid leave of absence of more than **one (1) week** because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Rights of Management. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the employees in this bargaining unit of the Administration Department and Police Department, in all aspects, including, but not limited to, all rights and authority granted by law, except as expressly modified in this Agreement.

Management rights and authority of Employer include, but are not limited to, the right:

(A) To maintain executive management and administrative control of the Village of Freeburg and its properties and facilities and the staff;

(B) To plan, direct, control, assign and determine the operations or services to be conducted by employees of the Village of Freeburg;

(C) To determine the methods, processes, means, job classifications and number of personnel by which the Village of Freeburg operations are to be conducted;

(D) To select, hire, promote, schedule, train, transfer, assign and evaluate work, of all employees;

(E) To direct and supervise the entire working force of the Village of Freeburg, including the establishment of work standards;

(F) To demote, suspend, discipline, or discharge employees for just cause and to discipline or terminate probationary employees with or without just cause;

(G) To make, add, delete, alter and enforce procedures, rules and regulations;

(H) To introduce new or improved methods, equipment or facilities;

(I) To contract out for goods and services.

The Employer has the sole authority to determine the purpose and mission of the Village of Freeburg and the amount of the budget to be adopted thereto.

Section 2 - Other Employment. In the event an employee is engaged in an enterprise or gainful employment other than by the Village of Freeburg, said activities shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity(ies) or his/her employment by the Employer shall be terminated.

Section 3 – Civil Emergency Conditions. If at the sole discretion of the Employer, it is determined that extreme civil conditions exist, including, but not limited to civil disorder, tornado conditions, floods, or

other similar catastrophe, the provisions of this Agreement may be suspended by the Employer during the time of declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

Section 4 – Personnel Policy. The Village of Freeburg Employee Handbook, if published, shall control where not in conflict with the terms and conditions of this agreement.

Section 5 - Contract Work.

(A) The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs.

(B) The Employer shall give the Union notice at least **sixty (60) days** before subcontracting work that will result in layoffs of bargaining unit employees. Upon demand from the Union, the Employer agrees to bargain the decision and/or impact of the subcontracting/layoffs. In the event the parties are unable to reach a resolution through bargaining, the Employer may implement the subcontracting/layoffs after the expiration of **sixty (60) days**.

Section 6 – Supervisors Doing Work. Supervisors may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE V - NO STRIKE/NO LOCKOUT

Section 1 – No Strike Commitment. Neither the Union nor its agents or bargaining unit employees will call, initiate, authorize, participate in, or ratify any work stoppage, slow down, unauthorized absence, picketing, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line, where refusal to respond to a Village emergency could potentially cause personal injury, property damage or loss of utility services which could cause personal injury or property damage. An employee violating this Section will be subject to discipline in accordance with Article 15.

Section 2 – No Lockout. The Village will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VI – HOURS OF WORK

Section 1 – Hours of Work. The standard hours of work shall be **eight (8) hours** per day. The work week shall start on Monday at **7:00 a.m.** and end on Friday at **5:00 p.m.** On the work day of Friday, only **one (1) employee** will be required to be on duty from **4:00 p.m.** to **5:00 p.m.**

Section 2 – Flexible Hours and Work Schedule. A flexible work schedule shall be available to employees in this bargaining unit at the discretion of the appropriate department head. Flexible schedule shall be scheduled in advance with no employee scheduled to work earlier than **7:00 a.m.** nor later than **5:00 p.m.** Deviations from and changes to the approved flexible schedule shall be approved by the department head. Hours scheduled will be with the input of the bargaining unit employees and shall be determined by the needs of the Village, the qualifications of the employee assigned to do the work, and are intended to cover the essential job and work functions of the Administration and Police Department.

Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The employees shall receive an hour unpaid lunch period. The Employees will also receive **two (2) ten (10) minute** rest breaks, one in the a.m. and one in the p.m. Employees will be allowed a **ten (10) minute** cleanup period at the end of their work day. All breaks will be staggered or otherwise scheduled to avoid any interruptions of service to the public.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per pay period, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period consistent with the terms of this Agreement.

Section 3 – Time Clock. Employees shall follow the Village of Freeburg Time Clock Policies attached as **Appendix "C"**.

ARTICLE VII – OVERTIME

Section 1 – Overtime Assignments. The Employer shall have the right to require overtime work and has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the supervisor.

Section 2 – Overtime Compensation. Overtime shall be compensated at the rate of **one and one-half (1 ½) times** the employee's regular straight time base rate of compensation; after **eight (8) hours** per day and/or **forty (40) hours** per week. All overtime on the calendar day of Sunday shall be paid at **two (2) times** the rate of pay. If called to work, the employee will receive no less than **two (2) hours** pay, except for extensions to the normal work day.

For the purposes of this Agreement, any hours for which the employee receives sick time, vacation, holiday, or any other compensation without performing work, shall be considered hours worked and shall be used to calculate the total number of hours worked for determining overtime.

Section 3 – Overtime Canvassing. When canvassing employees for overtime or for call-outs, the employee who normally performs the work shall be canvassed first. Should the employee who normally performs the work not be available or declines the overtime assignment the overtime will be offered to the senior employee qualified to perform the work. If an employee does not answer their phone or respond to an attempt made by the Employer to contact him/her for overtime, the employee forfeits his/her opportunity to work the available overtime.

Section 4 – Village Hall Cleaning. Employees who are covered by this Bargaining Agreement shall be responsible for the cleaning of the Village Hall during off duty hours. Compensation for such cleaning shall be in the form of overtime pay or compensatory time off. The schedule for the cleaning will be determined by the employees on a weekly basis subject to approval of the Village Administrator. The Village or the Union may decide to discontinue this cleaning service and will provide the other party with a **sixty (60) days'** written notice.

Section 5 – Meal Allowance. A meal allowance of **Eight Dollars Fifty Cents ($8.50)** will be granted if required to work **three (3) hours** or more over a normal workday or when to called out to work in excess of **four (4) hours** overtime.

Section 6 – Rest Period. Employees will not be required to work more than **sixteen (16) continuous hours** and shall, upon release, be entitled to an **eight (8) hour** rest period. Should such rest period extend into an employee's regular scheduled work shift the employee shall receive his/her regular rate of pay for all hours not worked during the rest period and shall report for work immediately following the rest period if the rest period ends during his/her regular shift.

Section 7 – Compensatory Time. Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 2 – Overtime Pay of this Agreement.

The use and scheduling of compensatory time, which is not allotted to an employee's carry over balance, must be taken within the calendar year during which it was earned and at such times as will not interfere with the efficient operations of Employer. Employer may limit the number of employees who can use

compensatory time at the same time. Compensatory time shall be used in increments of **one (1) hour** or more but in any case, compensatory time off will not be taken without approval of the Village Administrator. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time off in writing, with **forty-eight (48) hour** advance notice. Approval of compensatory time off will be at the Employer's discretion.

Employer reserves the right to buyout unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer. An employee covered by this Agreement shall be allowed to earn **forty (40) hours** of compensatory time in any **one (1) calendar year** which shall not be subject to the buy-out provisions, unless mutually agreed upon by employee and Employer. Compensatory time accrued prior to **February 25, 2013**, will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer. An employee may carry over to the next year up to **forty (40) hours** of compensatory time, but in no event shall an employee be allowed to accumulate more than **two hundred forty (240) hours** of compensatory time.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for all unused compensatory and leave time earned.

ARTICLE VIII – HOLIDAYS

Section 1 - Designated Holidays. An employee shall receive a holiday allowance of **eight (8) hours** pay at his straight time hourly rate for the following holidays. In order to receive this allowance under any Section of this Article, an employee must work his last scheduled shift before and his next scheduled shift after the holiday, unless the employee was unable to work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the employee provides the Employer with a doctor's note verifying an inability to work due to illness or injury (the Department Head in his or her sole discretion may excuse an employee from being required to provide a doctor's note). The use of pre-approved vacation or compensatory time off before and after the holiday shall not affect eligibility.

New Year's Day	Labor Day
Martin Luther King Jr.'s Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve day
Independence Day	Christmas Day
Employee's Birthday	

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

Section 2 – Floating Holiday. Along with the holidays listed in Section 1 employees shall select a floating holiday of their choice and shall receive a holiday allowance of **eight (8) hours** pay at his straight time hourly rate. Each employee shall select a floating holiday on a date of their choice to be taken subject to prior approval by a supervisor. The floating holiday may be taken on any working day the employee is regularly scheduled to work.

Section 3 – Work on Designated Holidays. If an employee works on one of the above designated holidays, the employee shall receive in addition to his holiday allowance.

(A) **One and one-half (1 ½) times** the hourly rate of pay for all hours worked during his regular **eight (8) hours** on any designated holiday falling on Monday through Saturday;

(B) **Two (2) times** the hourly rate of pay for work performed outside of his regular **eight (8) hours** on any designated holiday falling on Monday through Saturday;

(C) **Two (2) times** the hourly rate of pay for all work performed on a designated holiday falling on a Sunday.

This Section only applies to the dates of observance for holidays designated by the Village under Section 1, which may vary from the actual holiday date.

Section 4 – Holidays during Vacation Leave. If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This Section is cross-referenced with Section 6 of Article X).

Section 5 – Personal Day. Each employee shall receive **one (1) personal day** per year provided the employee has not taken more than **three (3) sick days** during the preceding year and the employee has had no lost time due to work related injuries during the preceding year. The personal day may be taken on any working day the employee is regularly scheduled to work and the employee shall receive an allowance of **eight (8) hours** pay at his straight time hourly rate. Personal days cannot be carried over from year to year. Personal days shall be taken on a date of the employee's choice subject to prior approval of a supervisor.

ARTICLE IX – WAGES

Section 1 – Base Wages. The Employer shall pay the wages in accordance with the scheduled set out below.

Payday is to be on every other Friday except when payday falls on a holiday, in which event payday shall be on the workday immediately preceding the holiday.

Classification	Effective 4/1/2013	Effective 4/1/2014	Effective 4/1/2015	Effective 4/1/2016	Effective 4/1/2017
		2.50%	2.50%	2.50%	2.50%
Utility Billing Clerk	$18.94	$19.41	$19.90	$20.40	$20.91
Finance Clerk	$20.03	$20.53	$21.04	$21.57	$22.11
Office Manager	$21.97	$22.52	$23.08	$23.66	$24.25
Police Dept Secretary	$18.94	$19.41	$19.90	$20.40	$20.91

Section 2 – Training and Certification Reimbursement.

(A) The Employer will pay for any fees for certification or license testing required by the Employer.

The Employer shall pay for the cost of tuition on a prorated basis for accredited courses that pertain to duties involving the employee's employment with the Employer, provided that the employee received written pre-approval, which shall be at the sole discretion of the Department Head.

The reimbursement shall be prorated as follows:

Grade	Reimbursement Percentage
A	100%
Pass on a Pass/Fail Course	100%
B	90%

(B) If an employee resigns his/her employment or is terminated for just cause within **five (5) years** of completing training and/or certification paid for by Village, the employee shall reimburse the Village for the cost of the training and/or certification exceeding **Five Hundred Dollars**

($500.00) in any calendar year paid by the Village for training and certification, on the following prorated basis:

(1) Less than **one (1) year** following the completion of training/certification = 100%
(2) More than **one (1) year** but less than **two (2) years** following the completion of training/certification = 80%
(3) More than **two (2) years** but less than **three (3) years** following the completion of training/certification = 60%
(4) More than **three (3) years** but less than **four (4) years** following the completion of training/certification = 40%
(5) More than **four (4) years** but less than **five (5) years** following the completion of training/certification = 20%

An employee shall only be obligated to reimburse the Village for training/certification costs expended by the Village after the execution of this Agreement on June _____, 2014.

Employee shall reimburse the Village such monies on or before his last date of employment. Employees shall pay such funds via a cashier's or certified check. In the event Employee fails to reimburse the Village on or before his last day of employment Employee hereby authorizes the Village to withhold such monies from his last payroll check. In the event Employee's last payroll check is insufficient to cover the amount owed to the Village, Employee shall be responsible for the remainder. If the Employee is unable to reimburse the Village in full at the time of separation, the Employee and Village shall agree to a reasonable payment plan. The Village shall have the right to require that the Employee execute a promissory note incorporating the terms of the payment plan.

This provision shall not apply in the event of an Employee's death or permanent disability.

Section 3 – Clothing Allowance. In lieu of a clothing allowance, employees in this bargaining unit of the Administration Department and Police Department will be allowed to wear jeans or capris.

Section 4 – Reimbursement for Travel Expenses. Whenever employees are required by the Employer to travel, employees shall be reimbursed for meals and incidental expenses on a per diem basis pursuant to the guidelines published by the U.S. General Services Administration: www.gsa.gov/perdiem.

ARTICLE X – VACATION

Section 1 - Eligibility. All regular, full-time employees shall earn vacation time. Employees shall be eligible to take paid vacation after **one (1) year's** continuous employment with the Employer.

The established vacation year, for purposes of employees' vacation shall be their anniversary year. Vacations are accrued or earned based upon the employee's length of service and on time worked the preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued.

No employee shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving **two (2) weeks'** notice in writing of his/her intention to resign. If a **two (2) week** notice is not given by the employee to the Employer, then the vacation time which would have been awarded to the employee for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the employee.

If an employee gives **two (2) weeks'** notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an employee would have earned **eighty (80) hours** of vacation leave during a year in which he/she resigns, and

works **one-half (1/2)** of the year of employment before giving his/her **two (2) weeks**' notice, he/she will receive **forty (40) hours** of vacation leave compensation).

Section 2 - Accumulation Rate.

(A) Full-time employees hired before **December 1, 2011** will accumulate vacation leave time in accordance with the following schedule:

After completion of **one (1) year**, **forty (40) hours** vacation.

After completion of **two (2) years** but less than **nine (9) years**, **eighty (80) hours** vacation per year.

After completion of **nine (9) years** but less than **eighteen (18) years**, **one hundred twenty (120) hours** vacation per year.

After completion of **eighteen (18) years**, **one hundred sixty (160) hours** vacation per year.

Upon completion of **nineteen (19) years** after every year after, **eight (8) additional hours**.

(B) Full-time employees hired after **December 1, 2011** will accumulate vacation leave time in accordance with the following schedule:

After completion of **one (1) year**, **forty (40) hours** vacation.

After completion of **two (2) years** but less than **nine (9) years**, **eighty (80) hours** vacation per year.

After completion of **nine (9) years** but less than **eighteen (18) years**, **one hundred twenty (120) hours** vacation per year.

After completion of **eighteen (18) years**, **one hundred sixty (160) hours** vacation per year.

Upon completion of **nineteen (19) years** after every year after, **eight (8) additional hours** with a maximum of **two hundred forty (240) hours** vacation per year.

Section 3 – Vacation Pay. Vacation pay will be calculated by using the employee's regular straight time hourly rate of pay for the vacation period and will be on his or her regular scheduled payday.

Section 4 – Scheduling. On or before **December 1st** of each year, the Employer shall post a vacation sign-up sheet; employees shall select vacation leave to be taken during the upcoming year. All vacation requests are subject to approval of the Employer. Employees shall schedule vacations on the basis of seniority as determined under **Article XIV, Seniority**, of this Agreement. For the employee to exercise seniority when scheduling vacation, the employee must submit all vacation requests by **February 1** of each year.

Any vacation not selected by **February 1** will be scheduled on a first come, first serve basis; provided that if **two (2)** or more employees request vacation at the same time, the most senior employee will be given first preference.

Section 5 – Use. Vacation hours shall not be taken in advance of actually earning it. The numbers of employees allowed on vacation shall be determined by the Employer. Minimum staffing levels will be set at the beginning of each calendar year by the employer in a vacation guideline letter issued to the employees. Employees shall be granted their vacations as requested provided the employer is able to maintain continuous and efficient service and effective processing of the workload. Each employee must request use of his/her vacation time in writing with at least **twenty-four (24) hours** of advanced notice. Vacation time shall be used in minimum increments of **four (4) hours**, unless a lesser amount is approved by the supervisor in his or her sole discretion.

Section 6 – Holidays during Vacation. If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This Section is cross-referenced with Section 4 of Article VIII).

Section 7 – Hospitalization during Vacation. If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some time later.

Section 8. Village Emergency. In the event an employee is called back to work due to a Village emergency, the employee shall be paid vacation time plus **one and one-half (1 ½) times** the regular hourly rate of pay for all hours worked while on scheduled vacation.

ARTICLE XI – SICK LEAVE

Section 1 - Sick Leave Accrual. All regular, full-time employees will earn sick leave at the rate of **eight (8) hours** per month. The sick leave can be carried forward to succeeding years, but not to exceed **one thousand nine hundred twenty (1,920) hours** at the beginning of any calendar year. On **January 1st** of the year an employee celebrates their **fifth (5th) year** employment anniversary, and all years thereafter, **ninety-six (96) hours** sick leave annually, subject to the maximum carry over allowed. Each **January 1**, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

Section 2 - Eligibility.

(A) Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

(B) If an employee has received sick leave contrary to the provisions of this Agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

Section 3 – Use. Sick leave shall be used in minimum increments of **one (1) hour**.

Section 4 – Verification of Sick Leave by a Physician. Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from any employees for use of sick leave if requested by the Village Administrator or, in his/her absence, the immediate supervisor or other designee of the Village Administrator.

Section 5 – Light Duty. Employees that are off duty due to a non-duty related illness or injury may request to return to work on a light duty status. The Employer has the sole discretion on the approval of light duty. An employee with the Employer's permission, and with a physician's statement, may return to work on a "light duty" status.

ARTICLE XII – HEALTH AND WELFARE

Section 1 – Health Insurance, Dental, and Vision.

(A) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.

(B) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

Section 2 – Health Insurance Advisory Committee. The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of **two (2) members** selected from each collective bargaining unit group within the Village and **two (2) members** selected from other non-union Village employees. Each member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by **two (2) members** of the Village Board of Trustees and the Mayor or designee. The employer representatives shall serve as ex officio (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

Section 3 – Increase of Health Plan Costs. If the annual average per employee cost of the Village Health Plan increases above **$16,225.78**, then the Employer may require each employee to pay up to **fifty percent (50%)** of the average per employee increase above **$16,225.78**. In the event that the Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to **fifty percent (50%)** of the increased average per employee cost above **$16,225.78** of the less expensive of those **two (2) plans**.

Any such employee health plan contributions shall be withheld each pay period in equal installments throughout the year.

For the purposes of this Section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual reimbursements and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family) after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

Section 4 – Life Insurance. The Employer shall obtain for each employee covered by the terms of the Agreement **Fifteen Thousand Dollars ($15,000.00)** of life insurance, plus not less than **Two Thousand Dollars ($2,000.00)** of term life insurance for the employee's spouse and dependents.

ARTICLE XIII – LEAVE OF ABSENCES

Section 1 – Jury or Witness Duty. An employee serving jury duty while scheduled to work shall be compensated the difference in court payment for wages and normal straight-time wages. The Village shall pay an employee serving on jury duty his normal pay and the employee shall turn over to the Village any pay received for services rendered as a juror for days he was scheduled to work.

An employee must report to work for the hours he is scheduled when not actually reporting for jury duty. Employees must provide notice of required jury service to their supervisor, the Village Administrator or his designee as soon as possible so that the Employer may make arrangements to accommodate their absence. Employees are required to return to work when they are excused from jury duty. However, employees shall not be required to return to work on nights while such employee is performing jury duty in the daytime.

Section 2 – Death in Family. A leave of absence with pay of up to **three (3) days**, will be allowed in the event of the death of an employee's father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

A leave of absence with pay of up to **one (1) day** will be allowed in the event of the death of the grandfather or grandmother of an employee or an employee's spouse.

To be eligible for payment under this Section the employee must attend the services of the designated relative. Upon request, the employee shall furnish employer with proof of attendance, the deceased

relative's name, the name and address of the funeral home, and the date of the funeral. The employee shall not be paid for regularly scheduled days off.

Section 3 – Military Leave. Military leave will be granted as an unpaid leave in accordance with applicable law.

Section 4 – Maternity Leave. Female employees shall be granted maternity leave in accordance with state and federal law.

Section 5 – Non-Paid Leave of Absence.

(A) The Village Administrator may recommend to the Village Board leaves of absence, without pay or salary, to employees under his supervision. The Village Board may in its sole discretion approve or deny the recommendation.

ARTICLE XIV – SENIORITY

Section 1 – Seniority. For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The employer will maintain a seniority list and update date it whenever necessary. The employer will furnish a copy of the seniority list to the Union whenever applicable.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority: Local Union seniority is defined as seniority resulting from an employee's length of service in a full-time position in this bargaining unit.

Village Seniority: Village seniority, as used in this Agreement, shall be defined as seniority resulting from an employee's length of full-time employment by the employer. For the purpose of vacation accrual Village Seniority will be used.

Tied Seniority: Should any employee be tied with another for Local Union Seniority purposes, the employee with the greater Village Seniority shall be deemed the more senior employee for Local Union Seniority purposes. In the event a tie still exists, seniority shall be determined based upon the alphabetic order of the employees' last names.

Section 2 – Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

(A) If an employee is discharged, unless the discharge is reversed;

(B) If an employee retires, quits or resigns;

(C) If an employee is absent for **three (3)** consecutive work days without notifying the Employer, unless the employee can prove physical inability to call in;

(D) If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work;

(E) If an employee fails to return from an authorized leave of absence on the appointed date, unless the employee can prove physical inability to call in;

(F) If an employee is laid off for a period of **one (1) continuous year**.

Section 3 – Layoff/Recall. Should it become necessary to reduce the work force, the employer shall have the sole discretion to determine which bargaining unit classifications are subject to layoff. Probationary and part-time employees shall be laid off prior to full time employees performing the same job classification. Layoffs shall then be made on the basis of inverse seniority with the least senior person in the job classification laid off first. Employees being laid-off shall receive no less than a **seven (7) day** notice prior to layoff. A laid-off employee shall be eligible for recall for a period of **one (1) year** from the

date of layoff. The Employer shall have the sole discretion to determine which bargaining unit job classifications are recalled first, provided that laid-off employees in the job classification are recalled in the reverse order of layoff. Notice of recall to a laid-off employee shall be made by telephone or, if said employee cannot be reached by phone, by certified mail to his/her last known address. If said employee fails to return to work within **seven (7) working days** of the mailing of such request, all employment rights of such employee may be terminated. It shall be the employee's responsibility to keep the Employer notified at all times of a change in his/her telephone number and/or mailing address. Failure by the laid-off employee to do so shall relieve the Employer of any responsibility to recall such employee.

Section 4 – Vacancies. When a permanent vacancy occurs within any job classification covered by this Agreement, a notice of such job vacancy shall be posted for a period of **five (5) working days** and the Shop Steward shall be notified where the vacancy exists. Any employee desiring to submit a bid for such job may do so in writing within such **five (5) day** period. The senior employee who bids for such job shall be assigned to such job when it becomes vacant, provided that the employee has the skill and ability to perform the work. A successful bidder shall be on probation for a period of **ninety (90) days** and shall receive the appropriate pay rate for said job classification, during said **ninety (90) days** the employee may be transferred back to his/her former position at the sole discretion of the employer or voluntarily elect to return to his/her former job classification and pay rate.

If a vacancy in a classification is not filled in accordance with the bidding procedure, then said vacancy may be filled by the Employer through outside sources.

Section 5 – Probationary Period.

(A) A new employee entering the full time employment with the Employer shall be subject to a **twelve (12) month** probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the **twelve (12) months**, he shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

(B) Nothing shall act to prevent any employee during the **twelve (12) month** probationary period of his employment from obtaining adjustments of grievances for matters other than discipline and discharge as provided in **Article XVI**. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.

(C) The provisions of **Article XIV** will not apply to employees expressly employed on a temporary basis.

Section 6 – Seniority if Injured. An employee who is injured in the course and in the scope of his/her employment by the Employer shall continue to accumulate seniority and upon recovering shall be reinstated to his former position with full seniority provided he returns to work immediately upon being released by the attending physician.

ARTICLE XV – DISCIPLINE

Section 1 – Progressive Discipline. Employees may be disciplined for just cause and all discipline is subject to **Article XVI – Grievance Procedure**, of this Agreement. If the employee so desires, said employee may have Union representation present at any meetings between an employee and the employer concerning discipline. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay and discharge. Disciplinary action shall be imposed upon non-probationary employees when warranted. Probationary employees may be discharged for any cause or no cause at all.

Section 2 – Non-Progressive Discipline. The use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including immediate discharge. Offenses justifying immediate discharge shall include, but are not limited to:

(A) Unprovoked or unjustified assault or battery of a supervisor, fellow employee, or any other person while the employee is on duty;

(B) The conviction of any crime, either felony or misdemeanor, which affects the Employer's insurance rates or exposure to liability or the employee's ability to perform his duties;

(C) Intoxication or the use of alcoholic beverages or illegal drugs when at work or during work hours;

(D) Conviction of any felony, whether committed on-duty or off-duty;

(E) Making a false statement on the application for employment;

(F) The violation of a rule for which the employee has already received a suspension within the prior **three (3) years**;

(G) The violation of any rule within **three hundred sixty-five (365) days** after returning from a disciplinary suspension when employee has previously been suspended for other rule violations on at least **two (2)** previous occasions, within the prior **three (3) years**;

(H) Possessing or carrying of a firearm or weapon on Village property, in a Village vehicle or at a work site;

(I) Falsifying time cards or making a false claim for payment to the Employer;

(J) Theft of Village property;

(K) Sleeping while on duty, other than during designated break times;

(L) Other offenses of similar gravity determined by the Employer to warrant immediate removal.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1 - Definition. A grievance is described as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an expressed provision of this Agreement. "Business Day" as used in this Article shall be defined as a day of which the Employer's Office is open for regular business to the public, Monday through Friday, from **7:00 a.m.** to **5:00 p.m.**, excluding weekends and holidays as defined in **Section 1 of Article VIII, Designated Holidays**, of this Agreement.

Section 2 – General Rules.

(A) Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.

(B) Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or with attachments thereto.

(C) Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extensions shall be to a date certain.

(D) In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task, unless the issue involves immediate risk to the employee(s) life and health, the employee shall first complete his assigned work task and grieve later.

(E) When a grievance is filed, it shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employee(s) affected or the Union representative.

(F) Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used to establish the meaning, interpretation or application of the agreement.

Section 3 – Procedure for Filing Grievances. A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specific time period.

Step 1 – Immediate Supervisor/Manager. The affected employee(s) and the Union Steward shall discuss the grievance with the Immediate Supervisor within **five (5) business days** of the event giving rise to the grievance unless the immediate supervisor is a member of the bargaining unit in which case the grievance shall be automatically advanced to Step 2. The employee(s) or the Union Steward and the Supervisor shall sign and date a grievance form indicating the nature of the dispute and the desired settlement before ending the discussion. The Supervisor shall respond to the grievance in writing within **five (5) business days**.

Step 2 – Village Administrator. If the grievance is not resolved at Step 1, the Union Business Representative may, within **ten (10) business days** of the Step 1 answer, submit the written grievance to the Village Administrator. The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee with response to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

The Village Administrator shall schedule a closed hearing on the grievance within **ten (10) business days** of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within **ten (10) business days** of the hearing.

Step 3 - Mediation. If the grievance is not resolved at Step 2, the parties may, by mutual agreement only, submit the grievance for mediation within **fifteen (15) business days** after receipt of the Village Administrators Step 2 response. Should the parties choose mediation, they shall jointly notify the Federal Mediation and Conciliation Service (FMCS) in writing. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach agreement, it shall be reduced to writing and signed by both parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set precedent for other grievances.

Step 4 - Arbitration. If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within **ten (10) business days** after the mediation is completed, or, if mediation was not pursued, within **ten (10) business days** after the Step 2 response, that the grievance be submitted to binding arbitration. The parties shall jointly request that FMCS supply a list of **seven (7) arbitrators**.

Upon receipt of said list, each party shall alternately strike a name until one name remains. The name remaining shall be the arbitrator. The order of striking names shall be determined by a coin toss. The parties shall jointly notify the arbitrator in writing, requesting a hearing, and shall arrange for the services of a court reporter.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator and the court reporter. The hearing shall be closed to the public and press, and be held in a mutually agreed to location.

Section 4 – Decision of the Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall not have the power to make decisions contrary to or inconsistent with applicable Federal or State Law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall issue a written decision within **thirty (30) days** following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof for a date certain. Consistent with the provisions of this Article, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

Section 5 – Time Limits. Time limits set forth in the Article may be extended by mutual agreement of the Union and the Employer and confirmed in writing. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered withdrawn. Should the Employer be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted.

Section 6 – Expedited Procedure for Discharge. Grievances regarding the discharge of an employee by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within **five (5) business days** of discharge.

If the Village Board of Trustees delegates authority to discharge employees to the Department Head in the future, Grievances regarding discharge by the Department Head shall be filed in writing at Step 2 of this procedure within **five (5) business days** of discharge. The Village Administrator shall schedule a closed hearing on the grievance within **ten (10) business days** of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within **ten (10) business days** of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

ARTICLE XVII – LABOR/MANAGEMENT MEETINGS

Section 1 – Meetings. Labor and management mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between labor representatives and management representatives of the employer. Such meetings, called Labor/Management Meetings, may be requested at least **ten (10) days** in advance by either party by placing in writing a request to the other party for a Labor/Management Meeting. The parties may mutually agree to waive the **ten (10) day** requirement.

Section 2 – Exclusive of Grievances. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings", nor shall negotiations for the purpose of altering any and all terms of this Agreement be carried on at such meetings.

ARTICLE XVIII – SAFETY

Section 1 – Safety. The Village of Freeburg Safety Manual, if published, shall be made part of this agreement. The Union will not object to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. The Employer agrees that any changes to existing safety and health standards and rules will be discussed with the Union before they

are implemented by the Employer. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards, rules and laws. Employees shall act responsibly to protect their safety and that of their fellow workers in complying with safety and health standards, rules and laws.

Section 2 – Safety Equipment. The Employer agrees to provide any required safety equipment necessary for the employees to perform work assigned to them at no cost to the employee.

ARTICLE XIX – PENSION

Section 1 – Retirement Fund. From February 25, 2013 through March 31, 2014, the Employer agrees to continue its participation on behalf of the members of the Bargaining Unit in the Illinois Municipal Retirement Fund to include any mandated changes required by the IMRF or Illinois State Law.

ARTICLE XX – GENERAL PROVISIONS

Section 1 – Residency Requirement. Employees shall maintain their place of residence within **six (6) miles** of the Freeburg Community High School District #77. Employees must be in compliance with the residency requirement within **six (6) months** of completing their probationary period.

Section 2 – Bulletin Board. The employer shall provide a bulletin board at all appropriate work locations for the purpose of the posting of all legitimate Union notices and material.

ARTICLE XXI – SUBSTANCE ABUSE POLICY

Section 1 – Drug-Free Workplace and Substance Abuse Policy. The Drug-Free Workplace and Substance Abuse Policy, attached as Exhibit "B", shall be in full force and effect under this Agreement.

ARTICLE XXII - SEPARABIILITY AND SAVINGS

Section 1 Savings Provision. Nothing in this Agreement shall be construed as requiring either party to this Agreement to do anything inconsistent with Federal or State Law, or the final order or judgment of any court having jurisdiction over the parties.

Section 2 – Partial Invalidity. If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within **fourteen (14) calendar days** to negotiate alternative language to substitute for the invalidated provisions.

ARTICLE XXIII – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE XXIV – TERM OF AGREEMENT

Section 1 - Effective Date. This Agreement shall be effective as of April 1, 2014, and shall continue through March 31, 2018, and from year to year thereafter, unless written notice is given by either party of not less than **sixty (60) days** prior to March 31, 2018 or any March 31 thereafter, of a desire to terminate or negotiate changes in any Articles of this Agreement. Such notice shall state the Article or Articles in which such changes are desired.

VILLAGE OF FREEBURG		INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 148	
Village President	Date	Business Manager	Date
Village Clerk	Date	Business Representative	Date
		Chief Steward (Village of Freeburg)	Date