

**VILLAGE PRESIDENT**  
Ray Danford

**VILLAGE CLERK**  
Jerry Menard

**VILLAGE TRUSTEES**  
Rita Baker  
Seth Speiser  
Charlie Mattern  
Ray Matchett, Jr.  
Steve Smith  
Mike Blaies

# VILLAGE OF FREEBURG

**FREEBURG MUNICIPAL CENTER**  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

December 10, 2012

**VILLAGE ADMINISTRATOR**  
Dennis Herzing

**VILLAGE TREASURER**  
Bryan A. Vogel

**PUBLIC WORKS DIRECTOR**  
Ronald Dintelmann

**POLICE CHIEF**  
Melvin E. Woodruff, Jr.

**VILLAGE ATTORNEY**  
Weilmuenster Law Group, P.C

**NOTICE**  
**MEETING OF PERSONNEL & PUBLIC SAFETY COMMITTEE**  
**(Personnel/Police/ESDA/Fire)**  
**(Baker/Smith/Mattern)**

A Personnel and Public Safety Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, December 12, 2012, at 6:30 p.m.**

## PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING

### POLICE COMMITTEE

- A. Old Business
- B. New Business
  - a. Unused vacation request

### PERSONNEL COMMITTEE:

- A. Old Business
  - 1. Approval of November 14, 2012 Regular and Executive Session Minutes
  - 2. Employee handbook
  - 3. Job descriptions
  - 4. Safety Policy
- B. New Business
  - 1. Employee Christmas Bonus
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Personnel Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 - (c)(1)]; real estate transactions [5 ILCS, 120/2 - (c)(5)] or collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2).

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## PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING Wednesday, December 12, 2012 at 6:30 p.m.

Chairperson Rita Baker called the meeting of the Personnel and Public Safety Committee to order on Wednesday, December 12, 2012 at 6:30 p.m. Those present were Chairperson Rita Baker, Trustee Steve Smith, Trustee Charlie Mattern, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Seth Speiser, Village Clerk Jerry Menard, Mayor Ray Danford, Chief Mel Woodruff, Village Administrator Dennis Herzing and Office Manager Julie Polson.

### POLICE:

#### A. OLD BUSINESS:

### EXECUTIVE SESSION 6:38 P.M.

*Trustee Steve Smith motioned to enter into Executive Session citing personnel, 5 ILCS, 120/2 – (c)1 and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*

### EXECUTIVE SESSION ENDED at 6:48 P.M.

*Chairperson Baker reconvened the regular session of the Personnel/Police Committee meeting at 6:48 p.m.*

#### B. NEW BUSINESS:

1. Unused vacation request: Chief Woodruff submitted a request to extend his 80 hours of unused vacation by six months.

*Trustee Steve Smith motioned to grant Chief Woodruff's request to extend his 80 hours of unused vacation by six months and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*

There being no further business for Chief Woodruff, he left the meeting at 6:50 p.m.

### PERSONNEL:

#### A. OLD BUSINESS:

1. Approval of November 14, 2012 Regular and Executive Session Minutes: *Trustee Steve Smith motioned to approve the minutes of November 14, 2012 and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried. Trustee Steve Smith motioned to approve the November 14, 2012 Executive Session minutes and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*
2. Employee Handbook: Not discussed.

3. Job Descriptions: *Trustee Steve Smith motioned to recommend Ordinance #1447 revising the ESDA Coordinator's job description to the full Board for approval and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*
4. Safety Policy: Nothing new.

In the packet for approval is Ordinance #1444 which accepts the Public Works contract. Dennis advised the committee the public works employees agreed to the committee's decision on the outstanding issues.

*Trustee Charlie Mattern motioned to recommend to the full Board Ordinance #1444 for approval and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

**B. NEW BUSINESS:**

1. Employee Christmas Bonus: The bonus was missed at the last board meeting. Rita will bring it up at Monday night's meeting.

Included in the packet is the ordinance authorizing the village to enter into a Memorandum of Understanding with Jeff Mohr regarding the crew leader position.

*Trustee Charlie Mattern motioned to recommend Ordinance #1446 to the full Board for approval and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

Also included in the packet is an ordinance authorizing the village to renew its health insurance with Coventry Healthcare. The Health Insurance Committee met and agreed upon the alternative plan with a monthly premium of \$16, 840.98. The main difference with the alternative plan is if the employee reaches his/her deductible, there will be a \$20 co-pay for doctor visits and prescription drugs. There was an increase in overall costs and it was calculated to be approximately \$2.00 per employee per paycheck. The contract does state the employee may be responsible for an increase. The committee agreed not to pass that along to the employees. The health insurance committee would also like to see retirees represented in any of the meetings.

*Trustee Charlie Mattern motioned to recommend Ordinance #1445 to the full Board for approval and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.*

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** *Trustee Steve Smith motioned to adjourn at 7:13 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*



Julie Polson  
Office Manager

# VILLAGE OF FREEBURG DEPARTMENT OF POLICE

14 SOUTHGATE CENTER \* FREEBURG, IL 62243 \* OFFICE: 618/539-3132 \* FAX: 618/539-9872

To: Village of Freeburg Police/Personnel C committee.

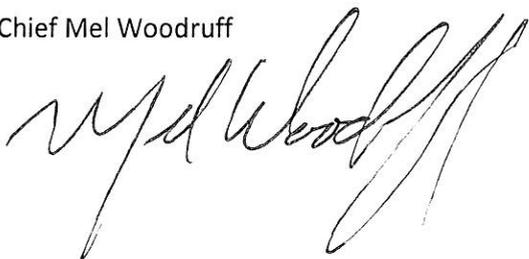
Attn: Chairperson Rita Baker.

Re: Unused Vacation Request.

Date: December 5<sup>th</sup>, 2012

I have a remaining 80 hours of vacation, that I was unable to use due to staffing issues, and will accrue three additional weeks of vacation on my anniversary December 18<sup>th</sup> 2012. At this time I am requesting your consideration for a six month extension to utilize the 80 remaining hours. As always thanks for your support.

Chief Mel Woodruff

A handwritten signature in black ink, appearing to read 'Mel Woodruff', written in a cursive style.

VILLAGE PRESIDENT  
Ray Danford

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Rita Baker  
Seth Speiser  
Charlie Mattern  
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## PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING Wednesday, November 14, 2012 at 6:30 p.m.

Chairperson Rita Baker called the meeting of the Personnel and Public Safety Committee to order on Wednesday, November 14, 2012 at 6:30 p.m. Those present were Chairperson Rita Baker, Trustee Steve Smith, Trustee Charlie Mattern, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Seth Speiser, Village Clerk Jerry Menard, Mayor Ray Danford, Chief Mel Woodruff, Village Administrator Dennis Herzing and Office Manager Julie Polson.

### POLICE:

**A. OLD BUSINESS:** Trustee Smith asked if we had any more information on adding onto the building. Dennis said EWR would draw up some ideas but would want the work. Chief Woodruff said they cleaned out several years' worth of old files and purchased some plastic storage boxes. That has freed up some room but that is only a temporary solution to the problem. He has ordered a new cabinet for the evidence storage and Mike will be working with St. Clair County to get that switched over to an automated system. When we do that, it will provide us with an independent audit of the evidence. Everything will be catalogued.

**B. NEW BUSINESS:** Mel said the part-time officers are starting to fill in on the regular shifts. He reported that Dan had a slight mishap and dinked a car last night but is okay. He also reported that Mike Dahm had a traffic stop which resulted in a cannabis bust.

### EXECUTIVE SESSION 6:38 P.M.

*Trustee Seth Speiser motioned to enter Executive Session citing personnel, 5 ILCS 120/2-(c)(1) and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.*

### EXECUTIVE SESSION ENDED at 6:51 P.M.

*Chairperson Baker reconvened the regular session of the Personnel/Police Committee meeting at 6:51 p.m.*

Mel said he could set up a meeting if the committee would like him to do so. He left the meeting at 6:52 p.m.

### PERSONNEL:

#### A. OLD BUSINESS:

1. Approval of October 10, 2012 Regular and Executive Session Minutes: Trustee Steve Smith motioned to approve the minutes of October 10, 2012 and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried. Trustee Charlie

Mattern motioned to approve the October 10, 2012 Executive Session minutes and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

2. Employee Handbook: Not discussed. The public works employees should be meeting soon to ratify their contract.

a. Public Works On Call Status: Nothing new.

3. Job Descriptions: Julie asked if we were still looking at updating Dennis' and John's job descriptions. We will check on it and report back to the committee.

4. Safety Policy: Nothing new.

4. Non-union employee raises: Dennis prepared an ordinance updating Gene's job description. The committee will review it and discuss it at next month's meeting.

**B. NEW BUSINESS:** None.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** None.

**E. ADJOURN:** Trustee Steve Smith motioned to adjourn at 6:58 p.m. and Trustee Charlie Mattern seconded the motion. All voting aye, the motion carried.



Julie Polson  
Office Manager

**ORDINANCE NO. 1447**

AN ORDINANCE AMENDING TITLE III, CHAPTER 35 OF THE REVISED  
CODE OF THE VILLAGE OF FREEBURG, ST. CLAIR  
COUNTY, ILLINOIS (ESDA)

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF  
TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS, THAT:

TITLE III, CHAPTER 35, Section 35.21, COORDINATOR, is hereby amended to add paragraph  
D which shall read as follows:

D) The specific duties of the ESDA Coordinator shall include the following:

- Responsible for organization, .administration, operation and training for the village's ESDA program
- Responsible for the coordination of local Government Services as per requirements under the National Incident Management System.
- Responsible for the coordination and operation of the ARRL Amateur Radio Emergency service (ARES®/Radio Amateur Civil Emergency Service (RACES®) operations within St. Clair County for "support communications" to the Freeburg ESDA communications system, particularly during severe weather events.
- Responsible for the bi-yearly updates to the Village ESDA EOP (Emergency Operations Plan)
- Responsible for the implementation and operation of the "divisions within ESDA, including: Ministers on Special Emergency Services (MOSES), Local Team of Nurses (LTN), Shelter Managers (SM).
- Responsible for providing emergency safety and preparedness information to the public
- Responsible to work closely with the County Health Department's Committee for Emergency Community Response Team.
- Responsible for the proper Federal Communication Commission radio licensing for all village departments
- Responsible for obtaining Local Memorandums of Agreement (LMA's) for the use of buildings and commercial resources as well as school district resources.
- Responsible for school district communication interties for emergencies and conduct yearly State ESDA/EMA NOAA severe weather communication tests.

- Responsible for the PUBLIC notification of emergencies, particularly Tornadic weather emergencies, via outdoor warning siren system and City wide telephone notification system.
- Responsible for Providing training to local schools on severe weather safety issues on an every three-year schedule
- Responsible for scheduling the testing of and maintenance of all warning and communication systems used by local ESDA.
- Responsible for the emergency communications network involving local school districts, police department, utilities department and local fire department.
- Responsible for the “professional management for ESDA Coordinator” training via attending IEMA yearly training conferences on a bi-yearly basis or as special and specific training is available at the annual IEMA conferences.
- Responsible for IESMA (Illinois Emergency Services Management Association) membership and insurance for volunteers through the IESMA program.
- Responsible for the monitoring and dissemination of threat information to the Mayor and Trustees as it relates to Homeland Security issues.
- Responsible for regular communication test for the County ARES® communications system.
- Responsible for the attainment and continued qualifications to keep StormReady® community status via training from the local National Weather Service office.
- Responsible for intertie communications via ARES with SATERN (Salvation Army Team Emergency Radio Network)
- Responsible for the coordination of any Village wide evacuation of citizens.

PASSED BY THE VILLAGE BOARD OF THE VILLAGE OF FREEBURG, ILLINOIS, ST. CLAIR COUNTY, AND APPROVED BY THE VILLAGE PRESIDENT THIS

17th DAY OF Decembe 2012.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

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ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_

**ORDINANCE NO. 1444**

**AN ORDINANCE OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF FREEBURG, ILLINOIS,  
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AND THE  
MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE VILLAGE OF FREEBURG, ILLINOIS AND THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO, LOCAL 148**

---

**WHEREAS**, the International Union of Operating Engineers, AFL-CIO, Local 148 (the “Union”) is the authorized bargaining representative for certain employees of the Village of Freeburg Public Works Department;

**WHEREAS**, the duly authorized representatives of the Village of Freeburg in good faith have negotiated a three (3) year collective bargaining agreement (“Agreement”) with the Union;

**WHEREAS**, the Agreement has been ratified by the membership of the bargaining unit;

**WHEREAS**, the Village of Freeburg is authorized to enter into the Agreement under the Illinois Municipal Code (65 ILCS 5/8-1-7) and the Illinois Public Labor Relations Act (5 ILCS 315/21);

**WHEREAS**, the Board of Trustees has determined that it is in the best interest of the Village of Freeburg to execute the Agreement.

**NOW, THEREFORE**, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

**SECTION 1.** The Agreement between the Village of Freeburg and the Union, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**SECTION 2.** The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and the Village Clerk is hereby authorized and directed to attest the same.

**SECTION 3.** The Village Board hereby authorizes disbursement of all retroactive pay as provided in the Agreement.

**SECTION 4.** This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this \_\_\_ day of December, 2012.

AYES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**VILLAGE OF FREEBURG, ILLINOIS**

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

*COLLECTIVE BARGAINING AGREEMENT*

*BETWEEN*

*VILLAGE OF FREEBURG, ILLINOIS*

*AND*

*INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO, LOCAL 148*

*April 1, 2011 through March 31, 2014*

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**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 1 – RECOGNITION**

### **Section 1.01 – Recognition:**

The Employer hereby recognizes the Union as the sole and exclusive collective 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-10-230. The bargaining unit shall include:

**Included:** All persons employed regular and full-time by the Village of Freeburg in the following job titles or classifications: Crew Worker—in the Village’s Sewer, Street and Water Departments; Apprentice Lineman—in the Village’s Electric Department; Lineman—in the Village’s Electric Department.

**Excluded:** All persons employed part-time or seasonally by the Village of Freeburg in its Public Works Department, who operate the municipal pool and who perform grass-cutting and/or leaf pick-up duties; and all other employees of Village of Freeburg excluded by the Illinois Public Labor Relations Act.

## **ARTICLE 2 – UNION SECURITY**

### **Section 2.01 – 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 2.02 of this agreement.

### **Section 2.02 – 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 (20<sup>th</sup>) 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 2.03 – 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 (30<sup>th</sup>) 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 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 3 – UNION ACTIVITIES**

#### **Section 3.01 - Nondiscrimination:**

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

#### **Section 3.02 – Visits by Union Representation:**

Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Department Head 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 3.03 – 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 and one (1) employee as the Shop Steward. The Union shall notify the Employer, in writing, as soon as such employees are appointed. Said written notice shall be sent to the Department's Head.

No employee, Chief Steward or Shop 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 3.04 – 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 Public Works Department.

An employee may be granted an unpaid leave of absence of more than one 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 4 – MANAGEMENT RIGHTS**

**Section 4.01 – Rights of Management**

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the employees in the Public Works Departments, 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 Public Works Department 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 Public Works Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Public Works department 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 Public Works Department, 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 Employer's Public Works Department and the amount of the budget to be adopted thereto.

**Section 4.02 – 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 4.03 – 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 4.04 – 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 4.05 – 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 4.06 – Supervisors Doing Work:**

Supervisors may continue to perform bargaining unit work they heretofore performed which is incidental to their jobs. They may also 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 5 – No Strike/No Lockout**

### **Section 5.01 - 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 Section 15.01.

### **SECTION 5.02 - 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 6 – HOURS OF WORK**

### **Section 6.01 – Workday / Week:**

The Public Works Director shall have the right to set the schedule for all employees. A normal work pay period shall consist of eighty (80) hours in a fourteen (14) day pay period. The work week for all employees shall be from 12:01 a.m. on Monday to midnight (12:00) the following Sunday. All employees covered by this agreement shall work eight consecutive hours per day, and five consecutive days per work week. The normal work day shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for an unpaid meal period. Supervisors will schedule meal periods to accommodate operating requirements following State of Illinois laws. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The Employees will also receive two 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. Emergencies, including but not limited to Snow Plowing, Water Plant failure, Water Tower failure, Lift Station failure, Ice Storms, Storms, Water Main Breaks, Sewer Line Breaks, Distribution Maintenance, Power Outages, Electrical Emergencies, General Infrastructure repair shall supersede this section.

The Employer reserves the right to implement an automated time clock system and to require employees to clock in at the beginning of their shift and clock out at the end of their shift.

The Employer shall have the exclusive right to determine the work week, the schedule and all other matters pertaining to hours worked. Should current shifts change, employer agrees to give all employees a fourteen (14) day notice of any change.

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.

## Article 7 - Overtime

### Section 7.01 - 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 7.02 – 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 7.03 Availability on Weekends, Holidays, and Non-Normal Hours of Work:

a) Linemen are subject to twenty-four (24) hour telephone standby which shall be shared equally. Water, Sewer and Street department personnel are subject to twenty-four (24) hour telephone standby which shall be shared equally. All employees are required to keep their Village issued cell phones on and respond to emergency calls from their supervisor at all times. In order to assure equal distribution of the standby duties, the following on-call system shall be followed.

b) One (1) lineman and one (1) non-lineman will be designated "on call" each weekend beginning Tuesday at 7:00 a.m. through the following Tuesday at 6.59 a.m. The "on call" restrictions shall not apply to non-normal work time when a normal work day is followed by a normal work day within twenty-four (24) hours. For example, in a week without a holiday, "on call" restrictions would be in effect from 3:30 p.m. on Friday until 6.59 a.m. on Monday. For the purposes of this section, an employee's birthday shall not be considered a holiday.

c) The employee(s) designated as "on call" shall be available for work for emergencies unless prior arrangements have been made with the Supervisor. If an on call employee becomes unable to respond due to an emergency, sickness, or injury, he must notify his supervisor as soon as practical. Employees who are "on call" for work during a week shall receive five (5) hours pay at their regular rate of pay in the week in which they are "on call" and an additional two (2) hours at their regular rate of pay for each holiday (other than an employee's birthday) whether or not they are called for work during the week, provided that this payment shall not be paid to an employee who could not be reached or refuses a call unless the employee has arranged in advanced with his supervisor for another employee acceptable to the Employer to cover his on-call duties.

d) If called to work, the employee will receive no less than two (2) hours overtime pay, except for extensions to normal work day.

e) When there is a need for an employee to be contacted by the Employer for an emergency, the on-call employees will be contacted first and are expected to answer the call. If extenuating circumstances prevent an immediate answer, the employee will have fifteen (15) minutes to make a return call to the person calling them for directions and an explanation of the emergency at hand. The employee shall report as directed by the supervisor and shall have thirty (30) minutes to respond to the location of the emergency in uniform and in an Employer owned vehicle. Upon initial contact with the supervisor, and at the supervisor's discretion, the response time may be extended for up to one and one-half (1 ½) hours. The employee will then make contact with their supervisor and give them a status report. If the employee on call fails to make contact in the above stated time, that employee will be subject to discipline in accordance with Section 15.01. If an employee that is not on call does not answer their phone or respond to an attempt made by the Employer to contact them in a time period of two (2) hours then said employee will be subject to discipline in accordance with Section 15.01.

**Section 7.04 – Additional Overtime Canvassing:**

When canvassing employees for overtime or for call-outs, employees shall be canvassed in a batting order rotation, beginning with the qualified senior employee on the overtime list. Subsequent overtime canvasses shall begin with the employee next on the list following the employee who last worked the overtime. The Employer shall reasonably attempt to offer the overtime to the employee(s) who are at the top of the batting order rotation.

**Section 7.05– Meal Allowance:**

A meal allowance of seven dollars and fifty cents (\$7.50) will be granted if required to work three (3) hours or more over a normal workday or when called out to work in excess of four hours overtime.

**Section 7.06 – 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 7.07 – 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 7.02 - 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. In any case, compensatory time off will not be taken in increments of less than eight (8) hours without the express permission of Employer. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time

off in writing, with (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 the execution date of this Agreement will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer.

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. 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.

## **ARTICLE 8 – HOLIDAYS**

### **Section 8.01 – 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	Veterans Day
Presidents 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 8.02 – Floating Holiday:**

Along with the holidays listed in Section 8.01 employees shall select a floating holiday of their choice and shall receive a holiday allowance of eight 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 8.03 –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 8.01, which may vary from the actual holiday date.

**Section 8.04 – 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 10.06).

**Section 8.05 – 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 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 9 – WAGES**

**Section 9.01 – 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.

<u>Classification</u>	<u>4-1-2010</u>	Effective <u>4-1-2011</u> 2%	Effective <u>4-1-2012</u> 3%	Effective <u>4-1-2013</u> 2%
Crew Worker	\$21.144	\$21.57	\$22.22	\$22.66
Crew Leader	\$22.265	\$22.71	\$23.39	\$23.86
Public Works Specialist	\$22.005	\$22.45	\$23.12	\$23.58
Apprentice Lineman				
Level I	\$21.570	\$22.00	\$22.66	\$23.11
Level II	\$22.570	\$23.02	\$23.71	\$24.18
Level III	\$23.570	\$24.04	\$24.76	\$25.26
Level IV	\$24.570	\$25.06	\$25.81	\$26.33
Journeyman Lineman	\$25.570	\$26.08	\$26.86	\$27.39
Head Journeyman Lineman	\$26.580	\$27.11	\$27.92	\$28.48

**Section 9.02– Apprentice Step Rate:**

To be advanced to the next level, Apprentice Lineman must complete eighteen hundred (1800) hours of on the job training plus successfully complete any required training classes. All straight time and overtime hours will be calculated toward the accumulation of the eighteen hundred (1800) hours necessary for advancement. Absences from work for any reason, vacation, holidays, sick leave, etc. shall not be used to calculate the hours needed for advancement.

**Level I:**

Step 1. Learn the operation of an electric utility, operation of equipment and line tools, light climbing, tree trimming around secondary. Learning to work under and take directions from senior employees. Complete and pass T.V.P.P.A. Climbing Lab A or equivalent within six months.

Step 2. Operation of equipment and tools, application of material, secondary hookups, service work, tree trimming around secondary and services, learning to work under utility personnel. Climbing to secondary, Power Plant maintenance. Complete and pass T.V.P.P.A. Correspondence Course #1 or equivalent within six months of completing Step 1.

**Level II:**

Step 3. Operation of equipment and tools, application of material. Secondary hookups, transferring and stringing of secondary lines energized, climbing to primary and working on de-energized, installation of all material including transformers, tree trimming around secondary and services. Power plant maintenance. Complete and pass T.V.P.P.A. Correspondence Course #2 or equivalent within six months of completing Step 2.

Step 4. Climbing and bucket work, secondary and service work including three phase de-energizing work on all types of underground and overhead construction, tree trimming with sticks to energized primary lines (not above) and all lines below primary, wiring of transformers. Power Plant maintenance equipment operation. Complete and pass T.V.P.P.A. Line Construction Lab B or equivalent within six months of completing Step 3.

Level III:

Step 5. Climbing and bucket work, advanced skills in secondary and service work, general underground and overhead construction, work single phase primary energized supervised hot stick work to include fusing and installation of hot line clamps, tree trimming around single phase line on bucket. Complete and pass T.V.P.P.A. of Correspondence Course #3 equivalent within six months of completing Step 4.

Step 6. Climbing and bucket work, advanced skills in single phase primary work, general underground and overhead construction, supervised three phase, primary work in bucket energized, tree trimming around three phase primary. Complete and pass T.V.P.P.A. of Lab C or equivalent within six months of completing Step 5.

Level IV:

Step 7. Climbing and bucket work in all phases of line construction and maintenance supervised on three phase energized lines. Complete and pass T.V.P.P.A. Correspondence Course #4 or equivalent within six months of completing Step 6.

Step 8. Climbing and bucket work in all phases of line work. Complete and pass T.V.P.P.A. Apprenticeship top out exam or equivalent within six months of completing Step 7 or at such time as the next top out exam is scheduled.

**Section 9.03 Completion of Apprenticeship Steps:**

Apprentice Linemen shall make continuous progress towards the completion of the apprentice program within the timeframes set forth above and failure to do so shall constitute just cause for progressive discipline, up to and including discharge.

**Section 9.04 – Certification Reimbursement:**

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:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%

**Section 9.05 – Clothing Allowance:**

The Employer agrees to provide uniform service to all employees at no cost to the employee.

Specialty clothing such as rain suits, rubber boots, gloves, etc. shall be furnished by the employer at no cost to the employee

A two hundred dollar (\$200.00) annual allowance on work clothing will be provided for all employees covered by this agreement upon the supervisor’s approval and submittals of receipts. The allowance may only be used for work clothes necessary for job performance and not other wise provided by the Employer. Work boots must be ANSI approved safety shoes in order to qualify for reimbursement. Work boots damaged in the line of duty (beyond normal wear and tear) will either be replaced at no cost to the employee, or a credit may be given based upon the pro-rated life of the boots at the time of damage. The determination on if replacement is necessary or the amount of credit to be given shall be made at the sole discretion of the department head prior to purchase and the cost shall not exceed two hundred dollars (\$200.00).

An employee may carry over a maximum of two hundred dollars (\$200.00 from one year to the next and may accumulate a maximum clothing allowance of four hundred dollars (\$400.00). The clothing allowance must be used for qualified clothing and equipment. In no event shall an employee be entitled to a cash payment for any un-used clothing allowance.

**ARTICLE 10 – VACATION**

**Section 10.01 – 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) week notice, he/she will receive forty (40) hours of vacation leave compensation).

**Section 10.02 – Accumulation Rate:**

1. 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 19 years and every year after; eight (8) additional hours.

2. 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 19 years and every year after; eight (8) additional hours with a maximum of two hundred forty (240) hours vacation per year.

**Section 10.03 – 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 10.04 – 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 14, 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 or more employees request vacation at the same time, the most senior employee will be given first preference.

**Section 10.05 - 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. 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 10.06 - 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 8.04).

**Section 10.07 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 10.08 – 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 11 – SICK LEAVE**

**Section 11.01 – Sick Leave Accrual**

All regular, full-time employees shall receive ninety-six (96) hours of sick leave per calendar year. Sick leave shall accumulate at the rate of eight (8) hours per month.

**Section 11.02 – Carry Over**

All regular employees shall be able to carry over sick leave from one year to another. A maximum of one thousand nine hundred twenty (1920) hours of sick leave may be accumulated by an employee. Each January 1, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

**Section 11.03– 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, 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 11.04 – Use:**

Sick leave shall be used in minimum increments of one (1) hour.

**Section 11.05 – 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 Public Works Director or, in his/her absence, the immediate supervisor or other designee of the Director of Public Works.

**Section 11.06 – 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 12 – HEALTH AND WELFARE**

**Section 12.01 – 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 12.02 – 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 12.03 – Increase of Health Plan Costs**

If the annual average per employee cost of the Village Health Plan increases after the execution of this contract, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase over the previous year. 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 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 12.04 – Life Insurance**

The Employer shall obtain for each employee covered by the terms of the Agreement \$15,000 of life insurance, plus not less than \$2,000.00 of term life insurance for the employee's spouse and dependents.

**ARTICLE 13 -LEAVE OF ABSENCES**

**Section 13.01 – 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 Public Works Director 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 13.02 – 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, 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 13.03– Military Leave:**

Military leave will be granted as an unpaid leave in accordance with applicable law.

**Section 13.04 – Maternity Leave:**

Female employees shall be granted maternity leave in accordance with state and federal law.

**Section 13.05 – Non-Paid Leave of Absence**

(a) The Public Works Director 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 14 – SENIORITY**

**Section 14.01 – 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 purposes 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 14.02 - 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 14.03 – 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 14.04 – 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 14.05 Probationary Period:**

(a) A new employee entering the full time employment with the Employer shall be subject to a twelve (12) months 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 16. 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 14 will not apply to employees expressly employed on a temporary basis.

**Section 14.06 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 15 – DISCIPLINE**

**Section 15.01 – Progressive Discipline:**

Employees may be disciplined for just cause and all discipline is subject to Article 16 – 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 15.02 – 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 16 – GRIEVANCE PROCEDURE**

### **Section 16.01 – Definition:**

A grievance is defined 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 8.01, Designated Holidays, of this Agreement.

### **Section 16.02 – 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 16.03 – 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. 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 is 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 Administrator's 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 16.04 – 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 16.05 – 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 16.06 – 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 Administer 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 Administer 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 17 – LABOR / MANAGEMENT MEETINGS**

**Section 17.01 – 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 17.02 – 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 18 – SAFETY**

**Section 18.01 – 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 18.02 – 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 19 – Pension**

**Section 19.01 – Retirement Fund:**

From April 1, 2011 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 20 – GENERAL PROVISIONS**

**Section 20.01 – Residency Requirement:**

Employees shall maintain their place of residence within six miles of the Freeburg Community High School District #77.

**Section 20.02 – 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 21 – SUBSTANCE ABUSE POLICY**

**Section 21.01 – Drug-Free Workplace and Substance Abuse Policy:**

The Drug-Free Workplace and Substance Abuse Policy, attached as Appendix B, shall be in full force and effect under this Agreement

**ARTICLE 22 – SEPARABILITY AND SAVINGS**

**Section 22.01 – 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 22.02 – 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 23 – 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 24 – TERM OF AGREEMENT**

This Agreement shall be effective as of April 1, 2011, and shall continue through March 31, 2014, 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, 2014 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

\_\_\_\_\_  
Steward (Village of Freeburg)

\_\_\_\_\_  
Date



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

\_\_\_\_\_  
Union Representative Signature



## **APPENDIX "B" - DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY**

The Village is committed to providing a safe healthy and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

- (a) Reporting to work with any illegal drug in his/her system, possessing, distributing, selling, manufacturing, or the usage of any illegal drug;
- (b) reporting to work with any alcohol in his/her system, consuming alcoholic beverage while on Village premises, in Village vehicles, or while on Village business or time, or bringing alcohol onto Village premises or job sites, unless specifically approved by the Village Board of Trustees; and,
- (c) Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to, and including, termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered as usage. Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes shall, in the event such drugs could impair their physical, mental emotional or other faculties, notify their department head for further consideration.

The Village's substance abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness program;
- Drug testing of all applicants;
- Drug testing for accidents involving personal injury requiring medical attention and/or property damage;
- Drug testing when a supervisor reasonably suspects that an employee is using during working hours;
- Drug testing on a random basis at the discretion of the Board.

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately

from the employee's personnel file. These medical files will be kept locked and secured, and access will be limited to the Mayor, Personnel Committee, Administrator and Health Insurance Coordinator in the Village. Under no circumstances shall the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

If employees are involved in an accident causing damage to property or requiring medical attention, it is mandatory that the employee be screened to determine whether they test positive for drugs and/or alcohol. **NOTE: A positive drug or alcohol test may result in the loss of Workman's Compensation benefits.**

If a supervisor reasonably suspects that an individual is at work and using alcohol and/or drugs, the supervisor should notify the department head or Mayor to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be using drugs and/or alcohol. Symptoms may include, but are not limited to, slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol present or erratic behavior. The supervisor or department head should make a written record of the employee's name, the date, time and symptoms present. This documentation should be attached to the test results and kept in the confidential medical file as justification for why the tests were performed. In the State of Illinois, "reasonable suspicion" is defined as anything more than a hunch. Drug testing may include both blood and urine samples.

In the case of employees being tested for reasonable suspicion of substance abuse, the supervisor shall take the employee to the testing facility designated by the Village and shall arrange for transportation of the employee to his or her home after the testing.

The individual tested for reasonable suspicion shall not return to work the day of testing, but shall be sent home with pay. Pending the outcome of the testing, the employee shall not be permitted to return to work but shall continue to receive their normal pay. If testing results are negative, the employee will be allowed to return to work with no loss in pay. If the test results are positive, the employee shall cease to receive pay, must be re-tested, and must test negative before being allowed to return to work. The employee's normal pay shall resume upon returning to work. At the employee's option, accumulated sick leave and/or vacation can be taken to avoid loss of pay.

Violations of this policy, whether discovered by random testing, compulsory testing following an accident, or by employee admission shall be handled as follows:

For the first violation the employee will be offered an opportunity to enter a substance abuse rehabilitation program.

If the employee chooses not to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing for the next **three (3) years**. A positive test result during that **three (3) year** period will result in the employee's termination.

If the employee chooses to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing once every **three (3) months** for **one (1) year**. If the employee again tests positive during that **one (1) year** period, he or she shall have the option of entering an additional rehabilitation program. Whether or not the employee enters such additional rehabilitation program, he or she will be subject to random testing for an additional three (3) years and another positive test result during that **three (3) year** period will result in termination.

Any employee, who is allowed to return to work following a violation of this policy, whether or not he or she is participating in a substance abuse rehabilitation program, shall be expected to maintain satisfactory job performance. Nothing contained in this policy shall be construed to prevent an employee from being disciplined for any other misconduct, which may occur while using or under the influence of prohibited drugs and/or alcohol. Any employee convicted under any drug or alcohol related criminal statute shall be deemed to be in violation of this policy.

While the Village does not condone the abuse of alcohol, prescription drugs, and/or the use of illegal drugs, the Village does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management, the Village will assist the employee in seeking treatment. This treatment will be at the sole cost and expense of the employee. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

While the Village health insurance plan may provide rehabilitation benefits under certain conditions, such benefits are not guaranteed and it shall be the responsibility of the employee to qualify for any available benefits. Employees are encouraged to read the health insurance plan in force from time to time for further information.

Access to the Village/s premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee/s office, desk, file cabinet, closet, locker, or similar place. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to the Village.

Any prohibited materials (or materials that may be found to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal

and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving or on the premises or property of the Village. Refusal to cooperate in such an inspection or search is grounds for termination. No employee shall place or utilize a lock on any Village property including lockers, desks or cabinets without providing the Village with a spare key to gain access to the locked area in the event the employee is unable or unwilling to open the lock.

**ORDINANCE NO. 1445**

**AN ORDINANCE OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF FREEBURG, ILLINOIS,  
AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE  
AN AGREEMENT BETWEEN THE VILLAGE OF FREEBURG, ILLINOIS AND  
COVENTRY HEALTH CARE OF MISSOURI FOR GROUP HEALTHCARE  
COVERAGE FOR VILLAGE EMPLOYEES**

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**WHEREAS, COVENTRY** has submitted its proposal to provide group health insurance coverage for the employees of the Village of Freeburg during calendar year 2013, and;

**WHEREAS,** the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village to enter into an agreement with Coventry Health Care of Missouri. to provide such professional services,

**NOW, THEREFORE,** be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

**SECTION 1.** The recitals set forth above are hereby adopted found true and correct and are incorporated by reference as if fully set forth herein.

**SECTION 2.** The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Municipality enter into an agreement for professional services for healthcare insurance coverage for village employees.

**SECTION 3.** The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute an Agreement based on the premium quote and benefits summary attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Agreement.

**SECTION 4.** This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this 17th day of December, 2012.

AYES \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**VILLAGE OF FREEBURG, ILLINOIS**

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

PPO QAR5000-20	Member Responsibility	
	In-Network	Out-of-Network
<b>ANNUAL DEDUCTIBLE</b>		
Individual	\$5,000	\$5,000
Family	\$10,000	\$10,000
<b>OUT-OF-POCKET MAXIMUM</b>		
Individual (Includes Deductible)	\$5,250	\$12,000
Family (Includes Deductible)	\$10,500	\$24,000
<b>LIFETIME MAXIMUM</b>	Unlimited	Unlimited
<b>PHYSICIAN OFFICE VISITS</b>	\$20 Copay per visit after deductible	30% of covered expenses after deductible
<b>SPECIALIST OFFICE VISITS</b>	\$40 Copay per visit after deductible	30% of covered expenses after deductible
<b>PREVENTIVE CARE</b>		
Annual Gynecological Exam	\$0 Copay	30% of covered expenses after deductible
Well Child Care	\$0 Copay	30% of covered expenses after deductible
Adult Physical	\$0 Copay	30% of covered expenses after deductible
<b>INPATIENT HOSPITAL SERVICES</b>		
Coverage provided for semi-private room, lab, x-rays, diagnostic laboratory and radiology, medications, anesthesia, short-term rehabilitation services and radiation therapy.	0% Coinsurance per admission after deductible	30% Coinsurance per admission after deductible **
<b>OUTPATIENT SERVICES</b>		
Outpatient Surgery	0% Coinsurance per visit after deductible	30% of covered expenses after deductible***
Lab	0% Coinsurance per visit after deductible	30% of covered expenses after deductible***
X-Ray	0% Coinsurance per visit after deductible	30% of covered expenses after deductible***
High Tech Diagnostic	0% Coinsurance per visit after deductible	30% of covered expenses* after deductible***
<b>EMERGENCY ROOM (Waived if admitted)</b>	\$200 Copay per visit after deductible	\$200 Copay per visit after deductible
<b>URGENT CARE</b>	\$50 Copay per visit after deductible	\$50 Copay per visit after deductible
<b>VISION SERVICES</b>	\$40 Copay per visit after deductible	30% Coinsurance after deductible
<b>CHIROPRACTIC SERVICES</b>	\$20 Copay per visit after deductible	30% of covered expenses after deductible
<b>SKILLED NURSING FACILITY (Limited to 45 days per calendar year)</b>	0% Coinsurance per admission after deductible	30% of covered expenses after deductible**
<b>HOME HEALTH CARE</b>	0% Coinsurance after deductible	30% of covered expenses after deductible***
<b>PHYSICAL, SPEECH &amp; OCCUPATIONAL THERAPY (Limited to 60 combined visits)</b>	0% Coinsurance per visit after deductible	30% of covered expenses after deductible***
<b>MENTAL HEALTH, SUBSTANCE ABUSE SERVICES</b>		
Inpatient Hospital	0% Coinsurance per visit after deductible	30% of covered expenses after deductible **
Outpatient Office Visit	\$40 Copay per visit after deductible	30% of covered expenses after deductible
<b>PRESCRIPTION DRUGS (Includes Oral Contraceptives and Managed Formulary)</b>	\$12 Tier 1/ \$30 Tier 2/\$55 Tier 3 / \$150 Tier 4/\$300 Tier 5	Covered at participating pharmacies for in-network copays
<b>CLAIM FORM REQUIRED</b>	No	Yes

\*To receive In-Network benefits, services must be provided by a Coventry Health Care of Missouri contracted Physician or precertified by Coventry Health Care of Missouri.  
 \*\* \$1,000 penalty for failure to Pre-certify.  
 \*\*\* 20% penalty for failure to Pre-certify.  
 All Mental Health Services must be prior authorized in advance by calling the Coventry Health Care of Missouri Behavior Health line at 1-877-227-3520.

**Coventry Health Care of Missouri**  
VILLAGE OF FREEBURG

<b>Demographics:</b>	County: Saint Clair Region: IL State/Zip: 62243	Contacts: Agency: Bill Schmalz Agency: ---Independent Agency--- Account Mgr: Maria Llewellyn	Other Factors: SIC Code: 9111 Association: None Renewal Date: 01/01/2013
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**RATE COMPARISON FOR SUBGROUP(S): 6468650899, 6468650001**

	EMPLOYEE	EMPLOYEE + CHILD	EMPLOYEE + CHILDREN	EMPLOYEE + SPOUSE	FAMILY	MONTHLY PREMIUM	% Change (Monthly Prem)
Current Rates	\$229.10	\$446.75	\$446.75	\$481.11	\$698.76	\$15,143.59	0%
<b>PROPOSED RENEWING PRODUCT:</b>							
PPO QA5000-12	\$277.62	\$541.36	\$541.36	\$583.00	\$846.74	\$18,350.66	21.2%
<b>ALTERNATE PRODUCT(S):</b>							
PPO QAR5000-20	\$254.78	\$496.82	\$496.82	\$535.04	\$777.08	\$16,840.98	11.2%

**DETAIL INCLUDING RIDERS:**

PRODUCT NAME	RX	FSA	HSA
<b>PROPOSED RENEWING PRODUCT:</b>			
PPO QA5000-12	\$12/\$30/\$55/\$150/\$300-Q	None	None
<b>ALTERNATE PRODUCT(S):</b>			
PPO QAR5000-20	\$12/\$30/\$55/\$150/\$300-Q	None	None

**ORDINANCE NO. 1446**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, AUTHORIZING THE VILLAGE TO ENTER INTO AND THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING FURLOUGHING OF CREW LEADER POSITION**

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**WHEREAS**, the Board of Trustees of the Village of Freeburg, Illinois believes it is in the best interest of the Village enter into a Memorandum of Understanding Regarding Furloughing of Crew Leader Position (“MOU”), attached hereto as Exhibit A;

**WHEREAS**, the Village is authorized to enter into the MOU, pursuant to the Illinois Municipal Code;

**NOW, THEREFORE**, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

**SECTION 1.** The recitals set forth above are hereby adopted found true and correct and are incorporated by reference as if fully set forth herein.

**SECTION 2.** The Board of Trustees hereby determines that it is advisable, necessary and in the public interest that the Village of Freeburg enter into the Memorandum of Understanding attached hereto and made a part hereof.

**SECTION 3.** Upon execution by all other parties to the MOU, the Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Memorandum of Understanding attached hereto and made a part hereof, and to do all other things necessary and essential, including the execution of any documents and certificates necessary to carry out the provisions of said Memorandum.

**SECTION 4.** This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this \_\_\_\_ day of December, 2012.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

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\_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**VILLAGE OF FREEBURG, ILLINOIS**

\_\_\_\_\_  
Raymond S. Danford, Village President

ATTEST:

\_\_\_\_\_  
Jerry Menard, Village Clerk

Approval as to Legal Form:

\_\_\_\_\_  
Village Attorney

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING FURLOUGHING OF CREW LEADER POSITION**

This MEMORANDUM OF UNDERSTANDING (“Memorandum”) between the Village of Freeburg (“Employer”) and the International Union of Operating Engineers, AFL-CIO, Local 148 (“Union”) is intended to constitute a final and full resolution of all issues and/or disputes arising out of the Employer’s decision to furlough the crew leader position and the parties agree and stipulate as follows:

1. The position of crew leader shall be considered furloughed upon the execution of this Memorandum.
2. Jeff Mohr (“Mohr”), Union and Employer agree to resolve all issues concerning the furloughing of the crew leader position as follows:
  - a. Mohr shall be returned to the position of crew member upon execution of this Memorandum.
  - b. Mohr shall continue to receive his current rate of compensation (\$22.26 per hour) until the crew member compensation exceeds that amount.
  - c. Mohr shall receive eighty (80) hours of compensatory time which must be used as time off and cannot be cashed out.
  - d. In the event that the Union and the Employer enter into a collective bargaining agreement which provides bargaining unit members with retroactive wage increases for work performed prior to the execution of this Memorandum, Mohr shall receive a one-time payment equal to the average of all the crew members’ retroactive wage increase compensation.
  - e. Employer shall prepare a letter to be placed in Mohr’s personnel file signed by the Mayor indicating that Mohr was not demoted for cause and that the elimination of the crew leader position was due to economic and operational considerations.
  - f. Mohr and the Union agree that this Memorandum fully resolves all issues and matters arising out of the furloughing of the crew leader position. Mohr and the Union waive any further right to recourse in state or federal court, before the Illinois Labor Relations Board or any other administrative agency, or in arbitration, arising from the Employer’s decision to furlough the crew leader position. Mohr and the Union fully release the Employer and its agents and employees from any and all liability resulting from the furloughing of the crew leader position.
3. This is a one-time agreement and shall not be precedent setting.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Mayor, Village of Freeburg, Illinois

\_\_\_\_\_  
Business Representative  
International Union of Operating Engineers,  
AFL-CIO, Local 148

\_\_\_\_\_  
Attest, Village Clerk (Seal)

\_\_\_\_\_  
Negotiator  
International Union of Operating Engineers,  
AFL-CIO, Local 148

\_\_\_\_\_  
Negotiator  
International Union of Operating Engineers,  
AFL-CIO, Local 148

JEFF MOHR:  
  
\_\_\_\_\_