

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,**

**LOCAL 399**

**AND**

**OSWEGO TOWNSHIP ROAD DISTRICT**

**4/01/2023 to 4/30/2027**

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## **PREAMBLE**

This Agreement has been made and entered into by and between the Oswego Township Road District, , Kendall County, Illinois, (hereinafter "Employer" or "Road District") and the International Union of Operating Engineers, Local 399, (Union), on behalf of certain employees described in Article I. In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **ARTICLE I – RECOGNITION**

### **Section 1.1: Recognition**

The Road District hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as ordered by the Illinois Labor Relations Board, State Panel, in Case No. S-RC-19-013, and as follows:

#### **Included:**

All full-time employees of the Oswego Township Road District in the following titles:  
Crew Chief; Laborer/Operator

#### **Excluded:**

Highway Commissioner; Operations Manager; all elected officials; all employees of the township office; all employees of the township assessor's office; all part-time and seasonal personnel; all supervisory, confidential and managerial employees as defined under the IPLRA; all other employees of the Oswego Township Road District in Kendall County.

### **Section 1.2: Gender**

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

## **ARTICLE II - UNION RIGHTS**

### **Section 2.1: Union Activity During Working Hours**

Except as may be expressly permitted by this Agreement, there shall be no Union activity by employees during work hours. Union activities within Employer facilities shall be restricted to administering this Agreement. The spokesman or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The spokesman or his/her designees will ask for and obtain permission from the Highway Commissioner of any employee with whom he/she wishes to carry on Union business.

After requesting and receiving permission from the Highway Commissioner or his designee, authorized agents of the Union shall have access to the Road District's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Road District's working schedule.

### **Section 2.2: Bulletin Board**

The Employer shall provide the Union with a bulletin board of at least six square feet in area in a non-public place at the Road District Facility upon which the Union may post its official notices of a non-inflammatory and non-political nature and which are not critical of the Road District or any officer or employee of the Road District. A copy of all notices shall be given to the Highway Commissioner at the time of posting on the bulletin board. The bulletin board shall be neatly kept, and outdated material shall be removed in a timely manner. All notices shall be initialed by the individual who posts the notice. Notices not properly initialed may be removed from the Union's bulletin board by the Employer.

### **Section 2.3: Fair Representation**

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether they are members of the Union.

## **ARTICLE III - UNION DUES CHECKOFF**

### **Section 3.1: Dues Deductions**

The Road District agrees to deduct from the pay of those employees who are Union members or all of the following: (i) Union membership dues, assessments, PAC, or fees; and (ii) Union sponsored credit and other benefit programs.

While this Agreement is in effect, the Road District will deduct from each employee's paycheck once each month, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Township a lawful, voluntary, effective check off authorization form. The form shall be provided by the Union and approved by the Township. The Township will honor all executed check off authorization forms received not later than fifteen (15) working days, i.e., days the Township's administrative offices are open, prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

The Road District shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than the tenth (10<sup>th</sup>) day of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this due's deduction provision.

The check-off authorization shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card in the form set forth in Appendix A to this Agreement. The Union shall notify the Road District of any

revocations no later than the first day of the month following the month in which it receives notice that the card is revoked. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Road District receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earning after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Road District's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Road District by the Treasurer of the Union and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision, the Union may change the fixed uniform dollar amount or rule or formula, which will determine the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Road District forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

### **Section 3.2: Hold Harmless**

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

### **Section 3.3: Management Rights**

Except as specifically limited by the provisions of this Agreement, the Road District retains all traditional rights to manage and direct the affairs of the Road District in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Road District; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non- probationary employees for just cause (probationary employees with or without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Township and the Road District at all times including during an event of civil emergency as may declared by the Township Supervisor, Highway Commissioner, or their authorized designees. It is the sole discretion of the Township Supervisor to determine that civil emergency conditions

exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

### **Section 3.4: Subcontracting**

It is the general policy of the Road District to continue to utilize its employees to perform work they are qualified to perform. However, if the Road District is considering subcontracting out any work, at least thirty (30) calendar days notification will be provided to the Union. The Road District agrees to negotiate with the Union, upon request, both the decision and impact of any proposed subcontracting.

Furthermore, and notwithstanding the above, the Road District agrees it will not subcontract bargaining unit work if the subcontracting would result in the layoff or termination of any bargaining unit employee(s) or would result a reduction in the number of straight time hours worked by any bargaining unit employees. The Road District and the Union recognize that the above does not diminish any inherent management rights related to filling vacant bargaining unit positions.

## **ARTICLE IV - HOURS OF WORK AND OVERTIME**

### **Section 4.1: Workday and Workweek**

Employees shall be assigned to work shifts, as established by the Road District, which provide 40 hours of work time (inclusive of 2 paid 15-minute breaks and one unpaid 30-minute lunch) each work day. Employees shall be granted a one-half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to take their lunch break as soon as work demands permit, or with the Highway Commissioner's permission, may end the workday thirty (30) minutes early. This is not intended to be used regularly. The parties will continue the current practice of on-site work breaks as work permits not to exceed fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, with the permission of the on-site supervisor. Workday will be 7:00 am to 3:30 pm. Employees working more than twelve (12) consecutive hours will be provided rest and meal breaks as appropriate with the permission of the Highway Commissioner or his designee.

The Highway Commissioner may change shift hours on a temporary basis for times and projects he deems appropriate with agreement of a Union spokesperson. The Employer reserves the right to implement new work time recording systems.

### **Section 4.2: Mandatory Rest Period**

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



### **Section 4.3: Hourly Rate and Overtime**

Regular rate of pay is determined by dividing an employee's annual salary by 2080 hours. All hours worked in excess of 8 hours per day of actual work time during the designated work day, or forty (40) hours in a work cycle, shall be paid at time and one-half the regular rate of pay. A "work cycle" is defined as a regularly recurring 7-day period. "Hours worked" means actual hours worked by the employee. Consistent with current practice, vacation time, sick time, personal days, holidays, or other paid absences from work will be considered hours worked for the purposes of calculating overtime. Any snow or ice removal outside the employee's regular schedule shall be paid at time and one-half the employee's regular hourly rate except on holidays. Regularly scheduled overtime for Saturday and Sunday work shall be paid at one and one-half times the regular rate of pay.

Any employee who is called back to work on an assignment which does not continuously precede or follow the employees regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. The Road District shall recognize that in some instances, employees are required to come into work before their scheduled shift starts. In such situation, the employee will be allowed to stay and work for at least eight (8) hours that day; and with the Employer's permission, employees may be allowed to work until the regular end of the shift. However, the Employer maintains the right to send the employee home after working twelve (12) continuous hours.

### **Section 4.4: Overtime Distribution**

The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, the Highway Commissioner or his designee(s) shall have the right to require overtime work and Employees may not unreasonably refuse overtime assignments. Non-scheduled overtime shall generally be assigned to the on-call employee first, and then offered to members in a fair and equitable method as needs dictate. Scheduled overtime shall be offered to members in a fair and equitable method as needs dictate. The Employer reserves the right to select employees for overtime assignments based on numerous factors, including individual skills, certifications, licenses, and distance from the job site.

In case of an emergency, the Highway Commissioner or his designee may pass up the on-call employee for an employee more suited to the emergency work required. Further, the Township Highway Commissioner can continue to perform all duties of Union employees as he sees fit.

### **Section 4.5: On-Call Assignments**

All employees shall be placed on a weekly rotating on-call list. Employees will receive ~~\$50.00 a week~~ **one (1) hour straight time pay for each day** for being on-call and must remain readily available to work. **Such hour's pay shall not count towards overtime purposes, nor shall it be considered an "hour worked."** If an employee is unable to serve his weeks, that employee is responsible for finding a replacement for his on-call weeks of on-call duty of less than

a full week. Furthermore, that employee must also notify the Highway Commissioner ~~24 hours~~ in advance of the on-call week change so that the employee who covers the day will be compensated. The designated on-call employee remains responsible for making sure his shift will be covered.

On-call weeks begin at 7:00am Monday and continue through to the following Monday at 7:00am.

#### **Section 4.6: Compensatory Time**

In lieu of overtime pay, an employee may earn compensatory time at the appropriate overtime rate for each overtime hour worked in accordance with the Fair Labor Standards Act (FLSA). Employees may not accumulate more than forty (40) hours of compensatory time at any given time and in each calendar year (maximum accrual is a solid 40 hours, not a rolling 40 hours). Employees may roll over unused compensatory at the end of a calendar year to the next calendar year, with the understanding that the "rolled over" compensatory time counts toward the 40-hour limit in the following year. Compensatory time requests must be submitted in writing to the Highway Commissioner at least 24 hours prior to the date sought to be used, unless the Highway Commissioner, or designee, in his discretion authorizes the leave with less than 24 hours' notice. In the event that the employee is called in for overtime, the employee cannot use compensatory time to reduce his regular shift. The Road District shall not unreasonably deny use of compensatory time, and they shall generally be granted provided there are sufficient personnel to cover the Road District's work requirements at no additional cost or expense to the Road District. Compensatory time generally may be taken in no less than two-hour increments, but the Highway Commissioner or designee may approve use in less than two-hour increments. Employees may cash out all or some accrued compensatory time once per year.

#### **Example of compensatory time calculation:**

If an employee has 6 hours of overtime on the upcoming pay period and the employee wants to convert all 6 hours into compensatory time the calculation would be as follows: The employee would receive 9 hours of compensatory time in lieu of 6 hours overtime. Another example: An employee is called in 3 hours early for snow plowing. He cannot then take 3 hours compensatory time at the end of the shift that day.

#### **Section 4.7: Meetings**

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

#### **Section 4.8: No Pyramiding**

Unless specifically provided for by this agreement, compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

## **ARTICLE V - SENIORITY**

### **Section 5.1: Seniority Defined**

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

### **Section 5.2: Breaks in Continuous Service**

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

### **Section 5.3: Seniority List**

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

### **Section 5.4: Probationary Employees**

A new employee hired after the effective date of this Agreement is probationary for the first twelve (12) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

## **ARTICLE VI - LAYOFF AND RECALL**

### **Section 6.1: Definition and Notice**

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

### **Section 6.2: General Layoff Procedures**

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

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

### **Section 6.3: Recall of Laid-Off Employees**

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

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

## **ARTICLE VII - DISCIPLINARY PROCEDURES**

### **Section 7.1: Employee Discipline**

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

- i. Oral warning with documentation of such filed in the employee's personnel file
- ii. Written reprimand with copy of such maintained in the employee's personnel file
- iii. Demotion
- iv. Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office
- v. Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office

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

## **Section 7.2: Disciplinary Records**

The Road District agrees:

1. Reprimands cannot be used for the basis of supplementing more severe disciplinary action after 30 months from date of issue;
2. Suspensions of less than three days cannot be used for the basis of supporting more severe disciplinary action after 42 months from date of issue; and
3. Suspensions of greater than three days and demotions cannot be used for the basis of supporting more severe disciplinary action after 54 months from date of issue.

## **Section 7.3: Reprimands**

In cases of documented oral and written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The employee will be given the opportunity to submit his written response outlining his point of view in regard to the incident. The employee's written response will be attached to and remain part of the reprimand as long as the reprimand remains in his/her file. Reprimands, whether written or oral, shall not be subject to arbitration but may be grieved only up to the Board of Trustees' step of the grievance process set forth in this Agreement.

## **Section 7.4: Right to Representation**

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

## **Section 7.5: Recognition of Officers**

The Employer shall recognize the duly elected spokesman and/or any other officers of the bargaining unit upon notification by the Union, in writing, of their election.

## **Section 7.6: Grievances Meetings**

The Employer shall allow one (1) of the designated spokesman to participate in all grievances at the employee's regular rate of pay if meetings are scheduled during normal working hours. Otherwise, there shall be no compensation of union members or spokesman for time spent in the investigating or processing of any grievance.

## **Section 7.7: Visits by Business Representatives**

The employer shall allow Business Representatives from the Union to talk to the bargaining unit on Road District property during non-working hours with reasonable notice to the Employer which the Employer shall not unreasonably withhold.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **Section 8.1: Grievance Defined**

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee and/or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other Road District grievance procedure.

### **Section 8.2: Processing of Grievance**

Grievances may be processed by an employee, the Union on behalf of an employee or on behalf of a group of employees, or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

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

### **Section 8.3: Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or the Union within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or within ten (10) calendar days after the date when the affected employee or the Union should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure:

#### **STEP ONE: HIGHWAY COMMISSIONER**

The employee or Union shall give written notification of his/her grievance to the Highway Commissioner. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provisions of the Agreement alleged to have been violated and the relief requested. The Highway Commissioner shall answer the grievance within ten (10) calendar days.

#### **STEP TWO: ARBITRATION**

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Union may refer the grievance to arbitration by giving written notice to the Highway Commissioner within seven (7) calendar days after receipt of the Township Board's answer in Step Two, or within seven (7) calendar days of the date the Step Two answer was due.

A. If the parties are unable to agree upon an arbitrator within seven (7) calendar days after the Road District receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, from the "metropolitan" (within 125 miles) area. Upon receipt of the panel, the Union shall strike a name and the Road District shall then strike a name until there is one person remaining, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

C. The arbitrator shall have no power, in his or her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of his Agreement. Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute.

D. The arbitrator shall consider and decide only the specific issue submitted as raised and presented in writing at Step Two and shall have no authority to make a decision on any issue not so submitted. The decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit a written decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, the matter shall be remanded to the parties without comment. In the event the arbitrator finds a violation of the Agreement, an appropriate remedy shall be included in the award. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Road District under applicable statutory and case law, except as authorized by this Agreement. Any decision or award of the arbitrator rendered in conflict with the limitations of this Article shall be advisory upon the Union, employees and the Road District. Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties.

#### **Section 8.4: Fees and Expenses of Arbitration**

The fee and expenses of the arbitrator, including the cost of any transcript requested by the arbitrator, shall be divided equally between the Employer and Union. Each party shall pay its own witnesses and attorney fees, the cost of the written transcript, if requested by both parties, including a copy of the transcript to the arbitrator, shall be split between the parties. Should only one party request a transcript, that party shall pay for the cost of the transcript. A grievant's attendance at grievance arbitration as a witness for, or representative of, the Union shall be treated as time worked and shall be compensated. In the event the grievant's participation in an arbitration hearing extends beyond the normal working hours the employee shall only be paid for normal working hours.

#### **Section 8.5: Forms**

Upon request, the Union shall furnish grievance forms.

#### **Section 8.6: General Rules**

Any decision not appealed by the employee or the Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be considered denied and appealable to the next step within the time limits set forth above. However, time limits at each step may be extended by mutual written agreement of the Union and the Road District.

No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

#### **Section 8.7: Notice of Union Representation**

The Union shall certify to the Road District the names of those employees who are designated as representatives and shall do so annually and upon any change. These employees shall be the only employees authorized to function as representatives but do not have the authority to enter into any agreement without the express authorization from the Union Business Representative.

### **ARTICLE IX - HOLIDAYS**

#### **Section 9.1: General Information**

There will be 13 recognized holidays for all full-time Employees:

- New Year's Day
- Martin Luther King Jr. Day
- Easter
- President's Day



- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

## **Section 9.2: Specific Applications**

If a holiday falls on a regularly scheduled workday, eligible employees shall receive the day off with pay. When a holiday falls on a Saturday and Easter Sunday, it shall be observed on the preceding Friday. When a holiday other than Easter falls on a Sunday, it shall be observed on the following Monday. Employees shall receive eight (8) hours of pay at their straight time rate for each recognized holiday. However, employees who are called into work on the actual date of Easter, Thanksgiving, or Christmas shall receive double their regular rate of pay with a minimum of four hours pay; and if called into work on any other holiday shall receive one- and one-half times their regular rate of pay for hours actually worked.

## **ARTICLE X - VACATIONS**

### **Section 10.1: Vacation Accrual**

All employees shall be eligible for paid vacation time. No vacation leave shall accrue during the first full year of employment. Employees successfully completing one full year of active employment shall be granted 40 hours of vacation to be taken during their second year of employment. Employees shall accrue vacation leave for use in subsequent years of employment on their anniversary dates based upon the following schedule:

After one year	40 hours
After two years	80 hours
After five years	120 hours
After ten years	160 hours

Vacation will be awarded each anniversary date. If an employee wants to use vacation time prior to accrual, such will be permitted subject to approval of the highway commissioner. Any vacation used before it is earned and accrued on the anniversary date will be deducted from the final paycheck if the employee leaves prior to accrual.

Any employee who seeks to carry over hours past their anniversary for use in the next year must give the Road District notice in writing prior to their anniversary date. If they do not, any accumulated, unused vacation time will be paid out with the employee's next paycheck.

## **Section 10.2: Vacation Scheduling**

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Vacation will accrue on the employee's anniversary date and the amounts accrued will be available for use until the next anniversary date.

In the month of December, employees will be given the opportunity to select vacation for the next year, based on seniority. After January 1 of each year, vacations shall be scheduled on a first come basis. Requests to schedule vacation shall be made at least seven (7) calendar days in advance. Any request for time off may be approved with less than 7 days' notice, at the discretion of the Highway Commissioner. A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

Vacation time may be used in increments of one-half shift or more. Employees can carry over into the next year a maximum of forty (40) hours of vacation time. Employees may cash out accrued and unused vacation time at 100% of base rate, any time during the year. The Highway Commissioner or designee will oversee approving/denying the vacation requests for bargaining unit employees.

## **Section 10.3: Accumulated Vacation at Separation**

Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay, with the exception that amounts from vacation that was used prior to accrual shall be withheld from any amounts paid. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her estate.

# **ARTICLE XI - OTHER PAID TIME OFF**

## **Section 11.1: Absence from Work**

For the purposes of this Article in this Agreement, "Paid Time Off" (PTO) shall be exclusively interpreted to include paid absences due to sick leave or personal leave. All paid absences from work must be reported to the Highway Commissioner or designee in charge at least one (1) hour prior to the employee's assigned work shift unless exigent circumstances prohibit the notice.

PTO is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. PTO may be taken by an employee who is unable to work by reason of a non-duty related illness, injury, disability, or to attend personal business.

On the employee's anniversary date, the employee shall accrue PTO at the rate of seven (7) days per year. PTO will have a maximum accumulation of 120 days (960 hours). Employees utilizing PTO hours shall be compensated for them according to their normal rate of pay.

Employees who have exhausted their accumulated PTO shall not be compensated for further absences unless approved by Highway Commissioner. If an employee has unused, accrued PTO time in excess of 960 hours as of his anniversary date, any hours in excess of 960 will not be paid out. Upon cessation of employment with the Road District, the Road District will payout any accumulated, unused vacation time, but not any accumulated, unused PTO time.

### **Section 11.2: Pension Benefit at Retirement**

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

## **ARTICLE XII - LEAVES OF ABSENCE**

### **Section 12.1: Disability Leave**

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

### **Section 12.2: Discretionary Leave of Absence**

An Employee with at least three (3) years of service may request a leave of absence from work for a period of up to one (1) year subject to written approval of Highway Commissioner. The Road District shall set the terms and conditions of any approved leave, but the leave shall be without pay or benefits.

### **Section 12.3: Bereavement Leave**

In accordance with the Family Bereavement Leave Act, 820 ILCS 154/1, employees shall be entitled to a total of ten workdays of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral for a covered family member; (2) make arrangements necessitated by the death of the covered family member; (3) grieve the death of the covered family member or (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed pregnancy or fertility; or (v) a stillbirth.

Of those ten workdays, an employee shall be entitled to receive three (3) day's paid bereavement leave in the event of the death of a parent, stepparent, child, stepchild, brother or sister, spouse, or domestic partner. Of those ten workdays, an employee shall be entitled to receive one (1) day paid bereavement leave for the death of a grandparent, grandchild, mother-in-law, and father-in-law. Employees' use of bereavement hours shall not be chargeable against their accumulated sick leave or PTO, unless an employee elects to use such accumulated sick leave days or PTO days for compensation during what would otherwise be the unpaid portion of the bereavement leave (for example, of the 10 days off for bereavement leave, the employee could receive three paid bereavement leave days, then use 7 accumulated sick days for a total of 10 paid

bereavement days.) Bereavement leave under this section must be completed within 60 days after the date on which an event listed above in (4) occurs. An employee may also elect to use their accumulated paid vacation time or accumulated sick or PTO days to receive compensation for any part of the 10 bereavement leave days.

#### **Section 12.4: Jury Leave**

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay for up to fifteen (15) days. Any compensation received from the court as a result of serving on jury duty shall be signed over to the Road District. Employees shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve. In the event that an Employee does not spend 8 hours on jury duty, then the Employee shall work the difference between 8 hours and the time actually spent on jury duty; however, no Employee shall be required to work less than 2 hours in a day.

#### **Section 12.5: Military Leave**

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

### **ARTICLE XIII - HEALTH INSURANCE**

The Employer shall continue to make available to non-retired employees and their eligible dependents health insurance coverage and benefits, according to a plan or plans selected by the Employer. Employees may have the option to select coverage under a plan above and beyond that coverage provided by the Employer's base plan at an additional cost to the employee. The current base plan is the HMO plan. Employees selecting the PPO plan will pay the difference between the Employer's contributions for coverage under the base plan. The Employer shall contribute 90% toward the premium cost for the individual employee's coverage for the base plan. The Employer shall contribute the amount stated in the following schedule toward the premium cost for the employee's dependents' coverage for the base plan:

Effective March 31, 2023 – 90%

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

## **ARTICLE XIV - MISCELLANEOUS**

### **Section 14.1: Safety Incentive**

As a safety incentive for employees with good records in safety and accidents, any bargaining unit employee who has worked continuously (by terms of this Agreement) for a whole year starting the year on December 1<sup>st</sup> shall be rewarded with a \$350.00 bonus during the month of December.

## **ARTICLE XV - LABOR-MANAGEMENT CONFERENCES**

The Union and the Road District agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than three Union representatives and three representatives of the Road District. By agreement of the parties, this number may be increased. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. However, the non-requesting party may add agenda items, if so desired. Such conferences, times and locations, shall be limited to: (a) discussion on the implementation and general administration of this agreement; (b) a sharing of general information of interest to the parties; (c) non-emergency safety issues; (d) notifying the Union of changes in conditions of employment contemplated by the Road District which may affect employees; and (e) other items as agreed by the parties.

It is expressly understood and agreed that the meetings shall be exclusive of the grievance procedure. The meeting shall be chaired by a Road District representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees who are attending during regular work hours. Grievances and arbitrations shall not be discussed at such meetings.

## **ARTICLE XVI - UNIFORMS AND EQUIPMENT**

### **Section 16.1: Uniforms and Shoe Allowance**

The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, Carhart bibs and jackets, and sweaters including replacements. The Employer will also pay up to \$350 for safety-toed boots per employee per year. Employee may pick out the boots, and the Road District will order the boots through the Road District's account through Road District vendors.

### **Section 16.2: Prescription Safety Glasses**

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows: (a) Reimbursement may be made once every three years; (b) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses; and (c) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job through no contributory negligence of the employee.

### **Section 16.3: Protective Clothing**

The Employer shall provide all Employer approved items of protective clothing and safety gear. The Employer will provide high resolution reflective PPE need to satisfy ANSI OSHA requirements.

## **ARTICLE XVII - PERSONNEL RECORDS**

### **Section 17.1: Personnel Records**

The personnel record is available during regular business hours for an employee and/or his/her designee to review in accordance with the Personal Records Review Act.

### **Section 17.2: Right to Inspect and Copies**

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Highway Commissioner. Copies shall be provided, at no charge to the employee for the first fifty (50) pages, within seven (7) business days.

## **ARTICLE XVIII - NO STRIKE / NO LOCKOUT**

### **Section 18.1: No Strike**

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

### **Section 18.2: No Lockout**

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

### **Section 18.3: Judicial Restraint**

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

### **Section 18.4: Discipline of Strikers**

Any employee who violates the provisions of Section 18.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any employee who participates

in any action prohibited by Section 18.1 above shall not be considered as a violation of this Agreement and any grievance filed under this Article is limited to the issue of whether the employee violated this Article. Any or all employees who violate any of the provisions of this Article may be subject to discipline, up to and including discharge. In such event, the only issue that may be submitted to the arbitrator is whether an employee in fact participated in the prohibited action.

#### **Section 18.5: Bargaining Unit Work**

The Road District may continue to use non-bargaining unit members, including but not limited to the Highway Commissioner and seasonal employees, to perform work regularly performed by employees, and to aid and direct traffic, to aid in the control of disasters, to aid in case of civil disorder, to enforce Road District ordinances and to perform other duties deemed appropriate by the Road District. The use of non-bargaining members will not result in the layoff of bargaining unit members.

### **ARTICLE XIX - RULES AND REGULATIONS**

#### **Section 19.1: Rules and Regulations**

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

#### **Section 19.2: Promulgation New Revised Rules**

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

#### **Section 19.3: Application of Rules**

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

#### **Section 19.4 CDL Training Requirements**

The Road District will pay the costs of any classes for an employee to obtain a CDL, with the exception that the employee must complete the requirements off duty and will not be compensated for any time expended getting the certification. Any such hours will not be

considered "hours worked." If the Road District pays such costs for an employee, the employees will be required to sign a side agreement with the District requiring them to remain employed by the District for three years following the receipt of their CDL and providing that, if the employee leaves prior to three years from the date of issuance of the CDL, he will reimburse the District the pro rata costs of the remaining time. (For example, if an employee leaves after two years, they will reimburse the District one third of the costs for the CDL. ) The pro rata amount will be calculated by months used and remaining out of 36 months. Such reimbursement will be deducted from the employee's remaining paychecks, and the employee agrees to contemporaneously sign any required document to accomplish that. If the employee owes more money than is covered by the paycheck, the employee will work out a repayment plan with the Road District.

## **ARTICLE XX - WAGES**

### **Section 20.1: Compensation**

Employees shall be paid according to Appendix "B" attached hereto and by reference incorporated herein. New employees generally shall be placed at Step 1 on the wage scale. New employees with other previous related work experience may be placed above Step 1 on the wage scale at the discretion of the Road District. Employees shall move to the next step in the wage scale upon their anniversary date.

### **Section 20.2: Certification Incentive**

The Road District shall pay additional compensation per Employer-approved license or certification for employees who are required to maintain such license or certifications related to performance of work within their job description or otherwise permitted by the Highway Commissioner. To receive pay for a certification of any type, employees must show proof of active certification or licensure annually and perform these job duties as a regular part of their work. The applicable certificates and the number of employees eligible for payment are:

**Arborist License:** \$500.00 per year. Maximum of 1 Employee.

Employer approved A.S.E. Mechanic Certifications: \$200 per certification per year. At the time this agreement was written there is currently eight distinct employer-approved A.S.E. mechanic certifications. There shall be a maximum of 16 compensated certifications total across all employees with a maximum of 4 compensated certifications per any one employee. There may be a maximum of 2 duplicate compensated certifications across all employees.

**Class B License:** If an employee gets a Class B license, he will receive an additional 50 cents per hour added to his base pay, effective upon the date of issuance of the license.

**Class A License:** If an employee gets a Class A license, he will receive an additional 75 cents per hour added to his base pay (unless the employee was already receiving the additional 50 cents per hour for a Class B, in which case the employee will receive an additional 25 cents per hour), effective upon the date of issuance of the license.



Pesticide License/Vehicle Technician License: In the event that an employee is approved by the Road District to get a pesticide license or a vehicle technician license, the Road District will pay the costs of any training or license, but any such training will be off duty, will not be compensated, and will not count toward "hours worked." An employee who receives a pesticide license or a vehicle technician license will receive an extra \$200 per year.

## **ARTICLE XXI - SAVINGS CLAUSE**

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

## **ARTICLE XXII - ENTIRE AGREEMENT**

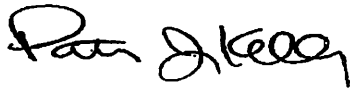
This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement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

## **ARTICLE XXIII - RENEWAL**

This Agreement shall be effective as of the date of execution set forth below and shall remain in full force and effect until April 30, **2027** where upon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

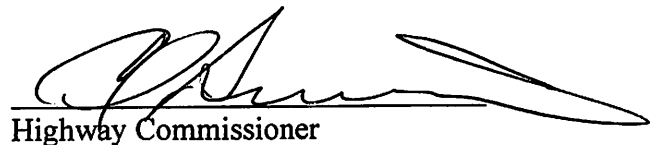
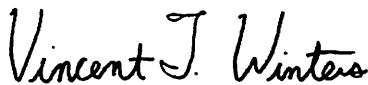
Executed this first day of May, 2023.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 399,

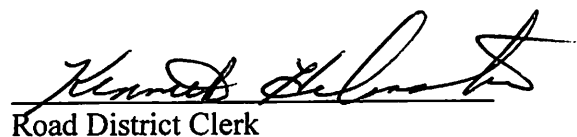


\_\_\_\_\_  
President/Business Manager

OSWEGO TOWNSHIP, ROAD  
DISTRICT

  
\_\_\_\_\_  
Highway Commissioner

\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Road District Clerk

## **APPENDIX A**

**INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399**

AFFILIATED WITH THE A.F.L. C.I.O.

**STATEMENT OF RIGHTS AND CHECK-OFF AUTHORIZATION**

I, \_\_\_\_\_, S.S. # \_\_\_\_\_, now employed by \_\_\_\_\_

Print Name

Management (Name and Company Name)

Worked (Shop Address)

hereby authorize and direct my Employer, or its successor, or any Employer for which I work, to deduct from my wages membership dues (which include periodic fixed dues, initiation fees and assessments) which I am obligated to pay to LOCAL 399, INTERNATIONAL UNION OF OPERATING ENGINEERS and to pay the same to the Union or its designee pursuant to the provisions of any current or future collective bargaining agreement.

This authorization shall remain in effect until revoked by me and shall be irrevocable for a period of one (1) year from the date hereof or until the termination date of any applicable collective bargaining agreement, whichever occurs sooner; and unless I revoke this authorization by sending written notices to my Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner, this authorization shall be automatically renewed from year to year.

I understand I do not have to pay full dues but may pay a reduced fee for a set of representation which forfeits my membership right to vote on contracts, strikes, officers, etc., or attend union meetings, so I voluntarily agree to pay full dues and acknowledge my employment is unaffected by my choice. I also request and accept membership in Local 399 and agree to be bound by the International's Constitution and Local 399's Bylaws.

Date \_\_\_\_\_ Signed \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT B**

<b>Employee</b>	<b>Current Pay</b>		<b>Year 1 7%</b>	<b>Year 2 - 3%</b>	<b>Year 3 - 3%</b>	<b>Year 4</b>
<b>(YEARS 1 – 3)</b>			<b>5/1/23-4/30/24</b>	<b>5/1/24-4/30/25</b>	<b>5/1/25-4/30/26</b>	<b>5/1/26-4/30/27</b>
	\$ 21.54		\$ 23.05	\$ 23.74	\$ 24.45	\$ 26.71
	\$ 21.54		\$ 23.05	\$ 23.74	\$ 24.45	\$ 26.71
	\$ 21.54		\$ 23.05	\$ 23.74	\$ 24.45	\$ 26.71
<b>Employee</b>	<b>Current Pay</b>		<b>Year 1 6%</b>	<b>Year 2 - 3%</b>	<b>Year 3 - 3%</b>	<b>Year 4-3%</b>
<b>(YEARS 4 – 7)</b>			<b>5/1/23-4/30/24</b>	<b>5/1/24-4/30/25</b>	<b>5/1/25-4/30/26</b>	<b>5/1/26-4/30/27</b>
	\$ 25.20		\$ 26.71	\$ 27.51	\$ 28.34	\$ 29.19
	\$ 24.23		\$ 26.71	\$ 27.51	\$ 28.34	\$ 29.19
<b>Employee</b>	<b>Current Pay</b>	<b>5/1/2023 5%</b>	<b>Year 1 5%</b>			
<b>(YEARS 8 – 11)</b>			<b>5/1/23 – 4/30/24</b>			
	\$ 29.19		\$ 30.65			
<b>Employee</b>	<b>Current Pay</b>	<b>5/1/2023 5%</b>	<b>12 Years+</b>			
<b>(12 + YEARS)</b>			<b>5/1/23-4/30/24</b>	<b>5/1/24-4/30/25</b>	<b>5/1/25-4/30/26</b>	<b>5/1/26-4/30/27</b>
	\$ 32.01	\$ 33.61	\$ 33.61	\$ 34.62	\$ 35.66	\$ 36.73
	\$ 30.91	\$ 33.61	\$ 33.61	\$ 34.62	\$ 35.66	\$ 36.73
<b>Crew Chief</b>	<b>Current Pay</b>	<b>5/1/2023</b>	<b>Year 1</b>	<b>Year 2-3%</b>	<b>Year 3-3%</b>	<b>Year 4-3%</b>
			<b>5/1/23-4/30/24</b>	<b>5/1/24-4/30/25</b>	<b>5/1/25-4/30/26</b>	<b>5/1/26-4/30/27</b>
	\$ 33.61	\$ 37.50	\$ 37.50	\$ 38.63	\$ 39.78	\$ 40.98

New Employees will start at 23.05 for their first year, regardless of which year they start, then receive 3% the next 5/1.