

**AGREEMENT**  
**Between**  
**VILLAGE OF OAK BROOK**  
**and**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS, LOCAL 150**

**January 1, 2013 – December 31, 2017**

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## **AGREEMENT**

This Agreement entered into by the Village of Oak Brook (hereinafter referred to as the “Village” or the “Employer”) and International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

## **PREAMBLE**

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; to provide fair and equitable treatment to all employees; to promote the quality and continuance of public service; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## **ARTICLE I**

### **RECOGNITION AND REPRESENTATION**

Section 1.1, Recognition. The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer’s Department of Public Works, as certified by the Illinois State Labor Relations Board:

INCLUDED: All regular full-time employees and regular part-time employee in the following classifications: Maintenance Worker I, Maintenance Worker II, Building Maintenance Technician, Mechanic, Head Mechanic, Water Operator in Charge and one (1) Part-Time Laborer.

EXCLUDED: All other employees of the Village of Oak Brook and its Public Works Department (including foreman), including but not limited to supervisors, professional employees, short-term employees, managerial employees, confidential employees (including the department secretary, office manager, etc.) and all other persons statutorily excluded under the Act.

Section 1.2, New Classifications. If the Village creates and fills a new full-time non-professional position within the Public Works Department that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the Employer's placement of a new job classification position, the Union's exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board.

The Union and the Village will meet and discuss the rate of pay for any new classification prior to the Village's decision to fill the new classification. Where agreement is not reached by the time work must be started, the Village may start work at the rate it believes proper. Where final agreement on an initial rate of pay is reached by the parties, the wage rate shall be retroactive to the date work commenced in the new classification.

Section 1.3, Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

## **ARTICLE II**

### UNION DUES

Section 2.1, Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck during the regular payroll cycle, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Union each month after the deductions have been made.

The actual dues amount deducted shall be determined by the Union. The Union may change the dollar amount once each calendar year during the life of this Agreement by giving the Village at least thirty (30) days advance written notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.2, Fair Share. Any present employee who is not a member of the Union, and any employee hired on or after the effective date of this Agreement who does not become a member of the Union within 30 days after date of hire shall, commencing 30 days after employment or the effective date of this Agreement, whichever is later, and as a condition of employment, pay to the Union each month, through payroll deduction, the employee's proportionate share of the costs of the collective bargaining process, contract administration, and

pursuing matters affecting wages, hours and conditions of employment. The Union shall certify to the Village which employees are non-members and the amount constituting each non-member employee's proportionate share (hereinafter "fair share"), which shall not exceed dues uniformly required of members. Fair share deductions shall be made by Village and shall be remitted to the Union.

The Union agrees to assume full responsibility to insure full compliance with the requirements of Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. The Village shall have no responsibility concerning, and makes no representation regarding, the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as described in the aforementioned notice. The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 2.3, Indemnification. The Union shall indemnify and hold harmless the Village, 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) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

## **ARTICLE III**

### **UNION RIGHTS**

Section 3.1, Union Stewards. The Village recognizes the right of the Union to select one “Regular” Union Steward and one “Alternate” Union Steward, and the Union agrees to furnish the Village with the name of said Steward and to notify the Village promptly of any changes. The Union Steward shall not be permitted to conduct Union business during work hours without the permission of the Director of Public Works or his designee.

Section 3.2, Union Use of Bulletin Board. The Village shall provide one (1) Union bulletin board. The bulletin board shall be the sole and exclusive use of the Union and use shall solely be used for Union business.

Section 3.3, Union Representative Access. Duly authorized Union business representatives (no more than two at a time) will be permitted access at reasonable times for the purpose of representing employees pursuant to the provisions of this Agreement. The business representatives will be identified to the Public Works Director or his designee and on each occasion will first secure the prior approval of the Public Works Director or his designee to enter and conduct their business on premises or at the job site, such approval not to be unreasonably denied. The business representatives will conduct their business so as not to interfere with Village operations or interrupt the work of any bargaining unit employee. Absent approval of the Village, job site visits and visits to actual working areas on Village premises shall be limited to inspections of working conditions for safety and contract compliance reasons.

The Union will not abuse this privilege, and such right of entry/access shall at all time be subject to general department and safety rules.

Section 3.4, Representation Time. One employee required to act as a Union representative in a grievance meeting scheduled by the Village and the Union during said

employee's regularly scheduled working hours shall not suffer a loss of regular straight time pay for attending the meeting. However, the Union must provide the Village with reasonable advance notice of who needs to be released for such grievance meetings so that the meetings can be scheduled in such a way to avoid interference with the work of the Village.

In addition, an employee who is being interviewed or who is scheduled for a meeting during the employee's regularly scheduled working hours and a Union steward, if requested by the employee, who is representing the employee at the interview or at a meeting scheduled during the steward's regularly scheduled working hours, shall be released from work without loss of regular straight time pay.

No steward/representative attending any of the above meetings shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours unless the attendance is at the request of the Village. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Village.

Section 3.5, Time off for Union Activities. Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided they give reasonable prior written notice (minimum 14 days) to the Village of the need for such absence, the absence will not result in overtime, and there are a sufficient number of qualified employees scheduled to work on the planned days of absence. The Village's approval of time off for such activities shall not be unreasonably denied. A Steward may use any unused earned paid time off (e.g., vacation or personal days, but specifically excluding sick leave) in lieu of taking time off without pay.

## **ARTICLE IV**

### **LABOR MANAGEMENT CONFERENCE**

At the request of either party, the Union and the Village or their designees shall meet when appropriate to discuss matters of mutual concern that do not involve negotiations or grievances. The date, time and place for Labor Management Conference meetings shall be mutually agreed upon by the Union and the Village. Conference meetings shall consist of up to three (3) union representatives (whether employees or outside representatives) and up to three (3) Village representatives. Nothing herein shall prohibit the parties from agreeing to have additional representatives attend from each side when warranted. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting.

Such meeting times and locations, if mutually agreed upon, 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; and
- c) items concerning possible health and/or safety issues.

Prior to the parties agreeing to meeting times, the Union shall notify the Village of any employees it intends to have represent it at the meeting. Unless agreed to by the parties, Labor-Management conferences shall be scheduled to occur during the regular working hours. If the meeting is scheduled during the regular working hours of any employee reported to be on the committee, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved.

A Labor-Management Conference meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this

Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The Labor-Management Conference is intended to improve communications and shall be advisory only unless the parties mutually agree to implement actions as a result of the meeting.

## **ARTICLE V**

### **MANAGEMENT RIGHTS**

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the budget and allocate budgetary priorities; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders, and policies; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to contract and/or subcontract out for goods and services; to determine whether work is to be performed by employees covered by this Agreement or by other employees or non-employees; to use temporary, seasonal, or other employees as the Village deems appropriate; to evaluate

performance and productivity and establish awards or sanctions for various levels of performance from time to time; and to take any and all actions as may be necessary to carry out the mission of the Village.

If in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

Section 6.1, Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 6.2, Normal Work Day. The current normal work day for full-time employees is eight and one half (8 ½) hours, from 7:00 a.m. to 3:30 p.m., from Monday through Friday, which shall include a one-half (½) hour unpaid meal period. All employees are to be dressed in their work uniform (including work safety boots) and ready for work at or just before 7:00 a.m. Employees working a normal work day herein with hours outside of 7:00 a.m. to 3:30 p.m. shall,

if requested and approved by a non-bargaining unit supervisor, such approval not to be unreasonably denied be permitted to skip their unpaid meal period and leave one-half (½) hour early-; however, employees shall not work through their normal meal period and subsequently request to leave early.

The work day normally will include: one (1) paid fifteen (15) minute break in the morning and one (1) paid fifteen (15) minute break in the afternoon. Employees may not drive a Village vehicle to pickup food or for other personal use while on a break or lunch without receiving a non-represented supervisor's prior permission. Employees are allowed up to ten (10) minutes to clean up period before the end of the workday. The current normal work schedules and work days for such employees shall remain in effect unless the Village exercises its right to change them, subject to the procedures as set forth herein.

Section 6.3, Changes to Work Schedule and Work Day. The Village may alter start time on a permanent basis upon thirty (30) days notice to the Union and an opportunity to discuss the issue; however, the altered start time can be no earlier than 6:00 a.m., and no later than 8:00 a.m.

When employees are working extended hours (more than 6 consecutive hours), employees will receive up to a 30 minute paid mealtime break, which the Village will reimburse employee meals as outlined below. The mealtime break will not interfere with any ongoing project(s). (Example, the Village will not stop a water main break repair for the employee(s) to eat.)

Breakfast: When work starts at 3:00 a.m. and will continue into the normal scheduled workday, the Village will reimburse each employee up to \$10.00 for breakfast, with the time and restaurant mutually agreed upon by the working crew, subject to review and approval of the Public Works Director or his designee.

Dinner: If the workday extends beyond 8:00 p.m., the Village will reimburse each employee up to \$10.00 for dinner, with the time and restaurant mutually agreed upon by the working crew, subject to review and approval of the Public Works Director or his designee.

Section 6.4, Overtime Pay. An employee shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in the employee's regular five (5) day work cycle (Monday through Friday) to the extent required by the Federal Fair Labor Standards Act. Compensatory time, vacation leave, paid holidays (less any time the employee worked on such holidays during what would have been his normal working hours), paid sick leave, and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to unpaid excused absences from work, administrative leave, workers' compensation leave, or absence due to disciplinary reasons shall not be considered as hours worked for the purpose of calculating such overtime payments.

An employee who is scheduled to work shall be compensated at twice his regular straight-time hourly rate of pay for all hours worked on the actual holidays listed in Section 11.1.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by a non-bargaining unit supervisor.

Water Department employees who operate the Villages water SCADA system from home via a Village computer will be compensated a minimum of 30 minutes for work done at home when the employee is required to log into the Village water system and make adjustments to the system.

Effective January 1, 2014 employees who are assigned by the Department Director (or delegate) and perform locating services duties including, but not limited to clearing “normal notices” and “daily audits” within the quarter, will receive a quarterly stipend in the amount of \$100 at the conclusion of the quarter. In addition to the above compensation, it is recognized that there are times when an employee can resolve an issue without physically reporting to a work site such as by telephone, Internet or other means. Thus, employees who perform locating services off-hours via a mobile device or other means will be compensated between fifteen (15) to thirty (30) minutes per day, depending the length of time required for the employee to resolve the issue by telephone, Internet or without reporting to a work site.

Section 6.5, Compensatory Time. In situations where the Village determines it to be in the best interests of the Village and mutually agreed to by the Village and the affected employee, the Village shall grant compensatory time off to employees in lieu of overtime payment at the applicable rate. No employee shall be permitted to accumulate more than a maximum of eighty (80) hours of compensatory time at any given time. Additionally, no employee shall be able to use more than one hundred (100) hours of compensatory time in a calendar year. At the employee’s discretion, the employee shall be paid for any accrued but unused compensatory time off during the last week of the fiscal year in which the compensatory time off was earned. Overtime approved to be taken as compensatory time must be so indicated by the employee on his daily time sheet or else it will be paid as overtime. Requests to schedule compensatory time off shall be granted in such time blocks as are mutually agreed upon between the employee and the Village.

Section 6.6, Overtime Distribution. The Village agrees to distribute overtime as equally as possible amongst those employees qualified to perform the work at issue. The employee

working any job which extends into overtime shall normally have first claim on the overtime. Overtime shall be offered among those qualified in rotating seniority order, by division (i.e.: Street Division, Water Division, Fleet Maintenance Division, Buildings and Grounds Division). The seniority list will be updated and initiated on January 1 and July 1 of each year. The roster shall be followed in rotating seniority order, amongst those qualified to do work, to determine the next employee to be offered overtime. If the full-time or part-time represented personnel who would have usually worked the overtime refuses it or is unavailable (i.e., fails to call back within fifteen (15) minutes of receiving the call), the Village may work part-time personnel, seasonal or non bargaining unit personnel on said overtime without violating the Agreement, so long as all full-time or part-time represented employees who are capable of performing such work have been given the opportunity to do so. Should more than one employee be eligible for placement at the bottom of the list for refusal or is unavailable, the most recent addition to the bottom spot shall be placed on the bottom and the employee previously occupying that spot shall move up. At the end of the six (6) month effective period of the list, a new list shall be published in seniority order. Employee(s) who have a pattern (more than twice in six months) of not answering or failing to return overtime distribution calls within 20 minutes, will be subject to corrective actions as well as progressive discipline. 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. The employment of part-time, temporary, seasonal or non bargaining unit personnel shall not work to deprive bargaining unit personnel of opportunities to work overtime.

Section 6.7, Call-back Pay. A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be

compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback with pay beginning at the time of the call/assignment unless a callback can be resolved via electronic means. Any callback which can be resolved via electronic means shall be compensated at a minimum of fifteen (15) minutes at the appropriate overtime rate for each such callback with pay beginning at the time of the call/assignment. Employees who are not otherwise “unavailable” will not refuse overtime assignments, unless good cause is shown.

Section 6.8, Winter Snowplowing/Salting. The Village shall schedule employees for snowplow/salting as per current practice and procedures to meet the needs of the Village. The Village requires that employees be ready and available to work during snow plowing and salting situations and has the right to require overtime work and employees who are not otherwise “unavailable” will not refuse overtime assignments. (The Village at its option may solicit such employees for overtime, but will not mandate such unavailable employees absent an emergency or shortage of employees).

Section 6.9, No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

## **ARTICLE VII**

### **SENIORITY AND PROBATIONARY PERIOD**

Section 7.1, Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for approved leaves of absence without pay of more than thirty (30) calendar days, unless otherwise required by state or federal law. Military leaves of absences shall not affect seniority.

Section 7.2, Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

Section 7.3, Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee. An employee is probationary for the first twelve (12) months of employment.

A probationary employee shall have no seniority, except as otherwise provide 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.

There shall be no seniority among probationary employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 7.4, Probationary Period Following Promotion. If an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary

employee in that position for the first six (6) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the Village retains the right to demote or transfer such employee with cause to the employee's former position with a rate of pay not less than the rate the employee earned immediately prior to the promotion.

Section 7.5, Seniority List. On or before January 1 of each year, the Village will post on the Union portion of the bulletin board a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Union representative. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fifteen (15) calendar days after the list is posted. If more than one employee was hired on the same day, seniority among them shall be in alphabetical order.

Section 7.6, Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged for just cause (probationary employees without cause);
- c) retires;
- d) falsifies the reason for a leave of absence;
- e) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence, unless the employee can establish to the Village's satisfaction that their failure to report was clearly due to circumstances beyond their control;
- f) is laid off and fails to notify the Village of his intent to return to work by the day he is so ordered to notify the Village;

- g) is laid off for a period in excess of two years;
- h) does not perform work for the Village (except for military service) for a period in excess of one year, unless an employee remains on an approved unpaid leave of absence; or
- i) is absent for two (2) consecutive working days without notifying the Village, unless the employee can establish to the Village's satisfaction that their failure to notify the Village was clearly due to circumstances beyond their control.

## **ARTICLE VIII**

### **LAYOFF AND RECALL**

Section 8.1, Layoffs. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, starting with the employee the shortest length of service. The Village shall endeavor to give the Union at least sixty (60) days prior notice of any layoffs; however, the failure to give such notice shall not be a breach of this Agreement nor shall it constitute an unfair labor practice.

Section 8.2, Recall of 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.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail to the employee's last known address with a copy to the Union, provided that the employee must notify the Public Works Director or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last

provided by the employee, it being the obligation and responsibility of the employee to provide the Public Works Director or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list and the employee is deemed to have waived any entitlement to reemployment.

Section 8.3, Notice of Recall. It shall be the responsibility of an employee on the recall list to provide the Village with an address to which a recall notice can be sent. Any employee who declines a recall or fails to respond within the timeframe set forth in Section 8.2 shall forfeit further recall rights. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

Section 9.1, Definition. A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Village, involving the meaning, interpretation or application of an express provision of this Agreement.

Section 9.2, Procedure. The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance or the Union shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence,

could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fifteen (15) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Public Works Director or his designee within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Public Works Director, or his designee, may at his discretion, meet with the grievant and, if the grievant so desires, a Union representative, in an effort to resolve the grievance ten (10) calendar days after the Director of Public Works receives the grievance. The Public Works Director, or his designee, shall respond to said grievance in writing within fifteen (15) calendar days after said written grievance was filed with the Public Works Director.

STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Manager or his designee within ten (10) calendar days after receipt of the Village's answer at Step 2. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his/her designee may, at his/her discretion, convene a meeting including, but not limited to, the grievant, and if the grievant so desires, a Union representative, and the Public Works Director or his/her designee, to review the grievance and the finding arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his/her designee shall render a written response to all parties involved within twenty (20) calendar days of the meeting date, or if there is no meeting, within twenty (20) calendar days after the written grievance was received by the Village Manager at Step 3.

STEP 4: In the event that the matter is not settled in Step 3, the Union may submit the grievance for binding arbitration by giving written notice to the Village Manager within fifteen (15) calendar days after the Village Manager or his designee's answer in Step 3.

The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators drawn from members of the National Academy of Arbitrators, and who are residents of Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of the panel, parties

shall alternate the striking of names, with the Union striking the first name on the first case under this Agreement. The person whose name remains shall be the arbitrator.

1. The arbitrator shall be notified of his/her selection and shall be asked to set a time and place for the hearing, subject to the availability of Union and Village representatives.
2. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator.
3. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
4. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
5. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9.3, Limitations on Authority of Arbitrator. The arbitrator shall have no right 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 this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and

applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 9.4, Grievance Form. The written grievance required under this Article shall be on a form provided by the Union, a sample copy of which is attached as Appendix A to this Agreement. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that allegedly have been violated, the date of the alleged violations, and the relief being sought. The form shall be signed and dated by the Grievant and/or his representative. A scrivener's error, defined as an incorrect date, section citation error, or misplaced signature, shall not be grounds for denial of the grievance.

Section 9.5, Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.6, Miscellaneous. No member of the bargaining unit who is serving temporarily or acting in a supervisory capacity shall have any authority to respond to a grievance

being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

## ARTICLE X

### NO STRIKE-NO LOCKOUT

Section 10.1, No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike (except it shall not be a violation of this Agreement to honor picket lines), slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass resignations, mass absenteeism, picketing for or against the Village or at the home or outside business of any supervisor or elected official of the Village, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, and the only issue that may be used in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Such officer or steward of the Union shall disavow such action and shall remain at work during any related activity. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct the employees verbally and in writing to return to work immediately and shall use their best efforts to achieve a prompt resumption of normal operations.

Section 10.2, No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 10.3, Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE XI**

### **HOLIDAYS AND PERSONAL DAYS**

Section 11.1, Holidays. The following holidays for eligible full-time employees are observed under this Agreement:

- New Year's Day
- Good Friday (½ Day)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve (½ Day)

If a holiday falls on a Sunday, the following Monday shall normally be observed as the holiday.

If a holiday falls on a Saturday, the previous Friday shall normally be observed as the holiday.

Holidays will begin at midnight and end at 11:59 p.m. on the day observed as the official Village holiday.

Section 11.2, Eligibility Requirements. Employees scheduled to work on a holiday shall do so. An employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Any employee absent from work due to reasons chargeable to sick leave on a holiday scheduled for work or on the day preceding or the day following a

holiday may be required to present a doctor's verification of eligibility for leave in order to receive compensation for the holiday.

Section 11.3, Holiday Pay. Full-time regular employees who satisfy the eligibility requirements of Section 11.2 shall be given the holiday off with pay or, if they are required to work on the actual holiday, a regular day's pay (eight (8) hours of pay at straight-time rates) as holiday pay plus pay at double time for all hours actually worked on the actual holiday.

Section 11.4, PersonalTime Off. Full-time regular employees are entitled to twenty-four (24) hours per calendar year, prorated in the initial year of hire. Whenever possible, personal time off must be scheduled at least one (1) day in advance for appointments or other reasons; however, advance notice may be waived at the discretion of the supervisor. Personal time off is subject to supervisory approval (which includes staffing needs), but such approval will not be unreasonably withheld. Personal time off may not be used for missed time because an employee reports late to work. Personal time off is paid at the employee's straight time rate. Personal time off may be taken in increments as low as two (2) hours. Employees may not borrow against their personal time off banks; therefore, no advance leave will be granted.

**ARTICLE XII**

**VACATIONS**

Section 12.1, Eligibility. The number of working days of vacation which an employee is eligible to receive annually shall be based on the number of years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Number of Weeks of Vacation Per Year</u>
1 - 4 years	2
5 - 9 years	3
10 - 19 years	4
20 years or more	5

Employees will be entitled to vacation leave in the calendar year following their date of hire. The initial vacation period shall be prorated, based on the number of months worked in the year of hire. Thereafter, the amount of vacation shall be in accordance with the foregoing schedule.

For employees hired before 2013, in the year in which an employee will complete his twenty-fifth (25<sup>th</sup>) year of service with the Village the employee may elect to receive: two (2) weeks additional vacation for that year only, or one (1) week additional vacation for that year only and one (1) week additional pay (one-time bonus payout), or two weeks (2) additional pay (one-time bonus payout) for that year only.

Section 12.2, Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 12.3, Approval of Scheduling. Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate what days employees will be

permitted to take vacation, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the supervisor, although the Village shall not unreasonably cancel vacations or unreasonably limit days for which employees may schedule vacation.

Noting the department's operational needs, the Union and the Village agree to the following (with the exception of employee(s) being off for being sick, a workers' compensation injury, or Family Medical Leave):

March 15<sup>th</sup> through October 31<sup>st</sup>:

No more than five (5) bargaining unit employees, department-wide, will be off on any given day. (An additional two (2) bargaining unit employees may be granted off, provided they are available to return in the case of an emergency call back.)

November 1<sup>st</sup> through December 15<sup>th</sup>:

No more than one (1) bargaining unit employee per division will be off on any given day, provided two (2) bargaining unit employees are available to return in the case of an emergency call back.

December 15<sup>th</sup> through March 14<sup>th</sup>:

No more than one (1) bargaining unit employee, department wide, off on any given day. (An additional two (2) bargaining unit employees may be granted off provided they are willing to return in the case of an emergency call back.)

Time-off Request:

The employee is responsible for knowing the balance of their various time-off accounts, which may be obtained via their payroll check stub. If an employee is unsure as to the balance of

their various time-off accounts, they should contact the Department Director directly. If the Department Director is unavailable, the employee shall leave a slip asking for their balance.

All time-off requests must be submitted in writing, using the Benefit Time Request section of the Village's Benefit Time Request /Absence from Work Report Form and submitted to the employee's supervisor.

For all time off from work, upon return to work, the employee must fill out the Absence from Work Report section of the Village's Benefit Time Request/Absence from Work Report Form, and give it to the employee's supervisor.

Section 12.4, Limitation on Accumulation of Vacation. Unless written permission is granted in writing by the Village Manager due to extraordinary circumstances, all of the annual vacation leave to which an employee is entitled shall expire at the end of that calendar year. The employee may request and the Village Manager may approve up to one (1) week of unused vacation leave to be paid out at the end of the year, if the unused vacation is due to extenuating circumstances.

Section 12.5, Termination. An employee who resigns, with or without notice, or is discharged, will receive all accumulated Vacation Leave, up to the maximum accrual amounts, upon separation of employment with the Village. Employees will not be allowed to remain on the Village's payroll until such leave time has been exhausted. Any accumulated Vacation Leave will be paid out in a lump sum the pay period following the employee's last day of work.

## ARTICLE XIII

### SICK AND EXTENDED ILLNESS LEAVE

Section 13.1, Purpose and Allowance. Sick Leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee (for which he is not eligible for workers' compensation benefits), or care of the employee's immediate family. Sick leave may not be converted into any other form of compensation, except as provided for in Section 13.2.

Section 13.2. Sick Leave. Full-time regular employees shall be granted eight hours of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed 180 days at any one time and employees shall not earn sick leave for any month that an employee uses more than twenty-four (24) hours of sick time in said month. For the purpose of treating a medical illness or injury or caring for a medically ill or injured family member it is the policy of the Village to provide sick leave benefits to allow an employee time away from work specifically for the purpose of:

1. Actual sickness.
2. Disability of the employee.
3. Because of childbirth by employee or wife.
4. Medical or dental appointments which cannot reasonably be scheduled during non-working time.
5. Other sickness prevention measures which cannot reasonably be scheduled during non-working time.

6. Serious illness which requires the employee's presence for members of immediate family as defined as follows:

- (a) Spouse and Civil Unions, pursuant to Illinois Religious Freedom & Civil Union Act, 750 ILCS 75/10.
- (b) Son, daughter, step-son, or step-daughter.
- (c) Mother or father.
- (d) Sister or brother.
- (e) Mother-in-law or father-in-law.
- (f) Sister-in-law or brother-in-law.
- (g) Grandparents or grandparents-in-law.

Sick leave may never be used just because it has been accrued.

An employee may utilize up to three (3) days' of sick leave for a serious illness of a member of the immediate family per occurrence, which shall be charged against any accrued sick leave as provided above.

In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor between 7:00 a.m. and 7:30 a.m. prior to the start of his scheduled shift. The failure to provide such notification may result in the employee being off without pay.

A statement from a physician authorized and licensed to practice in Illinois will be required for any use of sick leave of three (3) consecutive days or more. If the employee does not supply such statement/documentation within a reasonable time after being requested or if the statement/documentation is not deemed satisfactory and not remedied within a reasonable time thereafter, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage. It is also specifically agreed that the Village retains the right to take reasonable corrective action to deal with excessive sick leave usage.

Claiming sick leave under false pretenses shall be cause for non-payment of sick leave and/or disciplinary action.

Upon leaving the Village's employ for any reason other than involuntary dismissal (excluding layoff), an employee with ten (10) or more years of service with the Village shall be paid for twenty-five percent (25%) of the number of accumulated but unused sick leave days up to a maximum of 180 at his/her regular straight time hourly rate of pay at time of leaving the Village's employ. Example: An employee with ten (10) or more years of service who has 100 accumulated but unused sick leave days at time of leaving the Village's employ shall be paid for twenty-five (25) sick leave days (i.e., 200 hours) at his/her regular straight time hourly rate of pay in effect at time of leaving the Village's employ.

#### **ARTICLE XIV**

##### **LEAVES OF ABSENCE**

Section 14.1, Bereavement Leave. In the event of a death an immediate family member, an employee shall be eligible for paid Bereavement Leave, with as much notice as possible to the Public Works Director. An employee may be granted Bereavement Leave of up to three (3) consecutive working days without loss of pay in case of death of an immediate family member for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake and/or burial). Immediate family member is defined as spouse, son, daughter, step-son, step-daughter, mother, father, step-mother, step-father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandparents-in-law and grandchildren.

Section 14.2, Military Leave. Military leave shall be granted in accordance with applicable State and/or Federal law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 14.3, Jury Duty Leave. Employees who are required to serve on a jury at a time when they would otherwise be regularly scheduled to work shall be compensated at their regular rate of pay for each such hour spent on jury duty, to the maximum number of hours the employee would otherwise have been regularly scheduled to work excluding any overtime. In order to be eligible to receive compensation for jury duty, the employee shall be required to provide prior notice to the Public Works Director or his designee and the employee must endorse his jury duty check payable to the Village.

Section 14.4, Family Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 (“FMLA”) and any amendments, applicable rules, and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 any amendments, that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

Section 14.5, Leave of Absence Without Pay. The Public Works Director, with the approval of the Village Manger or his designee, may grant a regular full-time employee a Leave of Absence Without Pay for a period not to exceed six (6) months. Employees who wish to continue to be covered by Village medical insurance while on an approved Leave of Absence Without Pay must pay the full employee portion of the insurance premiums during the term of leave. It shall be the employee’s responsibility to contact Human Resources and arrange for any continuation of benefits only to the extent required by state and federal law which the employee may desire to receive while on a Leave of Absence Without Pay.

- B. Written Request Required. No Leave of Absence Without Pay shall be granted except upon written request of the employee and upon completion of a Request for Leave form, available from the Finance Department. All requests are subject

to the approval of the Public Works Director and Village Manager or his designee.

- C. Re-Instatement. Upon expiration of a regularly-approved Leave of Absence Without Pay, the employee will be re-instated to the position held at the time leave was granted, unless the employee would have been laid off had he continued to be employed and would still be on layoff at the time he seeks reinstatement. In such an event, the employee will be placed on the recall list in the order he would have been in had he not been on leave
- D. Failure to Report for Duty. Failure of an employee on Leave of Absence Without Pay to report for duty within forty-eight (48) hours of the conclusion of authorized leave shall be considered a formal resignation by that employee, unless the employee can establish to the Village's satisfaction that their failure to report was clearly due to circumstances beyond their control.
- E. Village Authority to Deny. Leave of Absence Without Pay will not be granted when such leave will hamper the efficient operation of the Village.

Section 14.6, Benefits. Unless otherwise agreed to by the Village in its discretion, benefits shall not accrue, seniority shall not be earned, nor shall salary adjustments take place during any unpaid leave of absence in this Article or otherwise in excess of thirty (30) days.

Section 14.7, Outside Employment. An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment that is covered by Worker's Compensation. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided

above shall be subject to immediate termination. This section shall not apply to vacation, personal time off, or compensatory time off.

Section 14.8, Maternity Leave. Maternity leave shall be granted and provided in accordance with applicable State and/or Federal law.

Section 14.9, Paternity Leave. Paternity leave is the time a father takes off work for the birth or adoption of a child. In order to provide time off for the birth or adoption of a child, in addition to the three (3) qualified sick days for a sick family member, the employee will be granted one (1) sick day off, which will be counted as an FMLA leave. After that, FMLA time will be deducted from the employee leave banks in the following order: compensation time and then earned vacation time.

Section 14.10, Other Leaves of Absence. In addition to leaves of absence specified in this Agreement, employees shall also be entitled to other leaves of absence granted to Village employees. Such additional or other leaves of absence shall be granted in accordance with the terms and conditions specified in the Village's personnel policies that are applicable to Village employees generally.

**ARTICLE XV**

**SALARIES**

Section 15.1, Salaries. Increases to the “minimum” and “maximum” levels of pay ranges, and increases in the individual salaries of the employees covered by this agreement, shall be in the amounts and times described below.

Effective January 1, 2013, the minimum and maximum of the pay range for the positions covered by this Agreement shall be increased by 0.0% and shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Part-Time Laborer	\$13.30/hour	\$17.96/hour
Maintenance Worker I	\$46,111	\$62,251
Maintenance Worker II	\$50,908	\$68,725
Building Maintenance Technician	\$50,908	\$68,725
Mechanic	\$55,705	\$75,200
Water Operator in Charge	\$55,705	\$75,200
Head Mechanic	\$63,038	\$85,100

Effective January 1, 2014, the minimum and maximum of the pay range for the positions covered by this Agreement shall be increased by 1.0% and shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Part-Time Laborer	\$13.43/hour	18.14/hour
Maintenance Worker I	\$46,572	\$62,874
Maintenance Worker II	\$51,417	\$69,412
Building Maintenance Technician	\$51,417	\$69,412
Mechanic	\$56,262	\$75,952
Water Operator in Charge	\$56,262	\$75,952
Head Mechanic	\$63,668	\$85,951

Effective January 1, 2015, the minimum and maximum of the pay range for the positions covered by this Agreement shall be increased by 1.0% and shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Part-Time Laborer	\$13.57/hour	\$18.32/hour
Maintenance Worker I	\$47,038	\$63,502
Maintenance Worker II	\$51,931	\$70,106
Building Maintenance Technician	\$51,931	\$70,106
Mechanic	\$56,825	\$76,712
Water Operator in Charge	\$56,825	\$76,712
Head Mechanic	\$64,305	\$86,811

Effective January 1, 2016, the minimum and maximum of the pay range for the positions covered by this Agreement shall be increased by 1.0% and shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Part-Time Laborer	\$13.70/hour	\$18.50/hour
Maintenance Worker I	\$47,508	\$64,137
Maintenance Worker II	\$52,451	\$70,807
Building Maintenance Technician	\$52,451	\$70,807
Mechanic	\$57,393	\$77,479
Water Operator in Charge	\$57,393	\$77,479
Head Mechanic	\$64,948	\$87,679

Effective January 1, 2017, the minimum and maximum of the pay range for the positions covered by this Agreement shall be increased by 2.0% and shall be in accord with the following:

POSITION	MINIMUM	MAXIMUM
Part-Time Laborer	\$13.98/hour	\$18.87/hour
Maintenance Worker I	\$48,458	\$65,420
Maintenance Worker II	\$53,500	\$72,224
Building Maintenance Technician	\$53,500	\$72,224
Mechanic	\$58,541	\$79,028
Water Operator in Charge	\$58,541	\$79,028
Head Mechanic	\$66,247	\$89,432

Section 15.2, Performance Increases. In addition to the automatic annual pay range adjustments described in Section 15.1, Salaries, employees may receive performance increases each anniversary year not to exceed the positions maximum for the said year. Salary increases for performance shall be made using the evaluation form in place on January 1, 2010 in accordance with the following schedule for the calendar years of 2011 and 2013 (January 1, 2011 to December 31, 2013):

<u>Category</u>	<u>Percent Increase</u>
Needs Improvement	0.00%
Meets Standards	2.00%
Above Standards	3.00%
Excellent	4.00%

Salary increases for performance shall be made using the evaluation effective on January 1, 2014 in accordance with the following schedule for the calendar years of 2014, 2015, 2016 and 2017 (January 1, 2014 to December 31, 2017):

Category	Percent Increase
Needs Improvement	0.00%
Meets Standards	2.00%
Above Standards	3.00%
Excellent	3.50%

Section 15.3. Grievances Concerning Performance Increases. If an employee believes that the Village has acted arbitrarily, unreasonably, or discriminatorily with respect to a performance increase, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 15.4. Longevity Pay. Effective January 1, 2010, employees with ten (10) or more years of Village service as of January 1, 2010, and as of January 1 thereafter, will receive annual longevity pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay Amount</u>
10 years but less than 15 years	\$400
15 years but less than 20 years	\$500
20 years or more	\$600

Section 15.5. Retroactivity. Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment which shall be based on the difference between the hourly rate they received between January 1, 2013, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary ranges set forth above, provided that any employee who retired after January 1, 2012, but before this Agreement was ratified by both parties shall also be eligible to

receive retroactive pay based on the hours paid between January 1, 2013, and the date of retirement. Such retroactive pay shall be made on an hour for hour basis for all hours paid, (including overtime hours) since January 1, 2013. Such retroactivity pay shall be paid as soon as reasonably practicable following ratification of the Agreement by both parties, but in no event later than sixty (60) days after ratification by the parties.

## **ARTICLE XVI**

### **INSURANCE**

Section 16.1, Dental, Health, Life, and Vision Insurance Coverage. From January 1, 2013 through January 31, 2014, all employees covered under this CBA shall be on the Village's insurance plans as outlined below.

The Village of Oak Brook's dental, health, life, and vision insurance plans in effect on July 1, 2013 (unless changes are Federally mandated or agreed to), shall be continued; provided, however, the Village retains the right to add new plans during the term of this Agreement, change insurance carriers, third party administrators, or to insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially similar to those which were in effect on July 1, 2013, including the following:

1. A Section 125 Flex Plan that will enable employees to tax shelter the amount they pay towards the cost of employee, employee plus one, or family coverage, as well as tax shelter amounts used to pay for qualified unreimbursed medical expenses and qualified child care/dependent care expenses, only so long as the program continues to be authorized by the Internal Revenue Service; and

2. The Village will continue to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's Health Savings Account (HSA) program. The Village will continue to offer this program only so long as the program is offered to non-represented Village employees and/or HSA program continues to be authorized by the Internal Revenue Service; and
3. As part of the Village's wellness benefit, the Village will continue to offer well adult care (age 14 and up) with the PPO option, which includes 100% in network coverage for annual physical exams including routine diagnostic tests and mammograms; 100% in network well child care (to age 14) which includes physical exams, immunizations and routine diagnostic tests and well baby care at 100% prior to discharge from hospital. The High Deductible PPO adult well care benefit (age 14 and up) includes one physical exam and one gynecological exam per calendar year, paid at 100%. Well child care up (to age 14), 100% coverage for physical exams, immunizations and routine diagnostic tests, including well baby care at 100% prior to discharge from hospital. HMO wellness benefit covered at 100% with a \$20 office visit co-pay for each visit.

Employees may select single, employee plus one, or family coverage, during the enrollment period established by the Village. Effective January 1, 2013, employees shall pay seventeen and one half (17.5) percent of the cost of dental insurance, if selected; and seventeen and one half (17.5) percent of the cost of PPO health insurance, if selected; or choose to participate in the same Village HMO or the same Village HD PPO health insurance plans being offered to non-represented Village employees in which employees shall pay twelve and one half

(12.5) percent of the cost of HMO health insurance, if selected; or ten (10) percent of the cost of HD PPO health insurance, if selected. If an employee chooses either the Village’s HMO or HD PPO health insurance options, an employee agrees to the same terms and conditions that are offered to non-represented Village employees as of July 1, 2013, unless changes are Federally mandated, agreed to, or are noted within this Agreement.

01/01/2013 – 1/31/2014

	HMO	HD PPO	PPO
SINGLE	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$1,500 individual aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$350 individual deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.
SINGLE + ONE	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$3,000 single + 1 aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$700 single + 1 deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.
FAMILY	12.5% of total premium No deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.	10% of total premium \$3,000 family aggregate deductible; Prescription drugs covered at 80% after deductible is satisfied.	17.5% of total premium \$1,050 family deductible \$10 Generic; \$25 Formulary; \$40 Non-formulary; 80% Specialty Meds, up to \$200/Rx with \$1,000 annual max.

Employees will continue to be eligible for a smoking cessation program under the same terms and conditions that are offered to non-represented Village employees. The Village will continue to offer a smoking cessation program only so long as it is offered to non-represented Village employees.

The Village’s hospitalization and health insurance program shall include the following provisions which may be changed from time to time by the Village, so long as such changes are the same as those applicable to non-represented employees generally:

4. Effective January 1, 2010 through January 31, 2014, the PPO deductible will be \$350 for employee only, \$700 deductible for employee plus one coverage, and \$1,050 deductible for family coverage.
5. A maximum lifetime amount per covered person for orthodontia of \$3,000 until January 31, 2014.
6. Effective January 1, 2013 through January 31, 2014, a prescription drug benefit for the PPO and HMO plans with an employee co-pay of \$10 for Generic drugs, \$25 for Brand Formulary Drugs and \$40 co-pay for Brand Non-Formulary Drugs, and 80% for specialty medications with a maximum out of pocket of \$200 per prescription, maximum annual out of pocket of \$1,000. Mail order Prescription Drug benefit-provides up to a 90-day supply of maintenance drugs used on a continuous basis for two (2) times the retail co-pays. Oral contraceptives are covered by mail order only. Prescription drugs are covered at 80% after the deductible is satisfied with the HD PPO.
7. During the term of this Agreement the Village agrees to offer employees, under the same terms and conditions that are offered to non-represented Village employees, the opportunity to participate in the Village's vision insurance. The Village will continue to offer vision insurance only so long as vision insurance is offered to non-represented Village employees.

The Employer and the Union agree that the bargaining unit employees will not be covered under the Employer's group health, dental, and vision plans for the contract period of February 1, 2014 through December 31, 2017. Bargaining unit employees instead shall be covered for group health, dental, and vision insurance purposes under the Union's insurance plan (called "the Union's Plan"). In doing so, the Union recognizes that these employees will have no right to re-entry into the Employer's group health, dental and vision insurance plans during this contract period.

Effective February 1, 2014 through December 31, 2014, the Employer agrees to pay, for each employee electing coverage, \$1,600 for family coverage or \$550 for single coverage on a monthly basis towards the Union's health, dental, and vision insurance benefit for eligible bargaining unit employees. The Employer agrees to an increase in total premium that is substantiated by the Union effective January 1, 2015, not to exceed \$75 per month for family coverage and \$35 per month for single coverage. The same shall apply for January 1, 2016 and January 1, 2017.

Employees on unpaid leave of absence of fourteen (14) calendar days or more or serving an unpaid suspension over fourteen (14) calendar days shall be responsible for 100% (or a pro-rated amount for time greater than 14 days, but less than 30 days) of their insurance coverage under COBRA plus applicable administrative fees. The only exceptions are unpaid leaves of absences where the Employer may be obligated under federal or state law to continue its payment of insurance premiums, such as under the Family and Medical Leave Act (FMLA).

Bargaining unit members must notify the Human Resources staff in writing of any changes in life status that may impact whether the employee has dependent insurance coverage, such as marriage, birth, adoption, death, divorce, legal separation, dependent(s) reaching limiting age, etc. Such notice must be received by the Human Resources Generalist or Assistant Village Manager within thirty-one (31) days of the event occurring. Failure to notify the Human Resources Generalist or Assistant Village Manager in writing on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier of plan sponsor.

The Union is solely responsible for the administration of COBRA, HIPPA and other applicable federal and state mandates and fees for the Union's insurance plans. In order for the Union to offer coverage under the COBRA, HIPPA, or other applicable federal or state mandates, the employee must notify the Union's Plan of the applicable change in life status in accordance with the union Plan's requirements. Failure by the employee to notify the Union on a timely basis of life status changes shall result in the employee being responsible for payment of the premium's and/or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

The Union recognizes that all health, dental and vision insurance claim inquires, complaints, and grievances are not the responsibility of the Employer. The extent and scope of coverage under the union's Plan shall be resolved according to the terms and conditions of the said plan and shall not be subject to the grievance procedure of the parties' collective bargaining agreement. As long as the Employer makes timely payment for the coverage of eligible bargaining unit employees under the Union's Plan as provided above, the Union shall indemnify and hold harmless the Village of Oak Brook, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of the Employer's agreement to pay for insurance coverage for bargaining unit employees under the Union's Plan.

Section 16.2, Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to hospitalization and medical insurance coverage so long as the benefits and coverage are not reduced thereby except for failure to comply with reasonable cost containment procedures. Such measures may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, managed care, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 16.3, Terms of Policies to Govern. The interpretation by the insurance company/third party administrator of the extent of coverage under the Village of Oak Brook's dental, and/or health, and/or life and/or vision plans shall be governed by the terms and conditions set forth in said plans. Any dispute concerning the correctness of the insurance company's/third party administrator's interpretation of coverage under said plan and/or the declination of benefits thereunder, in whole or in part, shall not be subject to the grievance procedure set forth in this Agreement. Nothing herein shall be interpreted to waive any right which any covered person may otherwise have to seek legal redress for denial of coverage and/or benefits under said plan.

Section 16.4, Right to Maintain Coverage While on Unpaid Leave or on Layoff. Except as provided in Section 14.8 (Maternity Leave) or Section 14.9 (Paternity Leave) or as required by applicable State or federal law, an employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for employee plus one or family coverage.

Section 16.5, Term Life Insurance. Within 30 days of the execution of this Agreement each employee covered by this Agreement shall be provided with term life insurance coverage in the amount of \$100,000. The Village continues to retain the right to change carriers and/or self-insure this benefit. Additionally, each employee's spouse and dependents are also eligible for voluntary life insurance.

Section 16.6, Retiree Health Insurance. Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Union's Plan represent and agree that they will comply with all applicable laws to ensure that the Union's Plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Village of Oak Brook and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367. Nothing herein shall be constructed to require the Village to pay for any of the cost of the Union's Plan for retirees.

## **ARTICLE XVII**

### **SAFETY**

Section 17.1, Compliance With Laws. In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees are also required to comply with all safety rules and directives as they may be modified from time to time.

Section 17.2, Unsafe Conditions. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be

discontinued. Ongoing concerns should be addressed at the first available Labor-Management Conference.

## **ARTICLE XVIII**

### **UNIFORMS**

Section 18.1, Uniforms and Protective Clothing. The Village will supply all Public Works employees with uniforms, eleven (11) pants, and eleven (11) shirts. Uniforms are to be laundered and maintained by an outside contractor paid for by the Village. The Village will supply six (6) Brite lime T-shirts per employee (except Mechanics) and six (6) Navy blue T-shirts will be supplied by the Village for each of the Mechanics. All T-shirts will have the Village logo silk screened on the right front chest. All sweatshirts will have the Village logo and the employee's first name embroidered on the front. The Village will reimburse up to \$50 for each employee one (1) Village approved ANSI Class 3 compliant Hi-Vis Lime coats every year, the Village will supply two (2) "Carhartt" heavyweight zip front thermal lined (Navy blue or Brite Lime High Visibility Class 3 compliant) sweatshirts every two (2) years, and the Village will reimburse up to \$80 for one (1) "Carhartt" (Duck Brown, Black for Mechanics) coveralls or bibs every three (3) years. Employees must wear the newly purchased above items at work. The coats, sweatshirts and coveralls are to be clean and presentable, laundered, and maintained by the employee. The Village will reimburse up to \$160.00 every year for prescription safety glasses. (Employees must show proof that the glasses are prescription safety glasses in order to be reimbursed.) The Village will reimburse up to \$30.00 for each employee annually for work gloves, the Village will pay 100% for all required PPE safety equipment, Class 3 compliant rain gear, bunker boots, hip boots. All equipment shall be replaced upon damage or wear and tear. The employee must turn in the damaged items to be replaced.

All employees must wear such work uniforms or protective clothing as designated by the Director of Public Works or his designee. Employees shall be required to care for and maintain their uniforms and protective clothing and will be responsible for the return of the uniforms, equipment and protective clothing purchased by the Village in good condition, less normal depreciation. Employees who lose such items or who negligently or intentionally damage such items may be required to replace such items at their own expense.

Village approved shorts may be worn between the months of June and September under the following conditions instead of uniform pants:

- Shorts must be purchased and maintained by the employee
- Shorts material must be blue denim or dark blue uniform pant type material
- Pant legs must be hemmed no shorter than 3 inches above the knee
- Shorts must always be clean and presentable with no tears or holes

Shorts may not be worn while conducting the following job tasks\*:

- Tree and brush trimming and removal
- Brush chipper operation
- Chainsaw operation
- Welding or using the cutting torch
- Spraying herbicides or pesticides

\*Additional tasks may be added to the above list with Union approval.

Section 18.2, Work Boots. Each employee covered by this Agreement shall be reimbursed, upon production of the appropriate receipts, up to \$175 per fiscal year towards the purchase of safety shoes of a type designated by the Village (e.g., safety toed and ANSI rated). All employees are required to wear work boots of a type designated by the Village while working. Employees must wear the newly purchased safety shoes at work.

## **ARTICLE XIX**

### **MISCELLANEOUS**

Section 19.1, Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 19.2, Ratification and Amendment. This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3, Physical/Psychological Examinations. If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following an absence, the Village may require, at its expense that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the Village.

Section 19.4, Drug and Alcohol Testing. The drug and alcohol policy, in effect for all bargaining unit employees is set forth in Appendix B, attached hereto and made a part thereof.

Section 19.5, Telephone Usage. Every employee must always comply with all local, county, State, and Federal laws regarding telephone usage.

Section 19.6, Use of Work Facilities. Except as follows, all Village facilities, equipment, tools and/or vehicles are to be used for Village purposes only. Upon advance request and assuming the equipment is available to be borrowed, employees may sign out in writing small tools and equipment as defined and allowed by the Public Works Director for personal use only. Approval to sign out such equipment shall be conditioned upon the employee having sufficiently demonstrated to the Village his ability to utilize the equipment at issue safely, and his warranting

in writing that: (i) the employee alone will use the equipment; (ii) the equipment will only be used for personal purposes not related to the performance of any services for any compensation whatsoever; (iii) the employee waives, releases, indemnifies, defends and holds harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise, including workers' compensation liability) and for all legal costs resulting from any claims that may result from the employee's use of said equipment, regardless of whether such claims allegedly are due to the fault of the employee or the Village or its employees; and (iv) the employee will pay the cost of replacing or fixing the equipment if it is damaged or broken while in his care.

Section 19.7, Ready To Work. Employees shall report to work dressed and prepared to start work at the designated starting time (the beginning of the employee's shift).

Section 19.8, Subcontracting. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract and/or subcontract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area, where such contracting out would result in the layoff of any bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting, including means by which to minimize the impact on employees. If after such discussion, a bargaining unit employee is laid off, the Village shall meet and negotiate the effects

of the layoff with the Union. However, the impact and effects negotiations shall not delay the layoff itself.

Section 19.9, Personnel Policies. Employees shall be governed by the Village's and Department's personnel policies and rules and regulations as they may from time to time be amended, to the extent they do not conflict with this Agreement.

Section 19.10, Employee Discipline. The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause for non-probationary employees. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file;
- (B) Written reprimand with copy of such maintained in the employee's personnel file;
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to the Union office;
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to skip one or more levels of discipline, so long as surrounding circumstances reasonably warrant.

Section 19.11, Right to Representation. Employees shall have a right to request and upon request of the employee, have a Union Steward present during an investigatory interview that the employee reasonably believes may lead to disciplinary action.

Section 19.12, Outside Employment. Employees should consider their position with the Village as their primary employment. Prior to accepting or commencing any secondary employment or business venture, employees shall notify in writing the Public Works Director or designee. Such notice shall cite all of the facts of such employment or business venture including location, hours, days and type. Employees engaged in outside work or employment

are to advise the Village of how they can be reached in the event the Village needs to reach them. Outside work or employment shall not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting his primary interest to the accomplishment of his work for the Village, or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village.

Furthermore, outside employment shall not interfere with the employee's working hours, overtime requirements, or response to emergency calls. Employees are prohibited from entering into any arrangement which involves the performance of service while on Village time, on paid time off (other than paid vacation, holiday leave, or compensatory time off) or while using Village equipment, facilities, uniforms or supplies. No employee shall receive compensation or any other form of remuneration other than from the Village for the performance of services while on Village time.

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any Workers' Compensation benefits, and such medical treatment may not be covered under the Village's group health insurance plan.

Section 19.13, Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILCS 40/.01.

Section 19.14, Mileage Reimbursement. Employees shall be reimbursed at the applicable IRS reimbursement rate per mile for preapproved use of their personal vehicle for Village business.

Section 19.15, Restricted Duty. The Village may require an employee who is on Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months.

An employee who is on Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform and such a request shall be reasonably granted, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months.

If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three months thereafter, the Village retains the right to place the employee on unpaid disability leave.

Nothing herein shall be construed to require the Village to create restricted duty assignments for an employee. Employees will only be assigned to restricted duty assignments when the Village at its sole discretion determines that the need exists and only as long as such need exists.

Section 19.16, License Renewal. The Village shall reimburse employee's the cost to renew an existing license or certification, which the employee is required to carry as part of their employment. Including, but not limited to ASE, CDL (not the DL portion), Illinois Department of Agriculture Pesticide General Standard, and EPA class C Public Water Supply Operator.

## **ARTICLE XX**

### **NON-DISCRIMINATION**

Section 20.1, Prohibition Against Discrimination. Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin, sexual preference, age or political affiliation and/or beliefs. Employees are encouraged to promptly report any perceived discrimination to the Public Works Director, the Village Manager's Office, or their respective designees. Provided, however, that any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 20.2, Union Activity. The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

## **ARTICLE XXI**

### **FILLING OF VACANCIES**

Section 21.1, Posting. Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

Section 21.2, Filling of Vacancies. When vacancies occur in the bargaining unit, the Village may, at the Village's discretion, fill those vacancies by employing the most senior employee who meets the qualifications for the position, or could become qualified with a reasonable period of training.

## **ARTICLE XXII**

### **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 portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

## **ARTICLE XXIII**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with

respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

**ARTICLE XXVI**

**DURATION AND TERM OF AGREEMENT**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 31<sup>st</sup> day of January, 2014.

VILLAGE OF OAK BROOK

By 

By \_\_\_\_\_

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 150

By 

By 

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7188  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

## GRIEVANCE

Use additional sheets if necessary

Grievant's Name:

Date Filed:

### STEP ONE

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

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

Brief Statement of Facts:

Remedy Sought:

any and all other appropriate remedies.

Given To:

Time and Date:

Grievant's Signature

Representative's Signature

### EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Positions

Response Recipient

Date

### STEP TWO

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

### EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

**STEP THREE**

Reason for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Positions

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

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Given To:

Date and Time:

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

**VILLAGE OF OAK BROOK POLICY****Commercial Driver's License****Drug & Alcohol Testing**

- A. **General Policy:** The Village shall comply with the provisions of the U.S. Department of Transportation Federal Highway Administration's (FHWA) published rules and regulations (49 CFR Part 382) that require employers to test drivers who have a Commercial Driver's License for the misuse of alcoholic and controlled substances.
- B. **Definitions:** The terms used in this policy shall have the same meanings ascribed to said terms in 49 CFR 382.107 or 49 CFR 40.3, as applicable.
- C. **Applicability:** This policy applies to every employee who is required to maintain a Commercial Driver's License as part of their job requirements, including full-time, casual, intermittent or occasional employees and, for purposes of pre-employment testing only, any person applying for a job who will be required to drive a commercial motor vehicle. This policy is also applicable to leased drivers and independent owner-operated contractors who are either directly employed by or under lease to the Village or who operate a commercial motor vehicle at the direction of or with the consent of the Village.
- D. **Purpose:** The purpose of the policy is to prevent accidents and injuries resulting from the misuse of alcohol and/or controlled substance abuse by drivers of commercial motor vehicles. It is intended to comply with the FHWA's published regulations (49 CFR Part 382) that require employers to test drivers who have a Commercial Driver's License for the misuse of alcoholic and controlled substances. Nothing in this policy shall preclude the Village from establishing rules, regulations, policies and/or procedures otherwise permitted by law, as long as such rules do not conflict with the special requirements of said regulations. The Omnibus Transportation Employee Testing Act of 1991 requires the testing of employees and mandates anti-drug and alcohol misuse and prevention programs.
- E. **Testing Requirements:** The Village shall test for controlled substances and alcohol in the following circumstances:
1. **Pre-Employment:** Testing of this kind shall occur prior to the first time and employee performs a safety-sensitive function. Said employee shall not be allowed to perform a safety-sensitive function unless the alcohol test result indicates an alcohol concentration less than 0.04 and the controlled substances test result indicates a verified negative result. If the alcohol test result is 0.02 or greater but less than 0.04, the provisions of subsection F.3 of this policy shall apply. The Village may choose not to administer such alcohol or controlled substance tests if an exception set forth in 49 CFR 382.301 is applicable.
  2. **Post Accident:** Testing of this kind shall occur when any employee is involved in an accident involving a commercial motor vehicle in which a safety-sensitive function was being performed with respect to the vehicle and a fatality occurs, or the employee receives a citation for a moving traffic violation arising from the accident. After the test, the

employee shall remain at home with pay until test results are received by the Assistant to the Village Manager or his/her designee (hereinafter "Assistant to the Village Manager").

If an alcohol test required under this section is not administered within two (2) hours following the accident, the Village shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this section is not administered within eight (8) hours following the accident, the Village shall not administer the test and shall prepare and maintain the same record.

If a controlled substance test required under this subsection is not administered within thirty-two (32) hours following the accident, the Village shall not administer the test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

An employee subject to a post-accident test shall remain readily available for such testing, or may be deemed to have refused to submit to testing; provided, however, that this section shall not be construed to require the delay of necessary medical attention for injured people or to prohibit an employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The Village shall provide employees with all necessary post accident information, procedures and instructions prior to an employee operating a commercial motor vehicle.

The results of a breath or blood test for alcohol or a urine test for controlled substances conducted by Federal or State officials having independent authority for the test shall be considered to meet the requirements of this section, provided such tests conform to applicable law and the results are obtained by the Village.

3. Reasonable Suspicion: Testing of this kind shall occur when there is reasonable suspicion to believe that an employee has violated any of the provisions of subsections F.2, 4, 5, 6, 7 or 8. Such reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. With regard to suspected controlled substance use, such observations may include indications of the chronic and withdrawal effects of controlled substances.

The observations required for a reasonable suspicion test shall be made by a supervisor who is trained pursuant to 49 CFR 382.603. The person making the determination of reasonable suspicion shall not conduct the test.

Alcohol testing under this subsection may be done only if the required observations are made during, just preceding or just after the period of the work day that the employee is required to be in compliance with this policy. An employee may be directed to undergo a reasonable suspicion test while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has

ceased performing such functions.

Notwithstanding the absence of a reasonable suspicion alcohol test, no employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while such employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. The Village shall not permit the employee to perform or continue to perform safety-sensitive functions until:

- a. an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or,
- b. twenty-four (24) hours have elapsed following the determination of reasonable suspicions.

Except as provided in the preceding paragraph, the Village shall not take any action under this policy against an employee based solely on the employee's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the Village from taking any otherwise authorized action consistent with law.

A written record shall be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier. Such record shall be filed with the Public Works Superintendent.

Employees required to submit to this test will be escorted by a supervisor or his/her designee to the test site. After the test, the employee will remain at home with pay until test results are received by the Assistant to the Village Manager.

4. Random: Testing of this kind shall occur as required by the U.S. Department of Transportation, in which all employees required to have a Commercial Driver's License will be subject to random drug and alcohol testing in accordance with Federal regulations. From the average number of employees required to have a Commercial Driver's License at the Village, fifty percent (50%) shall be randomly selected each year for controlled substance testing and twenty-five percent (25%) shall be randomly selected each year for alcohol testing as required by 49 CFR 382.305. If the FHWA Administrator adjusts the percentage for alcohol testing pursuant to 49 CFR 382.305, the Village shall adjust the testing accordingly.

The selection of employees for random testing shall be made by a scientifically valid method by which each employee has an equal chance of being tested each time selections are made. The tests shall be unannounced and the dates for administering the tests shall be spread reasonably throughout the year.

An employee who is selected for a random test shall proceed to the test site immediately;

provided, however, that if the employee is performing a safety-sensitive function, said employee shall cease to perform the safety-sensitive function and proceed to the test site as soon as possible.

An employee shall only be tested for alcohol under this subsection while said employee is performing safety-sensitive functions, or just before or just after performing such functions.

After the test, the employee shall return to duty until test results are received by the Assistant to the Village Manager.

5. Return to Duty: Testing of this kind shall be administered to employees who have violated the provisions of sections F.1, 2, 4, 5, 6, 7 or 8 below. If the employee violated the alcohol provisions, a return to duty alcohol test must be administered and indicate an alcohol concentration of less than 0.02 and if the employee violated the controlled substances provision, a return to duty controlled substances test must be administered and indicate a verified negative result before such employee is permitted to return to duty requiring the performance of a safety-sensitive function.
  6. Follow-Up: Testing of this kind shall occur if it is determined that an employee is in need of assistance in dealing with the alcohol or controlled substance problems pursuant to section J below. The employee shall be subject to unannounced follow-up testing pursuant to section J below. After the test, the employee shall return to duty until test results are received by the Assistant to the Village Manager. Follow-up alcohol testing shall be conducted only when the employee is performing safety-sensitive functions or just before or just after performance of such functions.
- F. Alcohol and Controlled Substances Prohibitions: The following prohibitions are applicable to all employees subject to this policy:
1. No employee shall be on duty or operate a commercial motor vehicle while possessing alcohol, unless the alcohol is manifested and transported as part of a shipment.
  2. No employee shall use alcohol while performing safety-sensitive functions.
  3. No employee shall perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle, for twenty-four (24) hours following an alcohol test result indicating an alcohol concentration of 0.02 or greater but less than 0.04.
  4. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having alcohol concentration of 0.04 or greater and/or a positive test for controlled substances.
  5. No employee shall perform safety-sensitive functions if they have consumed alcohol within the last four (4) hours.

6. No employee shall report to duty, or remain on duty requiring the performance of safety-sensitive functions, with any amount of controlled substances in their system, except when the use is prescribed by a physician who has informed the employee that the substance will not affect the employee's ability to safely operate a commercial motor vehicle. Employees shall inform the Public Works Superintendent of any therapeutic drug use.
  7. No employee shall use alcohol for eight (8) hours following an accident where a post accident test is required or until he/she undergoes a post accident test, whichever occurs first.
  8. No employee shall refuse to submit to a post accident, random, reasonable suspicion, or follow-up alcohol test and/or controlled substances test.
  9. If the Village has actual knowledge that an employee has violated any of the provisions of this section F, said employee shall not be permitted to perform any safety-sensitive functions.
- G. Alcohol Testing: All alcohol testing required by this policy shall be performed pursuant to the procedures set forth in 49 CFR Part 40 and as follows:
1. Before performance of a test under this policy, the employee shall be notified that such test is required by 49 CFR Part 382.
  2. All testing shall be performed by using an Evidential Breath Testing device. The test shall be conducted by a Breath Alcohol Technician who is trained in the operation of the testing device.
  3. Any result less than 0.02 alcohol concentration is considered a negative test. If the result is 0.02 or greater, a second confirmation test shall be conducted.
  4. If the alcohol concentration is 0.02 or greater but less than 0.04, the employee will immediately be removed from duty for at least twenty-four (24) hours. A concentration of 0.04 or greater will require immediate removal from duty and referral to a substance abuse professional pursuant to section J below.
  5. Employees who violate the alcohol misuse rules shall be referred to a substance abuse professional pursuant to section J below.
- H. Controlled Substance Testing: All controlled substances testing required by this policy shall be performed pursuant to the procedures set forth in 49 CFR Part 40 and as follows:
1. Before performance of a test under this policy, the employee shall be notified that such test is required by 49 CFR Part 382.

2. The controlled substances tested include the following drugs: Marijuana, Cocaine, Amphetamines, Opiates and Phencyclidine (PCP).
3. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO). A MRO shall be a licensed physician with knowledge of substance abuse. The MRO shall not be an employee of the testing laboratory.
4. In the event that the primary specimen is verified as positive, the employee shall have the option to have the split specimen sent to a different laboratory for analysis. To exercise this option, the employee must make a request to the MRO within seventy-two (72) hours of being told that the primary specimen was positive.
5. An employee who does not pass a required drug test (a primary specimen is verified as positive) shall *be relieved immediately from duty*.
6. Employees who violate the controlled substance misuse rules shall be referred to a substance abuse professional pursuant to section J below.

I. Procedures and Records:

1. All records required by 49 CFR Part 382 and Part 40 will be maintained by the Assistant to the Village Manager and remain confidential except as required by law or authorized or required by 49 CFR 382.405. The Village shall prepare and submit an annual calendar year summary of test results as required by 49 CFR 382.403.
2. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of controlled substances or alcohol, including test results. Records shall be provided promptly, and shall not be contingent upon payment for records other than those specifically requested. Records shall be made available to a subsequent employer or other identified person upon receipt of a written request from the employee.
3. The Village shall notify an employee of the results of a pre-employment controlled substances test if such employee requests such results within sixty (60) calendar days of being notified of the disposition of the employment application. The Village shall notify an employee of the results of random, reasonable suspicion and post accident tests for controlled substances if the results are verified positive, as well as which substance or substances were verified as positive.
4. Except employees tested randomly as provided in E.4, employees who are tested and are waiting for the results of their test(s) are to remain in contact with the Village. Employees are also required to advise the Village of their whereabouts and the telephone number of where they can be reached during this time.
5. The Village shall, no later than fourteen (14) days after the first time an employee performs a safety-sensitive function, obtain, pursuant to said employee's consent,

information from the employee's previous employers regarding alcohol tests with a result of 0.04 or greater, positive controlled substance test results and any refusals to be tested, within the preceding two (2) years.

6. If an employee has an alcohol test with a concentration of 0.04 or greater, or a verified positive controlled substance test or refuses to be tested, the Village shall not permit such employee to perform safety-sensitive functions without obtaining information on a subsequent substance abuse professional evaluation and return to duty testing.
  7. By law, acknowledgment and agreement to this policy as required of covered employees is a condition of employment.
  8. No employee who has violated any of the provisions of section F.1, 2, 4, 5, 6, 7 or 8 shall perform safety-sensitive functions, including driving a commercial motor vehicle, unless said employee has been evaluated by a substance abuse professional pursuant to section J below.
  9. All employees who are covered under this policy shall receive all of the educational material required by 49 CFR 382.601 and shall sign a statement, to be maintained by the Village, certifying receipt of such material.
  10. The Assistant to the Village Manager shall make reasonable efforts to contact and request anyone who submitted a specimen under this policy, regardless of his or her employment status, to contact and discuss the results of the controlled substance test with a :tvIRO. The Assistant to the Village Manager shall immediately notify the :tvIRO that the employee has been notified to contact the MRO within twenty-four (24) hours.
- J. Referral and Treatment: Any employee who violates any of the provisions of section F.1, 2, 4, 5, 6, 7 or 8 hereof shall be advised by the Village of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including names, addresses and telephone numbers of substance abuse professionals and treatment programs. In addition, such employee shall be evaluated by a substance abuse professional to determine what, if any, assistance such employee needs in resolving problems associated with alcohol misuse and controlled substances use.

Prior to returning to duty requiring the performance of a safety-sensitive function, any employee who has been identified as needing such assistance shall, in addition to being subject to return to duty testing required by section E.5. be evaluated to determine that such employee has properly followed any prescribed rehabilitation program. Such employee shall also be subject to follow-up testing at least six (6) times in the first twelve (12) months following return to duty in accordance with 49 CFR 382.605.

All referrals by a substance abuse professional shall comply with all the requirements of 49 CFR 382.605 (e).

The requirements of this subsection J. shall not apply to applicants who refuse to submit to a pre-employment test or who have a pre-employment alcohol test with a result of 0.04 or greater or a verified positive controlled substances test.

- K. Traffic Violation/CDL Disqualification: According to Illinois State Law, serious traffic violations while operating a Village vehicle may result in temporary or lifetime disqualification for CDL holders. If an employee loses his/her CDL due to a violation and is not reinstated within 30 days, he/she is subject to discipline up to and including termination. All CDL holders should also note that any serious traffic violations that occur while operating a non-Village vehicle can also result in a disqualification of the CDL license.

Under Illinois law all drivers operating a vehicle on highways automatically give their consent to submit to tests which determine the blood alcohol level while driving. Since April 1, 1992, the legal Breath Alcohol Content (BAC) for CDL holders has been 0.04.

The following violations committed by a CDL holder shall result in a disqualification from using a CDL, under Illinois Law, for at least 12 months for the first incidence of:

1. Refusing to submit to, or failure to complete a breathalyzer test.
2. Operating a Village vehicle with a blood alcohol concentration of 0.04 or greater.
3. Conviction (no matter what the BAC reading is) of driving under the influence.

Any driver who commits a second violation of any of the above listed offenses, arising from two or more separate incidents, is disqualified from a CDL for life. It should be noted that alcohol related convictions that occur in non-Village vehicles may also result in the disqualification of a CDL.

A conviction for other violations, such as the ones listed below, can also lead to a disqualification of at least 12 months on a CDL.

1. Knowingly and willfully leaving the scene of an accident while operating a Village vehicle.
2. Committing a felony while operating a Village vehicle.

A conviction for the violations listed below will result in the lifetime disqualification of a CDL.

1. A second violation of either of the two (2) offenses listed above, or a combination of the alcohol violations listed on the previous page.
2. The use of a Village vehicle in the commission of a felony involving the manufacturing, distributing or dispensing of a controlled substance.

Committing any of the violations listed in the last two paragraphs, while driving a non-Village vehicle, may also result in the suspension of your CDL.

- L. Disciplinary Action: Anyone who violates any of the requirements of 49 CFR Part 382 is, pursuant to 49 CFR 382.507, subject to the penalty provisions of 49 USC 521 (b). In addition, independent of the provisions of 49 CFR Part 382, an employee may be subject to disciplinary action by the Village up to and including termination for violation of any of the provisions of this policy.