

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEE DIVISION**

-AND-

**THE VILLAGE OF
LA GRANGE PARK**

EFFECTIVE

MAY 1, 2025 through APRIL 30, 2028

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AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, to achieve full recognition for the value of employees and the vital and necessary work they perform, and to provide the best possible services for the citizens of La Grange Park. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

ARTICLE I RECOGNITION

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 following collective bargaining unit, as certified by the Illinois State Labor Relations Board in Case No. S-RC-03-029:

INCLUDED: All full time and part time employees in the following classifications: Maintenance Worker I & II, Water Plant Operator, Mechanic and Crew Foreman.

EXCLUDED: All other employees.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. Any disputes regarding the appropriateness of inclusion of the new classification in the bargaining unit shall be resolved through the processes of the Illinois Labor Relations Board.

In the event there is a need for the establishment of new classifications, including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed upon differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree upon such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days, provided that the sole issue before the arbitrator shall be whether the rate established by the Employer is unreasonable.

ARTICLE II
UNION REPRESENTATION

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The parties acknowledge the general principle that working time is for work. Union activities within Employer facilities shall be restricted to administering this Agreement. The stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the department head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to provided, however, that the Union representatives give prior notice to the Public Works Director where practicable, and there is no interruption of the Employer's working schedule.

SECTION 2.2: UNION BULLETIN BOARDS

The Village shall provide one Union bulletin board at the Public Works facility. The Board shall be for the sole and exclusive use of the Union, and shall be separate from other Village bulletin boards. Postings shall not contain political matter involving the Village or be inflammatory in nature, and a copy of each posting shall be provided to the Director of Public Works.

SECTION 2.3: UNION STEWARDS

The Union shall designate two (2) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the Village to identify the Stewards.

SECTION 2.4: 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 such representative tenders his/her request to his/her supervisor reasonably in advance of such absence. Approval of such requests shall not be unreasonably denied. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

ARTICLE III
DUES CHECKOFF AND INDEMNIFICATION

SECTION 3.1: DEDUCTIONS

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the Village agrees to deduct the membership dues, assessments or fees (hereafter "dues") of

any member of the bargaining unit from his/her pay or any voluntary authorized fair share payments for non-dues paying members. Such deduction shall be remitted to the Union at the address designated by it. Such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. The Union shall certify the current amount of Union deductions.

SECTION 3.4: 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 in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 4.1. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, The Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- a) To plan, direct, control and determine all the operations and services of the Village;
- b) To supervise and direct the working forces;
- c) To establish the qualifications for employment and to employ employees;
- d) To schedule and assign work;
- e) To establish work and productivity standards and, from time to time, to change those standards;
- f) To assign overtime;
- g) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- h) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- i) To transfer, assign and evaluate employees;
- j) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- k) To change or eliminate existing methods, equipment or facilities;
- l) To contract out for goods and services;
- m) To establish, implement and maintain an effective internal control program;
- n) To increase, reduce or change modify or alter the composition of the work force, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- o) To determine the overall budget; and
- p) To carry out the mission of the Village;

provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V
HOURS OF WORK AND OVERTIME

SECTION 5.1: APPLICATION OF ARTICLE

The 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 year.

SECTION 5.2: WORKDAY AND WORKWEEK

The normal workday for all full time employees is eight (8) consecutive hours and the normal workweek is forty (40) hours.

SECTION 5.3: NORMAL WORK SCHEDULES

- A. The normal working schedules for bargaining unit employees follow:

7:00 a.m. - 3:30 p.m., Monday through Friday
- B. Employees shall be required to report, ready for work, to the Public Works Building at the beginning and end of each shift for departmental communications and to punch in and punch out, as applicable.
- C. During the winter months, the Village may implement its "Winter Operations Plan" on an as-needed basis. A copy of the Winter Operations Plan is attached to this Agreement as Appendix B. To the extent the staffing and scheduling requirements of the Winter Operations Plan conflict with this Agreement, the terms of the Winter Operations Plan shall supersede and be given effect.
- D. The Village reserves the right to adjust schedules on a temporary basis (not to exceed two (2) weeks), provided it gives the Union five (5) working days' notice of such change, whenever practicable.

SECTION 5.4: LUNCH/REST PERIOD

- A. Bargaining unit employees shall be granted a one-half (1/2) hour (unpaid) meal break (a) near the mid-point of each work shift, and (b) (if applicable) after four (4) hours of overtime, provided that work sites will not be left unattended. Said break period shall include employees' clean up time, if any.
- B. Bargaining unit employees shall be granted two (2) fifteen (15) minute paid breaks during the work shift.
- C. Employees shall be on the work site and ready to work up to the beginning, and at the end, of their break periods.

- D. When the heat index is one hundred five (105) degrees or higher, members not working in an air-conditioned area shall be permitted a five (5) minute break on the jobsite every hour.

SECTION 5.5: LIMIT ON REQUIRED OVERTIME

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours' rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission if, in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

SECTION 5.6: OVERTIME COMPENSATION

Except as otherwise provided in this Agreement, an employee shall be paid overtime pay at the rate of one and one-half (1.5) times his regular hourly rate of pay for all hours worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include all compensated hours. Overtime shall be assigned as needed by the Director of Public Works or his designee(s) pursuant to this Article V. Except for the employee on call, all overtime must be approved prior to working by the division supervisor, or in his absence, the Director. Employees shall be paid double time for all hours worked on Sundays and Holidays.

SECTION 5.7. OVERTIME DISTRIBUTION

The department head or his designee(s) shall have the right to require overtime work. Employees may not refuse overtime assignments, except for good cause shown. The department head or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, provided that, if there are more volunteers than are required for the job, opportunities will be distributed as more fully discussed below. The department head or his designee(s) will try to make overtime assignments within the job classification that normally performs the work in which the overtime is needed. To the extent that employees' skills are interchangeable, the department head or his designee shall assign overtime on a rotational seniority basis to equalize overtime opportunities within the bargaining unit. For overtime work that has traditionally been performed by all members of the Public Works Department, reasonable efforts will be made to equalize overtime opportunities. However, specific employees may be selected for special assignments based upon specific skills, ability and experience.

Part-time or non-bargaining unit personnel shall not be used to diminish bargaining unit members' regular hours of work as more fully described in Section 5.3.A. above.

SECTION 5.8: CALLBACK

A “callback” is defined as an official assignment of work, which does not continuously precede or follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, beginning when the employee arrives at the work site. There shall be a guaranteed minimum of two (2) hours’ pay at the overtime rate for each callback. Automotive mechanics shall only be called back to perform mechanic duties and snow/ice service.

SECTION 5.9: PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. This means an employee may not receive compensation under this Agreement in addition to any other source for any hours logged as a public works employee; if the employee is working for another employer or Village Department, he/she must be “off the clock.”

SECTION 5.10: ON-CALL DUTY

On-call duty shall be fulfilled by one (1) employee that will carry a Village issued wireless telephone while on-call. On-call duty shall rotate amongst those bargaining unit members who sign up for on-call duty. Failure to sign up for on-call duty shall not be grounds for discipline. If no volunteers sign up for on-call duty the Director of Public Works may assign on-call duty status on a rotating basis starting with the least senior employee. Employees assigned to on-call duty status for the week long period shall receive on-call pay at the rate of three (3) hours of overtime pay per week. The employee assigned to on-call duty status must respond to each call, and failure to respond may be deemed absence from work and may preclude the employee from receiving on-call pay under this Section. Employees may trade on-call duty assignments, so long as they provide prior notice to the Department Head or his designee. Employees assigned to on-call status shall have twenty (20) minutes to respond to a call and one (1) hour to report to work.

Employees who are not assigned to on-call duty status may be contacted for overtime if additional personnel are needed and shall be compensated in accordance with Section 5.8 above. Refusal to work call-out overtime shall not be grounds for discipline.

During Winter Operations, all members shall be paid one (1) hour of overtime pay per week for being on-call for snow and ice control during the twenty (20) week snow season. The employee assigned to on-call duty status shall not receive the Winter Operations on-call overtime during his assigned on-call week. Employees who fail/refuse to respond to callouts for Winter Operations shall be ineligible for on-call pay under this paragraph during the affected workweek.

SECTION 5.11: COMPENSATORY TIME

Employees who are entitled to overtime pay may elect to receive compensatory time, accrued at the appropriate overtime rate, in lieu of overtime pay. An employee who has accrued compensatory time may make requests for time off in a minimum of one-half (½) day increments or less, subject to the rule of reason and department operating needs. The employee shall provide twenty-four (24) hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time may be approved in hourly increments when requested for use at the end of a shift, subject to department operating needs. Compensatory time cannot be accumulated beyond one hundred twenty (120) hours.

ARTICLE VI **SENIORITY**

SECTION 6.1: SENIORITY DEFINED

The term “seniority” shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the Village’s Public Works Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

An employee’s employment with the Village shall be considered terminated and his seniority broken when he:

- a) Quits;
- b) Is discharged for just cause (probationary employees without regard to just cause);
- c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- d) Retires;
- e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by the employee’s doctor;
- f) Is laid off and fails to report to work within fifteen (15) work days of being recalled;
- g) Fails to report to work or notify the Village during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his control, which could not be reasonably anticipated or planned for.

If an employee has been separated from his/her employment with the Village for any reason except (b) above, and has been re-hired within six (6) months of such separation, such employees' time in service shall be "bridged", *i.e.*, aggregated, but the time between periods of employment shall not be counted for seniority, benefit accrual or any other purposes.

SECTION 6.3: SENIORITY LIST

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

SECTION 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. A newly-hired full-time employee who has previous experience working with the Village as a part-time employee shall be credited with one-half of their prior service as time served on their probationary period, provided that the maximum credit such an employee shall receive is three (3) months. Time absent from duty shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure.

A probationary employee shall have no seniority, except for purposes of bidding for scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

An employee who is promoted from one bargaining unit position to another under this Section 6.4 shall be considered to be "on probation" in their new position for a period of six (6) months; this six (6) month probationary period may be extended by the Village for the length of time necessary for the employee to obtain the necessary qualifications for the job (including the occurrence of a family or a similar emergency situation which may, for example, make it impossible for an employee to obtain a necessary license). If an employee who has been promoted under this Section 6.4 at any time simply cannot perform the job during the six (6) month probationary period in the judgment of the Director of Public Works (as opposed to disciplinary conduct, for example), then the employee will be demoted to his/her prior position in the appropriated wage rate and the most junior employee in that position will be laid off if the Village believes a layoff is necessary or appropriate.

ARTICLE VII FILLING OF VACANCIES

SECTION 7.1: PERMANENT VACANCY

A permanent vacancy is created when the Village determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within

the bargaining unit: terminations, promotions, resignations or demotions, and the Village does not eliminate the position through attrition.

SECTION 7.2: POSTING

Whenever a permanent vacancy occurs in an existing bargaining unit job classification or as a result of the development or establishment of new bargaining unit job classifications, 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 7.3: FILLING OF VACANCIES

When a vacancy occurs in the bargaining unit, the Village will fill the vacancy by selecting the most qualified applicant for the vacancy. The "most qualified applicant" shall be defined as the one who has, overall and in the sole discretion of the Village, the greatest skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are equal as between two (2) applicants for a position, the Village agrees that, in filling the vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit, and that an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

SECTION 7.4: CROSS -TRAINING

In order to maximize employee skill and in an effort to provide improved service, the Village will continue to maintain its cross-training program for all bargaining unit employees.

ARTICLE VIII LAYOFF AND RECALL

SECTION 8.1: DEFINITION AND NOTICE

The Village in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff. The Village shall give the Union as much notice as possible, but not less than forty-five (45) days' notice, of any layoffs, and an opportunity to bargain, if the Union requests.

SECTION 8.2: GENERAL PROCEDURES

If it is determined by the Village that layoffs are necessary in any classification covered by this Agreement, any non-full-time employees in the affected classification shall be laid off first, followed by probationary employees in the affected classification, and then followed by the least senior full-time employees in the classification in inverse order of their seniority.

SECTION 8.3: RECALL OF LAID-OFF EMPLOYEES

Laid off employees shall be placed on a recall list for a period equivalent to two (2) years. If there is a recall in the employee's job classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training or if they could become qualified within ten (10) work days of training and experience. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given ten (10) work days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall report for duty within ten (10) work days following receipt of the recall notice, provided the employee has responded to the notice, by telephone or other means, to inform the Village of his/her intent to return within five (5) calendar days of his receipt of the notice. 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 of the employee to provide the Village with his current address. If an employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

ARTICLE IX **DISCIPLINARY PROCEDURES**

SECTION 9.1: JUST CAUSE

The Village 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 not include routine verbal job counseling, without any documentation to the employee's file. Discipline may include, but shall not be limited to, the following:

- 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, with a copy delivered to the Union;
- C. Suspension without pay with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union;
- D. Discharge, with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union.

One or more steps may be skipped, and discipline may be imposed at higher levels, where the severity of the offense warrants it. Notice of disciplinary action shall be given to the employee not later than ten (10) working days following conclusion of the Department Head's (or his designee's) investigation into the matter, and the employee shall be afforded the opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the

basis for such action. Furthermore, upon the request of the employee, a representative of the Union (Steward) shall be allowed to be present at and participate in the discussion.

SECTION 9.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary investigatory interviews with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

SECTION 9.3: REMOVAL OF DISCIPLINE RECORDS

The parties agree that oral and/or written reprimands, having been reduced to writing and placed in the employee's file, shall be removed if the employee does not receive further discipline for similar types of offenses for a period of twenty-four (24) consecutive months. All such expungements shall be pursuant to a written request by the employee to the department head.

ARTICLE X PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two (2x) times per year. An employee may obtain a copy of his/her record upon request to the department head.

ARTICLE XI GRIEVANCE PROCEDURE

SECTION 11.1: GRIEVANCE DEFINED

A "grievance" is defined as any alleged violation of an expressed term of this Agreement.

SECTION 11.2: GRIEVANCE STEPS

A grievance filed against the Village shall be processed in the following manner:

Informal Pre-Step: Oral Discussion with Supervisor

Within three (3) calendar days of the event giving rise to the grievance or of the day when the grievant, through normal diligence, should have become aware of the occurrence, an employee or Union representative who has a grievance may attempt to resolve the grievance orally with the employee's supervisor. If no such informal resolution is attempted or achieved, the employee or Union representative may file and process a formal grievance in accordance with the following steps and limitation periods.

Step 1 –

Except as otherwise provided below, an employee or Union representative who has a grievance shall submit the grievance in writing to the Director of Public Works specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts giving rise to the grievance, the provision(s) of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days after the end of the informal pre-step period specified above, but no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have become aware of the occurrence. The Director of Public Works shall render a written response to the grievant and the Union within seven (7) calendar days after the grievance is presented or within seven (7) calendar days of any meeting between the parties if such a meeting is called by the Director of Public Works. Should a meeting be called, it shall be scheduled through mutual agreement between the Director of Public Works and the Local 150 business representative. The grievant, Union Steward and business representative, along with the Director of Public Works, shall be permitted to attend all grievance meetings.

Step 2 –

In the case of a grievance involving a suspension without pay or an involuntary termination, the affected employee or the Union may elect to file the grievance directly at Step 2. Such a grievance must be filed no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have been aware of the occurrence. In the case of a grievance filed at Step 1, if the grievance is not settled at that step and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Manager within seven (7) calendar days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or his/her designee shall investigate the grievance, and if he deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant, Union Steward and an authorized business representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager shall provide a written answer to the Union, within seven (7) calendar days of the receipt of the grievance at Step 2 or within seven (7) calendar days of any meeting between the parties if such a meeting is called. If a settlement is reached, it shall be reduced to writing and signed by the parties.

Step 3 – Arbitration –

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, it may refer it to arbitration, as described below, within seven (7)

calendar days of receipt of the Village Manager's written answer provided in Step 2.

- a) The parties shall attempt to agree upon an arbitrator and a joint statement of the issue or issues. In the event that the parties are unable to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral to an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. The Union shall strike the first name from the first list, and the parties shall alternate first strikes thereafter. The arbitrator shall be notified of his selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the representatives of the Village and the Union. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.
- b) 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 of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step or any other issue raised by the Union prior to the request to proceed to arbitration. The arbitrator will 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 any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Village, the Union and the employees covered by the Agreement.
- c) The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the Village and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
- d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

SECTION 11.3: TIME LIMITS

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the Village and the Union. If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Village or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The Village must, however, provide a written response at Step 2.

SECTION 11.4: GRIEVANCE DISCUSSIONS AND INVESTIGATIONS

All grievance discussions and investigations shall take place at mutually agreeable times and in a manner, which does not interfere with the Village operations. If mutually agreed-upon times occur during an employee's duty shift, the employee shall be allowed to attend such meeting without loss of pay. An employee's attendance at such meetings shall not occasion the payment of overtime.

SECTION 11.5: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form, which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

ARTICLE XII HOLIDAYS

SECTION 12.1: PAID HOLIDAYS

All permanent, full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. The Friday before Easter (one-half (1/2) day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Friday after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. Floating Holiday (to be scheduled subject to departmental needs)

Should the Village issue any additional paid holidays(s) to other Village employees, the bargaining unit shall receive the same paid holiday(s).

SECTION 12.2: SPECIFIC APPLICATIONS

- A. All holidays shall be observed from 12:01 a.m. to 11:59 p.m. If a holiday falls on a weekend, Saturday holidays (other than Christmas) shall be designated as Friday off and Sunday holidays (other than Christmas Eve) shall be designated as Monday off.

- B. Newly-hired full-time employees are immediately eligible for holiday pay.
- C. In the event an employee does not work the scheduled day before or the day after the holiday, the employee will be ineligible to receive holiday pay, unless the absence is for good cause shown.

SECTION 12.3: HOLIDAY PAY

All full-time employees who are not required to work on the holiday shall receive eight (8) hours' pay for each holiday. Employees who work on a holiday (including the actual or observed Christmas Holiday) shall be compensated at two-times (2x) their regular hourly rate for hours actually worked on the holiday, with a minimum guarantee of two (2) hours' work or pay, plus eight (8) hours' holiday pay.

SECTION 12.4: SAFETY INCENTIVE DAY

Each employee shall be granted one safety incentive day per year if he/she has not had an avoidable accident (as defined in accordance with the Village Personnel Manual adopted April 8, 2003) within the previous calendar year.

**ARTICLE XIII
VACATIONS**

SECTION 13.1: VACATION TIME OFF

Full-time bargaining unit employees shall earn paid vacation days on a monthly basis in accordance with the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Length of Vacation</u>
1 – 6 years	80 hours (6.67 hrs./mo.)
6+ – 12 years	120 hours (10.0 hrs./mo.)
12+ - 20 years	160 hours (13.33 hrs./mo.)
20+ years	200 hours (16.67 hrs./mo.)

SECTION 13.2: VACATION USAGE

- A. When a holiday falls during an employee's scheduled vacation period, the employee will not be charged with a vacation day for the day when the holiday is observed.
- B. Vacation days must be taken in no less than four (4) hour increments.
- C. Vacation days must be used during the year after the anniversary date in which they are earned. The Director of Public Works may exempt employees from this requirement and allow a carryover of vacation days for up to six (6) months following the employee's next anniversary date.

- D. No vacation days may be earned in any month in which the employee receives no compensation.
- E. The maximum amount of time permitted off from work for vacation shall be two (2) weeks (eighty (80) consecutive work hours) at a time.

SECTION 13.3: VACATION SELECTION

Vacation for bargaining unit employees shall be scheduled in the following manner:

- A. Bargaining unit members' vacation year for scheduling purposes runs from April 1st to the next March 31st.
- B. The Director of Public Works shall establish an annual "pick period" from January 1 to March 31, during which time pick requests of up to 2 weeks' vacation will be honored in order of seniority.
- C. After March 31st, vacation pick requests will be honored on a "first-come-first-served" basis. Employees seeking to add a third week to an existing scheduled vacation may do so if the week is available at the time of the request, after 3/31.

Grants of requests for vacation leave shall be based upon the department's operational needs and shall not be unreasonably withheld. In all cases, vacation days must be requested no less than forty-eight (48) hours in advance, provided that, in cases of exigent circumstances, the Department Head may grant requests with less than 48 hours' notice, if mutually agreeable to the employee and the Department Head.

SECTION 13.4: ACCUMULATED VACATION AT SEPARATION

Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's regular rate of pay at the time of separation. Requests for previously unscheduled vacation leave shall not be granted after an employee's tender of notice of his/her resignation.

ARTICLE XIV SICK LEAVE

SECTION 14.1: ACCRUAL AND ACCUMULATION

Employees shall accrue sick leave at the rate of one (1) day per month, up to twelve (12) days per year, with a maximum accumulation of one-hundred twenty (120) days (960 hours). Any employee retiring after twenty years of service or duty-related disability is entitled to receive payment for 25% of accumulated sick leave. No sick leave days may be accrued in any month in which the employee receives no compensation.

SECTION 14.2: SICK LEAVE USE

Sick leave may be granted in a minimum of one (1) hour blocks for any of the reasons listed below:

- a) Incapacitation due to the employee's illness, injury or disability;
- b) Personal medical or dental appointments which cannot be scheduled outside of the regular work schedule;
- c) An employee may request paid sick leave for extenuating circumstances from the department head;
- d) Family illness which requires the employee's presence.

SECTION 14.3: SICK LEAVE REQUESTS

Each employee requesting a sick day is required to notify the Director of Public Works, or his designee(s) of the need for such leave, and the nature of its use, as soon as possible before his/her scheduled starting time.

SECTION 14.4: PHYSICIAN'S CERTIFICATE/PHYSICAL EXAMINATION

- A. When an absence is three (3) days or more, a physician's certificate will be required upon return to work. If a physician's certificate is not supplied, the time will be charged to leave without pay. Any cost of the physician's certification shall be borne by the employee.
- B. Should an employee require five (5) consecutive sick days or more, the employee must furnish a current report from the attending physician indicating prognosis and anticipated length of illness or injury. The employee may also be required to have a physical examination by a physician chosen and paid for by the Village to determine length of time the employee will be unable to report to work.

SECTION 14.5: CATASTROPHIC LEAVE

Employees who have reached the maximum sick leave accumulation shall place additional sick leave days into a "catastrophic sick leave bank". Once employees have reached the maximum sick leave accumulation, they will receive one (1) additional day of sick leave for every four (4) sick days earned but not used in any given fiscal year. The days placed into the catastrophic sick leave bank may only be used if all other sick leave has been exhausted. Days accumulated in the bank will not apply to separation benefits.

SECTION 14.6: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For

the purposes of this Section 14.6 only, employees shall be permitted to accrue unlimited sick leave days.

ARTICLE XV
LEAVES OF ABSENCE

SECTION 15.1: FUNERAL LEAVE

Funeral leaves of up to three (3) consecutive workdays per incident, including the date of the funeral services, shall be granted with pay due to a death in a full time employee's immediate family.

- A. Requests for funeral leave are not granted automatically, and the employee may be required to provide proof of death and/or relationship to the deceased.
- B. Immediate family is defined as current husband, current wife, father, mother, stepfather, stepmother, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, adopted child, grandchild, grandparent, spouse's grandparents, uncle, aunt, niece or nephew. Should an employee require additional time off, the Employer may allow the employee to use vacation or compensatory time for good cause shown.

SECTION 15.2: JURY DUTY LEAVE

An employee will be paid his regular compensation for time spent on jury duty but will not be entitled to travel expenses for jury duty. Employees are expected to return to work directly after release from jury duty.

SECTION 15.3: MILITARY LEAVE

Military leave shall be afforded to affected employees in accordance with applicable state and federal law. This leave shall not be charged against vacation or sick leave. An employee must give notice to the Director of Public Works as soon as he is notified of his call to duty.

SECTION 15.4: FAMILY AND MEDICAL LEAVE

- A. Pursuant to the *Family and Medical Leave Act of 1993*, employees who have worked for the Village for at least twelve (12) months and have worked one thousand two hundred fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of leave per twelve (12) month period (defined as a rolling 12 month period counted backwards from the day an employee takes such leave) for child care associated with the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member.
- B. An immediate family member is an employee's spouse, child, or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild under the age of

eighteen (18), or otherwise incapable of self-care because of a documented mental or physical disability.

- C. The Village may require certification or documentation from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification from the treating physician will be required.
- D. Employees should provide the Village with at least thirty (30) days' notice of anticipated Family Medical Leave, where possible.
- E. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Incentive Day before taking unpaid Family Medical Leave. However, the employee may reserve up to five (5) days of Vacation Leave for later use if desired. Time off taken as sick, vacation, or other leave which is attributable to a serious health condition for the employee will run concurrently with Family Medical Leave and will count toward the twelve (12)-week entitlement described in this chapter.
- F. Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. During the leave, the employee is responsible for his/her portion of all health premiums that he/she would normally pay. In the event an employee does not return to Village employment after taking leave, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from Family Medical Leave, an employee will be re-instated to the same or equivalent position, in accordance with FMLA.
- G. If an employee is unable to return to work after exhausting Family Medical Leave, he may be terminated from Village employment, in accordance with FMLA.

ARTICLE XVI **INSURANCE**

SECTION 16.1: HEALTH AND DENTAL INSURANCE

The Employer shall provide bargaining unit employees health insurance through the Midwest Operating Engineers Local 150 Health and Welfare Fund ("Fund"), and such employees will not participate in or be eligible for health insurance coverage under the Employer's group health insurance plan during the term of this Agreement. New employees will be covered on the first date of hire. During the term of this Agreement, the Village will contribute the following amounts to the Fund's Plan for such insurance coverage for the covered employees:

Effective May 1, 2025:	
Single Coverage	\$1,001.00
Employee + 1 Coverage	\$2,002.00
Family Coverage	\$3,053.00

Each May 1 thereafter, the health insurance rates for the coverage options set forth above shall increase by no more than ten percent (10%) or shall be set at the rate set by the Fund, whichever is less.

All three (3) coverage options shall be available to unit members through the term of this Agreement.

SECTION 16.2: LIFE INSURANCE

During the term of this Agreement, the Village will provide bargaining unit employees with the same life insurance coverage and benefits that are in effect as of May 1, 2009 for the Village’s non-Union employees.

ARTICLE XVII
SAFETY

The Village and its employees are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE XVIII
LABOR-MANAGEMENT MEETINGS

SECTION 18.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Village mutually agree that, in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate, but not less frequently than quarterly. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- a) Discussion of the implementation and general administration of this Agreement;
- b) A sharing of general information of interest to the parties;

- c) The identification of possible health and safety concerns.

A Union representative and/or Union Steward may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 18.2: PURPOSE

It is expressly understood and agreed that Labor/Management meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Village representative, and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees.

ARTICLE XIX UNIFORMS AND EQUIPMENT

SECTION 19.1: UNIFORMS

To the extent the Village requires the employees to wear uniforms and/or uniform apparel, such uniforms shall be provided by the Village.

SECTION 19.2: PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

The Village shall provide all necessary items of protective clothing and safety gear, other than safety shoes/boots, pursuant to prior practice and procedure. The Village shall continue to provide employees with one pair of safety shoes/boots per contract year, through the Village's existing vendor/reimbursement system. Jackets/outerwear shall be provided through the same system, and on the same annual basis. Safety equipment authorized by the Village must be used while on duty.

SECTION 19.3: PRESCRIPTION SAFETY EYEGLASSES

The Village shall reimburse employees for the reasonable costs of the purchase of one (1) pair of safety prescription eyeglasses during the term of this Agreement.

ARTICLE XX NON-DISCRIMINATION

Both the Village and the Union agree not to discriminate against any employee covered by this Agreement with regard to employment, tenure or condition of employment on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap. Neither the Village nor the Union shall discriminate in any way against any employee on account of his Union activity or his refraining from such activity. Employees and/or the Union asserting a violation of this Article may process a grievance up to but not including arbitration. Employees

and/or the Union who are dissatisfied with the disposition of grievances under this Article may seek redress before the appropriate federal, state or administrative agency.

ARTICLE XXI
NO STRIKE/NO LOCKOUT

SECTION 21.1: NO STRIKE

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, agents or employees of the Union will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services. This provision shall not require any bargaining unit employee to cross a lawful picket line.

SECTION 21.2: CONSEQUENCES OF A STRIKE

- A. Resumption of Operations and Union Liability. In the event of action prohibited by Section 21.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
- B. Discipline of Strikers. Any employee who violates the provisions of Section 21.1 above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*.
- C. 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. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

SECTION 21.3: NO LOCKOUT

The Village agrees not to lockout employees during the term of this Agreement.

ARTICLE XXII
WAGES AND OTHER BENEFITS

SECTION 22.1: WAGE RATES

Wages for the life of this agreement shall be paid according to this Article and to Appendix "A" attached hereto and made a part of this Agreement. In the event that an employee has received an "unsatisfactory" evaluation and is subject to a remediation plan at the time

he/she is scheduled for wage step movement, such step movement shall be withheld until such time as the employee satisfactorily completes the remediation process (not to exceed six (6) months from the start of the remediation process).

May 1, 2025 – 3.0%

Wages shall be as follows based on the health insurance increases on May 1, 2026 and May 1, 2027:

	If rates increase up to 5%		If rates increase between 5-7%		If rates increase between 7-10%	
	MOE Insurance	Wages	MOE Insurance	Wages	MOE Insurance	Wages
May 1, 2026	5%	3%	5-7%	2.5%	7-10%	2.25%
May 1, 2027	5%	2.75%	5-7%	2.25%	7-10%	2.00%

SECTION 22.2: CERTIFICATION INCENTIVE

A. In addition to the regular wages set forth in Appendix A, the Employer shall pay an additional \$1,000.00 lump sum annual bonus for holding an Arborist Certification, and an additional \$1,000 lump sum annual bonus for the Arborist TRAQ (Tree Risk Assessment Qualification), and the employees requesting Arborist Certification incentives must be approved by the Department Head. Employees who possess and maintain a Class C Water Operator’s License but who are not in the classification of Water Operator shall receive an additional \$1,000.00 lump sum annual bonus for holding such license. When any Employee who holds a Class C Water Operator’s License (but is not in the classification of Water Operator) reaches the maximum rate for their classification, such Employee shall thereafter receive an additional \$1,000.00 lump sum annual bonus. Employees who, at the execution of the contract, possess and maintain a pesticide license shall receive an additional \$625.00 lump sum annual bonus for holding such license, provided that not more than two (2) employees may receive pesticide incentive in any year. Employees who obtain, maintain or review a pesticide license after the execution of this contract shall receive an additional \$300.00 lump sum annual bonus for holding such license. No employee shall be eligible to receive payment for more than two (2) certifications and/or licenses under this Section 22.2 in any single year.

B. The lump sum bonuses payable under this Section shall be paid on or about December 31st of each year, and shall be the basis for additional overtime compensation as required by the Fair Labor Standards Act, 29 U.S.C. §201 et. seq. (“FLSA”) and the federal regulations that administer FLSA. In the

employee's first year of eligibility for a certification incentive bonus, the employee shall receive a pro-rated portion of the annual bonus, measured by the portion of the year remaining after the employee's first eligibility date.

ARTICLE XXIII
DRUG AND ALCOHOL TESTING

The parties agree to adopt the Union's proposed drug and alcohol policy, which is attached hereto and incorporated herein by reference as Appendix C; provided that, in the event that the terms of Appendix C conflict or are inconsistent with the employee selection/random testing procedures established by the Village's incumbent testing consortium, the procedures of the Village's consortium shall supersede and be given full effect, and the conflicting provisions of Appendix C shall be ineffective.

ARTICLE XXIV
SAVINGS CLAUSE

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

ARTICLE XXV
COMPLETE AGREEMENT

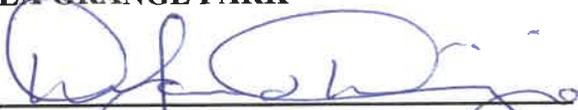
This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights Article. 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
TERMINATION

This Agreement shall be effective on the date of execution by both parties and shall remain in full force and effect until midnight on April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to April 30, 2025 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to April 30, 2028.

Agreement Executed this 26th day of August, 2025.

**FOR THE VILLAGE OF
LA GRANGE PARK**



**JAMES L. DISCIPIO,
VILLAGE PRESIDENT**



**JULIA CEDILLO,
VILLAGE MANAGER**

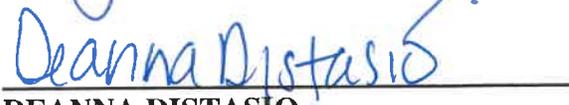


Sandy Bakalich
Deputy Village Clerk

**FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150**



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



**DEANNA DISTASIO,
ATTORNEY**

APPENDIX A
HOURLY WAGE SCALE

Initial placement on the schedule for new hires may be above the starting rate, commensurate with prior experience, skill and ability. The Union reserves the right to grieve arbitrary, capricious or discriminatory starting placements on the schedule. Promoted employees shall be placed within the new classification's range at a level which yields a wage increase.

STEP CHART - May 1, 2025

	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	51,815.44	54,617.44	57,419.43	60,221.44	63,023.42	65,825.45	68,627.42	71,429.42
Maintenance Worker 2	57,121.62	60,211.70	63,301.77	66,391.83	69,481.91	72,571.97	75,662.06	78,752.13
Automotive Mechanic	65,736.15	69,081.66	72,427.15	75,772.62	79,118.13	82,463.62	85,809.11	89,154.60
Water Operator	69,279.56	72,792.30	76,305.10	79,817.87	83,330.61	86,843.38	90,356.16	93,868.93
Crew Foreman	69,279.56	72,792.30	76,305.10	79,817.87	83,330.61	86,843.38	90,356.16	93,868.93

STEP CHART* - May 1, 2026

If insurance coverage rates increase up to 5%, then wage rates increase by 3%

	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	53,369.90	56,255.96	59,142.01	62,028.08	64,914.12	67,800.21	70,686.24	73,572.30
Maintenance Worker 2	58,835.27	62,018.05	65,200.82	68,383.59	71,566.37	74,749.13	77,931.92	81,114.70
Automotive Mechanic	67,708.24	71,154.11	74,599.96	78,045.80	81,491.68	84,937.53	88,383.38	91,829.24
Water Operator	71,357.94	74,976.07	78,594.25	82,212.40	85,830.53	89,448.69	93,066.84	96,684.99
Crew Foreman	71,357.94	74,976.07	78,594.25	82,212.40	85,830.53	89,448.69	93,066.84	96,684.99

** If insurance rates increase between 5-7%, then wage rates increase by 2.5%*

** If insurance rates increase between 7-10%, then wage rates increase by 2.25%
 Actual wage rates will be adjusted accordingly

STEP CHART* - May 1, 2027

If insurance coverage rates increase up to 5%, then wage rates increase by 2.75%

	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Maintenance Worker 1	54,837.58	57,803.00	60,768.42	63,733.85	66,699.26	69,664.72	72,630.12	75,595.54
Maintenance Worker 2	60,453.24	63,723.54	66,993.85	70,264.14	73,534.44	76,804.73	80,075.05	83,345.35
Automotive Mechanic	69,570.21	73,110.85	76,651.46	80,192.06	83,732.70	87,273.31	90,813.92	94,354.55
Water Operator	73,320.29	77,037.91	80,755.59	84,473.24	88,190.87	91,908.53	95,626.18	99,343.83
Crew Foreman	73,320.29	77,037.91	80,755.59	84,473.24	88,190.87	91,908.53	95,626.18	99,343.83

** The above rates are based upon a 3.00% wage rate increase for May 1, 2026, if applicable*

** If insurance rates increase between 5-7%, then wage rates increase by 2.25%*

** If insurance rates increase between 7-10%, then wage rates increase by 2.00%*

**Actual wage rates will be adjusted accordingly*

APPENDIX B
WINTER OPERATIONS PLAN

I. GENERALLY

Each winter season the Village shall institute an “A” and “B” call-out list for winter operations. For purposes of this agreement, the winter season shall be defined as the twenty (20) week period beginning two (2) Fridays before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the “A” team and half to “B” team.

The Village shall provide all employees with paging devices or other voice communication devices. The employees will turn on and carry the devices on their person whenever they are on-call. When paged or contacted, the employees will have fifteen (15) minutes to contact the Village and acknowledge the call-out. Employees will have one (1) hour to report for work following acknowledgement of the call-out.

Each year each team will have a designated Primary Team Leader and a Secondary Team Leader. All Team Leaders will be designated by the Director of Public Works. All Team Leaders will be issued voice communication devices that are compatible with the device utilized by the Director of Public Works. The devices will be issued for the twenty (20) week period of winter operations. Team Leaders shall utilize the devices to maintain communications with team members at home and with Team Leaders of the other team.

When call-outs are necessary, the Village will contact (by phone or pager) the first on-call employees according to the team list and schedule as determined by the Public Works Director before each winter season begins. If additional employees are needed after all the members of the first on-call team have been contacted, the Village may attempt to contact drivers from the off-duty team. Contact shall be made in rotating order of seniority of the off-call team drivers (beginning with the most senior employee of the team on the first instance required). If additional drivers are needed after both teams have been contacted the Village may contact the mechanics to serve as substitute drivers.

If a mechanic is needed (for mechanic duties only) then the Village may contact the mechanics directly. Contact will be made in rotating order of seniority beginning with the mechanic with the most seniority for the first instance required.

A first on-call employee on Compensatory, Personal, Sick or Vacation Leave is not responsible for callback or for finding a replacement during his/her period of leave. An employee on Compensatory, Personal or Vacation Leave may remain on-call by notifying the Director of Public Works. An employee on Compensatory, Personal, Sick or Vacation Leave on Friday or Monday shall not be responsible for weekend callbacks. The alternate first on-call team member on the rotation schedule will be called to replace the absent team member. If no additional first on-call team members are available, the Director of Public Works (or his designee) may ask for volunteers from the off-call team to cover vacancies on the first on-call team.

Work will continue until operations are complete. A team will always be on duty during winter operations.

Employees may not work more than sixteen (16) hours in a twenty-four (24) hour period without a rest period of eight (8) hours away from work. No employee shall be compelled to work more than sixteen (16) hours in a twenty-four (24) hour period. Employees who inadvertently work beyond sixteen (16) hours will not be disciplined unless there is a pattern of abuse of the sixteen (16) hour limit.

Relief teams may be called as deemed necessary by the Director of Public Works or his designee.

On-duty teams shall cease working upon the direction of the Director of Public Works or his designee.

At the conclusion of operations an employee may take a Rest Day with the approval of the Director of Public Works (or his designee). Employees may use Compensatory, Personal or Vacation Leave for that day or any portion thereof.

One or more employees from the first on-call team may be on a stand-by/snow watch status on duty when operations are imminent prior to either morning or evening rush hour.

Break times will reflect the normal workday schedule with the addition of an additional paid half-hour (.5) hour break if the crew works past 3:30 p.m. Crews on twelve (12) hour rotation will have a fifteen (15) minute break and two (2) half-hour (.5) hour breaks. All breaks are paid except for the lunch period of the normal workday.

The Director of Public Works (or his designee) will determine the method of salting and plowing. Those procedures will be followed by employees.

No sleeping will be allowed in the public works facility at any time, without the prior approval of the Director of Public Works or his designee.

II. SALT OPERATIONS

Teams shall be on-call for salt operations on alternating seven-day periods commencing at 7:00 a.m. Friday.

Three driver employees from the on-call team will be first on-call for salt operations. Any team member not on first on-call will be an alternate driver.

Employees will rotate first on-call alternate status within their team after each callout. Team on-call schedules will make every reasonable effort to equally distribute overtime amongst the employees.

If the team is called in after 3:30 p.m. but before 7:00 p.m., the team will work no later than 11:00 p.m. If the work is not completed by that time, a relief crew may be called from the other team.

III. PLOW OPERATIONS

When the Director of Public Works (or his designee) determines that plow operations are needed, teams will work on twelve (12) hour rotating shifts until such operations are concluded. The Director of Public Works will divide employees in equal numbers between the two (2) teams.

The team that is first on-call (if a team is not working at the time) or the team on-duty at the time will become:

1. the Day Shift if plow operations commence between 7 a.m. and 11 p.m.; (Day Shift will subsequently work 11 a.m. to 11 p.m. until plow operations conclude) or
2. the Night Shift if plow operations commence between 7 p.m. and 11 a.m.; (Night Shift will subsequently work 11 p.m. to 11 a.m. until plow operations conclude).
3. Determination of shift designation will be made by the Director of Public Works.

The Director of Public Works or his designee may call in contractors to assist employees with plow operations:

1. Anytime during the normal business day.
2. During the twelve (12) hour rotating shifts if all employees assigned to that shift are offered the ability to work overtime first.

The twelve (12) hour rotation will continue for at least one (1) shift after the use of contractors has ended. The Director may also perform plow operations to supplement the on-duty team if weather conditions or staffing difficulties necessitate.

APPENDIX C
VILLAGE DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not operate a Village commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances; including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave. .

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - a. The accident involved the loss of life; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
 - b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
 - c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.

- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- b. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Restricted Period

- a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
3. Selection
- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
 - b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60)

minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
 - a. Once a drug test is announced, an employee shall go directly to the collection site.
 - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.

- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

- 1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information

documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

- 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
- 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.

- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
 - b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
 - c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.
3. Inability to Provide an Adequate Amount of Breath
- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 - f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in

violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing
 - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
 - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.

- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.