

RESOLUTION NO. R-14- 08

**Approval of Public Works Union
Collective Bargaining Agreement
(May 1, 2013 – April 30, 2016)**

WHEREAS, the Village of La Grange negotiating team has met with representatives of the International Union of Operating Engineers (IUOE), Local 150 to negotiate a new collective bargaining agreement;

WHEREAS, the Village of La Grange negotiating team and representatives of IUOE Local 150 have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2013 and ending April 30, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

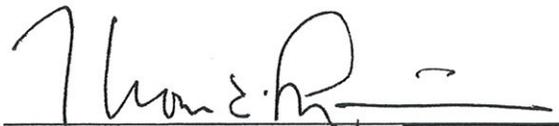
ADOPTED by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the 23 day of June, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Kuchler, McCarty, Palermo, Holder and Langan

NAYS: -0-

ABSENT: Trustee Nowak

APPROVED this 23 day of June, 2014.


Thomas E. Livingston, Village President

ATTEST:


John Burns, Village Clerk

AGREEMENT

Between

VILLAGE OF LA GRANGE

and

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

May 1, 2013-April 30, 2016

TABLE OF CONTENTS

	Page
PREAMBLE	6
ARTICLE I RECOGNITION AND REPRESENTATION	6
Section 1. Recognition.....	6
Section 2. New Classifications	7
Section 3. Union’s Duty of Fair Representation.....	7
ARTICLE II UNION DUES	7
Section 1. Dues Checkoff	7
Section 2. Indemnification.....	8
Section 3. Fair Share.....	8
ARTICLE III UNION RIGHTS	9
Section 1. Union Stewards.....	9
Section 2. Union Bulletin Boards	9
Section 3. Union Representative Access	10
Section 4. Representation Time	10
Section 5. Time off for Union Activities	11
ARTICLE IV LABOR MANAGEMENT COMMITTEE.....	11
ARTICLE V MANAGEMENT RIGHTS	13
ARTICLE VI HOURS OF WORK AND OVERTIME.....	14
Section 1. Application of Article	14
Section 2. Normal Work Day	14
Section 3. Changes to Work Schedule and Work Day	15
Section 4. Overtime Pay	16
Section 5. Compensatory Time.....	17
Section 6. Call-back Pay.....	17
Section 7. Overtime Distribution	18
Section 8. Winter Snowplowing/Salting.....	21
Section 9. Water Plant Weekend Assignments/On-Call.....	23
Section 10. No Pyramiding.....	24
ARTICLE VII GRIEVANCE PROCEDURE.....	24

Section 1.	Definition	24
Section 2.	Procedure	24
Section 3.	Limitations on Authority of Arbitrator	26
Section 4.	Grievance Form	27
Section 5.	Time Limit for Filing.....	27
Section 6.	Miscellaneous	27
ARTICLE VIII NO STRIKE-NO LOCKOUT.....		28
Section 1.	No Strike.....	28
Section 2.	No Lockout	29
Section 3.	Judicial Restraint	29
ARTICLE IX SENIORITY AND PROBATIONARY PERIOD.....		29
Section 1.	Definition of Seniority.....	29
Section 2.	Probationary Period	29
Section 3.	Probationary Period Following Promotion.....	29
Section 4.	Seniority List	30
Section 5.	Termination of Seniority.....	30
ARTICLE X LAYOFF AND RECALL.....		31
Section 1.	Layoffs.....	31
Section 2.	Recall of Employees	32
Section 3.	Notice of Recall	32
Section 4.	Effects of Layoff.....	33
ARTICLE XI HOLIDAYS AND PERSONAL DAY.....		33
Section 1.	Holidays	33
Section 2.	Eligibility Requirements	33
Section 3.	Holiday Pay	34
Section 4.	Administrative Holidays	34
Section 5.	Floating Holidays.....	34
Section 6.	Safety Incentive Day.....	35
ARTICLE XII VACATIONS.....		35
Section 1.	Vacation Allowance and Eligibility.....	35
Section 2.	Probationary Period for New Employees	36
Section 3.	Vacation Pay	36
Section 4.	Use of Vacation Leave.....	36
Section 5.	Approval of Scheduling.....	37
Section 6.	Termination.....	37
ARTICLE XIII SICK AND EXTENDED ILLNESS LEAVE		38

Section 1.	Purpose and Allowance	38
Section 2.	Accumulation of Sick Leave	38
Section 3.	Reporting of Sick Leave Usage	39
Section 4.	Medical Certification	40
Section 5.	Abuse of Sick Leave	40
Section 6.	Use by Probationary Employees.....	40
Section 7.	Scheduling Medical and Dental Appointments During Work Hours	40
Section 8.	Payment of Unused Sick Leave Upon Retirement	41
Section 9.	Use of Sick Leave for Care of Immediate Family	41
ARTICLE XIV LEAVES OF ABSENCE.....		42
Section 1.	Death in Family Leave.....	42
Section 2.	Military Leave	43
Section 3.	Jury Duty Leave.....	43
Section 4.	Family Medical Leave Act	43
Section 5.	Leave of Absence Without Pay	43
Section 6.	Benefits	44
Section 7.	Non-Employment Elsewhere.....	45
ARTICLE XV SALARIES/PAY PRACTICES		45
Section 1.	Wages	45
Section 2.	Placement on Step System.....	45
Section 3.	Movement Through Step System	45
Section 4.	Merit Award.....	46
ARTICLE XVI INSURANCE AND DISABILITY BENEFITS.....		46
Section 1.	Medical and Life Insurance Plan	46
Section 2.	Cost Containment	47
Section 3.	Terms of Policies to Govern	47
Section 4.	Right to Maintain Coverage While on Unpaid Leave or on Layoff	47
Section 5.	Employee Health Insurance Committee	47
Section 6.	IRC Section 125 Plan.....	48
Section 7.	IMRF Disability	48
ARTICLE XVII EMPLOYEE TRAINING AND EDUCATION		48
Section 1.	Attendance at Conferences	48
Section 2.	Tuition Reimbursement	49
Section 3.	CDL License	49
ARTICLE XVIII SAFETY.....		49
Section 1.	Compliance With Laws	49
Section 2.	Unsafe Conditions	50

ARTICLE XIX UNIFORMS.....	50
Section 1. Uniforms and Protective Clothing	50
Section 2. Work Boots	51
Section 3. Mechanic Tool Allowance.....	51
Section 4. Washer & Dryer.....	51
ARTICLE XX MISCELLANEOUS	52
Section 1. Gender of Words.....	52
Section 2. Ratification and Amendment.....	52
Section 3. Physical/Psychological Examinations	52
Section 4. Drug and Alcohol Testing	52
Section 5. Telephone Usage	52
Section 6. Use of Work Facilities	53
Section 7. Electronic Time Cards	53
Section 8. Ready To Work.....	54
Section 9. Subcontracting	54
Section 10. Personnel Policies.....	54
Section 11. Employee Discipline.....	55
Section 12. Right to Representation	55
Section 13. Outside Employment	55
Section 14. Personnel Records	56
ARTICLE XXI NON-DISCRIMINATION	56
Section 1. Prohibition Against Discrimination.....	56
Section 2. Union Activity	56
ARTICLE XXII SAVINGS CLAUSE	57
ARTICLE XXIII ENTIRE AGREEMENT.....	57
ARTICLE XXIV DURATION AND TERM OF AGREEMENT	58
Section 1. Termination in 2016	58
APPENDIX A WAGES	59
APPENDIX B DRUG AND ALCOHOL POLICY	60
APPENDIX C GRIEVANCE FORM	74
SIDE LETTER OF AGREEMENT	75
SIDE LETTER OF AGREEMENT.....	77
SIDE LETTER OF AGREEMENT.....	78

PREAMBLE

THIS AGREEMENT entered into by the Village of LaGrange (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"), has as its purpose the promotion of harmonious relations between the Employer and the Union; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

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. Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

INCLUDED: All regular full-time employees in the following classifications: Crew Leader, Forester, Mechanic, and General Utility Worker.

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

Section 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 petition, 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 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 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, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform 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. 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.

Section 3. 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.

ARTICLE III

UNION RIGHTS

Section 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 2. Union Bulletin Boards. The Village shall provide the Union with a bulletin board for posting of official Union announcements and other items of Union business provided that such postings are nonpolitical and non-inflammatory in nature. The space shall be for the sole and exclusive use of the Union. A copy of all postings shall be provided to the office

of the Director of Public Works at the time of its posting on the bulletin board. The Union will limit the posting of Union notices to said bulletin board. Notices posted in violation of this section may be removed by the Village.

Section 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.

Nothing herein is intended to permit the Union to hold general Union meetings or contract ratification votes on Village premises.

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

Section 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. The Union must, however, 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 interrogated or who is scheduled for a pre-deprivation 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 interrogation or pre-deprivation meeting scheduled during the steward's regularly scheduled working hours, shall be released from work without loss of regular straight time pay.

No employee attending a grievance meeting or 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. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Village. All other time spent on Union activities shall be considered non-work time, except as otherwise provided within this contract.

Section 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 COMMITTEE

At the request of either party, the Union and the Village or their designees shall meet quarterly, or more often if so agreed, to discuss matters of mutual concern that do not involve negotiations or grievances. The date, time and place for Labor Management Committee

meetings shall be mutually agreed upon by the Union and the Village. Committee 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 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. If such a meeting is then 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 Committee 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 Committee is intended to improve communications and shall be advisory only.

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.

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 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 2. Normal Work Day. The current normal work day for most 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. Other normal work days currently include activities such as street sweeping and sidewalk cleaning (4:00 a.m. to 12:30 p.m., with a half hour unpaid meal period); downtown maintenance/cleaning (7:00 a.m. to 3:30 p.m., with a half hour unpaid meal period); grass cutting and flower watering (5:00 a.m. to 1:30 p.m., with a half hour unpaid meal period); hydrant flushing, painting (11 p.m. to 7:30 a.m., with a half hour unpaid meal period). 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, be permitted to skip their unpaid meal period and leave one half hour early.

The work day normally will include, when practical, one paid 15 minute break. 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 3. Changes to Work Schedule and Work Day. (a) Should it be necessary in the Village's judgment to temporarily establish a schedule departing from the normal work days, normal work weeks or the normal work cycles, or to temporarily change the regular work schedule of an employee or employees, the Village will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.

(b) If the Village desires to permanently alter employee work schedules, work weeks, work cycles, or work days from the normal work days, normal work weeks or the normal work cycles currently in place, the Village shall where practicable, (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) offer to discuss the changes and effects of such changes with the Union. To the extent, however, the Village desires permanent changes to normal work days, normal work weeks or the normal work cycles that involve more than 20% of the budgeted positions within the bargaining unit, the Village shall (1) inform the Union of any such proposed changes no less than thirty (30) days prior to the tentative implementation date and (2) offer to bargain the changes and effects of such changes with the Union. The Village shall have the right to implement the changes upon the conclusion of the thirty (30) day notice period pending the outcome of negotiations.

(c) Schedule adjustments for winter snowplowing/salting shall be handled in accordance with Section 8 herein.

(d) Notwithstanding the above, in non-winter snowplowing/salting situations, where an off-duty employee is first contacted without any advance notice and called to report immediately back to work after completing his scheduled shift in order to perform necessary Village operations, the assignment will not be considered a schedule change but instead will be treated as a call-back in accordance with Section 6 below.

Section 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 any twenty-four (24) hour period (beginning with the start of a scheduled shift) or forty (40) hours in the employee's regular seven (7) day work cycle (Saturday through Friday) to the extent required by the Federal Fair Labor Standards Act. As long as the Village pays overtime for hours over eight in a day, or forty hours in a week, the hours paid at overtime need not be the last hours worked. (For example, to the extent the Village pays overtime for the first four hours worked in a day, if the employee then works eight hours those hours will be at straight time). The overtime after eight hours in a day provision shall not apply to scheduled hours worked in the case of a permanent or temporary schedule change that has scheduled hours of work overlap in the same twenty-four (24) hour period. Call backs will be treated per Section 6. Compensatory time, vacation leave, safety incentive days, 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 Monday through Friday shall be compensated at twice his regular straight-time hourly rate of pay for all hours worked on a Sunday.

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.

Section 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 accrue more than a maximum of eighty (80) hours of compensatory time off (which is equal to 53.33 hours worked at time and one half). 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. Call-back Pay. A “call-back” is defined as an official assignment of work where an off-duty employee is called back to work after completing his scheduled shift in order to perform necessary Village operations. Call-back overtime does not include being held over beyond the end of the employee’s scheduled shift, or temporary or permanent changes to the work schedule and work day such as for winter snowplowing/salting. In non-winter snowplowing/salting situations, however, call-backs will be utilized instead of schedule changes where an off-duty employee is first contacted without any advance notice and called immediately back to work after completing his scheduled shift in order to perform necessary Village operations.

An employee who is called back to work and who reports to work after having left work shall be paid at the applicable overtime rate of pay for all hours worked until the start of his scheduled shift, with a minimum of two (2) hours work at the applicable overtime rate of pay. The two hour call in pay shall begin upon the later of the employee’s return to the workplace or the start time designated in the call-out. An employee will not receive multiple two hour call

back minimums if additional call backs are made before the employee has been released from the original call back. This section shall not be applicable to scheduled overtime. Where an employee has worked a call-back the night/morning before a scheduled shift, the Village will have the employee work a sufficient number of hours (call back and/or shift) to at least equal the number of hours he was scheduled to work that oncoming shift provided the employee is capable of continuing to work. For example, an employee scheduled to work at 7:00 a.m. who is called into work at 3:00 a.m. for four hours will work at least four hours of his regular shift. If the employee is then sent home (or he requests to and is permitted to go home), he will be paid for four hours of overtime for the call-back and four hours of straight time. If the Village has the employee work his full scheduled shift, the employee will be paid four hours overtime for the call-back, and eight hours of straight time pay.

Nothing herein shall otherwise limit the Village's rights pursuant to Section 1 of this Article and Article V regarding hours of work outside of a call back situation the night/morning before a scheduled shift as provided for herein.

Employees who request and are permitted by the Village to leave work early as a result of a call-back shall be paid for their actual time worked at the applicable rates. In the event an employee is sent home early from his scheduled shift as a result of his having been called back to work, the employee will be permitted to take any accrued vacation, compensatory or personal time to complete his scheduled shift provided it does not result in additional overtime.

Section 7. Overtime Distribution. Overtime is a necessary part of each employee's position. The Village shall have the right to require overtime work and employees will not refuse overtime assignments. Employees are expected to perform overtime (including

mandatory call-outs) and to promptly answer Village calls and pages (as soon as possible) seeking overtime work.

The Village will endeavor to equalize overtime call-out opportunities among employees who share the same general duties whom the Village considers qualified to perform the work, and first seek volunteers for such opportunities, where practicable, beginning with employees deemed qualified for the assignment who have been offered the least amount of overtime opportunities. The Village shall establish a rotating overtime list for such call-out opportunities, based initially on seniority, which shall be reset each May 1. The Village will offer such overtime opportunities to the employees with the least amount of overtime opportunities who are qualified and available to perform the assignment. Any employee who accepts the opportunity, refuses the opportunity, is mandated to work the opportunity, or who fails to respond promptly to the call shall be considered for equalization purposes to have been offered an overtime opportunity. No employee shall be charged more than once for the same overtime opportunity. If an insufficient number of volunteers respond to a overtime call-out opportunity the Village decides needs to be performed by bargaining unit employees, it shall assign the overtime to the available qualified employees with the least amount of overtime call-out opportunities accepted/mandated.

For scheduled overtime opportunities, the Village shall have the option of posting a sign-up list for employees to volunteer for the work in lieu of calling volunteers directly. In such case, the notice shall indicate the assignment and when the list is going to be taken down, and the Village shall then, at the close of the posting period, provide the opportunity to the employee(s) with the least amount of overtime opportunities who are qualified and available to perform the assignment. In the event an insufficient number of volunteers sign up for the scheduled overtime

opportunity the Village decides needs to be performed by bargaining unit employees, it shall assign the overtime to the available qualified employees with the least amount of overtime call-out opportunities accepted/mandated.

For purposes of offering overtime opportunities and mandating overtime, absent an emergency or a shortage of employees to perform the work, an employee will be considered “unavailable” and thus will not even be contacted under the following circumstances: (i) the employee missed his last day of scheduled work due to an illness or injury (in a weekend scenario, an employee off sick/injured on the last day before his scheduled off days will be considered available on his off days); (ii) the employee is in the midst of FMLA leave; (iii) the employee is in the midst of a scheduled vacation period (unless the employee notifies the Department otherwise prior to his leave); (iv) the employee is in the midst of any other non-illness/injury related leave of absence; or (v) any light duty restrictions limiting the employee’s availability. Given that the parties recognize that there may be certain legitimate, pressing circumstances why an otherwise available employee may need to decline mandatory overtime, the Village shall have the discretion to bypass an otherwise available qualified employee with the least amount of overtime call-out opportunities accepted/mandated where the Village believes it is warranted.

The Village will not necessarily equalize overtime opportunities or seek volunteers for work in progress (where the employees performing the work at the time normally will be required to complete it). In addition, certain employees may receive greater overtime opportunities or be required to work based upon the Village’s determination of qualifications such as specific skills, certifications, ability and experience they may possess. Moreover, for overtime assignments the Village believes needs to be addressed immediately (including but not

limited to emergencies and icy bridges), the Village reserves the right to assign overtime from among those qualified employees who live within five (5) miles of the public works building (although employees called-out will be charged an overtime opportunity for each such assignment). If an employee demonstrates that he has not been offered his fair share of overtime call-out opportunities in accordance with this section, he shall be given first preference for overtime call-out opportunities for which he is eligible in the future until the imbalance is corrected.

Employees shall check their Village assigned pagers/cell phones weekly to insure that they are operating properly, and shall keep the Village informed of their home and cell phone numbers. Employees who, without legitimate justification, fail to promptly answer calls/pages from the Village seeking their interest in working overtime may be subject to discipline, up to and including discharge.

Section 8. Winter Snowplowing/Salting. The Village reserves the right to schedule employees for snowplow/salting as it sees fit 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, as noted in Section 7, has the right to require overtime work and employees who are not otherwise “unavailable” as defined in Section 7 above 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). The winter season generally shall be defined as the week in which December 1st falls through the week in which March 31st falls.

To the extent the Village employs a two team approach (Red Team/Blue Team) to combat winter storm situations, the Village shall rotate, on a weekly basis beginning at 7:00 am

each Monday, which team will be assigned to the non-day shift in the event of a storm. In the event the Village is in the midst of two shift operations at the time of the switch, the switch for that week will occur upon the conclusion of the two shift operations. Any delay in the switch of teams from the day to non-day shifts shall have no bearing on the following Monday's scheduled shift change with the following exception: if the non-day shift actively worked more than 7 consecutive non-day shifts, the Director of Public Works or his designee may alter the team rotation schedule dependent on the welfare of the employees.

Where the Village moves to twelve (12) hour shifts, when implemented they shall run from 11:00 am to 11:00 pm, and 11:00 pm to 11:00 am. When employees are placed on a twelve hour non-day shift for snow and ice-related activities, any employee sent home early to facilitate the move to the twelve (12) hour non-day shift shall be paid for the remainder of the shift he had been scheduled to work that day. In recognition that twelve hour non-day winter storm shifts cannot be planned or scheduled, are not normal schedules, and employees do not receive on-call pay, for the time employees are placed on twelve-hour non-day shifts for snow and ice-related activities, they shall be paid an additional ten percent (10%) per hour for hours actually worked between 11:00 p.m. and 7:00 a.m.

In returning to one shift operations, if employees who were working the non-day shift at the time two shift operations ended have yet to complete eight hours they will be permitted to complete eight hours of the shift before being sent home to report to work the following calendar day. In the alternative, the employee will be permitted to take any accrued vacation, compensatory or personal time to complete eight hours.

To minimize the risk of employees being overextended in terms of hours worked, during the winter season the team designated to be assigned to the non-day shift in a week also will be

the first called out for winter call-outs initiated between 4:00 p.m. and 7:00 a.m. during the week and weekend call-outs that are not anticipated to result in a move to two shifts. Call outs within the team will be handled in accordance with Section 7 above, with the exception that: (i) overtime call-out opportunities will be equalized within each team; (ii) for callouts where the Village seeks volunteers first, it need not solicit day team members before mandating overtime; and (iii) if overtime is mandated generally it will be mandated among the available qualified employees on the non-day shift team first before mandating employees from the day shift team. Further, the Village reserves the right to not call out designated team employees who were already held over or called out during the applicable period where employees on the other team have yet to be called out, reserves the right to utilize employees already working or scheduled to work to handle work rather than call out additional employees, and to send designated team employees home and have the other employees take their place where it believes conditions warrant.

An employee may find a qualified alternate from the other team to temporarily switch teams for one or more days, provided that he/she gives adequate advance notice to the Director or his designee during regular work hours and the Director approves of the switch. In such circumstances, the alternate shall assume the overtime opportunities offered to the employee for whom he is covering (and vice versa), and any overtime opportunity he is offered while serving as an alternate similarly will be charged to the employee for whom he is covering (and vice versa). The Village reserves the right to adjust teams temporarily or permanently as determined by the Director.

Section 9. Water Plant Weekend Assignments/On-Call. In the event that the Village desires it, each weekend, one employee shall be assigned to handle any necessary weekend water

plant operations, and to be on-call for any water plant call-outs during that weekend (from Friday after the regular shift until the beginning of the Monday shift). The Village shall rotate this assignment weekly among those (currently) six (6) employees who, prior to the execution of this Agreement, had regularly been assigned weekend water plant responsibilities.

Section 10. 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

GRIEVANCE PROCEDURE

Section 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 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 request that the grievance be submitted 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, the Union shall first strike three (3) names and the Village shall then strike three (3) names, and 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 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 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 C 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 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 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 VIII

NO STRIKE-NO LOCKOUT

Section 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, 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, refusal to cross a picket line (the only exception is in the event of abnormally dangerous conditions as defined at law), 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 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 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 IX

SENIORITY AND PROBATIONARY PERIOD

Section 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 2. 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.

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 3. 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 twelve (12) 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 or without 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. For all other discipline during this probationary period, the employee shall enjoy the same rights as non-probationary employees.

Section 4. Seniority List. On or before November 30 of each year, the Village will post on the Union 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 5. 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 or is retired;
- 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 X

LAYOFF AND RECALL

Section 1. Layoffs. The Village, in its discretion, shall determine whether layoffs are necessary. After temporary and probationary employees who perform work customarily performed by the bargaining unit employees and part-time employees in crew leader (including mechanic and forester) and GUW positions are either laid off or terminated, employees covered by this Agreement will be laid off by inverse seniority in the affected classification, provided the remaining employees can perform the remaining work. An employee who is subject to being laid off pursuant to the procedure set forth above may bump the least senior employee in an equal or lower classification provided the bumping employee is then qualified to perform the duties of the equal or lower rated classification. For purposes of this Article only, the classification of crew leader and general utility worker shall be considered one classification for layoff purposes. Any employee who wishes to bump another employee must notify the Village of the bump within three (3) working days of being notified of his impending layoff. An employee who exercises the right to bump shall be paid the rate and benefits of the position to which he bumped. In the event employees are on layoff the Village agrees not to employ more than seven (7) seasonal employees only from May through September, and only two (2)

seasonals from November through January, provided the seasonals do not operate snow removal machinery (other than handheld snow blowers).

The Union and the initial affected employee(s) shall be notified in writing at least twenty-one (21) calendar days in advance of the effective date of such layoffs. The Village agrees to consult with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 2. Recall of Employees. Employees who are laid off or bumped to a lower classification pursuant to the above paragraph shall be placed on a recall list for two (2) years following the date of layoff. If there is a recall in the job classification from which the employee was laid off/bumped or a lower classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff/bump, provided they are presently qualified to perform the work in the classification to which they are recalled without further training. The Village shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who had been laid off from the same or lower graded classifications who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

Section 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 9.5(f) 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.

Section 4. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to lay off an employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the Village by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage pursuant to COBRA. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE XI

HOLIDAYS AND PERSONAL DAY

Section 1. Holidays. The following holidays for eligible full-time employees are observed under this Agreement:

New Year's Day	January 1
Presidents' Day	3rd Monday of February
Good Friday	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25

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 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 3. Holiday Pay. Employees who satisfy the eligibility requirements of Section 2 shall be given the holiday off with pay or, if they are required to work on the holiday, a regular day's pay (eight (8) hours of pay at straight-time rates) as holiday pay plus pay at time and one half for all hours actually worked on the actual holiday.

Section 4. Administrative Holidays. In addition to the above-mentioned holidays, in the event the Village, in its discretion, grants to non-unionized Village employees in any given year as an administrative holiday the day after Thanksgiving, Christmas Eve or New Years Eve, bargaining unit employees shall be granted the same as administrative holidays for that year, and will be compensated at their hourly rate for pay for that day according to the number of hours scheduled in the regular work day (up to eight) which has been declared administrative. In the event half days are given Christmas Eve and New Years' Eve, the Department may combine the half days into a whole day and schedule employees off accordingly on those administrative holidays.

Section 5. Floating Holidays. In addition to the official Village holidays listed above, all regular full-time employees of the Village will receive two floating holidays in a fiscal year at their regular hourly rate of pay according to the number of hours scheduled in a regular work day. Two floating holidays will be credited to all regular full-time employees on May 1, or date of hire for new employees hired between May 1 and October 31 during their first year of employment. All new employees hired between November 1 and April 30 are not eligible for a Floating Holiday until the following fiscal year (May 1). Floating Holidays must be used by the employee in the fiscal year in which they were earned; as such, employees are encouraged to

schedule and utilize them prior to utilizing vacation. An employee's use of his floating holiday shall be subject to scheduling and approval by the Director of Public Works or his designee. If a floating holiday is scheduled and approved, however, and then cancelled by the Village, and there is insufficient available time within the fiscal year to reschedule it through no fault of the employee, then the floating holiday will be carried over thirty days into the following fiscal year, subject to recommendation by the Director and approval by the Village Manager. There shall be no additional carry over, however, beyond thirty days.

Section 6. Safety Incentive Day. Employees shall be eligible for safety incentive days under the same terms and conditions that existed prior to the execution of this Agreement.

ARTICLE XII

VACATIONS

Section 1. Vacation Allowance and Eligibility. Except as provided for in Section 14.6, regular full-time employees who are eligible shall accumulate vacation leave in the following manner:

- A. Starting at the commencement of employment through the completion of the fifth (5th) year of employment, employees shall accrue Vacation Leave at a rate of .83 days per months (10 8-hour days per year).

Employees who begin work on or before the fifteen (15th) day of each month shall earn Vacation Leave for the entire month. Employees who begin work after the fifteenth day of each month will not accrue vacation time for that month.

- B. Starting at the commencement of the sixth (6th) year through the completion of the twelfth (12th) year of employment, employees shall accumulate Vacation Leave at a rate of 1.25 days per month (15 8-hour days per year).

- C. Starting at the commencement of the thirteenth (13th) year through the completion of the nineteenth (19th) year of employment, employees shall earn Vacation Leave at a rate of 1.66 days per month (20 8-hour days per year).
- D. Starting at the commencement of the twentieth (20th) year of employment and thereafter, employees shall earn Vacation Leave at a rate of 2.08 days per month (25 8-hour days per year).

Section 2. Probationary Period for New Employees. Probationary employees begin accruing Vacation Leave upon their first day of employment, although they cannot take it until the completion of their probationary period. Exceptions to this restriction will be considered on a case by case basis based on a recommendation from the Department Head, with final approval by the Village Manager or his designee.

Section 3. 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 4. Use of Vacation Leave. An employee's use of his accrued vacation leave shall be subject to the needs of the Village, planned Departmental activities, and approval by the Director of Public Works or his designee.

- A. Holidays which occur during an employee's Vacation shall be charged as holidays and not against the employee's accrued Vacation Leave balance.
- B. Any illness or injury which occurs during an employee's Vacation Leave will remain as time off chargeable to Vacation Leave and not an event chargeable to accrued Sick Leave. The Village Manager or his designee may, under special circumstances, such as an injury or illness sustained during an extended vacation

(more than ten [10] days), allow the remaining time off to be chargeable to accrued sick leave.

- C. Vacation leave must be taken in increments of not less than four (4) hours, and cannot split an employee's work day.
- D. All regular full-time employees may accumulate Vacation Leave up to a maximum of two hundred hours (twenty-five (25) eight (8) hour days), as of April 30 in any given fiscal year.
- E. Vacation shall be scheduled on a first come first served basis, however, should more than one employee request the same time off without the Department already having approved of one of those requests, seniority shall prevail.

Section 5. 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 Director of Public Works, although the Village shall not unreasonably cancel vacations or unreasonably limit days for which employees may schedule vacation.

Section 6. Termination. An employee who resigns, with or without notice, or is discharged, will receive all accumulated Vacation Leave, up to the maximum accrual amounts specified in Section 4(D) above, 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 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 as provided for in Section 9. Sick leave may not be converted into any other form of compensation, except as provided for in Section 8.

Section 2. Accumulation of Sick Leave. All regular full-time employees shall accumulate Sick Leave at the rate of eight (8) hours for each full month of employment. Sick leave cannot be taken before it is actually earned.

Sick Leave may be accumulated to a maximum of seventeen hundred and twenty eight hours (two hundred sixteen eight (8)-hour work days). The Village will record the accrual of Sick Leave beyond the respective maximum accrual amounts. While employees cannot use this accrued leave for purposes of illnesses or injuries, or payment upon retirement, it can be used by IMRF-eligible employees as additional service credits pursuant to IMRF regulations.

If an employee's illness or disability exceeds the amount of accrued Sick Leave, the employee may use accrued Vacation Leave; Compensatory Time; Floating Holiday; Safety Day; Family and Medical Leave, if eligible, or be placed on a Leave of Absence without Pay. Under no circumstances shall Sick Leave be advanced to an employee or donated between employees.

Employees who begin work on or before the fifteenth (15th) day of each month shall earn Sick Leave for the entire month. Employees who begin work after the fifteenth (15th) day of each month will not accrue Sick Leave for that month.

Sick Leave shall not be accumulated during any period an employee is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law. However, there shall be no such limitation on the accumulation of Sick Leave due to work related injuries or illnesses compensable under Workers' Compensation. . In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than two-hundred-sixteen (216) calendar days.

Section 3. Reporting of Sick Leave Usage. Notice of absence due to illness or disability shall be given by the employee to the immediate non-bargaining unit Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible, but not less than one half hour before the scheduled start time. The Public Works Director shall have the authority to establish department rules governing how notification of an absence prior to the starting time of the work day on the day of the absence is to be given. During any period of illness or disability, an employee shall contact his immediate Supervisor on a daily basis, unless the employee is directed otherwise by his Department Head, notifying the Supervisor of the condition of the employee. Failure to report on a daily basis or as otherwise directed by the Department Head may result in loss of pay and discipline, up to and including discharge.

To the extent permitted by law, an employee who has reported sick is expected to remain at his residence during the time he would otherwise have been working, unless hospitalized, visiting a doctor, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during the time he is granted the use of accrued Sick Leave.

Sick leave shall be used in two (2) hour increments. Time off taken as Sick Leave, which is attributable to an employee's serious health condition, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described herein.

Section 4. Medical Certification. When an employee uses accumulated Sick Leave, the Village may require a certificate from a physician to:

- A. Attest to the illness or disability; and/or
- B. Attest that the employee is fit to return to duty.

When an employee is on Sick Leave, the Village retains the right to require an employee to see a physician or other medical professional of the Village's choice, at the Village's expense.

Section 5. Abuse of Sick Leave. Abuse of sick leave is a serious matter. Sick leave abuse is the use of sick leave when it is not required to care for illness or injury. Sick leave abuse, including feigned illness and carrying out personal chores unrelated to sickness or engaging in outside employment while on sick leave, are grounds for discipline up to and including discharge. The Union shall join the Village in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

Section 6. Use by Probationary Employees. A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment. Promotional probationary employees may use accrued Sick Leave during their probationary period.

Section 7. Scheduling Medical and Dental Appointments During Work Hours. Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated Sick Leave, or other forms of accumulated leave, may be used subject to the operating needs of the Department and prior supervisory approval.

Section 8. Payment of Unused Sick Leave Upon Retirement. All regular full-time employees shall be paid for one half (1/2) of their unused accumulated Sick Leave, up to the maximum accrual for their position, when they retire from the service of the Village at their regular hourly rate of pay upon retirement. For purposes of this Section, retirement shall include regular full-time employees completing a minimum of eight (8) years of consecutive service with the Village and who are at last fifty-five (55) years of age. An employee "retiring" in lieu of being discharged shall not be eligible for this benefit.

Section 9. Use of Sick Leave for Care of Immediate Family. Regular full-time employees may use accrued Sick Leave in the event of a serious illness or disability involving a member of their immediate family. For purposes of this Section, the immediate family shall be defined as an employee's son or daughter, spouse, parent, parents-in-law, grandparents or grandchildren. Leave may be granted provided one or more of the following circumstances exist:

- A. It is necessary or required that the employee provide health care to that immediate family member.
- B. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.
- C. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or disability and shall be considered on a case-by-case basis by the Public Works Director or his designee. Verification that Sick Leave was used for its intended purpose within this Section for any absence, regardless

of term, must be furnished by the employee if requested by the Public Works Director. Failure to provide verification shall be grounds for Leave of Absence Without Pay and disciplinary action, up to and including discharge.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to forty (40) hours each fiscal year.

Time off taken as Sick Leave, which is attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described herein.

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Death in Family Leave. In the event of a death in the family, an employee shall be eligible for paid Death in Family Leave, upon advance notice to the Public Works Director, in accordance with the following schedule:

- A. Up to three (3) consecutive regular work days (not to be unreasonably denied) if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to five (5) consecutive regular work days (not to be unreasonably denied) for a death or place of funeral which occurs over 250 miles from La Grange, IL.

Absence may be extended at the sole discretion of the Public Works Director or his designee and the Village Manager or his designee. The additional leave days will be deducted from the employee's other accrued leave time as designated by the employee or Leave of Absence Without Pay. The family shall be defined as the employee's spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse.

In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or Leave of Absence Without Pay, subject to the approval of the Public Works Director.

Section 2. Military Leave. Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

Section 3. Jury Duty Leave. Employees must submit a copy of their Jury Duty notice to the Public Works Director immediately upon receipt and shall be granted a Leave of Absence for required Jury Duty.

Employees shall forfeit Jury Duty pay to the Finance Department and then shall receive their regular salary for the period of Jury Duty. Employees may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system.

Section 4. Family Medical Leave Act. The parties agree to the terms set forth in the Family Medical Leave Act policy as stated in the Village's Personnel Policy Manual as it may be changed from time to time. The Employer agrees to comply with the Family Medical Leave Act of 1993 ("FMLA") and the rules and regulations issued in conjunction therewith.

Section 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 costs of the insurance premiums during the term of leave. It shall be the employee's responsibility to contact the Finance Department 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.

- A. 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.
- B. 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
- C. 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.
- D. 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 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 7. Non-Employment Elsewhere. A leave of absence under any provision of this Article or the Sick Leave Article will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self employment) without prior approval from the Village while on any leave of absence provided in this Article or the Sick Leave Article may be immediately terminated by the Village. This section shall not apply to vacation, floating holidays, paid holiday time off, or compensatory time off.

ARTICLE XV

SALARIES/PAY PRACTICES

Section 1. Wages.

Effective May 1, 2013, the step system schedule shall be adjusted by 2.25% as noted in Appendix "A".

Effective May 1, 2014, the step system schedule shall be adjusted by 2%. Effective May 1, 2015, the step system schedule shall be adjusted by 2%.

Section 2. Placement on Step System. New hires normally shall begin work at the starting rate for their job classification. However, the Village reserves the discretion to place a new hire at a higher step should it so choose provided the new hire is not placed at a step any higher than the lowest paid employee in that classification.

Employees who are promoted to a new position shall be moved into the starting regular hourly rate of pay for the new position or the first pay step in the new classification which higher than the employee's current rate of pay, whichever is greater.

Section 3. Movement Through Step System. Employees shall become eligible for step movement along the step system schedule on their anniversary date of employment in their

classification provided they have satisfactory performance. The performance of all employees shall be evaluated once each year. Probationary employees also shall receive a six month review. Any employee who has yet to reach the top pay step of the base wage schedule and who receives an unsatisfactory rating shall not receive his next scheduled step increase and shall be delayed in his advancement along the step system by that one year. An employee denied step advancement has the right to grieve (and the Union the right to take that grievance to arbitration) in accordance with the grievance procedure to determine whether the Village acted unreasonably, arbitrarily, capriciously or discriminatorily in denying advancement.

Section 4. Merit Award. Employees who are at the top pay step as of April 30 of any given year who have satisfactory performance shall be eligible for a lump sum bonus equal to 2.5% of their base pay, payable in November. Any employee denied a merit award has the right to grieve (and the Union the right to take that grievance to arbitration) in accordance with the grievance procedure to determine whether the Village acted unreasonably, arbitrarily, capriciously or discriminatorily in denying the lump sum bonus.

ARTICLE XVI

INSURANCE AND DISABILITY BENEFITS

Section 1. Medical and Life Insurance Plan. During the term of this Agreement, the Village shall continue to make available to nonretired, full-time employees and their eligible dependents the same medical and life insurance plan(s) as provided for regular, non-exempt full-time unrepresented Village employees. The Village reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, non-exempt full-time unrepresented Village employees.

During the term of this contract the employee will contribute toward the payment of medical and life insurance premiums at the same rate as regular, non-exempt full-time unrepresented Village employees. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

Section 2. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff. Unless otherwise prohibited by law, an employee who is on an approved unpaid leave of absence (other than a disciplinary suspension) 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 dependent coverage.

Section 5. Employee Health Insurance Committee. A member of the bargaining unit shall be appointed to the Employee Health Insurance Committee. In the event that a bargaining unit member in this capacity declines to act as representative, the Public Works Director or his/her designee may appoint another representative from the Department. Through

representation on this committee, the Union will be notified and consulted before changing insurance carriers, benefit levels, or instituting new programs.

Section 6. IRC Section 125 Plan. The Village shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented Village non-exempt employees. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 7. IMRF Disability. IMRF provides disability benefits to eligible employees. Employees covered by IMRF who seek disability benefits should file an application with IMRF.

ARTICLE XVII

EMPLOYEE TRAINING AND EDUCATION

Section 1. Attendance at Conferences. When an employee is required by the Village to attend a conference, seminar, technical meeting and/or training program, then the employee shall be paid by the Village his or her applicable hourly rate of pay for:

- (a) actual time spent at such meetings;
- (b) travel time for training or courses outside the Chicago Metropolitan Area (Seven County Region):
 - (1) As a driver
 - (2) As a passenger if the trip is all in one day
 - (3) As a passenger if trip is overnight for travel during normal work hours;
- (c) For training or courses within the Chicago Metropolitan Area, travel time between the Public Works garage and the training or courses, to the extent, if any, the employee is required to report to the garage before and/or after attending the training or courses.

Any other time spent outside the classroom, such as study time, group discussions, etc., is solely at the employee's personal discretion and will not be considered hours worked unless approved in advance in writing.

When an employee is required to use his/her own automobile, the employee will be reimbursed at the IRS mileage rate for any miles beyond those of the employee's round trip commute from home to the Village. Employees may be reimbursed for meals and necessary overnight stays to the extent permitted by the Village's reimbursement policy applicable to unrepresented employees, as that may change from time to time.

This Section does not apply to courses which an employee elects to take under the Tuition Reimbursement Section of this Agreement.

Section 2. Tuition Reimbursement. During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Public Works Director or his designee.

Section 3. CDL License. Upon submission of the proper receipts, the Village shall reimburse all bargaining unit employees required to maintain a commercial drivers license the cost of said license including renewals and any endorsements the Village requires the employee to obtain and maintain as a condition of employment.

ARTICLE XVIII

SAFETY

Section 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 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.

ARTICLE XIX

UNIFORMS

Section 1. Uniforms and Protective Clothing. The Village will continue to provide employees certain uniform items rented through a vendor selected by the Village, as the same may be changed from time to time by the Village. The Village also shall provide coveralls, which the Village will replace when the Village determines that the employee's coverall is worn and in need of replacement because of ordinary wear and tear, or has been damaged beyond repair through causes other than negligence of the employee.

The Village shall continue to make the following items of protective clothing and safety gear available to employees on an as needed basis: rain coats and pants, rubber water boots, specialty gloves (welding, rubber, etc.), safety helmets and liners, non-prescription safety glasses, ear protection and respirators. In the event the Village determines additional protective clothing and/or safety gear is needed beyond items needed as of the date of this Agreement, the Village will make such items available on an as needed basis.

All employees shall be expected to wear such work uniforms or protective clothing as may be designated from time to time 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.

Section 2. Work Boots. Each employee covered by this Agreement shall be reimbursed, upon production of the appropriate receipts and proof that the boots are steel toed or ANSI rated, up to \$150 per fiscal year towards the purchase of safety shoes of a type designated by the Village (e.g., steel toed or ANSI rated). All employees are required to wear work boots of a type designated by the Village while working.

Section 3. Mechanic Tool Allowance. The Village will reimburse those employees in the job classification of Mechanic up to \$500 per fiscal year, upon the presentation of appropriate receipts, for the purchase/repair of tools they do not already possess which are needed by them to repair/maintain Village vehicles and equipment. For each replacement tool requested, the Mechanic shall present the tool to be replaced and justification for replacement to the Director of Public Works or his / her designee for an assessment of the condition of the tool. Tools that are paid for and / or replaced by the Village can only be used to perform Village work. The Village also shall provide insurance to cover the replacement of the mechanic's tools to the extent they are stolen from Village premises or damaged by fire, but only for those tools which the mechanic has photographed and inventoried for the Village's insurance carrier. Inventories are to occur annually. The terms of the insurance policy will control recovery. Nothing herein is intended to interfere with the Village's right to change carriers, plans or to self-insure.

Section 4. Washer & Dryer. The washer/dryer in the public works garage is to be utilized only to clean and/or dry non-uniform items that have become soiled during the workday. The washer/dryer is not to be used to clean personal laundry that was not used for work related

purposes. Employees must utilize the washer/dryer in a manner that does not interfere with his work assignments.

ARTICLE XX

MISCELLANEOUS

Section 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 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 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 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 5. Telephone Usage. Employees may not engage in the use of their cellular telephone or Village telephones during working hours for personal purposes, absent emergency or permission of a supervisor. Except as set forth herein, Employees may only speak on their cellular telephones or other Village telephones for personal purposes during their break time or before or after work hours.

Section 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 or replacing or fixing the equipment if it is damaged or broken while in his care.

Outside of grievances over the Village's compliance with this section, the Union agrees to indemnify, defend and hold 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 the Village's agreement to this Section.

Section 7. Electronic Time Cards. The official record of employee work time shall be the electronic record from the time clocks. If an employee inadvertently fails to clock in or out at any required period, the employee shall notify his immediate non-

bargaining unit supervisor at the earliest practical time. Upon good cause shown for the employee's failure to clock in or out, the supervisor shall log the proper time in the employee's time records. Each employee must swipe his own electronic time card.

Section 8. 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 9. 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. The impact and effects negotiations shall not delay the layoff itself, however.

Section 10. Personnel Policies. Employees shall be governed by the Village'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 11. 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 12. 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 13. Outside Employment. Employees should consider their position with the Village as their primary employment. Employees engaged in outside work or employment are to advise the Village of such employment and 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 14. 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.

ARTICLE XXI

NON-DISCRIMINATION

Section 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. 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 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 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, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Employer and the Union, for the duration of this Agreement, each 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, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours, or terms and conditions of employment. In so agreeing, 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.

ARTICLE XXIV

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2016. 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 30th day of April, 2016. 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 23 day of JUNE, 2014.

VILLAGE OF LA GRANGE

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150,
PUBLIC SECTOR DEPARTMENT

By [Signature]

By [Signature]

By _____

By Deanna M. Distanco

By _____

By _____

APPENDIX A

WAGES

		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
FY 13-14 G UW		20.80	21.43	22.07	22.73	23.41	24.12	24.84	25.58	26.35	27.14	27.96	28.80	29.66
Crw Ldr		24.81	25.56	26.33	27.12	27.93	28.77	29.63	30.52	31.43	32.38	33.35	34.35	35.38
FY 14-15 G UW		21.22	21.86	22.51	23.19	23.88	24.60	25.34	26.10	26.88	27.69	28.52	29.37	30.25
Crw Ldr		25.31	26.07	26.85	27.66	28.49	29.34	30.22	31.13	32.06	33.03	34.02	35.04	36.09
FY 15-16 G UW		21.64	22.29	22.96	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86
Crw Ldr		25.82	26.59	27.39	28.21	29.06	29.93	30.83	31.75	32.70	33.69	34.70	35.74	36.81

DPW Union Contract
Local 150
5/2013 - 4/2016

APPENDIX B

DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty or performing a safety-sensitive function.
3. Have a prohibited breath alcohol concentration or be under the influence of alcohol while on duty or performing a safety-sensitive function.
4. Have used alcohol during the four (4) hours before going on duty or performing a safety-sensitive function.
5. Use alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to cooperate with or submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not:

1. Use any 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 safety.
2. Be in possession of any unauthorized controlled substance.
3. Report for duty while under the influence of or impaired from any prescribed therapeutic drug or controlled substance.
4. Buy, sell, manufacture or dispense any controlled substance on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to perform the duties of his duties safely.

2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to his supervisor.

II. CATEGORIES OF TESTING

A. Pre-Employment

1. Applicants must pass a drug test before beginning employment. New drivers and applicants must authorize prior employer(s) to disclose positive test results and refusals to cooperate.

B. Post-Accident Testing

1. Conducted when a bargaining unit employee is involved in an accident on duty or on Village property, 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.
 - c. The employee caused or contributed to the accident that damages a vehicle, machinery or equipment or results in an injury requiring first aid.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing will be conducted within two (2) hours of the accident. An employee must notify his supervisor immediately after any accident.
 - b. If testing is not administered within two (2) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.
3. Post-Accident Drug Testing
 - a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. An employee must notify his supervisor immediately after any accident.

- b. If testing is not administered within thirty-two (32) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.

C. Random Testing

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

1. Period of Testing
 - a. Employees are subject to unannounced random drug testing during all periods on duty, including call-outs and overtime, 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 Village will not require employees to come in for a call-out assignment for the sole purpose of random testing.
2. Frequency
 - a. The Village will conduct random drug testing on at least fifty percent (50%) of the unit employees in each calendar year. The minimum annual percentage rate in each year will be determined by the rate set by the Department of Transportation (hereinafter "DOT") Regulations.
 - b. The Village will conduct random alcohol testing on at least twenty-five percent (25%) of the bargaining unit employees in each calendar year. The minimum annual percentage rate shall be determined by the DOT Regulations.
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 has an equal chance of being selected.
 - b. Should disputes arise regarding the random selection process, the Personnel Officer or other person responsible for administering the drug and alcohol policy for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

D. Reasonable Suspicion Testing

Conducted when a trained supervisor reasonably suspects an employee is under the influence of or impaired by alcohol, drugs, or a combination of alcohol and drugs, or is otherwise in violation of the foregoing prohibitions according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on observable phenomena, such as direct observation of use or contemporaneous observations concerning the appearance, behavior, speech or body odors of the employee; or
2. Information provided by an identifiable, reliable source that is independently corroborated.
3. The supervisor(s) will provide the employee with notice setting forth the facts forming the basis for any drug or alcohol test within seventy-two hours (72) hours.
4. When testing is ordered, the employee must be removed from duty pending the test results.

E. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty until he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02. The cost of any return to duty test shall be borne by the employee.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty until he takes a return to duty urine drug test with a verified negative result for controlled substances use. The cost of any return to duty test shall be borne by the employee.

F. Follow-Up Testing

1. If returned, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after he returns to duty and may be tested for up to five (5) years, as determined by the SAP.

THESE TESTS ARE ALL MANDATORY

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, the employee will have to provide a urine specimen at a Village designated facility. The employee shall be driven or sent directly to the collection site, at the Village's discretion.
- b. Upon arrival, the employee shall verify his identity and will be provided with a DOT Custody and Control form that the employee must sign.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him.
- d. An employee shall be afforded a private area to provide a urine specimen, except as provided in f. below. 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, 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. The bottles shall be sealed and labeled by the collection person and initialed by the employee. The employee must also complete his portion of the DOT Custody and Control form.
- 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, prior specimens have been abnormal (e.g., the specimen was inconsistent with the oral body temperature, the employee was unable to provide a sufficient specimen or other occurrences of a like nature) or the employee has previously failed a test, an observed specimen may be collected.
- g. The Village may require an employee to submit to a blood test, in lieu of a urine test, if the employee is unable to submit to the requisite urine test.

2. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician designated by the Village as the person responsible for receiving laboratory results generated by the Village's drug testing program.

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 lab will check the specimen to see if it has been altered, diluted or adulterated. If the specimen appears normal, the lab will run a test on it.
 - c. 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.
 - d. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
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 Village.
 - b. Positive Test Results
 - 1) Test results shall be sent to the MRO. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Village 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. Employees must cooperate with the MRO. If not, the Village will be contacted and the employee may be removed from duty.
 - (i) 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.
 - (ii) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee. The employee 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. 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.

- (iii) The MRO shall inform the Village of the positive test result. The employee will be removed from duty pending the result of any 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 will give written notice to the primary specimen laboratory to forward the split sample to a second federally certified laboratory.

- b. 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 Village.
- 2) Upon receiving the results of the positive test, the Village shall promptly notify the employee.

- c. Split Specimen Test Cost/Use

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. If an employee is unable to provide a urine sample of forty-five milliliters the specimen will be discarded, the employee 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 legitimate.
 - 1) The employee shall be removed from duty until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was legitimate, the employee will be deemed to have refused to test.
 - 3) If the inability to provide an adequate sample was legitimate, the Village will pay for the cost of the medical examination.

B. Alcohol Testing Procedures

1. Screening Test

- a. If an employee is subject to alcohol testing, he will be sent or driven to a Village designated facility, at the Village's discretion. The employee must verify his identity and complete the DOT Breath Testing form.
- b. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- c. 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.
- d. Testing Site
 - 1) Testing shall be conducted in a private setting.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

- 4) The employee will be required to exhale until the BAT tells the employee to stop.
- 5) Once testing is complete, the BAT shall show the results to the employee.

e. Screening Test

- 1) If the result of the screening test is less than 0.02 percent (or such lower concentration as required by law) 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 more than 0.02 percent (or such lower concentration as required by law) 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. During the waiting period the employee must not put anything into his mouth or belch.
- b. If the result of the confirmation test is 0.02 percent (or such lower concentration as required by law) alcohol concentration or greater, the Village will be notified.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Village will direct the employee to see a licensed physician.
- b. The employee will be removed from duty until he is evaluated.
- 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 and the Village will pay for the cost of the medical examination.

- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- 4. The Village may require an employee to submit to a blood test in lieu of a breath test, if the employee is unable to submit to the requisite breath test.

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 between 0.02 and 0.04 or such lower concentration as may be required by law, shall be removed from duty without pay for at least twenty-four (24) hours or the start of the next shift (whichever is later). The employee will also be required to have a retest below 0.02 before being returned to work. In addition, the employee will not be paid for the period of time he was removed from duty, and also shall be subject to discipline for just cause.

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 such lower concentration as may be required by law, or who otherwise violates the alcohol rules set forth above, shall be immediately removed from duty, advised of resources for excessive alcohol problems, referred to the SAP and suspended without pay pending discipline for just cause. In addition, the employee will not be paid for the period of time he was removed from duty.*
- 2. If, for some reason, the employee is not discharged and is returned to duty, he will not be allowed to do so until he:
 - a. Is evaluated by the Substance Abuse Professional (SAP); and
 - b. Complies with and satisfactorily completes any treatment program recommended by the SAP and approved by the Village; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02 (or such lower concentration as may be required by law) and negative for controlled substances.

- C. If the FHA rules and / or DOT regulations are adjusted to a maximum breath alcohol concentration result of less than 0.02 / 0.04, the lower alcohol concentration results will immediately go into effect at the time of the law change.

D. Confirmed Positive Urine Drug Test

3. An employee who tests positive for any controlled substance, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty, advised of resources for evaluating drug problems, referred to the SAP and suspended without pay pending discipline for just cause. In addition, the employee will not be paid for the period of time he was removed from duty.*
4. If, for some reason, the employee is not discharged and is returned to duty, he will not be allowed to do so until he:
 - a. Is evaluated by the Substance Abuse Professional (SAP); and
 - b. Complies with and satisfactorily completes any treatment program recommended by the SAP and approved by the Village; and
 - c. Completes the return to duty testing requirements set forth above with a negative result.

E. Refusal to Cooperate or Test

Any employee who fails to cooperate or 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 and discharged.

F. Discipline

Any discipline imposed on a non-probationary employee pursuant to this Drug and Alcohol Policy will be subject to the Discipline and Grievance and Arbitration provisions of the Labor Agreement.

G. Applicants

Applicants who fail or refuse to cooperate in a pre-employment test will not be hired.

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under confidentiality. Supervisors 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 alcohol and/or drug test results, including any records related to conducted tests. The employee's access to the records shall be contingent upon payment for the records.

B. Conditions Under Which the Employer Will Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies or courts with jurisdiction.
3. To a subsequent employer pursuant to written consent of the former employee.
4. In a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result, violation of other Village rules or employee initiated action.

* If requested, the employee will execute documents necessary to authorize the deduction of pay.

VI. EMPLOYEE ASSISTANCE

A. Voluntary Referral

1. Before Testing/Misconduct
 - a. An employee who voluntarily refers himself to a drug or alcohol treatment program before being ordered to submit to a random, reasonable suspicion or post-accident drug or alcohol test, and before engaging in the conduct that formed the basis of the reasonable suspicion or post-accident test, shall not be subject to discipline (for a positive test result). The foregoing shall only be applicable the first time an employee requests assistance and does not insulate the employee from discipline for violation of other Village rules, performance or attendance standards, failure to fulfill obligations, conditions, or testing under the treatment program or future violations of Village rules.
 - b. Any bargaining unit employee who has voluntarily referred himself for treatment shall be subject to the same conditions, including the testing procedures, as an employee who has tested positive for drug and alcohol use.
 - c. The employee shall be returned to regular work duties only on satisfactorily completing treatment as determined by the Village, the recommendation of an SAP acceptable to the Village and successful completion of a return to duty medical exam satisfactory to the Village.

B. Confidentiality of Referral

All EAP referrals shall be kept confidential between the Village, employee and treating agency.

C. Rehabilitative Leave of Absence

While undergoing treatment, the employee shall be relieved of duty and may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

If an employee has exhausted all paid leave, the employee may request an unpaid leave of absence for the period necessary to complete treatment of the employee's drug and/or alcohol problem.

D. Cost of Program

The cost of said program, to the extent such treatment is not covered by the employee's health insurance, shall be borne by the employee.

VII. DEFINITIONS:

"Alcohol" means any low-weight alcohol such as ethyl, methyl or isopropyl alcohol. (The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.)

"BAT" means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device ("EBT").

"Controlled Substance or Drug" shall mean any controlled substance listed in (720 ILCS 550/1 et seq. and 720 ILCS 570/100 et seq.), known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term "drugs" and/or "controlled substance" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination.

A partial listing of drugs covered by this Policy are:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

"Medical Review Officer (MRO)" means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Village's drug and

alcohol testing policy who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional (SAP)” is a substance abuse professional who, if you test positive, will decide whether you need help with a drug or alcohol problem, whether you have properly followed any program prescribed for you and can return to duty, and when you have to take follow-up tests. The SAP can also help you with drug-alcohol problems.

APPENDIX C
GRIEVANCE FORM

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.

Faxed 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:

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:

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

SIDE LETTER OF AGREEMENT

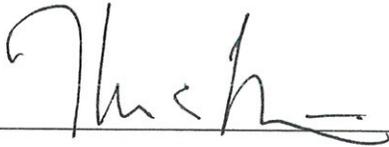
An off-duty employee who responds to substantive calls from a supervisor or an on-duty employee who has been given supervisory approval to place such a call shall be paid for the time spent on such calls that calendar day, with a minimum pay of fifteen minutes at the applicable overtime rate for all calls made in the day. For example, an employee who receives one substantive ten minute call in one calendar day shall be paid fifteen minutes at the applicable overtime rate. An employee who receives three substantive ten minute calls in one calendar day shall be paid thirty minutes at the applicable overtime rate. The off-duty employee receiving such substantive calls is required to complete a time sheet listing the calls, the time received, the length, and their nature. Any employee who makes a substantive call to an off-duty employee without prior approval of his supervisor (absent an emergency), or who falsifies the nature or length of the calls, shall be subject to discipline.

For purposes of this side letter, a “substantive call” is one in which the employee is providing substantive, material work-related information regarding how to solve or troubleshoot a work problem or perform a certain work function. Calls to determine where certain items are located (keys, tools, reports, safety equipment, etc.), to determine an employee’s availability for work or describe a work assignment (be it a call-back, overtime, snow situation or otherwise), to locate or ascertain the status of fellow employees, to verify or confirm what the employee or his co-workers did during their work shifts, or to confirm what tasks the employee(s) on duty need to perform are examples of what is not considered to be substantive. As a general rule, a call lasting five minutes or less generally is not considered to be substantive.

Should the phone call result in the employee being called-back to work, the call-back shall nonetheless begin upon the later of the employee's return to the workplace or the start time designated for the call-out as provided for in the call-back pay section of the contract.

VILLAGE OF LA GRANGE

IUOE LOCAL 150

By 

By Deanna M. Distasio

SIDE LETTER OF AGREEMENT

During the 2013 negotiations the Union expressed a concern that at some future point the Village might utilize contractors for snow removal purposes even though bargaining unit employees are ready and available to perform the work and the Village has the necessary equipment and time to permit them to perform the work without unduly interfering with Village operations. The Union acknowledges that this issue has yet to arise; it has no concerns that during snow season bargaining unit employees and contractors often work at the same time, and that bargaining unit employees need sufficient rest in order to perform functions in a safe and efficient manner. While the Village fully reserves its rights under the collective bargaining agreement with regard to subcontracting, it acknowledges it is on notice of the Union's concerns, and realizes that should this become an issue that the Union will seek significant limitations of the Village's rights in the next agreement. The Village further agrees that in the event the Union has concerns about the use of contractors during snowplow season the parties will discuss the issue at a labor-management meeting.

VILLAGE OF LA GRANGE

By 

IUOE LOCAL 150

By Deanna M. Distasio

SIDE LETTER OF AGREEMENT

The Village agrees that for the life of this Agreement the lunch period shall be no longer than 1/2 hour. Moreover, during the course of negotiations, the Union expressed concerns that the Village would temporarily place employees on schedules outside of those set forth in Article VI, Section 2 (Normal Work Day) for more than two weeks at a time to deprive them of the Section 2 schedules. The Village has no intention of utilizing temporary schedules outside of those set forth in Article VI, Section 2 or Section 8 (winter snow plowing / Salting) for more than two weeks at a time to deprive employees of Section 2 schedules without utilizing the permanent schedule change procedures set forth in Article VI, Section 3 (b).

VILLAGE OF LA GRANGE

by 

IUOE LOCAL 150

by Deanna M. Distasio