COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 150, PUBLIC EMPLOYEES DIVISION

AND

VILLAGE OF DOWNERS GROVE

May 1, 2018 – April 30, 2021

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PREAMBLE/AGREEMENT

Preamble

This Agreement is entered into by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION (hereinafter referred to as the "Village", or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #150, PUBLIC EMPLOYEES DIVISION (hereinafter referred to as the "Union"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and conditions of employment applicable to bargaining unit employees while encouraging and promoting quality and continuance of public service and preventing unnecessary interruptions of work.

AGREEMENT

This Agreement has been made and entered into, by and between the Village and the Union by their duly authorized representatives on behalf of certain civilian employees described in Article I, Section 1.1 hereof. In consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually covenant and agree, as follows:

ARTICLE 1

RECOGNITION

Section 1.1: Recognition

The employer hereby recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit as certified by the Illinois Labor Relations Board in Case No. S-RC-07-001. Included: All employees of The Village of Downers Grove in the classification of Materials Coordinator, Maintenance Worker I, Maintenance Worker II, Water Production Specialist, Public Works Technician I, Public Works Technician II, Public Works Technician-Water AMR, Public Service Specialist, Assistant Village Forester, Fleet Maintenance Technician, Building Maintenance Worker I, Building Maintenance Worker II, Building Maintenance Technician I, Building Maintenance Technician II, Lead Fleet Maintenance Technician, as amended and certified by the Illinois Labor Relations Board on January 31, 2012.

Excluded: All Village employees employed in titles other than those specifically listed above, as well as all managerial, supervisory, confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 1.2: New Classifications

The Village may establish, modify or eliminate job classifications and the requirements of those classifications provided that the Village shall not do so and/or replace it with a new classification performing the same work as the existing classification for the purpose of lowering wage rates for the same work or reducing regular hours worked of bargaining unit employees. In the event the Village establishes any new classification pertaining to work of a nature performed by employees within the bargaining unit as established in Section 1, it shall provide the Union with at least fifteen (15) calendar days notice prior to the time the new classification will be implemented, together with notice of the proposed salary rate. If the new classification is a successor to a classification included in the bargaining unit, or, if the new classification will perform a significant amount of work currently being performed by a classification in the bargaining unit, the parties shall file an appropriate petition with the Illinois Labor Relations Board. The Union may notify the Village within seven (7) calendar days of a desire to meet for the purposes of negotiating the proposed salary rate for the new classification. If the parties are unable to agree on a salary rate, the Village may temporarily assign a proposed rate while the Union disputes the issue of the proposed wage rate only, pursuant to the Grievance Procedure set forth in this Agreement.

ARTICLE 2

UNION RIGHTS

Section 2.1: Union Activity During Working Hours

The Union shall not engage in Union Activities on Village time or its property which will interfere with employees' assignments or duties. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and/or grievances, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Village's working schedule, or employee's job duties. Normally, only one Union agent shall be on the premises at any one time, in which case, the Union agent shall provide advance notice to the Public Works Director or the employee's immediate supervisor when planning to be on site. If more than one agent is planning to be on site to engage in an activity not listed above, the Union shall provide three (3) days advance written notice to the Village Manager or the Director of Human Resources when planning to be on site, unless mutually agreed otherwise.

Section 2.2: Time Off For Union Activities

Union Stewards, as provided for in Section 2.4 of this Agreement, shall be allowed time off without pay (Unpaid Leave) for legitimate Union business, such as Union meetings and State or International conventions, provided such steward gives reasonable prior notice to his/her supervisor of such absence; and, shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee shall utilize any earned, but unused, time off (Holiday, Personal, Vacation Days, etc.) prior to the employee taking unpaid leave. Requests for utilization of earned, but unused, time off and unpaid leave shall be handled under the same procedures and provisions of this Agreement that apply to such leave requests in all other situations.

Section 2.3: Bulletin Boards

The Employer shall designate space for the Union on a bulletin board located in an employee gathering area at each of the following Village facilities: Public Works facility; Village Hall; Fleet Services facility. The Union agrees that postings shall be of a non-political, non-discriminatory and non-inflammatory nature and shall be limited to notices and other Union-related informational material. The designated space shall not be used to criticize the Village or any of its employees or officials. All materials posted by the Union shall be dated and signed by a Union Steward or other Union Official. A copy of all postings shall be provided as a courtesy to the Director of Public Works at least twenty-four (24) hours prior to being posted, unless less time is agreed to by both parties.

Section 2.4: Union Representatives

The Union shall notify the Employer within seven (7) days of their selection by providing the Village Manager with a list of the names and job titles of the selection of its representatives within the bargaining unit ("Stewards"), which shall not exceed four (4). The Union shall indicate in its written notification to the Village which representative shall serve as Chief Steward, if applicable. Any changes, modifications, additions or deletions to this information must be reported by the Union immediately in writing to the Village Manager.

ARTICLE 3

BARGAINING RIGHTS

Section 3.1: Union Rights

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Village policy matters directly affecting wages, hours and terms and conditions of employment.

Section 3.2: Management Rights

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1) To determine the organization and operations of its various Departments;

2) To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;

3) To set standards of performance for its various Departments;

4) To direct the employees, including the right to assign work and overtime;
5) To hire, examine, classify, select, promote, train, transfer, assign and schedule employees;

6) To increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other property reasons;

7) To establish work schedules and to determine the starting and quitting time and the number of hours worked;

8) To establish, modify, combine or abolish job positions and classifications;

9) To contract out work, so long as Union members are not laid off;

10) To add, delete or alter methods of operation, equipment or facilities;

11) To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods and services are to be made, provided or purchased;

12) To suspend, demote, discharge or take other disciplinary action against employees for just cause (discharge of probationary employees without cause);

13) To add, delete or alter policies, procedures, rule and regulations; and

14) To execute the mission of the Village of Downers Grove.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE 4

UNION DUES/FAIR SHARE CHECKOFF

Section 4.1: Dues Deduction

While this Agreement is in effect, the Village will deduct Union membership dues from the bi-weekly paycheck of those employees who are Union members and shall forward same to the Union, provided the employee has filed a voluntary, effective check off authorization on the form attached hereto as Appendix A. The Union is responsible for distributing the dues authorization form to the bargaining unit members (including new employees), securing signed forms, and forwarding such forms to the Village. Such dues authorization may be

revoked by the employee in the manner prescribed on the dues deduction card executed between the employee and Union.

The Union shall certify in writing the exact amount of Union dues deductions for each individual member of the bargaining unit by providing the Village with a list of the names of each member and the exact amount of dues owed by that member. This formula shall be uniform for each employee in order to ease the employer burden in administering this provision. The Union may change the amount of the regular monthly fees twice each year during the life of this Agreement. The Union will give the Village thirty (30) days written notice of any such change in the amount of dues to be deducted; and, will provide in writing the exact amount of dues deductions that the Village shall make for each individual member of the bargaining unit by providing the Village with a list of the names of each member and the exact amount of dues owed by that member.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of that employee's dues, assessments or fees. The Union further agrees to refund to the employees any amount paid to the Union in error.

Section 4.2: Fair Share

Upon the Village's receipt of appropriate authorization and consent from employees who are not members of the union but desire to make fair share payments to the Union, the Village will deduct from the pay of those employees their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union, until a time which the employee revokes such authorization and/or consent in the manner prescribed on the authorization form. Fair deductions shall be made by the Village from each covered employee's regular bi-weekly paycheck and shall be remitted to the Union.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 5.1: Regular Hours

This Article is intended to define work per day or per week during the term of this Agreement and shall not be construed as a guarantee of work per week.

Section 5.2: Normal Workday and Workweek

The workday for all full-time bargaining unit employees is eight and one-half (8 ½) hours, including a thirty (30) minute unpaid meal period. The normal workday and workweek shall be as follows:

1) Maintenance Worker I and II, Materials Coordinator, Building Maintenance Technician I and II, Public Works Technician-AMR, Water Production Specialist, Assistant Village Forester, Lead Fleet Maintenance Technician, Fleet Technician, CAD Technician: 7:00AM to 3:30 PM, MONDAY THROUGH FRIDAY.

2) Public Works Technician: 7:00 AM to 3:30 PM or 7:30 AM to 4:00 PM, MONDAY THROUGH FRIDAY.

3) Building Maintenance Worker I and II: 4:00 PM to Midnight (inclusive of a paid thirty (30) minute meal period), MONDAY THROUGH FRIDAY. Part-time hours shall be 6:00PM to 10:00 PM.

4) Public Service Specialist: 5:30 AM to 2:00 PM or 2:00 PM to 10:30 p.m., MONDAY THROUGH FRIDAY. Part-time hours shall be 7:00 AM to 3:30 PM or 3:30 PM to Midnight, SATURDAY AND SUNDAY.

5) Shop Assistant: Part-time hours shall be 8:00 AM to Noon, MONDAY THROUGH FRIDAY.

The Director or his/her designee reserves the right to temporarily alter work hours based on the following:

a. The Village shall first solicit volunteers to work the altered hours.

b. If an insufficient number of employees volunteer then the Village may require employees to work the altered hours based on reverse seniority within a classification.

c. The Village may not alter work hours in an effort to avoid overtime compensation.

d. The Village shall provide as much advance notice as possible.

e. In the event of a declared emergency or in preparation for said emergency, as determined by the Village Manager or Mayor, the work schedule shall default to teams and procedures as set forth in section 5.9 Winter Operations.

The Village shall not implement any daily schedule of over ten (10) hours without first (a) providing adequate notice to the Union, and (b) negotiating with the Union in good faith regarding said proposed change.

Section 5.3: Rest/Lunch Periods

Bargaining unit employees shall be granted a fifteen (15) minute paid break during the first half of each work shift, a one-half(1/2) hour unpaid (unless otherwise agreed upon) lunch during the midpoint of each day, and a fifteen (15) minute paid break during the second half of each work shift. Employees may combine their break and lunch periods, subject to approval of their supervisor. In the event the employee is unable to take his/her lunch, the Village shall pay the employee, at the appropriate overtime rate, if applicable, for the time not taken; or, allow the employee to leave work early the commensurate amount of time with pay.

Section 5.4: Mandatory Rest Period

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. The only exception to this practice is in situations of emergency as determined by the Director or his/her designee. In these situations of emergency, an employee may be permitted to work beyond a sixteen (16) hour period as previously described if in the Supervisor's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employees who participate in snow removal operations shall be granted an additional bank of twenty-four (24) hours of snow recovery time at the beginning of each year, and shall be granted an additional sixteen (16) hours for non-snow removal emergencies (i.e. operations for storm damage, flooding, water main breaks or any other event deemed to be an emergency as determined by the Director). Snow recovery hours shall be used for the purpose of rest following a period of snow removal, and emergency operations recovery hours shall be used for the purpose of rest following a period of storm damage, flooding, or any other emergency as determined by the Director. Snow and emergency operations recovery hours may be used by employees in lieu of requiring employees to utilize sick time or vacation time and only in the event the employee began working on or before 3:00 a.m.. These hours may be taken in increments of four (4) hours, but may not be taken on consecutive days and do not roll over from one year to the next. Under no circumstance shall an employee be paid out for snow and emergency recovery hours not taken.

Section 5.5: Workday Return Home

If a work assignment begins before 3:00 a.m. and if the Village ends such work assignment during the employee's normal workday, the affected employee may then utilize accrued vacation or compensatory time to complete the remainder of the normally scheduled workday with compensation or may elect to go home for the remainder of the workday without compensation. The Village has the right to determine the end of the work day.

Section 5.6: Overtime Compensation

An employee working any hours on duty in addition to the regular hours as defined in this Article shall be compensated for those overtime hours at the rate of one and one-half (1 ½) his/her regular straight time hourly rate. All approved overtime shall be paid in fifteen (15) minute increments according to Fair Labor Standards Act Rounding Rules. For the purpose of calculating hours worked for purposes of overtime, hours worked shall include paid leave for holidays, vacation, sick leave and any other leave provisions for which an employee receives compensation as a Village employee. All overtime must be approved by the employee's direct supervisor.

Section 5.7: Unscheduled Overtime Distribution

The Director or his/her designee shall have the right to require overtime work and employees may not refuse overtime assignments. Public Works overtime shall be distributed in the following manner: The Director or his/her designee will initially offer overtime to bargaining unit employees in the shop (Tool Room, PSRT, Pavement & Drainage, Traffic, Water, Forestry & Grounds, Fleet, Engineering, AMR) that normally performs the work in question, by order of seniority. In the event there are not enough volunteers within that shop, the Director or designee shall offer the work to all other bargaining unit employees in Public Works by seniority. If an employee does not answer the phone, the supervisor will leave a voicemail message and may contact the next person in seniority and shall not be required to wait for the nonresponsive employee to call back. In the event that there are not enough volunteers to complete the overtime assignment, the Director or designee shall assign overtime on a reverse seniority basis; first from within the shop where the work originated and then from the remaining Public Works bargaining unit employees. An employee that does not answer the phone or return a call when being called in for overtime may be subject to discipline.

Notwithstanding any of the above, the Director or designee may deviate from these requirements in his/her discretion and select specific employees for overtime assignments based on specific skills, abilities and experience they may possess. A supervisor for non-Public Works employees shall assign overtime on a seniority basis. Any employee responding to an overtime assignment shall be at the assigned work place within one (1) hour of receiving the call.

In the event of a holdover overtime assignment, the overtime will first be offered to the crew that began the work assignment during the normal workday hours. If there are not enough employees to complete the holdover work assignment, then assignment of overtime shall default to the procedures set forth above.

The employment of non-bargaining unit personnel shall not work to deprive bargaining unit personnel of opportunities to work overtime. However, if no bargaining unit personnel are available, the employer may work other personnel without violating the Agreement. This Section shall be superseded by the procedures set forth in Section 5.9 (Winter Operations) for the time period stated therein for Winter Operations assignments.

Failure to comply with the provisions of this Section may result in disciplinary action, up to and including dismissal.

Section 5.8: Scheduled Overtime Distribution

The Director or his/her designee shall have the right to require overtime work. Such work assignments shall be distributed in the following manner: On the third Monday of each month, the Director or his/her designee shall provide to the bargaining unit a list of scheduled overtime assignments for the following month. The bargaining unit will ensure that a bargaining unit employee is assigned to each scheduled overtime assignment identified on the list. Prior to the close of business on the last full workday of the month, the bargaining unit shall return to the Director or his/her designee the completed list identifying each employee who will work each scheduled overtime assignment.

Section 5.9: Winter Operations

Section 5.9.1 Personnel

A. Employees: All bargaining unit employees including maintenance workers, engineering technicians and fleet technicians shall have a part in snow and ice removal. These personnel shall work all functions of snow and ice removal using all types of equipment, trucks and hand shovels.

B. Teams: The Public Works Director, or designee, shall assign teams during September and shall post the team sheet on the Public Works Bulletin board. Employees are assigned to either of two teams (Blue or Orange).

C. Team Shifts: As necessary during snow/ice events, the blue and orange teams shall be assigned to alternate twelve-hour shifts, one for days the other for nights. Shift changes shall occur at 7:00 p.m. and 7:00 a.m., and shall alternate every Monday as subsequently discussed in Section D (Team Rotation). If the Blue team is assigned the night shift for the Christmas holiday for a given year, the Blue team shall be slotted for the day shift the following year, and vice versa for the Orange team.

D. Team Rotation: Teams shall rotate on a weekly basis on Monday mornings at 7:00 a.m., unless snow and ice removal operations are already occurring at that time. If teams are in the midst of operations on Monday at 7:00 a.m., the shift change shall be delayed until there is a break in the work pattern to allow the switch. Any delay in the switch of teams from the day to night shifts shall have no bearing on the following Monday's scheduled shift change with the following exception: if the night shift actively worked more than 7 consecutive nights, the Director of Public Works may alter the team rotation schedule dependent on the welfare of the employees.

E. Fleet Services: Fleet technicians shall be assigned a weekly rotating schedule to accommodate night shifts should there be required repairs during snow and ice removal operations. Technicians will be called in concurrent with plowing operations, and at the Supervisor's discretion during salting operations. The fleet technician rotation schedule shall be posted on the Public Works Bulletin board.

F. Overtime Pay and Compensation: Overtime pay shall be paid in accordance with Section 5.6 of this Agreement. The standard practice during snow and ice removal operations has been to pay overtime for hours worked outside of the standard workday (standard workday typically is 7:00 a.m. to 3:30 p.m.) regardless of the number of regular straight hours worked. Additionally, when staff is called in where they have not been given pre-arranged instruction to come in to work, an additional hour of pay (call-out hour) shall be given to that employee. Because of the variable nature of weather and the rotation schedule of Public Works staff, it is quite possible that an employee may have more overtime hours than straight hours for a given pay period during the winter snow season.

G. Call-out Procedure: Supervisors shall call in crews as shown on the team schedule on a rotation of 12 hours on and 12 hours off. This shall be at the discretion of the Supervisors, depending on the anticipated strength and/or arrival time of the pending event. In the event a snow event requires less than a full team call-out it shall be made on a seniority basis from within the appropriate snow team.

H. Sending Home Early: Should a significant winter storm event be predicted with high probability to occur on a given workday prior to midnight (12:00 a.m.), the scheduled overnight snow team and assigned mechanics may be sent home at 11:00 a.m. or as close to that time as possible. This will allow an employee working the overnight shift to have an approximate 8-hour window in which to rest prior to working an overnight shift. Should the employees who were sent home not be called back in for service before midnight, they shall be paid for the hours of the workday missed to make an 8-hour day. The decision to send employees home early will be at the discretion of the on duty Supervisors subject to available weather forecasts.

When a snow work shift starts before midnight and the following day is a workday (Monday through Friday), and not a Village holiday, minimum payment for hours worked between midnight and 7 a.m. shall be five (5) overtime hours. This shall not apply to a work shift that starts after midnight. An employee may not use snow

recovery hours pursuant to 5.4 and receive a five (5) hour overtime payment pursuant to this section for the same event.

I. Response Time: All employees called in for snow related duties shall physically be at the Public Works Facility within 1 (one) hour of response to a call on the Village-issued cell phone or home phone (or cell phone if applicable). Any deviation from the one-hour response time shall be at the discretion of the on duty Supervisors, and may be subject to discipline.

J. Vacation and Time Off Requests: All employees shall adhere to the following guidelines for requests and granting of time off during the snow and ice removal season. Time off is considered the use of accrued vacation, floating holiday and compensatory time. Requests for time off during snow and ice removal season shall be granted at the discretion of the Assistant Director of Public Works – Operations or designee.

Beginning January 1, 2016, Snow and Ice Removal Season is defined as that period of time from November 15th t until March 21st of the following year. Though snow and ice removal activities may occur before and after these dates, historically the majority of storm events have occurred during this time period.

A maximum of two bargaining unit employees from each snow removal team, and one mechanic from fleet staff, may be granted time off on any given workday from December 1st through March 21st. A maximum of four bargaining unit employees from each snow removal team, and one mechanic from fleet staff, may be granted time off on any given workday from November 15th through December 1st. Employees granted time off according to these conditions will not have any obligation to the Village for snow and ice removal during that window of time granted off.

Any employee may be granted time off on a given day, in addition to employees granted time off according to the terms of Paragraph J, with the understanding that they shall be required to perform snow and ice removal functions should they be called upon by an on-duty Supervisor.

Individuals who request time off during the Christmas and New Year's holiday period, who were not granted time off during the holiday period the previous year, will be given preferential treatment whenever possible.

In order to insure all employees the opportunity to take time off from work during November 15th and March 21st, time off without obligation to snow and ice removal shall be limited to a maximum of seven consecutive calendar days during the snow and ice removal season. Additionally, no employee shall take more than one weekend off of snow removal during a single month. If the end of a month splits a weekend (Saturday in one month, Sunday beginning the next), the weekend will be counted in the month in which the Saturday falls.

Time off granted during the time period covered in this section will be posted once granted on the Public Works Calendar. Employees can request time off according to this section after September 15th of the given year. All requests shall be reviewed in the order with which they are received. Time off requests shall be requested by the employee in writing or electronically to Assistant Director of Public Works – Operations or his/her designee. Additionally, beginning in year 2016 up to two (2) public works employees may request advanced time off during November 15th through March 21st by submitting an electronic request to the Assistant Director of Public Works – Operations or designee after June 1st. Said requests will be considered on a first come first serve basis. The request will be granted or denied within fourteen (14) days.

Approved days will correspond to the shift schedule of the employee. If the shift begins at 7:00 p.m., the approved time slot will extend until the end of the shift at 7:00 a.m. the following day.

The Director of Public Works may allow exceptions to the number of employees granted time off or to the length of time allowed off at his/her discretion.

K. Discipline: Any violation of this Winter Operations Plan may result in discipline in accordance with Article 8 of this Agreement.

Section 5.9.2: Contract Plowing

If, in the Village's sole discretion, it is advantageous for the Village to use a snow removal contractor of a townhouse or condominium subdivision, the Village will consider contracting with the subdivision's service for snow removal in the right-of-way of that subdivision. In these subdivisions, contractual plowing occurs when snowfalls exceed 2 inches. Further, in its sole discretion, the Village shall have the right to contract out any snow removal operations it deems necessary, provided any such subcontracting will not result in a substantial loss of work for bargaining unit employees.

Section 5.10: Holdover Rate

Employees held over beyond their normal quitting time shall receive the appropriate overtime rate for actual hours worked.

Section 5.11: Call Back

A call back is defined as an official assignment of work, which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to the Village's premises, or their normally assigned work station, at a specified time, shall be compensated on the following basis:

1) Employees called back to work overtime and receiving such notice outside of their normal work schedule shall receive, in addition to the applicable overtime rate, one (1) additional hour's pay at the rate of one and one-half (1 ½) times their regular rate of pay as compensation for the inconvenience of unscheduled work outside the employee's normal working hours, and not as compensation for travel expense, with the exception of telecommuting response outlined below.

2) Telecommuting Call Back Response: Employees who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by electronic technologies including, but not limited to, SCADA, computer, facsimile machines and telephones (excluding employee to employee conversations) shall be compensated on the following basis:

    a) If the problem is resolved through telecommunicating methods a non-exempt employee shall be compensated for a minimum of one (1) hour at one and a half (1 ½) times the regular rate of pay.

    b) If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite Village station, then the compensation shall be based on the minimum as defined in this section. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of total hours worked. Travel time is not counted as hours worked.

Section 5.12: Compensatory Time

An employee who has accumulated, with the permission of the supervisor, forty (40) hours of work time prior to the end of the work week may take the remaining hours as compensatory time at the rate of one and one-half (1 ½) hours for each hour worked. In the case of compensatory time, the scheduling of time-off shall be determined by the supervisor taking into account the budget and workload of the department. Employees shall not be allowed to carry over accumulated compensatory time from one year to the next, unless approval in writing is granted by the Manager no later than January 1, annually. In no event may an employee carry more than one hundred (100) hours of compensatory time.

Annually, as part of the first pay period in January, all employees shall be paid out for all accumulated compensatory time.

Section 5.13: No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5. 14: Miscellaneous

The parties agree that the ordinary remedy for an instance where an employee is improperly passed for an overtime opportunity shall be that the affected employee be allowed to select and work a shift equal to the time of the missed overtime opportunity.

ARTICLE 6
SENIORITY

Section 6.1: Definition of Seniority

"Seniority" shall, for the purposes of this Agreement, be defined as an employee's length of continuous regular full-time or continuous regular part-time employment calculated from the employee's last date of hire. Employees hired on the same day shall be placed on the seniority list in alphabetical order in accordance with their last name.

Section 6.2: Seniority List

The employer shall prepare a list by January 1st of each year setting forth the present seniority dates for employees covered by this Agreement. Such list shall be provided to the Union Steward(s) or his/her designee and posted on the Union bulletin board. 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 fourteen (14) calendar days after the Union's receipt of the list.

Section 6.3: Termination of Seniority

An Employee shall be terminated by the Employer and his/her seniority broken when he/she:

1) Resigns;

2) Is discharged for just cause (no cause needed for employees who are discharged during their qualification period upon initial hiring);

3) Retires;

4) Is laid off and fails to report to work on the mutually agreed upon date after being recalled;

5) Is laid off pursuant to the provisions of the applicable agreement for a period in excess of one (1) year; or

6) Is absent for three (3) consecutive scheduled work days without proper notification or authorization except for exigent circumstances.

Section 6.4: Accrual of Seniority

Employees will not continue to accrue seniority while on an authorized unpaid leave of absence, but will not lose seniority accrued at the time the leave commences.

Section 6.5: Qualification Periods

Section 6.5.1: Qualification Period Upon Initial Hiring

An appointee to a full-time or part-time employment position, prior to being accepted into full employment status, shall successfully complete an initial qualification period of six (6) months. At the Village Manager's sole discretion, the qualification period upon initial hiring may be extended for an additional six (6) months, provided the employee is advised of the reason for such extension. During the qualification period upon initial hiring, no grievance may be filed by or on behalf of such employee regarding discharge or discipline, and said employee may be discharged with or without cause. An employee that has not successfully completed the qualification period upon initial hiring shall have no seniority until he/she has successfully completed the required qualification period upon initial hiring. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

Section 6.5.2: Qualification Period Upon Promotion or Transfer

Employees who change departments, or are promoted within the bargaining unit, shall be required to serve an additional three (3) month qualification period upon promotion or transfer. During the qualification period upon promotion or transfer, the Village retains the right, provided there is a position available, to demote or transfer such employee to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion or transfer, provided that the employee is fully qualified for the position or the Village may demote or transfer the employee to his/her former position. The Village will provide an employee who is demoted or transferred pursuant to this Section with a written statement as to the basis of the demotion or transfer. The demotion or transfer shall not be subject to the grievance procedure. It is specifically understood that such action by the Village may result in a layoff of a new employee if the Village has hired a new employee to fill the newly created vacancy.

ARTICLE 7

LAYOFF AND RECALL

Section 7.1: Layoff

A layoff is defined as a reduction in the work force resulting in an employee being placed on a recall list as defined in Section 7.2. The Village, in its discretion, shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off within a job classification, according to seniority within said classification. A laid off, full-time employee, if he/she is on full employment status with the Village, will be given an opportunity to bump the least senior bargaining unit employee of the lowest full-time job classification (Maintenance Worker I for Public Works Department Employees; and, Building Maintenance Worker I for Building Services Department Employees) and assume that classification and reduced pay grade. The bumped employee will then be considered laid off with no additional bumping rights. Notwithstanding the above, any full-time employee in the affected job classification who is still in their qualification period upon initial hiring shall be laid off first.

Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Union. The Village agrees to consult the Union and afford the Union an opportunity to propose alternatives to the layoff though such consultation shall not be used to delay the layoff.
The Village will not hire any person or assign other personnel to perform bargaining unit work while any bargaining unit employee is laid off.

Section 7.2: Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify in writing the Director of Public Works or his/her designee of his/her intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by mail, return receipt requested, to the mailing address last provided by the Employee, it being the obligation and responsibility of the Employee to provide the Director of Public Works or his/her designee with the latest mailing address. If an Employee fails to timely respond to a recall notice as provided hereunder, his/her name shall be removed from the recall list.

ARTICLE 8
DISCIPLINARY PROCEDURES

Section 8.1: Discipline and Discharge

Where appropriate, discipline in the Department shall be progressive and corrective, designed to improve behavior, not merely to punish. The Village may discipline only for just cause. Copies of the Village Personnel Manual shall be provided to the Union.

The employee may file a written reply to any oral reprimand discipline. If the Employer has a reason to reprimand an Employee, it should be done in a manner that will not embarrass the employee before other employees or the public.

Any employee found to be unjustly suspended or discharged should be reinstated with full compensation for all lost time; and, with full restoration of all other rights, benefits and conditions of employment without prejudice unless a remedy is agreed upon or otherwise deemed appropriate.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1: Grievance Defined

A grievance is defined as any meritorious difference, complaint or dispute, including disciplinary action of an employee, between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement. Business days shall be defined as Monday through Friday, excluding holidays as set forth in this Agreement.

Section 9.2: Processing of Grievance

Employees are encouraged to promptly discuss with their supervisor any work-related problem. It is the policy of the Village to endeavor to conduct personnel actions that are fair; and, to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. However, it is recognized that certain issues may not be resolved in this manner; and, therefore, a formal grievance procedure has been established.

Grievances, except at Step 1, shall be processed only by the Union on behalf of an employee; on behalf of a group of employees; or, itself, setting forth name(s) or group(s) of the employee(s). Either party may have the grievant, or one grievant representing a group of grievants, present at any step of the Grievance Procedure; and, the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Consent of the employee or group of employees shall be obtained by the Union prior to the filing of any grievance under this Article which involves the particular employee or group of employees. The Union and

Employer may mutually agree to extend time limitations set forth in this Article regarding processing of grievances. Such extensions must be in writing signed by both parties.

Section 9.3: Grievance Steps

Step 1: Immediate Supervisor

The employee, with or without a Union representative, or the Union, shall first attempt to orally resolve the dispute with the direct supervisor, and only after such attempt is made, upon its failure, may file a formal written grievance with his/her direct supervisor within ten (10) business days from the occurrence of the event giving rise to the grievance.

The supervisor shall be responsible for making inquiry into the facts and circumstances of the grievance and providing the employee with a written response within ten (10) business days after receipt of the grievance. A copy of this response is to be given to the Director of Human Resources and the grievant as identified within the grievance form.

Step 2: Director of Human Resources

If the grievance remains unsettled after the response in Step 1, the Union may advance the grievance in writing to the Director of Human Resources within ten (10) business days from the date of the written response to the Step 1 grievance.

The Director of Human Resources or his/her designee shall be responsible for making inquiry into the facts and circumstances of the appeal; and, providing the grievant, as identified in the grievance form, with a written response within ten (10) business days after receipt of the grievance.

Step 3: Village Manager

If the grievance is not settled at Step 2, and the Union desires to appeal, it shall be referred in writing to the Village Manager within ten (10) business days after receipt of the response to the Step 2 grievance. The Manager, or the Manager's designee, shall consider the information provided and may, at the Manager's sole discretion, conduct an informal meeting with the employee, the Director, a Union Steward and a representative of the Union; and, other involved individuals, as determined by the Manager. The Manager will render in writing his/her findings and decision within fifteen (15) business days after receiving the request for review and provide the grievant , as identified in the grievance form, with a copy. If the grievance is not settled in Step 3, and the Union or Village desires to appeal the grievance from Step 3, the Union and/or Village may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the response to the Step 3 grievance as provided to the Union in Step 3. If no such request for arbitration is made within the fifteen (15) business day period, such request shall be considered waived.

Section 9.4: Arbitration Procedure

If the grievance remains unsettled after the response in Step 3, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step 3 response. The parties shall request the Federal Mediation and Conciliation Service (or other mutually agreeable arbitration service) to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of both parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, or if such preliminary determination cannot reasonably be made, the Arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator, and the cost of the hearing room, shall be shared equally by both parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available, without charge, to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submittal date of briefs, whichever is later, unless more time is requested by the Arbitrator. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on, and directed to, the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement, but shall not change any of its terms or conditions.

Section 9.5: Grievance Forms And Content

The written grievance required under this Article shall be on a form which shall be provided by the Union, which form shall be approved by the Village. A copy of the grievance form is attached hereto as Appendix B. At every Step of the grievance process, the written grievance shall contain a statement of the facts involved in Grievant's complaint, the Section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. Typographical errors will not be grounds for denying a grievance.

Section 9.6: Settlements

Any grievance not appealed to the next succeeding Step in writing and within the appropriate number of work days of the Village's last answer will be considered settled on the basis of the Village's last answer and shall not be eligible for further appeal.

Section 9.7: Miscellaneous

Disciplinary grievances involving oral or written reprimands may be processed through the grievance procedure through and including Step 3 but shall not be subject to arbitration. Disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 10

PAID LEAVE

Section 10.1: Holidays

The following provisions shall govern paid holidays by the Village.

Section 10.2: Holidays – General

a. Full-time employees are eligible for the following paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Christmas Holiday

b. All paid holidays shall be on the basis of eight (8) hours at such employee's regular rate of pay.

c. In addition to the holidays listed in subsection (a) above, employees on full employment status as defined in the Village Personnel Manual are entitled to sixteen (16) hours of paid time off, which is referred to as floating holiday time. Provided, employees engaged in completing a qualification period for a full employment status position (excluding promotional and transfer employees) are not eligible to take annual floating holiday time until after six (6) months of continuous service. Actual use of the floating holiday time is subject to the scheduling approval of the employee's supervisor, and must be taken within the calendar year. Employees shall not be allowed to carry over the floating holiday time from one calendar year to the next.

d. Shift employees shall be provided with a bank of eighty (80) hours of holiday time during the first pay period of the fiscal year. Holiday time as provided herein shall be available for use at any time in the calendar year. Actual use of holiday time under this Section shall be subject to the scheduling approval of the shift employee's Director or his/her designee. In the event an employee commences or ceases working a shift position during a calendar year, such employee's holiday time shall be adjusted by deducting holiday time for any holiday listed in subsection (a) which precedes such commencement or follows such cessation. Appropriate credits and deductions shall be made for an employee who ceases working in a shift position during a calendar year.

e. Non-temporary part-time employees shall receive four (4) hours holiday compensation at such employee's regular rate of pay for the following paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Christmas Holiday

f. Except for departments normally scheduled to work on Saturdays or Sundays, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

g. When a holiday falls within an employee's vacation period, the employee shall be paid for the holiday and that day shall not be charged against the employee's vacation balance.

h. The floating Christmas holiday will be determined at the beginning of each calendar year by the Manager.

i. Employees, excluding shift employees, shall earn one and one-half times their regular rate of pay for every hour worked on a holiday, in addition to eight hours of holiday pay.

Section 10.3: Eligibility for Vacation

Except as noted below, only employees on full employment status, as defined in the Village Personnel Manual, are eligible for vacation time with pay. Employees completing the qualification period for a full employment status position may be eligible for vacation time with pay upon approval as provided in Section 10.3. A promotional or transfer appointee as defined in the Village Personnel Manual shall be eligible for vacation time with pay regardless of the qualification period.

Section 10.4: Vacation Accrual Schedule

Vacation shall be accrued each pay period based upon the following schedule:

Consecutive Employment	Accrual by Pay Period	Annualized Accrual
Beginning Employment	3.08 hours	80 hours
After four years	4.62 hours	120 hours
After ten years	5.54 hours	144 hours
After twelve years	5.85 hours	152 hours
After thirteen years	6.15 hours	160 hours
After twenty years	6.93 hours	180 hours

Section 10.5: Scheduling Vacation

Vacation periods for employees shall be scheduled in advance by the Director or his/her designee, taking into consideration the departmental work load and the needs and demands of the Village.

Section 10.6: Accumulation of Vacation Time – Limitation

Employees shall be allowed to carry over up to, but not more than, 160 hours of accumulated vacation from year to year, as time determined from the end of the first pay period of one year to the end of the first pay period of the following year. If an employee has accumulated more than 160 hours of vacation time and that employee makes a vacation request during the month of December and such request is denied, the excess vacation hours (not to exceed 16 hours) may be carried over to the next year.

Section 10.7: Accumulated Vacation at Separation

Accumulated vacation time shall be paid at the time an employee leaves Village employment. Provided, upon the death of an employee, such payment shall be made to the employee's designated life insurance beneficiary(ies); or, if none, to the estate.

Section 10.8: Sick Leave – Eligibility

Except as provided herein, only employees on full employment status as defined in the Village Personnel Manual are eligible for sick leave. Sick leave is a privilege, not a right, extended to full employment status employees. Employees engaged in completing the qualification period for a full employment status position may, upon approval of their Director or his/her designee, be granted sick leave privileges. A promotional or transfer appointee as defined in the Village Personnel Manual shall be eligible for sick leave privileges regardless of the

qualification period. Sick leave may not be used to obtain additional vacation time. Abuse of sick leave privileges is sufficient cause for discipline, up to and including, termination.

Section 10.9: Sick Leave – Accumulation

Sick leave is accumulated on the basis of eight (8) hours for each month of service.

Section 10.10: Sick Leave – Use

Sick leave is to be used for periods of personal illness or injury. In addition to personal illness or injury, sick leave may be granted, at the discretion of the Director, for the following reasons:

a. Medical or dental appointments for the employee or an immediate family member which cannot be scheduled outside of normal working hours;

b. Illness or injury of a member of the employee's immediate family, which necessitates the employee's absence from work. For purposes of this section, the term "immediate family" shall mean husband, wife, children, father or mother, stepparents, brother, sister or step-child.

Section 10.11: Sick Leave – Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to the immediate supervisor as far as possible in advance of the starting time for the scheduled work day. In any event, the supervisor should be advised no later than one hour before the starting time on the day of the absence, absent extenuating circumstances.

Section 10.12: Sick Leave – Doctor's Certificate Required

The Village may require a doctor's certificate from employees who are absent. Said certification is at the employee's expense and may be requested when an employee has been absent due to illness or injury for a period of three (3) or more days; has repeated illnesses of shorter periods; is absent due to illness or injury on the day of, before, or after a holiday; or in other circumstances as deemed appropriate by the Director.

Section 10.13: Sick Leave – Separation of Employment

a. For Village employees with ten (10) or more consecutive years of full-time employment with the Village, and who were hired before December 1, 1993, the Village will pay for accumulated sick leave up to a maximum of 960 hours, in the following cases:

    (i) When such person resigns or retires in good standing following two (2) weeks notice; or,

    (ii) when such person is subject to a non-disciplinary termination such as an economic layoff; or,

    (iii) Upon such person's death, provided such death did not arise out of any event which would be cause for a disciplinary termination.

b. In the case of an employee's death, such accumulated sick time will be paid to the employee's designated life insurance beneficiary(ies), or if none, to the estate.

c. At the employee's request, the dollar value of the sick day buy-back may be applied to payment of health insurance premiums upon separation, according to the provisions of the law.

d. The following shall not be eligible for payment of unused sick leave:

    (i) An employee who was hired or rehired by the Village after December 1, 1993; or,

(ii) An employee who has previously separated from employment with the Village and received a pay out of sick leave benefits; or,

(iii) An employee who is the subject of a disciplinary termination

e. At the employee's retirement, his/her sick leave days may at the employee's option be credited as days worked for purposes of pension benefits, pursuant to the rules of the Illinois Municipal Retirement Fund.

Section 10.14: Funeral Leave

Employees in full employment status as defined by the Village Personnel Manual may, in the event of death of an employee's mother, father, spouse, child, step-child, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law, grandparent, grandchild, step-parent, son-in-law, daughter-in-law, grandparent-in-law, aunt, uncle or a person for whom the employee is the legal guardian of, and possesses a durable power of attorney and with notification to the employee's Supervisor, be granted and compensated for up to three working days as funeral leave.

In the event of the death of the employee's spouse, son, daughter, step-child, parent or a person for whom the employee is the legal guardian of and possesses a durable power of attorney, the employee will be granted two additional working days off paid as funeral leave. An employee shall have the option of supplementing any funeral leave with any available vacation, compensatory or floating holiday time with approval from the employee's Supervisor.

Paid leave for this purpose will not be applicable in cases where the funeral occurs on a paid holiday, or any other case which would result in paying twice for the same time off. No additional payment will be made if the employee is on leave of absence or is absent due to illness or injury.

Section 10.15: Jury or Witness Duty

Employees in full employment status as defined in the Village Personnel Manual shall receive full pay for time not worked while serving on jury duty or testifying as a witness at the request of the Village, or testifying under subpoena to matters related to their employment with the Village. Employees participating in jury duty shall keep the payment received for jury duty service and shall provide a copy of the check to his/her supervisor to verify their absence from work. In addition, no employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees or for matters of a personal interest.

Section 10.16 – Disability Leave – Pension

Employees may be eligible for disability leave and benefits under IMRF. Such eligibility and benefits are set forth in the Illinois laws regarding such program.

Section 10.17: Disability Leave – Worker's Compensation

Employees may be eligible for disability leave and benefits under the Illinois Worker's Compensation Laws. Such eligibility and benefits are set forth in the Illinois laws regarding Worker's Compensation.

Section 10.18: Administrative Leave

An employee may be placed on administrative leave at the sole discretion of the Village Manager whenever the Manager determines that the employee's continued presence on the job is inappropriate or unduly disruptive. In such case, the employee shall be relieved from normal job duties but shall continue to be considered an employee of the Village and shall continue to receive all normal pay and benefits. Provided, Administrative Leave shall not be considered discipline, but is rather a temporary removal from duty. Administrative Leave shall be for such time as the Manager may direct. By way of example, but in no way as a limitation, Administrative Leave may be used such as during an internal investigation of personnel actions.

ARTICLE 11

UNPAID LEAVE

Section 11.2: Military Leave

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

Section 11.2: Victim's Economic Security and Safety Act of 2003 (VESSA)

VESSA leave shall be granted and provided in accordance with the Victim's Economic Security and Safety Act of 2003 820 ILCS 180/1 et seq., as amended.

Section 11.3: School Visitation Rights Act

School visitation shall be granted and provided in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq., as amended.

Section 11.4: General Leave of Absence

Employees who have full employment status may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Manager. Such leave may be requested for:

a. To recover from their own health condition or attend to family illness.

b. To take care of other personal matters.

Section 11.5: General Leave of Absence – Procedure

a. Employees may submit a written request to their Director or his/her designee or the Manager, as the case may be, asking for a leave of absence without pay. The request shall be in writing, stating in general terms the reasons for the request, the date desired for the start of the leave and the probable date of return. The request, along with the written recommendation of the Director, shall be forwarded to the Manager for authorization.

b. Authorization for such a leave shall be within the sole discretion of the Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request. Approval of such request shall not be deemed usual and customary.

c. An employee is required to exhaust available paid vacation and holiday benefits leave before unpaid general leave of absence is commenced.

Section 11.6: General Leave of Absence – Benefits

a. For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave. Employee will be required to pay 100% of a calendar month health insurance cost.

b. With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave. This includes, but is not necessarily limited to, vacation, sick and holiday leave.

Section 11.7: General Leave of Absence – Duration

A general leave of absence may be granted for up to twelve (12) weeks. Extensions may be granted for additional periods of up to twelve (12) additional weeks, not to exceed a total of twenty-four (24) weeks. Extensions may be granted at the discretion of the Manager.

Section 11.8: General Leave of Absence – Return to Duty

a. A return date shall be agreed to by the employee and the Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.

b. An employee may request to advance the designated return date by serving written notice on the Manager not less than thirty (30) days before the desired alternative return date. The Manager may waive such thirty-day notice if the employee requests to promptly return and an employment position is available.

c. An employee may request an extension of the general leave by making application to the Village in the same manner as on original application. Provided, such extension may not be granted in excess of the limits set forth in Section 11.7.

d. Prior to reinstatement after a general leave of absence for a medical condition, an employee must present to the Human Resources Department a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

Section 11.9: General Leave of Absence – Resignation

An employee, who fails to return from a general leave of absence on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

Section 11.10: Leave of Absence – Family and Medical Leave Act

a. Employees who have worked for the Village for the past twelve (12) months and have worked for at least 1250 hours may request up to twelve (12) weeks in unpaid leave in accordance with the provisions of the Family and Medical Leave Act (FMLA Leave) for the birth of a child, or the placement of a child with the employee for adoption or foster care; because of a serious health condition of the employee, or the employee's spouse, parent or child; or, because of any qualifying exigency (as defined by regulations of the U.S. Department of Labor) arising out of the fact that the spouse or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

b. **Service Member Family Leave.** An eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness shall be entitled to a total of twenty-six (26) weeks of leave during a twelve (12) month period to care for the service member. This leave is only available during a single twelve (12) month period. During this single twelve (12) month period, an employee shall be entitled to a combined total of twenty-six (26) weeks of leave under paragraphs 11.10(a) and 11.10(b) herein. This paragraph does not limit the availability of leave under 11.10(a) during any other twelve (12) month period. The aggregate number of work weeks of leave to which both a husband and wife working for the same employer may be entitled may be limited to twenty-six (26) work weeks during the single twelve (12) month period described in Section 11.10(b) if the leave is taken under Section 11.10(b) or a combination 11.10(a) and 11.10(b). If the leave taken by the husband and wife includes leave described in 11.10(a), the limitation in 11.10(a) shall apply to the leave described in 11.10(a).

c. Application for FMLA leave shall be made in writing, stating the reasons for the request, the date desired for the start of the FMLA leave and probable date of return. Such request shall be directed to the Human Resources Director.

d. For purposes of these rules, in computing the twelve (12) month period for FMLA leave privileges, the preceding twelve (12) months from the date of the requested start of FMLA leave shall be used to determine the amount of available FMLA leave time for the employee.

e. Except as provided in (b) above, FMLA leave taken for any reason, including medical, family or child care leave, shall not exceed a maximum combined total of twelve (12) weeks in any twelve (12) month period.

Section 11.11: FMLA Leave – Serious Health Condition

a. For the purpose of FMLA leave, a serious health condition is a disabling physical or mental illness, injury, impairment, or condition, and requires:

    1. Inpatient care in a hospital, a nursing home, or a hospice; or

    2. Outpatient care requiring continuing treatment by a health care provider.

b. A serious health condition is intended to cover conditions and illnesses that:

    1. Affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery; or

    2. Affect the health of the child, spouse or parent such that he or she is unable to participate in school or regular daily activities on a recurring or continuing basis.

c. Examples of "serious health conditions" include heart attacks, heart bypass operations and procedures, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorder, injuries from serious accident, ongoing pregnancy, miscarriages, complications or illness related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth.

Section 11.12: FMLA Leave – Employee Health Condition

Subject to the restriction set forth in Section 11.10(e), an employee with a serious health condition that renders the employee unable to work is entitled to up to twelve (12) weeks of FMLA medical leave in any twelve (12) month period.

Section 11.13: FMLA Leave – Birth, Adoption or Foster Care

a. Subject to the restriction set forth in Section 11.10(e), an employee is entitled to up to twelve (12) weeks of FMLA medical leave in any twelve (12) month period for any of the following events:

    1. Birth of the employee's child; or

    2. Placement of child for adoption or as precondition to adoption; or

    3. Placement of a child in foster care.

b. Entitlement to FMLA family leave under this section expires twelve (12) months after birth, adoption or placement.

c. Spouses who are employed by the same employer are only entitled to one twelve (12) week FMLA family leave. Provided, this time may be split between such employees.

Section 11.14: FMLA Leave – Care of Sick Child, Spouse or Parent

a. Subject to the restriction set forth in Section 11.10(e), an employee is entitled to up to a maximum of twelve (12) weeks of FMLA family leave in any twelve (12) month period to care for the employee's child, spouse or parent who has a serious health condition.

b. To "care for" includes caring for either physical or psychological needs.

Section 11.15: FMLA Leave – Serious Injury or Illness

The term "serious injury or illness" (for purposes of Service Member Family Leave), in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

Section 11.16: FMLA Leave – Medical Certification

a. When an employee requests FMLA medical leave or FMLA family leave to care for a child, spouse or parent, or next of kin of an individual in the case of leave taken pursuant to 11.10(b), the Village may require an employee to provide medical certification from an appropriate health care provider. However, the only information the Village will require the employee to provide in this certification is:

    1. That the employee or family member has a serious health condition or serious injury or illness, as the case may be;

    2. The date the serious health condition or serious injury or illness, as the case may be, commenced and its probable duration;

    3. The medical facts regarding the serious health condition or serious injury or illness, as the case may be; and,

    4. If the family medical leave is for the employee's own medical condition, a description of the extent to which the employee is unable to perform his or her job duties; or

    5. If the family medical leave is not for the employee's own medical condition, a statement that the employee is needed to care for the child, spouse or parent or next of kin in the case of leave under 11.10(b); and, the amount of time needed to provide the care.

    6. If the employee is requesting partial or intermittent leave, the employer may request verification of the schedule of treatment.

b. If the FMLA medical leave is for the employee's own medical condition, the Village may, at the Village's expense, require the employee to obtain the opinion of a second health care provider chosen by the Village. If the employee chosen and the Village's health care providers disagree about any of the information in the certification, the parties will mutually select a third medical provider at the Village's expense. The decision of the third provider shall be final and binding.

c. In the case of qualified exigency leave provided for in 11.10(a) due to a call to duty or active duty, such leave shall be supported by a certification in such manner and at such time as the Secretary of the Department of Labor shall prescribe by regulation.

Section 11.17: FMLA Leave – Scheduling Leave

a. Advance notice is required for foreseeable or planned leave. An employee must provide the Village with at least thirty (30) days notice of the need for FMLA leave for birth, adoption, foster care or planned medical treatment when the need for the leave is foreseeable. In any case in which the need for FMLA leave is foreseeable based on planned treatment or supervision, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operational needs. In any case in which the necessity for qualified exigency leave due to active duty of a family member is foreseeable, whether because the spouse, child or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practical.

b. When the need for a FMLA leave request is unforeseeable, notice should be as soon as practicable.

Section 11.18: FMLA Leave – Partial Absences

a. Some FMLA leave can be taken intermittently or on a reduced schedule. By way of example, employees may take leave in noncontiguous increments; e.g. every afternoon, every Friday, one week each month, etc.

b. Family leave for birth, adoption or foster care can only be taken on an intermittent or reduced leave basis with the approval of the Manager.

c. Medical leave may be scheduled as medically necessary.

d. The Village may temporarily transfer an employee after taking intermittent or reduced scheduled leave to an employment position more suitable for recurring periods of absence to better accommodate the leave. Employee wages and benefits will remain the same as though no transfer had occurred during the transfer period.

Section 11.19: FMLA Leave – Denial

a. The Manager may deny a requested FMLA leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.

b. The Village may deny a requested leave if the employee does not provide the required medical certification after being requested to do so unless the employee was unable to comply because of the need for emergency health care.

Section 11.20: FMLA Leave – Use of Available Paid Leave

An employee shall utilize available paid sick, vacation, compensatory time and holiday time (including floating holiday time, earned time, etc.) leave benefits before unpaid FMLA leave is commenced. For purposes of this section, accumulated sick leave shall be utilized only to the extent that the sick leave privilege may be used.

Paid leave taken herein shall be counted as FMLA leave against the total FMLA leave permitted within any twelve (12) month period.

Section 11.21: FMLA Leave – Benefits

a. During the period an employee is on FMLA leave, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began.

b. Employees using accrued paid sick, vacation and holiday (including floating holiday time, earned time, etc.) leave benefits as part of their FMLA leave remain on full employment status and continue to accrue, and may utilize, benefits during such paid portion of their FMLA leave. Such accrual and

use will cease if and when such employee goes on FMLA leave not covered by accrued paid sick, vacation and holiday (including floating holiday time, earned time, etc.) leave benefits.

c. Except as provided herein, an employee is not entitled to accrue employment benefit while on FMLA leave. This includes, but is not necessarily limited to, sick, vacation and holiday leave benefits.

Section 11.22: FMLA Leave – Return from Leave

a. A return date shall be agreed to by the employee and the Village Manager at the time FMLA leave is granted. Generally, this will be the probable return date specified in the employee's application, but must always be within the permitted FMLA leave period.

b. An employee may advance the designated return date by serving written notice on the Manager not less than thirty (30) days before the desired alternative return date. Provided, such alternative return date must be within the FMLA leave period available to the employee. The Manager may waive such thirty (30) day notice if the employee requests to promptly return and an employment position is available.

c. An employee may request an extension of the FMLA leave by making application to the Village in the same manner as on the original application. Provided, such extension may not be granted in excess of the total FMLA leave period available to the employee.

d. An employee returning from FMLA leave will be placed in the employment position held before the leave began, if the employment position is vacant. If the former employment position is not vacant, the employee will be returned to an equivalent employment position having equivalent employment benefits, pay and other terms and conditions of employment.

Section 11.23: FMLA Leave – Resignation

An employee who fails to return from a FMLA leave on the designated return date, either as originally agreed or as extended, or after the expiration of the twelve (12) weeks or twenty-six (26) weeks in the case of leave pursuant to 11.10(b), shall be considered as having abandoned and resigned his/her employment position with the Village.

ARTICLE 12

INSURANCE

Section 12.1: Insurance

The Village health insurance plan in effect when this Agreement is ratified, including dental and optical, shall continue for bargaining unit employees during the term of this Agreement provided, however, the Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit employees are substantially similar to those in effect when this Agreement is ratified.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to the health insurance plan (including employee contribution levels, cost sharing and cost containment changes) that are applicable to other full-time non-bargaining unit employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to such other Village employees.

Life insurance and long term disability insurance shall be in the amount provided by the Village to other non-exempt non-bargaining unit Village employees.

Section 12.2: Pensions

For the term of this Agreement, the Employer agrees to maintain its obligations to the Illinois Municipal Retirement Fund pursuant to Illinois law.

Section 12.3: Contagious Diseases

In the event that an employee contracts AIDS, hepatitis and/or other blood-borne contagious diseases in the course of his/her normal duties, the Village agrees to pay the medical expenses related thereto which may not otherwise be covered by worker's compensation or the Village's insurance plan. The Village retains the right to request that the employee submit reasonable documentation; including doctor's certifications, attesting that the employee has contracted the disease and that the disease was contracted in the course of the employee's normal duties.

ARTICLE 13

EMPLOYEE TRAINING AND EDUCATION

Section 13.1: Compensation

The Village agrees to compensate all bargaining unit employees at their regular rate of pay for all training, schools and courses which the Village requires an employee to attend during off-duty hours. If training is scheduled during normal work hours, it shall be treated as a normal work day. Expenses for meals and incidentals shall be paid by the Village on either an actual reimbursement or a per diem basis. Per diem rates to be used are the CONUS or OCONUS rates, as applicable, using the Federal, sometimes referred to as the standard per diem (not the high-low per diems). These rates are published annually effective October 1 and can be found at www.gsa.gov. The rate to be used is the one in effect when the cost is incurred. An employee may elect to use either the per diem method and receive the funds up front; or, be reimbursed on an actual basis after the costs are incurred. The election by an employee to use either the per diem or actual reimbursement method is an election that the employee may make annually (not on a calendar year basis); but, per IRS regulations, it must be adhered to for that entire calendar year. Receipts are necessary for all reimbursable items. For reimbursement of mileage, lodging and meals, the industry standard shall be followed. Mileage reimbursements are not included in the per diem amounts and the current IRS standards are the rates at which the Village will reimburse an employee. Mileage reimbursements are calculated from an employee's normal place of work to the destination. The employee shall be given the option of using a Village vehicle or his/her personal vehicle for travel for the training.

Section 13.2: CDL License Reimbursement

All employees who are required to drive as part of their position shall obtain and maintain the required driver's license and endorsements. Failure to inform the Village of a suspended or revoked license, or to obtain or maintain the required driver's license and endorsements may result in termination. The Village shall reimburse all bargaining unit employees who are currently required by job description to have a Commercial Driver's License (CDL) the difference between the cost of renewal of said license and/or the cost of any endorsements those employees are required to have and the cost of renewal of a Class D License.

Section 13.3: Educational Pay

The Village of Downers Grove provides financial assistance for educational courses which are specifically job-related in accordance with the following rules and procedures. The Educational Assistance Program is subject to budget approval. Budget approval shall be based on the total funds available for tuition reimbursement and the number of educational assistance requests received.

a. Courses covered: Educational courses must generally meet the following criteria:

   1. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet expressed requirements of the Village.

2. The employee must include an approved educational plan/goal that includes specifications for the attainment of an academic degree.

3. Classes are scheduled on a regular basis over a period of time, either semester or quarter, normally at least several months.

4. Classes are held after normal working hours.

5. Course results are graded.

6. Courses must be taken from an accredited College or University as determined by the Human Resources Director.

b. Eligibility: Only employees in full employment status are eligible to participate in the Educational Assistance Program.

c. Covered expenses: Costs such as tuition, fees and textbooks are reimbursable under the Educational Assistance Program. Other costs such as transportation, parking and meals are not reimbursable.

d. Limitations: Reimbursement is limited to:

1. Two courses per academic semester, with a maximum reimbursement of $4,500 per fiscal year subject to available budgeted funds;

2. Percent limited to grade achievement, i.e. A= 100%, B=80%, C=60%. (Any grade lower than a C is non-reimbursable.)

e. Approval: Advance approval of the Director, Finance Director, Human Resources Director, and Village Manager are required as a condition for payment of benefits under the program. An application is provided for this purpose and must be completed and approved before the course begins.

f. Reimbursement of educational expenses: Copies of the grade report or certificate of completion, textbook receipts, and all other supporting documentation must be submitted before reimbursement can be made. A form is provided for this purpose. All educational reimbursements are taxable.

g. Repayment upon leaving Village employment: If an employee voluntarily leaves the Village within two years of completing a course reimbursed under this Program, a percentage amount of reimbursed expenses must be repaid to the Village according to the following schedule:

1. 0 to 6 months of completion of course – 100%

2. 7 to 12 months of completion of course – 75%

3. 13 to 18 months of completion of course – 50%

4. 19 to 24 months of completion of course – 25%

ARTICLE 14

SAFETY

Section 14.1: 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 or modified.

Additionally, when determined necessary and desirable by the Village, the Village will allow employees to receive training at the Union's training site and the Union shall make the facility available. The fees for such instruction shall be as mutually agreed to by the Union and the Village. The Union agrees to keep the Village informed regarding course offerings at its training facility which may be of interest to the Village. This Section shall not restrict the Village's right to use resources other than the Union for training.

ARTICLE 15

LABOR -MANAGEMENT MEETINGS

Section 15.1: Labor –Management Conferences

The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union and Village representatives when appropriate. Such meetings may be requested by either party by placing in writing a request to the other for a "labor-management conference" and providing a specific agenda for such conference. Such meetings shall be scheduled no less than seven (7) calendar days from the date of the request for the meeting, at a time and location mutually agreed upon by both parties, and shall be limited to:

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

Section 15.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances and arbitrations shall not be discussed at such meetings, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 15.3: Attendance

A maximum of three (3) Union Stewards may attend these meetings. The Village may assign no more than three (3) management personnel to attend. Attendance at labor-management conferences shall not interfere with required duty time unless otherwise determined by the Village. Additional attendance by either party may be allowed by mutual agreement. If the Village determines that a labor-management conference may take place during required duty time, the Village will pay for such employees to attend the meeting.

ARTICLE 16

SUBCONTRACTING

Section 16.1: General Policy

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 out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under the Illinois Statutes.

Section 16.2: Notice

Except where an emergency situation exists, before the Village changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a substantial loss of work to bargaining unit employees, the Village will notify the Union.

ARTICLE 17

SUPERVISORY AND TEMPORARY EMPLOYEES

Section 17.1: Supervisory Workers

Supervisory individuals shall not perform work traditionally performed by bargaining unit members, except to plow snow or in civil disasters. However, supervisors shall not plow snow unless all qualified available bargaining unit members are already engaged in such activity.

Section 17.2: Seasonal/Temporary Workers

Seasonal and/or Temporary workers, hired to supplement bargaining unit staff, shall work no more than six (6) months in any twelve (12) month period. Seasonal and/or Temporary Workers are not required to be bargaining unit members. It shall be understood that seasonal and/or temporary workers shall not be hired to perform work traditionally performed by bargaining unit members if such employment reduces the regular number of hours worked for bargaining unit members.

ARTICLE 18

UNIFORMS, EQUIPMENT AND TOOLS

Section 18.1: Uniform Required

The Department Director has the right to require employees to purchase uniforms/clothing/outerwear which employees are expected to wear during work hours. All uniform items shall be obtained through the Village subject to the caps set forth in (a), (b) and (c); and, with no limitation on the cost of any particular uniform item, including but not limited to, footwear. It is understood that employees are not entitled to a cash payment if the full amount is not used during any given year. In addition, any unused allowance does not roll over to the next year.

a. Each MWI, MWII, Public Service Specialist, Water Production Specialist, Public Works Technician-AMR, Building Maintenance Worker I and II, Building Maintenance Technician I and II, Materials Coordinator, PW Technicians I and II and Assistant Village Forester shall receive an annual uniform/clothing/outerwear/footwear allowance of up to $600.

b. Each Fleet Technician and Lead Fleet Maintenance Technician shall receive an annual uniform/clothing/outerwear/footwear allowance of up to $400. In addition, they shall receive rented daily uniforms provided and cleaned by a uniform service paid for and chosen by the Village.

c. Each part-time employee shall receive an annual uniform/clothing/outerwear/ footwear allowance of $150.

Section 18.2: Employee Responsibility

Employees shall not wear their uniforms for activities unrelated to their employment. Unless otherwise provided for in Section 18.1, Employees are responsible for maintaining their uniforms. Uniforms shall be clean and in appropriate condition as determined by the supervisor at the start of each workday. Employees who are not appropriately dressed may not begin work and are not allowed to use paid time to come into compliance.

Section 18.3: Protective Gear

All apparel required for protective purposes including, but not limited to rain gear, work gloves, eye protection, hard hats, hearing protection and respiratory devices, but excluding all uniform items such as outerwear and protective toe boots or shoes, shall be provided by the Village, barring any annual budget restrictions.

Section 18.4: Tool Reimbursement

Fleet Technicians shall furnish their own tools, sockets wrenches and small hand and air tools up to ½ inch drive but shall not be required to furnish special tools such as: welders, air compressors, hoisting devices, presses, gear and bearing pullers, oxyacetylene hoses, gauges, meters and torches and tips or other special tools required to repair Village-owned vehicles.

For this purpose, and after completing their employee qualification period, all Fleet Technicians shall be provided with an annual tool allowance of up to $800. This amount shall be paid after the employee provides receipts for qualifying tools purchased during that fiscal year. It is understood that employees are not entitled to a cash payment if the full amount is not used during any given year. In addition, any unused allowance does not roll over to the next year. Fleet Technicians shall be required to provide an annual list of their personally owned tools and storage boxes, and shall be responsible for advising the Village when they purchase new tools or storage boxes. The list required herein shall be provided to the Human Resources Department no later than January 15 of each year (or at a later date if mutually agreed to in writing by both parties) and shall be provided within 30 days of the start date of any new hire to the position of Fleet Technician. The employee shall be responsible for updating the list upon the purchase of qualifying tools or storage boxes. The Village retains the right to verify the accuracy of the list provided. The Village will maintain insurance to cover the replacement cost of employee owned tools or storage boxes; however, if the employee fails to provide the Village with a complete inventory of such tools, the responsibility for replacement of the items that were not listed on the employee's inventory shall be borne by the employee and not the Village.

Section 18.5: Damage to Personal Property

The Village agrees to repair or replace an employee's eyeglasses, contact lenses, prescription sunglasses, watches, jewelry such as rings or bracelets, and clothes in an amount not to exceed Two Hundred Dollars ($200) per incident per employee up to a maximum of two incidents and Four Hundred Dollars ($400) per year, if same are damaged or irreparably broken while at work. The affected employee is to immediately notify the supervisor and complete an incident report regarding the repair or replacement of the above listed items.

ARTICLE 19
RULES AND REGULATIONS

The Union agrees that its members shall comply, in full, with all Village rules, regulations and The Village of Downers Grove Personnel Manual that are not in conflict with the provisions of this Agreement.

Except in an emergency, changes to Village rules, regulations and The Village of Downers Grove Personnel Manual will be posted for no less than seven (7) days before they become effective and enforceable.

ARTICLE 20
PERSONNEL RECORDS

Section 20.1: Personnel Records

The Village shall maintain an official personnel file for each employee with the Department of Human Resources. Employees may request to inspect their personnel file at any time by providing a written request to the employee's Director, who will then notify the Human Resources Director. The Human Resources Director will determine a mutually agreed to place and time when access to the employee's personnel file will take place, during normal business hours.

Section 20.2: Consideration of Prior Disciplinary Records

Although the actual record of the event cannot be physically removed from the employee's personnel file, it is understood that disciplinary records will not be used against the employee for the purpose of progressive discipline, or as a deciding factor against an employee being considered for a promotion, after a period of two (2)

years. Oral and written reprimands shall not be used as a basis for progressive discipline one year after the reprimand is received by the employee so long as there has been no other repetition of the same or similar offense, or an offense for which a suspension is received within that one year period.

ARTICLE 21
NON-DISCRIMINATION

Section 21.1: General

In accordance with applicable law, neither the Village nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, Union membership or non-membership, or any other basis prohibited by State or Federal law. In matters other than Union membership or non-membership, any dispute concerning such may be processed through the Grievance Procedure provided for in this Agreement, but may not proceed to arbitration, except that grievances concerning Union membership or non-membership may be processed through to arbitration and the appropriate State agency. In no case shall this Section prohibit an employee from proceeding directly to a State or Federal agency or court with a discrimination claim.

Section 21.2: Gender

All references to employees in this Agreement designate both sexes; and, whenever the male or female gender pronoun is used, it shall be construed to include both male and female employees.

ARTICLE 22
NO STRIKE / NO LOCKOUT

Section 22.1: No Strike / Slowdown

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in or condone any strike, including sympathy strikes, slow down, sit down, concerted stoppage of work, mass absenteeism, concerted refusal to work overtime, picketing, refusal to cross picket lines or any other intentional interruption or disruption of the operation of the Village regardless of the reasons of doing so.

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. 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 them to return to work. Any or all of the employees who violate any of the provisions of this Article shall be subject to discipline, including but not limited to immediate discharge.

Section 22.2: No Lockout

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

ARTICLE 23
WAGES

Section 23.1: Wages

Year One: 2.75%
\Year Two: 2.5%
Year Two: 2.5%

Year Three: 1.75%

The Wage Rates for the term of this Contract are set forth in Appendix C attached hereto and herein incorporated.

Employees with a starting salary which is less than the starting salary established in the step plan for the first year of the contract will receive an adjustment to the minimum of the salary range for their position or rank.

All eligible employees shall receive step increases the first full pay period in May of each year of this Agreement.

Section 23.2: Assignment Pay

Except as provided herein, employees shall not be entitled to any additional compensation beyond that specified for their employment position as set forth in Appendix C. The Director may assign an Employee to perform duties substantially different than those normally included within the employment position currently held by the Employee. In the event the Director determines that such additional duties merit additional compensation beyond that specified for their employment position within the compensation plan, the Director, with the approval of the Village Manager, may authorize assignment pay. In such event, the Director shall complete a Personnel Action Request Form (PAR) and submit it along with any other supporting documentation to the Director of Human Resources. No employee shall be entitled to assignment pay except as expressly approved by the Director and Village Manager with a PAR. Assignment pay for any employee may be terminated at any time at the sole discretion of the Village Manager.

ARTICLE 24
DRUG AND ALCOHOL POLICY

The Village of Downers Grove is committed to maintaining a drug-free workplace in compliance with applicable laws. In order to protect the public and to ensure a safe, healthful and drug-free work place, the Village requires compliance with the following procedures and guidelines:

a. The Village prohibits the unlawful use, consumption, manufacturing, dispensing, distribution, or possession of a controlled substance or alcohol while on Village premises, in Village vehicles or while performing work for the Village.

b. For purposes of this policy, a controlled substance:
1. Includes cannabis;
2. Is a substance that is not legally obtainable;
3. Is a substance that is being used in a manner different than prescribed;
4. Is a substance that is legally obtainable, but has not been legally obtained, or
5. Is a substance that is defined as such by federal or State law.

c. Any employee found using, possessing, manufacturing, dispensing or consuming a controlled substance or alcoholic beverage on Village premises, Village vehicles or while performing work for the Village shall be subject to disciplinary action up to and including discharge. Any disciplinary sanction imposed may also include the completion of an appropriate rehabilitation program as a condition of reinstatement or continued employment.

d. The Village may require employees to submit to a urinalysis and/or other appropriate drug and alcohol testing prior to hiring or subsequent to any on-the-job injury or accident.

e. Employees will not be permitted to work while under the influence of drugs or alcohol. Employees who appear to be unfit for duty will be relieved from duty and may be required to submit to a urinalysis and/or other appropriate drug and alcohol testing. The Village may also test an employee whenever there is a reasonable suspicion of drug or alcohol abuse. Refusal to submit to such testing or the failure to pass the test shall be cause for discipline, up to and including discharge.

f. The results of any drug or alcohol testing shall be sent to the Village Human Resources Department but shall remain confidential to the extent possible under applicable law. If the results of the test are positive, the employee may be advised confidentially to seek the assistance of drug counseling or the employee assistance programs, and may be provided a reasonable period of time for rehabilitation. Provided, nothing herein shall be interpreted to prohibit the imposition of discipline up to and including discharge. In addition to any discipline which may be imposed, if an employee tests positive, the employee will be subject to random testing for the following year. If an employee subject to such random test again tests positive, the employee will be subject to further disciplinary action up to and including discharge.

g. As a condition of employment, each employee will notify his or her supervisor if he or she is convicted of a criminal drug offense involving the workplace within five (5) calendar days of the conviction. In the event any such conviction involves an employee working on a Federal or State contract or Federal or State grant, the Village will notify the granting or contracting agency within ten (10) days of receiving notice of a conviction.

h. Employees are encouraged to request assistance through the Village's employee assistance program or other reputable sources in the community in dealing with a personal alcohol or drug-related problem.

i. Employees who wish to report drug and alcohol use in violation of this policy should contact their supervisor or the Human Resources Department. The Village will make every effort to protect anonymity, and such information will be treated in confidence.

The parties agree that during the term of this Agreement, the Village may adopt and amend policies to implement drug and alcohol testing for bargaining unit members required to have a commercial driver's license as required by Federal and State law. For random drug testing done pursuant to the Village's policy, the Union is entitled to have a Steward present during the random selection process. However, the Union Steward is not entitled to the names of the persons selected. The Village's policy, as may be amended from time to time pursuant to this Agreement, is attached hereto as Appendix D.

ARTICLE 25

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, including boards or agencies, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights Clause. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact or effect bargaining for the life of this Agreement.

ARTICLE 27

TERMINATION

This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect until April 30, 2018. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure for a new Agreement or part thereof are continuing between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary date of this contract.

IN WITTNESS WHEREOF, the parties have executed this Agreement this 2nd day of October, 2018, in the Village of Downers Grove.

FOR THE VILLAGE OF DOWNERS GROVE

David B. Fieldman
Village Manager

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager

Bryan P. Diemer
Associate General Counsel

I\mw\Enza\PW-Negot\2018\PW-2018-2021-FINAL

APPENDIX A

Dues Authorization

IUOE LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

This assignment and authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between my Union and you, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable Collective Bargaining Agreement between you and the Union, which ever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than thirty (30) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or the applicable Collective Bargaining Agreement between you and the Union, whichever occurs sooner. Such a notice revoking this assignment and authorization shall be given by written notice delivered by certified mail to the Union and to the Employer with whom I am then employed. If unemployed, such notice shall be given to the Union and my last Employer signatory to a Collective Bargaining Agreement.

Print Name _____ Signature of Employee X _____

Reg. or S.S. No. _____ Date _____

1st Copy-Union 2nd Copy-Member

DUES L150

APPENDIX B

Grievance Form

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER

(708) 482-8800 · FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

GRIEVANCE

Use additional sheets if necessary)

Grievant's Name: Date Filed:

STEP ONE

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

Article(s) & Section(s) of Contract Violated

Brief Statement of Facts:

Remedy Sought:

Given To: Time and Date:

Grievant's Signature Representative's Signature

EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature Positions

Response Recipient Date

STEP TWO

Given To: Date and Time:

Grievant's Signature Representative's Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position

Response Recipient Date

STEP THREE

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

APPENDIX C

Wages

	Effective first full pay period in May, 2018 (2.75%)						
Steps:	**Starting**	**1**	**2**	**3**	**4**	**5**	**6**
Group 1	34,500	36,964	39,429	41,893	44,357	46,822	49,286
Building Maintenance Worker I							
Group 2	41,896	44,889	47,882	50,875	53,867	56,860	59,852
Building Maintenance Worker II							
Group 3	45,604	48,861	52,118	55,376	58,633	61,890	65,148
Maintenance Worker I							
Building Maintenance Technician I							
Public Works Technician I							
Group 4	49,318	52,840	56,364	59,886	63,409	66,931	70,454
Public Services Specialist							
Group 5	53,039	56,827	60,615	64,404	68,192	71,980	75,769
Maintenance Worker II							
Fleet Maintenance Technician							
Building Maintenance Technician II							
Water Production Specialist							
Group 6	56,747	60,800	64,853	68,906	72,960	77,013	81,067
Materials Coordinator							
Public Works Specialist							
Public Works Technician - Water AMR							
Public Works Technician II							
Group 7	60,257	64,561	68,865	73,169	77,474	81,777	86,081
Assistant Village Forester							
	Effective first full pay period in May, 2019 (2.50%)						
Steps:	**Starting**	**1**	**2**	**3**	**4**	**5**	**6**
Group 1	35,363	37,888	40,415	42,941	45,466	47,993	50,518
Building Maintenance Worker I							
Group 2	42,944	46,012	49,079	52,146	55,213	58,281	61,348
Building Maintenance Worker II							
Group 3	46,744	50,082	53,421	56,760	60,099	63,438	66,776
Maintenance Worker I							
Building Maintenance Technician I							
Public Works Technician I							
Group 4	50,551	54,161	57,773	61,383	64,994	68,605	72,215
Public Services Specialist							
Group 5	54,364	58,248	62,131	66,014	69,897	73,780	77,663
Maintenance Worker II							
Fleet Maintenance Technician							
Building Maintenance Technician II							
Water Production Specialist							

Group 6	58,165	62,320	66,474	70,629	74,784	78,939	83,093
Materials Coordinator							
Public Works Specialist							
Public Works Technician - Water AMR							
Public Works Technician II							
Group 7	61,763	66,175	70,587	74,999	79,410	83,821	88,233
Assistant Village Forester							
	Effective first full pay period in May, 2020 (1.75%)						
Steps:	**Starting**	**1**	**2**	**3**	**4**	**5**	**6**
Group 1	35,982	38,551	41,122	43,692	46,262	48,833	51,402
Building Maintenance Worker I							
Group 2	43,695	46,817	49,937	53,059	56,180	59,301	62,422
Building Maintenance Worker II							
Group 3	47,562	50,959	54,356	57,754	61,151	64,548	67,945
Maintenance Worker I							
Building Maintenance Technician I							
Public Works Technician I							
Group 4	51,436	55,109	58,784	62,457	66,132	69,805	73,479
Public Services Specialist							
Group 5	55,316	59,267	63,218	67,169	71,120	75,071	79,022
Maintenance Worker II							
Fleet Maintenance Technician							
Building Maintenance Technician II							
Water Production Specialist							
Group 6	59,183	63,411	67,637	71,865	76,092	80,320	84,547
Materials Coordinator							
Public Works Specialist							
Public Works Technician - Water AMR							
Public Works Technician II							
Group 7	62,844	67,333	71,822	76,311	80,800	85,288	89,777
Assistant Village Forester							

APPENDIX D

Drug & Alcohol Policy

Village of Downers Grove

Administrative Regulation Issued by Village Manager

Description:	Drug and Alcohol Abuse Policy
Manager's Name:	David Fieldman, Village Manager — Effective Date: March 7, 2012
Category:	Human Resources
	___ New Administrative Regulation
	X Amends Previous Regulation Dated: 1/1/95; 4/1/97; 6/3/05
	Description of Previous Regulation (if different from above):
	Drugs & Alcohol Abuse Policy (Public Works Employees)

DRUG AND ALCOHOL ABUSE POLICY

PURPOSE:

The purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the Federally mandated requirements under 49 CFR Part 40, Part 382, and Part 655 for Transit Employees. The drug and alcohol related requirements became effective on January 1, 1995.

DEFINITIONS:

"Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used to transport passengers or property if the vehicle:

1. has a gross combination weight of 26,001 pounds inclusive of a towed unit with a gross vehicle weight of 10,000 pounds; or
2. has a gross vehicle weight of 26,001 pounds; or
3. is designed to transport 16 or more passengers, including the driver; or
4. is used to transport hazardous material.

"Driver" is: (1) any employee of the Village, who as a requirement of employment, must possess a commercial driver's license ("CDL") and may in the course of their duties have to operate a CDL required vehicle regardless if it is not a normally assigned duty; (2) an individual subject to pre-employment testing because applying for positions which meet the requirement stated above, will be considered a driver.

"Covered Transit Employee" means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.

"Safety-sensitive function" includes:

1. All time waiting to be dispatched.

2. All time inspecting, servicing, maintaining, or conditioning any commercial motor vehicle at any time.

3. All time spent driving a commercial motor vehicle.

4. All time, other than driving time, spent on or in a commercial motor vehicle.

5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

6. All time spent performing the driver requirements associated with an accident.

7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR382.107)

8. All time dispatch or controlling a revenue service vehicle (49 CFR 655.4)

9. All time carrying a firearm for security purposes (49 CFR 655.4)

"Performing" (a safety-sensitive function) means any time period in which the employee is actually performing/doing, ready to perform/do or immediately available to perform/do any safety-sensitive function.

USE PROHIBITED

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or use of alcohol is prohibited on all Village of Downers Grove premises, in any Village owned or leased motor vehicle, or other location at which the driver is to perform work. Nor will the Village hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency, or any individual who engages in prohibited alcohol-related conduct.

1. The Village will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.

2. No driver shall possess or consume any drug listed in Schedules I, II, III or IV of the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.) or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, or any other habit forming drug while on or off duty, unless consuming them while under a doctors care and prescription (See #4 below.).

3. No driver shall report for work or drive while impaired by any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.

4. A driver may use a substance administered by or under the direction of a physician who has advised the driver that the substance will not affect the drivers ability to safely operate a motor vehicle.

5. No driver may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected or has consumed any alcohol within 4 hours.

6. Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on Village premises, in or from a Village owned or leased motor vehicle is subject to immediate termination.

7. Employees shall not be on duty or operate a commercial motor vehicle while the driver possesses alcohol (this includes medicines containing alcohol unless the packaging seal is unbroken).

8. Employees are prohibited from using alcohol while performing safety-sensitive functions.

9. When the employee is required to take a post-accident alcohol test, the employee shall not use alcohol within 8 hours after the accident or prior to undergoing a post-accident alcohol test, whichever comes first.

10. An employee shall not refuse to submit to a required alcohol or controlled substance test.

11. An employee shall not report for duty, remain on duty or perform safety-sensitive functions if the employee tests positive for a controlled substance.

DRUG TESTING

The Village will utilize testing facilities for the collection and testing procedures which are in accordance with regulations; 49 CFR Parts 40, 382 and 655 for Transit Employees. The Village's Medical Review Officer (MRO) will be the certifed physican who is designated by the testing facilites. The MRO will review test results and provide a written report to the Village. Also, he will discuss any positive test results with employees.

The Village will require drug testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR Parts 40, 382 and 655 for Transit Employees. All urine samples will be split samples. The "primary sample" shall be at least 30 ml. of urine; the split sample shall be at least 15 ml. Failure of the driver to provide that quantity even after a 3 hour second opportunity immediately following drinking up to 40 oz. of water, will cause the driver to be referred for a medical examination to develop pertinent information whether the driver's inability to provide a specimen is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the MRO who will make a conclusion in writing to the Village. While this process is being accomplished the driver shall be placed out of service.

ALCOHOL TESTING

The Village will require alcohol testing in accordance with the Federal Motor Carrier Safety requirements as set forth in 49 CFR Parts 40, 382 and 655 for Transit Employees. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result of less than .04 alcohol concentration is considered a "negative test". If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted.

Alcohol breath testing shall be by an "Evidential Breath Testing Device", (E.B.T.) that prints out the results, date, time, a sequential test number, name and serial number of the E.B.T. The alcohol test must be conducted by a "Breath Alcohol Technician" (B.A.T.) who is trained to operate the E.B.T. and is proficient in all breath alcohol testing procedures.

The Village will utilize testing facilities whose testing procedures are in accordance with regulations; 49 CFR Parts 40, 382 and 655 for Transit Employees. The Village's Medical Review Officer (MRO) will be the certifed physican who is designated by the testing facilites

For random and reasonable suspicion testing, drivers will only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function or just after performing a safety-sensitive function. Any test of .04 or greater shall cause the driver to immediately be removed as a driver or from any other safety-sensitive function and will subject the driver to disciplinary action in accordance with this policy.

For reasonable suspicion testing, the driver shall be immediately removed as a driver or from any other safety-sensitive function once a reasonable suspicion determination has been made and cannot return to work until an alcohol test has been administered with a result of 0.02 or less alcohol concentration or 24 hours has passed since the reasonable suspicion determination was made.

Failure of the driver to provide an adequate amount of breath will cause the driver to be immediately referred for a medical evaluation to develop pertinent information whether the driver's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the MRO who will make a conclusion in writing to the Village. While this process is being accomplished the driver shall be placed out of service.

TYPES OF TESTING

1. For the purpose of compliance with the Federal Motor Carrier Safety and Federal Transit Administration regulations, all drivers will be required to take and successfully pass urine drug testing and breath alcohol testing. Refusal to submit to such screening is considered a positive test.

2. **Pre-employment:** Applicants for the positions as drivers will also be required to take and successfully pass a urine drug test and alcohol breath test before they can be used as drivers. A drug test is not required for the driver participating in a qualified program in the last 30 days and was tested in the last 6 months or participated in a random testing program in the last 12 months with no positive results. An alcohol test is not required if the driver has undergone a required alcohol test within the last 6 months with a result indicating a blood alcohol level below 0.04. For those individuals not required to be tested, the following information must be obtained on any new drivers from previous employers for the past two years: any positive drug test or alcohol test of .04 or greater, including any refusal to be tested. Every new employee shall provide to the Village a written release that authorizes the Village to obtain the driver's past drug and alcohol test results. Any driver found to have a positive test result in these two years shall cause the Village to further obtain information on the subsequent Substance Abuse Professional's evaluation and/or determination under section 382.605 and determine if there was compliance with sections 382.309 (return to duty testing) and 382.311 (follow-up testing). Transit Employees cannot begin performing safety-sensitive functions unless the results of the alcohol breath test are below 0.02.

3. **Reasonable Suspicion:** If a supervisor or other qualified personnel has reasonable suspicion to believe that a driver has violated the alcohol or controlled substance regulations (see "Use Prohibited" section) then the driver shall submit to a urine drug or breath alcohol test. "Reasonable Suspicion" must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Upon being notified that they are to be tested, the employee shall proceed immediately to the testing site. Refusal to submit to such screening will be considered a positive test. A reasonable cause observation form must be completed and signed by at least one qualified supervisor within 24 hours of observation that led to the reasonable cause test. ADD TRAINING REQUIREMENTS

4. **Random Testing:**
(A) The Village will randomly select 50% of all employees covered by this policy for drug testing and 10% for breath alcohol testing per the requirements44 CFR 382.305.

(B) On a monthly basis the Risk Manager or his designee will from the total group select randomly on his computer a number to be tested that on an annual basis will equal 50% of the total group for random drug testing and 10 % for random breath alcohol testing. This same process will be repeated each month.

(C) The selected employees will not be informed of the need to be tested until just prior to the test. Upon notice that they are to be tested, the employee shall proceed immediately to the testing site.

(D) All test results will be placed into the driver's personnel filein the Risk Manager's Office.

5. **Post Accident Testing:**

(A) The Village will require post-accident urine drug and breath alcohol testing of all employees covered by this policy as required by 49 CFR Part 40, 49 CFR 382.303 and 49 CFR Part 655 for Transit Employees.

(B) Post-accident urine drug and breath alcohol testing will be required of those drivers who are involved in an accident if there is a fatality, if the accident results in bodily harm to a person who is immediately taken from the scene of the accident to the hospital to receive medical treatment, or when one or more vehicles incurs disabling damage causing the vehicle to be towed from the scene.

(C) The post-accident urine drug test shall be conducted as soon as possible but no later than 32 hours after the reportable or fatal accident. The breath alcohol test shall be administered within 2 hours after the accident, but in no event later than 8 hours or until a breath alcohol test has been administered.

(D) A driver who is seriously injured and can not provide a urine specimen, or breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining medical records and reports that will indicate if a controlled substance or alcohol was in the driver's system and the level present.

(E) Failure of the driver to be readily available or refusal to give a urine sample or a breath alcohol test when the driver has been involved in a fatal accident, or receives a citation for a moving violation, except for a driver who meets the conditions of section 6 (D) above, shall be considered a refusal to take a test and a positive result. This includes return to duty and follow-up testing as required.

(F) The Risk Manager shall be notified immediately regarding an accident involving a driver. The Risk Manager will be responsible for overseeing the testing requirement.

7. **Return to Duty Testing:**

If an employee is found in violation of the drug and alcohol regulations, the employee can not return to work requiring the performance of safety-sensitive functions unless the employee has taken a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 or a return-to-duty controlled substance test with a verified negative result.

8. **Follow-up Testing:**

An employee who violates the drug and alcohol regulations must be evaluated by a substance abuse professional who will determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use.

Upon return to work, the employee is subject to unannounced follow-up tests. The number and the frequency of the tests are determined by the substance abuse professional but must consist of at least six tests in the first 12 months of the employee's return to work.

Such follow-up testing cannot exceed 60 months from the date of the employee's return to work. The substance abuse professional may terminate the follow-up testing at any time after the first 6 tests if he or she determines that testing is no longer necessary.

Follow-up tests for alcohol will only be conducted when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after a driver has ceased performing safety-sensitive functions.

TEST RESULTS

DRUG TEST RESULTS

Test results will be reviewed to determine whether there is any indication of a controlled substance abuse.

1. The test results will be reviewed by the medical review officer (MRO). If there is any evidence of a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication. A copy of the test results will be given to the employee.

2. Test results will be maintained in the secured driver personnel file.

ALCOHOL TEST RESULTS

1. Test results will be maintained in the secured personnel file in the Risk Manager's office. A copy of the test results will be given to the employee.

2. The test results will not be released to any unauthorized party without written consent. The Village is required upon the receipt of a written request of a driver to provide copies of his or her urine drug and breath alcohol test results promptly to any other possible employer.

ASSISTANCE PROGRAM

An Employee Assistance Program will be conducted by the Village to provide educational information concerning the effects and consequences of drug or alcohol use on personal health, safety and work environment.

1. Every driver will be required to take at least one hour of training each year on substance abuse and alcohol use, and sign an attendance certification sheet.

2. Written notice will be given when this training is available.

RECORDS

1. The Village will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use laws in the work place.

2. Record Keeping: all records will be retained as listed in 49 CFR Section 382.401 and Part 655 for Transit Employees.

3. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of drugs or alcohol, and test results.

4. The Village may disclose information required to be maintained under this policy on a driver to a trier of fact made in a law suit, grievance, or other procedure initiated by or on behalf of that driver and arising from the results of an alcohol or controlled substance test required by this policy, or from the Village's determination that the driver engaged in conduct prohibited by this policy.

(Including but not limited to worker's compensation, unemployment compensation, or other proceedings related to benefits sought by the driver.)

DISCIPLINARY ACTION

1. An employee who violates these regulations shall be immediately removed from performance of any safety-sensitive function and shall be subject to disciplinary action which may include suspension or termination.

2. If an employee violates these regulations, the employee can not return to work unless he or she has taken a return-to-duty alcohol test with a result of 0.02 or less alcohol concentration or a controlled substance test with a verified negative result.

3. After 2 violations of this policy the driver shall be terminated.

4. Every driver who has engaged in violations of this policy will be advised by the employer of resources available to the driver in evaluating and resolving problems associated with the misuse of drugs or alcohol. The employee shall be evaluated by a substance abuse professional through the Village's Employee Assistance Program, who will determine what assistance the employee needs.

5. A refusal to submit to testing, in accordance with these policy guidelines shall subject the employee to termination.

6. (A) Prior to being eligible for a return-to-duty test, a driver must be evaluated by a Substance Abuse Professional, who shall set up any assistance needed. When the driver has complied with all the recommendations of the Substance Abuse Professional, the driver must request that the results of the evaluation and notification be sent to the Medical Review Officer and the Risk Manager's Office.

   (B) Upon return to work, the Substance Abuse Professional determines the number and frequency of follow-up testing and shall then subject such drivers to at least 6 unannounced urine drug tests or breath alcohol tests in the first 12 months after return to duty. Follow-up testing shall not extend beyond 60 months, from the date of the employee's return to work.