

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**VILLAGE OF LAKE BLUFF
[PUBLIC WORKS UNIT]**

EFFECTIVE

MAY 1, 2016 THROUGH APRIL 30, 2019

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PREAMBLE

The parties recognize it is important to the public welfare that high quality and dependable Public Works services for operation and maintenance of the Village's infrastructure are maintained consistent with the resources available for that purpose. The parties further recognize that it is vital that such services be provided on an uninterrupted basis to the residents and business community of the Village. In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to the bargaining unit employees, to promote the quality and continuance of public service, to prevent interruptions of work, services, programs and interference with Village operations, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into this 1st day of May, 2016 through April 30, 2019, by and between the Village of Lake Bluff, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in ARTICLE I:

ARTICLE I: RECOGNITION

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and working conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board in Case No.S-RC-04-019.

INCLUDED

All regular full time and regular part time employees in the following classifications:

Maintenance I, Maintenance II, and Mechanic.

EXCLUDED

All other employees; all other confidential, managerial and supervisory employees as defined in the Act.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

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

Section 1.3 Movement within Classifications

After completion three (3) full years in the job classification of Maintenance Worker I, an employee may submit a request to the Superintendent of Public Works and the Village Administrator asking for consideration to be elevated to the Maintenance Worker II position. The Superintendent shall make a determination, with the input of the Maintenance Worker II employees, and shall respond to the applicant within thirty (30) calendar days and such decision will be final. The Employer will not unreasonably withhold permission to progress to MW II.

ARTICLE II: UNION REPRESENTATION

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The parties acknowledge the general principle that working time is for work. The Union Steward or his/her designee shall ask for and obtain permission before leaving his/her job in order to attend meetings with management and/or supervisors scheduled on work time to discuss discipline or grievances. The granting or denial of permission to carry on such Union business is subject to the Employer's operating needs. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting grievances and ascertaining that the Agreement is being adhered to, provided however, the Union representatives shall give notice and receive permission from the Employer prior to entering Village property; such permission will not be unreasonably withheld. There shall be no interruption of the employees' work schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

One (1) Union Steward shall be allowed time off without pay for up to one (1) week per year for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and so long as such time off does not substantially interfere with the Village's operating needs, provided at least seventy-two (72) hours advance notice is given by the employee to the Director of Public Works. The employee may utilize any accumulated time off (Personal, Vacation Days) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARDS

The Employer shall provide a Union bulletin board in the main hallway of the Public Works building. The board shall be for the sole and exclusive use of the Union and shall be separate from other Village bulletin boards. Postings shall not contain political matter involving the Village or

be inflammatory in nature. A copy of each posting shall be provided to the Director of Public Works prior to posting.

ARTICLE III: UNION DUES/FAIR SHARE CHECK OFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: FAIR SHARE

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, 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.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV: MANAGEMENT RIGHTS

SECTION 4.1: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Employer, and these rights shall be liberally construed. Specifically, but without limiting the generality of the foregoing, it is understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair the Employer's right, in its sole discretion and judgment, to do the following on a unilateral basis:

- (A) To plan, direct, control and determine all the operations and services of the Village;
- (B) To supervise and direct the working forces;
- (C) To establish the qualifications for employment and to employ employees;
- (D) To schedule and assign work;
- (E) To establish work and productivity standards and, from time to time, to change those standards;
- (F) To determine the need for and to assign overtime;
- (G) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- (H) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- (I) To transfer, assign and evaluate employees;
- (J) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- (K) To change or eliminate existing methods, equipment or facilities;
- (L) To contract out for goods and services;
- (M) To establish, implement and maintain an effective internal control program;
- (N) To increase, reduce or change, modify or alter the composition of the work force and/or create temporary duty assignments, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;

- (O) To determine the overall budget; and
- (P) To carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

ARTICLE V: HOURS OF WORK AND OVERTIME

SECTION 5.1: APPLICATION OF ARTICLE

This Article is intended solely as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work or days of work for any period of time.

SECTION 5.2: NORMAL WORKDAY AND WORKWEEK

- (A) The normal workday for full-time bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours.
- (B) The normal work schedule for bargaining unit employees is 7:00 a.m. to 4:00 p.m., Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. The Employer may alter the scheduled hours of work for the employee assigned facilities maintenance and custodial duties pursuant to past practice.

SECTION 5.3: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one (1) during the first half of the work day and one (1) during the second half of the work day.
- (B) Employees shall be granted a one (1) hour unpaid lunch during the midpoint of each day.
- (C) Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be compensated at the appropriate rate of overtime.
- (D) Employees shall be entitled to a meal break with pay and meal reimbursement up to Eight Dollars and Fifty Cents (\$8.50), when called in for snow and ice control, main breaks or other declared emergencies during the following circumstances.
 - 1. working four (4) hours or more before or after normally scheduled work day;
 - 2. working four (4) or more hours on an unscheduled work day with a maximum of two (2) meal periods within twelve (12) hours on duty;
 - 3. additional meal periods may be granted at the discretion of the Department.

SECTION 5.4: OVERTIME COMPENSATION

Overtime shall be assigned as needed by the Director of Public Works or his designee. All overtime must be approved in advance by management.

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half (1-1/2) his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in SECTION 5.2 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 5.5: OVERTIME DISTRIBUTION

The Employer shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments unless a bona fide reason exists such as personal illness. The Employer agrees to the extent practical, it will distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall normally work the overtime. The Employer otherwise will offer voluntary overtime opportunities to employees on-call. The Employer will then offer overtime to volunteers on a rotating basis. The Employer shall furnish a list with employee's overtime hours each month. If an insufficient number of volunteers so respond, the Employer shall assign the overtime to the on-call employees. If additional employees are needed beyond the on-call employees, the Employer shall assign overtime to the employee with the least amount of overtime hours. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment. The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work other personnel on said overtime without violating the Agreement. Nothing in this Section 5.5 is intended to be construed by either party as a limitation on the employer's right to assign overtime or other work assignments as necessary based on operational needs.

The agreed upon changes to Section 5.5 (as reflected above) are applicable on a trial basis only during the period from the ratification date of the successor agreement and continuing only through April 30, 2017, unless extended thereafter by mutual agreement of the parties. If the Employer elects to exercise its right not to continue this procedure beyond 5/1/17, the Employer will notify and discuss the decision with the union, if requested.

SECTION 5.6: CALLBACK

A “callback” is defined as an official assignment of work determined and assigned by the Employer which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

SECTION 5.7: ON-CALL ASSIGNMENTS - PAGER PAY

Employees shall be assigned on-call duty on a rotating basis throughout the year. From April 1 through October 31 each year, there shall be no more than two (2) employees assigned on-call duty for a two (2) week period. From November 1 through March 31, there shall be no more than three (3) employees assigned on-call duty for a two (2) week period. Each employee so designated shall receive six (6) hours of pay at time and one and a half (1-1/2) the employee’s regular straight time, hourly rate of pay for his/her two week on-call duty period. Employees in on-call duty status are required to carry pager/cellular telephone provided by the Employer and report for duty at any time, upon receiving a directive to do so from the Employer. All employees shall continue to carry pagers provided by the Employer and respond to calls they receive from time to time for emergencies.

SECTION 5.8: NO PYRAMIDING

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

SECTION 5.9: 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.

SECTION 5.10: ADDITIONAL DUTY PAY

When an employee works in a higher classification for at least eight hours (8) in a work day, he shall be compensated at the commensurate step at the rate of pay for that classification for all hours worked.

ARTICLE VI: SENIORITY

SECTION 6.1: SENIORITY DEFINED

An employee’s seniority shall be the period of the employee’s most recent continuous regular employment with the Employer. Ties in seniority shall be resolved by alphabetical placement of the last names of the employees.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by a quit or voluntary resignation, a layoff of twelve (12) months, the failure to return from layoff within five (5) work days after recall, discharge for just cause, retirement, failure to return from a leave of absence, failure to return to work when fit for duty following medical leave, and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record but there shall be no credit for the time between periods of employment.

SECTION 6.3: SENIORITY LIST

On January 2nd of each year the Employer shall transmit to the Union a seniority list for the Department showing the seniority of each employee. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for six (6) months following the date of hire. During his/her probationary period, an employee must exhibit the ability to learn and handle the job/position for which he/she was hired. Should an employee fail to attain satisfactory job performance by the end of his/her probationary period, at the reasonable discretion of the Public Works Superintendent, the employee's probationary period may be extended for an additional period not to exceed six (6) months. Employees who are promoted within the bargaining unit shall serve an additional six (6) month review period. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

ARTICLE VII: LAYOFF AND RECALL

SECTION 7.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer, in its sole discretion, decides whether a layoff is necessary. The Employer will give the Union at least thirty (30) business days' notice of any layoffs, or more where practicable.

SECTION 7.2: GENERAL PROCEDURES

In the event of a layoff, employees other than mechanic shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, and part-time employees who perform covered work shall be laid off or terminated.

SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. In the event of a recall, the appropriate number of employees on the layoff list shall be recalled to a vacancy in their job classification in seniority order. An employee subject to recall must be fully qualified to perform the work to which they will be recalled with minimum training. Recall notice shall be sent via certified mail to the last known mailing address of the employee. Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall commencing upon the date of delivery of the recall notice. The employee must notify the Public Works Superintendent or his/her designee of his/her intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. The recalled employees shall report for work at the end of the notice period. After twelve (12) months on layoff, an employee shall lose his/her seniority.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Public Works Superintendent or his authorized designee with his/her current mailing address. An employee who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

ARTICLE VIII: DISCIPLINARY PROCEDURES

SECTION 8.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance one or more steps in the process may be skipped. Discipline commensurate with the offense shall be imposed for a more severe offense. Discipline shall include but not be exclusive of the following progressive steps of priority:

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

SECTION 8.2: RIGHT TO REPRESENTATION

The employee shall be allowed to have a Union Steward or business representative of the Union present during any investigatory interview(s). The Employer agrees to comply with current legal requirements for Union representation.

ARTICLE IX: GRIEVANCE PROCEDURE

SECTION 9.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of a written specific provision of this Agreement.

SECTION 9.2: PROCESSING OF GRIEVANCE

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

SECTION 9.3: GRIEVANCE STEPS

STEP ONE: SUPERVISOR:

The Union may submit a grievance in writing on a form agreed upon by the parties to the grievant's Supervisor within seven (7) business days of the event giving rise to the grievance or the day when the grievant, through normal diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the specific contract provision(s) allegedly violated and the relief requested. The Supervisor shall then attempt to adjust the matter and shall respond within seven (7) business days. Any resolution of a grievance on this step shall not have any precedent value with respect to future grievances.

STEP TWO: VILLAGE ENGINEER:

If the grievance remains unsettled at Step One, and the grievant desires to appeal the grievance, the Union may submit the grievance to the Director of Public Works within seven (7) business days of the response in Step One or when such response was due. The Village Engineer or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Engineer or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Engineer or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP THREE: VILLAGE ADMINISTRATOR:

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in Step Two or when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not

scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP FOUR: ARBITRATION:

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within seven (7) business days of the Step Two response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Illinois-based Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The Union shall strike the first name from the first list. 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.

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, 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 Federal Mediation and Conciliation Service shall control, except where specifically limited by this Article. The Arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issue not so submitted.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be agreed to by the 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 or to use the expedited arbitration procedures agreed to by the parties.

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 submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall address solely the issue(s) raised in the written statement of the grievance as to whether there has been a violation of this Agreement.

The award shall be consistent with applicable laws and rules and regulations of administrative bodies that have the force or effect of law. 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 Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 9.4: GRIEVANCE FORMS

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

SECTION 9.5: SETTLEMENTS AND TIME LIMITS

If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Village or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 9.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Public Works Superintendent to identify the Stewards.

ARTICLE X: HOLIDAYS

SECTION 10.1: GENERAL INFORMATION

Holidays Are:

- New Year's Day (January 1)
- Memorial Day (Observed)
- Independence Day (July 4)
- Labor Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Thanksgiving Friday (Day after Thanksgiving)
- Christmas Day (December 25)

SECTION 10.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. The Employer may change these observances for operational reasons.

SECTION 10.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Pursuant to SECTION 5.4: (B) of this Agreement, employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on a holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

SECTION 10.4: PERSONAL DAYS

Employees shall earn three (3) personal days each year (except as provided below). New hires shall receive a pro-rated personal day allotment. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day. A personal day may not be taken consecutively with another holiday or vacation time without the approval of the Director of Public Works or his designee.

ARTICLE XI: VACATIONS

SECTION 11.1: VACATION ACCRUAL

Vacation time accrues and is available for use on an employee’s anniversary date. Employees shall start to earn vacation allowance as of the date of hire. Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

| Vacation Available | Hours Earned/Pay Period | Service Time |
|--------------------|-------------------------|-------------------------|
| 10 Days | 3.08 | After 1 Year to 5 Years |
| 11 Days | 3.38 | 6 Years |
| 12 Days | 3.69 | 7 Years |
| 13 Days | 4.00 | 8 Years |
| 14 Days | 4.31 | 9 Years |
| 15 Days | 4.62 | 10 Years |
| 16 Days | 4.92 | 11 Years |
| 17 Days | 5.23 | 12 Years |
| 18 Days | 5.54 | 13 Years |
| 19 Days | 5.85 | 14 Years |
| 20 Days | 6.15 | 15 Years to 19 Years |
| 21 Days | 6.46 | 20 Years |
| 22 Days | 6.77 | 21 Years |
| 23 Days | 7.08 | 22 Years |
| 24 Days | 7.38 | 23 Years |
| 25 Days | 7.69 | 24 Years+ |

SECTION 11.2: VACATION USAGE

- (A) No more than two (2) employees may be absent at one time on vacation or on personal days unless approved by the Department Head (such approval shall not be unreasonably withheld).

- (B) New employees, upon satisfactory completion of six (6) months service with the Village may use the vacation benefits accrued during said six (6) months of service.
- (C) Vacation shall be paid on a forty (40) hour basis per week at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.
- (D) Subject to operating needs, vacation may be used in a minimum of two (2) hour or more increments.
- (E) Employees are not permitted to accrue/carryover more than Two Hundred Forty (240) hours of vacation.
- (F) Depending upon circumstances, a period of vacation may be restricted to two (2) weeks at any one period and, in certain cases, eligible vacation may be deferred to the following calendar year, with the approval of the Public Works Superintendent and Village Administrator.
- (G) The Employer may deny vacation days or personal day usage for operational reasons as in the past.

SECTION 11.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

ARTICLE XII: SICK LEAVE

SECTION 12.1: SICK LEAVE ACCRUAL

Employees shall accrue 3.69 hours sick leave during every (2) two week pay period. Any employee who has fraudulently used his/her sick leave will be subject to disciplinary action, up to and including, discharge. Sick leave pay is to be used for the specific purpose of covering time lost for any of the following reasons:

1. Any bona-fide personal illness which results in time away from work. Employees must present proof of illness and release to return to full duty when an absence from work extends to more than three (3) consecutive working days.
2. A serious illness of an immediate family member (defined for this purpose as the employee's spouse, child, parent, or in-laws) where it can be shown that the employee's absence from work is required.
3. Medical, dental or optical examinations.

Sick leave pay shall not be considered a right that an employee may use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above.

On separation in good standing an employee having a minimum of sixty (60) days and not more than One Hundred Nineteen (119) days of sick leave accrued, shall receive compensation equal to twenty (20%) of all days accrued at their current straight pay rate; an employee having a minimum of One Hundred Twenty (120) days to an unlimited maximum of sick leave accrued, shall receive compensation equal to forty (40%) percent of all days accrued at their current rate of pay.

SECTION 12.2: PENSION BENEFIT AT RETIREMENT

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

ARTICLE XIII: LEAVES OF ABSENCE

SECTION 13.1: BEREAVEMENT LEAVE

When death occurs in the immediate family of any bargaining unit employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this Article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or grandchildren, aunt or uncle.

SECTION 13.2: FAMILY AND MEDICAL LEAVE

Note: As of the time of execution of this successor contract, the Village employs fewer than 50 employees and therefore there are no employees who will meet the eligibility requirements to receive FMLA benefits. While we remain a covered employer, the determination about whether an employee is "eligible" for FMLA benefits will be determined at the time the leave will begin based on the facts presented at the time. Of course, even if an employee is not FMLA eligible, he or she may be eligible for time off under the Village's other leave policies and practices. Please plan accordingly and speak to the Village Administrator at (847) 234-0774, if you have questions or need further clarification.

Under the Family and Medical Leave Act ("FMLA"), a covered employee may take a leave for any of the following reasons:

- (A) The birth of a child or the care of a newborn;
- (B) To care for an adopted or foster child placed with the employee;
- (C) To care for an immediate family member (defined for this purpose as the employee's spouse, child, or parent) with a serious health condition; or
- (D) A serious health condition that makes the employee unable to perform the essential functions of his/her position.

All employees who have worked for the Village for at least twelve (12) months and have worked at least 1,250 hours over the twelve (12) month period prior to the date of the commencement of the leave are eligible for up to twelve (12) weeks of FMLA leave per fiscal year. An employee who has accrued time off benefits will be required to use all such time pursuant to the policies outlined herein as part of any FMLA leave requested. Any remaining leave time will be unpaid. The Village may require medical certification of health condition prior to the granting of such a leave. The Village will also require fitness for duty certification upon return to work from an FMLA leave for an employee who has been away on leave due to his/her own serious health condition. The Village will continue to provide group benefit coverage under the same terms offered to an employee who is not on leave; however, the employee will be required to pay the premiums necessary to maintain coverage.

SECTION 13.3: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay for days or portions thereof on which the employee must be present for such service. Paid time off will be equal to the employee's regular hourly rate minus any compensation the employee receives for jury duty, with the exception of mileage allowances. The employee shall present a certificate evidencing his/her service as a juror. Employees are expected to return to work directly after release from jury duty when possible (i.e., when jury duty does not last the entire day).

SECTION 13.4: MILITARY LEAVE

Military leave will be granted in accordance with applicable state and federal laws which govern full time employees who enter the military service of the United States.

ARTICLE XIV: HEALTH INSURANCE

SECTION 14.1: MEDICAL INSURANCE

Health insurance premium costs to the Employer are as follows beginning on the first payroll period following date of execution of this successor agreement by both parties through and including April 30, 2018:

Family: \$1920/month;

Employee plus One: \$1260/per month;

Single: \$630/per month.

Effective May 1, 2018, the health insurance premium costs to the Employer will not increase by more than five percent (5%) as established by the Midwest Operating Engineers' Fringe Benefit Fund. If the rates charged by this Fund are proposed to exceed this 5% cap, the Parties agree to re-open the contract for the purposes of negotiating in good faith about revisions to the wages and insurance premium costs paid by the Employer.

The Employer is responsible for the full cost of the employee premium costs reflected above. New employees will be covered on the first day following their hire.

SECTION 14.2: LIFE INSURANCE

Full-time employees will be provided with life insurance coverage and accidental death and dismemberment coverage under the terms of the current group life insurance program in force, provided, however, the Village retains the right to change carriers as it deems appropriate. The Village will assume the full cost of the employee's life insurance coverage from the date of eligibility onward. Life insurance ceases with termination of employment with the Village except as otherwise provided by law. The specific aspects of the life insurance coverage are contained in the respective carrier's group insurance certificate.

ARTICLE XV: EMPLOYEE TRAINING AND EDUCATION

SECTION 15.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate straight time or overtime rate for time spent (including transportation time) at all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. Employees shall be reimbursed for travel costs pursuant to the Employer's existing policy. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with past practice.

SECTION 15.2: LICENSES

The Employer shall reimburse all bargaining unit employees required to have any of the following licenses or certifications: CDL, ISA, Pesticide, ASE and Water Operator license. The cost of said license including renewals and any professional affiliation fees or endorsements the employee is required to obtain and maintain shall be reimbursed by the Employer.

SECTION 15.3: IUOE LOCAL 150 TRAINING SITE

Employees will be permitted to utilize the IUOE Local 150 training site at the discretion and direction of the Public Works Superintendent.

ARTICLE XVI: SAFETY

SECTION 16.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer and employees shall conduct themselves and perform work in a manner consistent with safe practices and shall comply with all safety laws applicable to Department operations.

SECTION 16.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their non-bargaining unit 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 working conditions modified.

SECTION 16.3: SAFETY INCENTIVE/ENTIRE BARGAINING UNIT

If all members of the bargaining unit do not have an avoidable accident within the previous calendar year, each bargaining unit member shall be granted one (1) additional day's pay at their current regular rate of pay, payable in January of each year.

ARTICLE XVII: LABOR-MANAGEMENT MEETINGS

SECTION 17.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one (1) week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

SECTION 17.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees during the workday. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVIII: SUBCONTRACTING

The Village maintains the right to contract out any work it deems appropriate. Upon deciding to subcontract beyond current practices and except in case of emergency, the Employer agrees to provide to the Union notice of the subcontracting and shall, upon timely request, meet and negotiate with the Union the anticipated impact of the subcontracting. Failure to timely request such meeting shall act as a waiver of the Union's right to meet and negotiate the anticipated impact of the subcontracting.

ARTICLE XIX: UNIFORMS AND EQUIPMENT

SECTION 19.1: UNIFORMS/BOOTS

The Employer shall provide uniforms pursuant to a quartermaster system and replacements thereof as needed. Each covered employee also will receive five (5) t-shirts purchased by the Village to be worn during working time. The Employer shall provide One Hundred Dollars (\$100.00) for each year of the contract for boot allowance; this amount will increase to \$125 effective July 1, 2017 and to \$150 effective July 1, 2018. Employer will provide reimbursement based upon receipt of documentation of boot purchase.

SECTION 19.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 19.3: PRESCRIPTION SAFETY GLASSES

The Employer shall provide Two Hundred Dollars (\$200.00) every other year for the purchase of prescription safety glasses. Employer will provide reimbursement based upon receipt of documentation of prescription safety glasses purchase.

ARTICLE XX: PERSONNEL RECORDS

SECTION 20.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review upon receipt of written request by the employee.

SECTION 20.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two (2) times per year in accordance with Village policies and procedures. An employee may obtain a copy of his/her record upon written request to the Village Administrator. Copies shall be provided, at no charge to the employee, within seven (7) business days.

SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records shall automatically be removed from an employee's file after three (3) years from occurrence, provided the conduct which led to the discipline has not recurred during that time period.

ARTICLE XXI: NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee based on race, sex, religion, creed, color disability, national origin, or Union membership.

ARTICLE XXII: NO STRIKE / NO LOCKOUT

SECTION 22.1: NO STRIKE

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in the deprivation of public services.

SECTION 22.2: CONSEQUENCES OF A STRIKE

- (A) Resumption of Operations and Union Liability. In the event of action prohibited by SECTION 22.1: above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
- (B) Discipline of Strikers. Any employee who violates the provisions of SECTION 22.1: above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act. An employee disciplined for violating this Article shall have no recourse to the grievance procedure except for the limited purpose of disputing the occurrence of a violation of this Article but not to challenge the amount or level of discipline imposed.
- (C) Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

SECTION 22.3: NO LOCKOUT

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

ARTICLE XXIII: AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights Article. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter

referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXIV: WAGES

SECTION 24.1: WAGE RATES

The hourly base wage rate for bargaining unit personnel shall be as set forth in Appendix A, attached hereto and made a part of this Agreement. The Appendix represents and includes the following wage increases for eligible employees:

Effective May 1, 2016 – 1.50%

Effective May 1, 2017 – 1.75%

Effective May 1, 2018 – 2.0%

SECTION 24.2: LONGEVITY STIPEND

Bargaining unit employees who have completed ten (10) years of service or more will receive a longevity stipend of \$25 per pay period which will be added to their base salary on their anniversary date.

ARTICLE XXV: FILLING OF VACANCIES

SECTION 25.1: POSTING

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

SECTION 25.2: FILLING OF VACANCIES

When a vacancy occurs in the bargaining unit other than for an entry level position, and the Employer determines that it will fill the vacancy, the Employer's decision on who shall fill the vacancy shall be based upon an applicant's satisfying the basic criteria for consideration such as, e.g., required license(s) and certifications as established by the Employer, and also upon the applicant having demonstrated the necessary skill and ability in performing the duties of the higher rated position as determined by the Employer through the use of reasonable discretion. The Village shall select the most qualified applicant for the vacancy. For purposes of this paragraph, the "most qualified applicant" shall be defined as the one who has the greater skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are equal, as determined by the Employer, between two applicants for a position, the Village agrees that, in filling the vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit, and an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

ARTICLE XXVI: DRUG AND ALCOHOL POLICY

The drug and alcohol policy in effect for all bargaining unit employees required to have a Commercial Driver’s License is made a part of this Agreement and is incorporated by reference. A copy is attached as Appendix B. Application of the policy by the Employer is subject to Article IX, Grievance Procedure.

ARTICLE XXVII: SAVINGS CLAUSE

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

ARTICLE XXVIII: TERMINATION

This Agreement shall be effective as of the first day of May 1, 2016, and shall remain in full force and effect until the 30th day April of 2019, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of December, 2016, in the Village of Lake Bluff.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,

James Sweeney
President-Business Manager

Deanna M. Distasio
Field Attorney

VILLAGE OF LAKE BLUFF

Attest: Village Clerk

Kathleen O’Hara
Village President

Dated: December 13, 2016

**VILLAGE OF LAKE BLUFF
PUBLIC WORKS**

APPENDIX A - WAGES

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| CONTRACT #5 WAGES | | | | 2080 | ANNUAL HOURS | | | | | | | | | | | | | | |
| EFFECTIVE MAY 1, 2016-APRIL 30, 2019 | | | | | | | | | | | | | | | | | | | |
| Annual Rate is calculated taking the hourly rate times 2080 hours. The hourly rate will be used for the payroll calculation. | | | | | | | | | | | | | | | | | | | |

May 1, 2016 - April 30, 2017

| Position (1.5%) | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|-----------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| MW 1 | \$23.16 \$48,172.80 | \$23.86 \$49,628.80 | \$24.56 \$51,084.80 | \$25.32 \$52,665.60 | \$26.08 \$54,246.40 | \$26.85 \$55,848.00 | \$27.68 \$57,574.40 | \$28.48 \$59,238.40 | \$29.35 \$61,048.00 |
| MW 2 | \$25.73 \$53,518.40 | \$26.48 \$55,078.40 | \$27.28 \$56,742.40 | \$28.12 \$58,489.60 | \$28.93 \$60,174.40 | \$29.81 \$62,004.80 | \$30.71 \$63,876.80 | \$31.63 \$65,790.40 | \$32.58 \$67,766.40 |
| Mechanic | \$27.57 \$57,345.60 | \$28.42 \$59,113.60 | \$29.26 \$60,860.80 | \$30.13 \$62,670.40 | \$31.05 \$64,584.00 | \$31.99 \$66,539.20 | \$32.94 \$68,515.20 | \$33.92 \$70,553.60 | \$34.95 \$72,696.00 |

May 1, 2017 - April 30, 2018

| Position (1.75%) | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| MW 1 | \$23.57 \$49,025.60 | \$24.28 \$50,502.40 | \$24.99 \$51,979.20 | \$25.76 \$53,580.80 | \$26.54 \$55,203.20 | \$27.32 \$56,825.60 | \$28.16 \$58,572.80 | \$28.98 \$60,278.40 | \$29.86 \$62,108.80 |
| MW 2 | \$26.18 \$54,454.40 | \$26.94 \$56,035.20 | \$27.76 \$57,740.80 | \$28.61 \$59,508.80 | \$29.44 \$61,235.20 | \$30.33 \$63,086.40 | \$31.25 \$65,000.00 | \$32.18 \$66,934.40 | \$33.15 \$68,952.00 |
| Mechanic | \$28.05 \$58,344.00 | \$28.92 \$60,153.60 | \$29.77 \$61,921.60 | \$30.66 \$63,772.80 | \$31.59 \$65,707.20 | \$32.55 \$67,704.00 | \$33.52 \$69,721.60 | \$34.51 \$71,780.80 | \$35.56 \$73,964.80 |

May 1, 2018 - April 30, 2019

| Position (2.00%) | Start | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| MW 1 | \$24.04 \$50,003.20 | \$24.77 \$51,521.60 | \$25.49 \$53,019.20 | \$26.28 \$54,662.40 | \$27.07 \$56,305.60 | \$27.87 \$57,969.60 | \$28.72 \$59,737.60 | \$29.56 \$61,484.80 | \$30.46 \$63,356.80 |
| MW 2 | \$26.70 \$55,536.00 | \$27.48 \$57,158.40 | \$28.32 \$58,905.60 | \$29.18 \$60,694.40 | \$30.03 \$62,462.40 | \$30.94 \$64,355.20 | \$31.88 \$66,310.40 | \$32.82 \$68,265.60 | \$33.81 \$70,324.80 |
| Mechanic | \$28.61 \$59,508.80 | \$29.50 \$61,360.00 | \$30.37 \$63,169.60 | \$31.27 \$65,041.60 | \$32.22 \$67,017.60 | \$33.20 \$69,056.00 | \$34.19 \$71,115.20 | \$35.20 \$73,216.00 | \$36.27 \$75,441.60 |

APPENDIX B

DRUG AND ALCOHOL POLICY

14.1 Purpose

The Village recognizes that drug and alcohol abuse are pervasive in our society. The Village further recognizes that the workplace is not exempt from the use or abuse of such substances. The use and misuse of alcohol and drugs by Village employees is contrary to a drug and alcohol free workforce and workplace. The use of these substances not only threatens the health of the user, but also increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, degradation of trust in the Village to effectively service its citizens, and related problems in the workplace. For these and other reasons, the Village is committed to creating and maintaining a workplace free of drugs and alcohol. All employees are required to abide by the rules in this policy as a condition of their employment with the Village.

This policy is intended to target and rectify current abuse. The Village will not discriminate against persons who have abused alcohol or drugs in the past and will give the same consideration to persons with diagnosed chemical dependencies as to employees with other diseases, as required by federal and/or state law. Moreover, the Village recognizes that substance abuse is a medical problem that can be successfully treated. Early detection and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced work, personal, and social disruption. The Village therefore encourages employees who believe that they have a drug or alcohol problem to seek the assistance of its Employee Assistance Program as described below.

To assist employees to understand and to avoid the perils of drug and alcohol abuse, the Village is involved in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. Through this policy and related efforts, the Village will attempt to inform employees about the dangers of alcohol and drug abuse, the Village's Alcohol and Drug Policy, the availability of treatment and counseling for employees who voluntarily seek such assistance, and the sanctions that the Village will impose for violations of this policy.

14.2 Prohibited Activities

The following actions are prohibited:

- a) Having alcohol or drugs in one's system during working hours, during breaks or meal periods, while performing assigned duties, while on Village property, on Village business, or in Village vehicles or equipment, or while on-call for duty;
- b) Being impaired by or under the influence of alcohol or drugs during working hours, during breaks or meal periods, while performing assigned duties, while on Village property, on Village business, or in Village vehicles or equipment, or while on-call for duty;
- c) Using, consuming, storing, manufacturing, distributing, dispensing, selling, purchasing, or possessing alcohol or drugs during working hours, during breaks or meal periods, while performing assigned duties, while on Village premises, on Village business, or in Village

vehicles or equipment, or while on-call for duty, except sworn Police personnel for the purpose of collecting, storing, and transporting evidence;

- d) Tampering with, adulterating, or substituting a test specimen or causing another person to tamper with, adulterate, or substitute a test specimen; and
- e) Failing or refusing to submit to testing according to the procedures outlined in this policy, failing to cooperate in the testing process, including any refusal to sign any required form consenting to testing and to the release of test results to the Village, or failing to follow any prescribed course of treatment.

There are certain limited occasions when alcohol may be served on Village property. An employee may consume alcohol on Village property on these limited occasions if the employee is not working, on a break or meal period, performing assigned duties, on Village business, in Village vehicles or equipment, or on-call for duty.

All employees are governed by these requirements and should be aware that violations will result in disciplinary action, up to and including termination, even for a first offense. For any employee covered by a collective bargaining agreement between a union and the Village, any discharge for violation of this policy shall be considered a termination for just cause without the need for any prior warning.

Unless otherwise prohibited by law, the Village reserves the right to search the person, vehicle, and/or personal property of employees for contraband (including, but not limited to, alcohol, drugs, and drug paraphernalia) while on duty or on Village property. Unless otherwise prohibited by law, the Village also reserves the right to search all Village property (including, but not limited to, employee offices, desks, and lockers) for such contraband. Employees who fail to submit to or cooperate fully in such searches will be subject to disciplinary action, up to and including termination.

14.3 Use of Medication

Use of medication administered, prescribed by, or under the supervision of a physician and according to the prescribing physician's lawful directions or non-prescription medication in conformity with the manufacturer's specified dosage is not prohibited by this policy. However, an employee taking medication must notify his/her supervisor of any known side effects that might affect the employee's job performance or ability to perform his/her job duties. In addition, if the employee drives a vehicle or operates equipment in connection with his/her job, the employee's physician must have advised the employee that the medication will not affect the employee's ability to safely operate a motor vehicle or equipment, or otherwise function in his/her position. If required by the Village, the employee must produce written evidence that any prescription medication has been lawfully prescribed by a physician, as well as information from the physician concerning any potential side effects of the medication.

To avoid being disciplined for having a positive test result, an employee must notify the Village of his/her use of prescription or non-prescription medication before any laboratory test is performed on the employee's specimen and the positive test result must be consistent with the

ingredients of such medication. The wrongful use or sale of prescription or non-prescription medication is a violation of this policy.

14.4 Definitions

Alcohol - Any distilled spirits, wine, malt beverages or other intoxicating liquors.

Criminal Drug Statute - A criminal statute involving the manufacture, distribution, sale, dispensation, use, or possession of any controlled substance.

Drug - Any non-prescribed controlled substance that the employee is not authorized to possess or consume by law including, but not limited to, cocaine, heroin, marijuana (cannabis), hallucinogens, amphetamines, phencyclidine (PCP), opiates, methadone, ecstasy, or barbiturates. Drug also means any controlled substance, the possession, sale or consumption of which is prohibited by federal and/or state law, including the federal Controlled Substances Act, the Illinois Controlled Substances Act, and the Illinois Cannabis Control Act. This term includes prescription or non-prescription medications which are wrongfully used or sold, as well as illegal drugs.

Drug/Alcohol Test - Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.

Positive Test Result - A test performed:

- a) On a specimen provided by the employee that measured an ethyl alcohol concentration of .02 or more; or
- b) On a specimen provided by the employee that detected an amount of a drug at a level set in accordance with the test manufacturer's standards.

Reasonable Suspicion - An articulable belief based on specific, objective and articulable facts and observations, as well as reasonable inferences drawn from those facts and observations, that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is otherwise violating this policy. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:

- i. unusual or erratic behavior;
- ii. a noticeable change in work performance;
- iii. direct observation of drug or alcohol use;
- iv. the presence of physical symptoms of drug or alcohol use (glassy or bloodshot eyes, slurred speech, poor coordination, or the odor of an alcoholic beverage on or about the person or breath of the employee); or
- v. a work-related accident caused by the employee.

14.5 Drug and Alcohol Testing

The Village reserves the right to require employees to submit to drug and/or alcohol testing as a condition of continued employment. Drug and/or alcohol testing may be conducted under any one or more of the following conditions:

Pre-Employment/Promotion/Job Assignment Change

Any applicant or employee may be required to submit to a drug test as a condition of initial employment, being rehired, the promotional process, or during a change in job assignment.

Pre-employment testing will be performed only on applicants who have received a conditional offer of employment from the Village. Failure to pass a drug test will result in termination of the hiring process.

Reasonable Suspicion Testing

If a supervisor has a reasonable suspicion to believe that an employee is violating any of the provisions set forth in this policy, he/she shall inform a person of equal or higher level of authority within the same department, the Assistant Village Administrator, or the Village Administrator. These two (2) individuals will review the facts of the suspicion and determine whether the employee will be required to submit to drug and/or alcohol testing. If these two (2) individuals determine that testing is required, the supervisor will provide the employee with a written order requiring him/her to submit to drug and/or alcohol testing. The order will state the specific facts and inferences leading to the reasonable suspicion to order the test. The employee shall complete the test requested by the supervisor within one (1) hour of issuance of the order, unless the test cannot be completed within that time period due to no fault of the employee. The supervisor shall arrange for transportation to the testing facility and to the employee's home once the test has been completed or shall ensure that the employee has arranged for his/her own transportation. Any employee who is required to submit to a reasonable suspicion test will not be permitted to return to work until the test result is received by the Village. The employee will be paid for time lost if the test result is negative.

Post-Accident Testing

Any employee may be required to submit to drug or alcohol testing whenever the employee is involved in or responsible for a work-related accident that result in personal injury to the employee or to any other person, requires the employee or any other person to seek medical attention, or causes damage to property. Any employee who is required to submit to a post-accident test will not be permitted to return to work until the test result is received by the Village. The employee will be paid for time lost if the test result is negative.

Return-to-Duty Testing

Any employee returning to active duty following a positive drug or alcohol test, a refusal to test, or another violation of this policy may be required to submit to a return-to-duty drug or alcohol test. The employee will not be allowed to return to work until a negative test result is received by the Village.

If an employee returns to work following a positive drug or alcohol test, a refusal to test, or another violation of this policy, the employee may also be required to submit to follow-up drug or alcohol testing for a specified period of time designated by the Village. This follow-up testing shall not extend for a period longer than twenty-four (24) months.

CDL/Random Testing

Any employee who is required to possess a valid commercial's driver's license as a condition of employment will be subject to random drug testing requirements pursuant to the applicable laws.

14.6 Testing Procedures

An employee will first undergo an initial drug and/or alcohol test. In the event of a positive test result, a confirmatory drug and/or alcohol test will be conducted. A drug test result will be reported to the Village's Medical Review Officer (MRO) as positive only if both the initial screening and the confirmatory test are positive for a particular drug. An alcohol test will be reported as positive only if both the initial screening and confirmatory test show an alcohol concentration of 0.02 or greater. All tests will be paid for by the Village and will be conducted by qualified personnel. Specimens will be used only to test for drugs and/or alcohol and for no other purpose.

14.7 Test Results

Drug Test Results

The MRO will review and interpret all confirmed positive test results to determine if there could be an alternative medical reason for the positive test result and to ensure that the chain of custody is complete and sufficient. The MRO will interview the employee (or make a good faith effort to do so) and examine his/her medical history, including his/her current prescriptions. The MRO will give the employee an opportunity to discuss the results and provide documentation of legally prescribed medication. If the employee provides adequate documentation and the MRO determines that there is a legitimate medical explanation for the prohibited drug found in the employee's system, the drug test will be reported to the Village as negative. However, if there is no legitimate, alternative medical reason for the positive test, the MRO will send the positive test result to the Assistant Village Administrator, who will maintain it in a secure location with controlled access.

The MRO will advise the employee that he/she may have the additional sample tested by a NIDA-certified clinical laboratory or hospital facility of the employee's own choosing (at the employee's own expense), provided the employee notifies the MRO in writing within seventy-two (72) hours of receiving the results of the first test. If the independent retest is negative, the employee will be allowed to return to work, will be compensated for the time lost, and will be reimbursed for the cost of the independent test.

Alcohol Test Results

The test results will be provided by the testing facility to the Assistant Village Administrator, who will maintain them in a secure location with controlled access.

Confidentiality

The Village will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. No test results or information related to the results will be released to any person except on a need-to-know basis or as required by law, without the written consent of the employee tested. The Village will, however, inform the police of trafficking in illegal drugs by employees, and will turn over any illegal drugs confiscated on Village property to the police.

14.8 Discipline

Positive Test Results

When an employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to disciplinary action, up to and including termination, even for a first offense. The employee may also be required to undergo a drug and/or alcohol evaluation by a properly certified and credentialed Substance Abuse Professional (SAP). If the SAP concludes that the employee has a drug and/or alcohol problem, the employee may be required to follow any recommendations for rehabilitation or treatment prescribed by the SAP. The employee may also be required to consent in writing to the disclosure by the SAP of all information relating to his/her evaluation and all information relating to the employee's rehabilitation or treatment, including any perceived dangers in connection with the employee's continued performance of his/her job, whether the employee is complying with and/or has successfully completed his/her rehabilitation or treatment, and the ongoing requirements of the rehabilitation or treatment. Any refusal or failure to comply with the SAP's recommendations will subject the employee to immediate termination. However, complying with any prescribed counseling or treatment does not create any right to return to duty, it is merely a condition to such return. The costs for any evaluation and/or rehabilitation or treatment shall be paid by the employee unless covered by the employee's insurance plan.

Refusal to Provide a Specimen

An employee has a right to refuse to submit to a drug or alcohol test. However, an employee who refuses to provide a specimen for testing when requested by the Village shall be subject to disciplinary action, up to and including termination, even for a first offense. If an employee is physically unable to provide a urine specimen, the Village may request a blood specimen for testing.

Tampering With or Substitution of a Specimen

Intentionally tampering with, adulterating, or substituting a test specimen, or causing another person to tamper with, adulterate, or substitute a specimen, whether the employee's own specimen or another employee's specimen shall result in disciplinary action, up to and including termination, even for a first offense. Any specimen that is deemed adulterated, diluted, or otherwise appears tampered with, by the collection agent, will result in an employee being requested to immediately give a second specimen at the direction of the collection agent. If the second specimen is invalid, it will be treated as a positive test result.

Drug-Related Felony Conviction

The conviction of an employee for any violation of a criminal drug statute occurring in the workplace shall constitute cause for disciplinary action, up to and including termination, even for a first offense. Such convictions must be reported to the employee's supervisor within five (5) calendar days of the conviction. In deciding appropriate disciplinary action, the Village will consider the nature of the charges, the sentence, the employee's job assignment, the employee's record with the Village, any adverse impact of the employee's conviction on the public's trust in the ability of the Village to carry out its responsibility, and any other relevant factors.

14.9 Employee Assistance Program

The Village's Employee Assistance Program (EAP) is available to employees who desire to seek help for an alcohol or drug problem. Employees are encouraged to voluntarily seek assistance before they are found in violation of this policy. Voluntary requests for help will be kept confidential in accordance with federal and/or state law.

Any employee voluntarily seeking assistance for a problem involving drug or alcohol use may avail himself/herself of the EAP's services once during the employee's tenure. The employee must pay all of the expenses associated with his/her evaluation, counseling, and treatment that are not covered by the employee's insurance plan.

An employee will not be subject to disciplinary action for voluntarily coming forward for help. However, an employee will not escape discipline by requesting such assistance after being required to take an alcohol and/or drug test or violating Village policies. Moreover, if an employee continues to work while seeking assistance from the EAP, the employee must continue to meet all established standards of conduct and job performance set by the Village. In addition, once an employee has violated this or other Village policies, compliance with a prescribed treatment will not guarantee an employee a right of reemployment.

