

AGREEMENT

between

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150

AND

VILLAGE OF TINLEY PARK

May 1, 2010 through April 30, 2014

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits and working conditions, to provide efficient and professional customer service to the residents of the Village of Tinley Park, to ensure responsible, effective and reliable operations in the Public Works Department, 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 by and between the Village of Tinley Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

## **ARTICLE I** **RECOGNITION**

### **SECTION 1.1: RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

All full time and regular part time employees in the following job titles/classifications: Seasonal II, Maintenance Worker, Mechanic, Maintenance, and Tool Inventory Attendant.

Excluded: All other employees of the Village including all confidential, managerial, supervisory, professional, short-term, security and craft employees as defined by the Illinois Public Labor Relations Act.

All Seasonal IIs are recognized to be part time employees and subject to the requirements of the job description for the Seasonal II position.

### **SECTION 1.2: NEW CLASSIFICATIONS**

The Village 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.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition with the Illinois State Labor Relations Board. The Village and the Union shall agree to the rate of pay for the new classification prior to any employee being assigned to it. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

## **ARTICLE II** **UNION RIGHTS**

### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

It is to the benefit of the parties that issues of concern be discussed prior to entering into the formal grievance procedure. Discussions between bargaining unit employees and Stewards, with or without supervision, may be conducted during working time, provided that the discussions do not interfere with any employee's assignments or duties. The Union shall not engage in Union activities on Village time or its property which will interfere with the employees' assignments or duties.

Authorized agents of the Union shall have reasonable access, with prior notice to the Director of Public Works, to the Employer's Public Works Facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Village's activities.

### **SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall, with the prior approval of the Director of Public Works, which approval shall not be unreasonably denied, be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives at least two weeks prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off other than sick leave or disability leave (Personal, Vacation Days) in lieu of the employee taking such without pay.

### **SECTION 2.3: UNION BULLETIN BOARDS**

The Village shall provide the Union with space for a bulletin board at the following work locations in the Public Works Facility:

- 1) garage area; and
- 2) lunch room.

The boards or space shall be for the sole and exclusive use of the Union. Such postings shall not be political or inflammatory, nor shall they disparage or insult any person or the Village, or be obscene, vulgar or unprofessional. The Director of Public Works may remove any posting that fails to comply with this requirement. A courtesy copy of the posting shall be given to the Director of Public Works.

### **SECTION 2.4: UNION STEWARDS**

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to four (4) Stewards and will provide written notice to the Village Manager to identify the Stewards.

## **ARTICLE III**

### **UNION DUES/FAIR SHARE CHECKOFF**

### **SECTION 3.1: DEDUCTIONS**

The Village agrees to deduct Union membership dues twice each month from the pay of those employees who are Union members and who have on file with the Village a voluntary checkoff authorization. The Union shall certify the current amount of Union deductions for each employee.

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 monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

If an employee has no compensation due for a given pay period, the Village shall inform the Union of this fact and shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

### **SECTION 3.2: FAIR SHARE**

Pursuant to the Illinois Public 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 Public Labor Relations Act, shall be deducted by the Village from the earnings of the non-member employee each pay period. The fair share payment shall not exceed the amount charged for union dues.

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

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Union shall be required to pay an amount equal to the fair share of Union dues to a non-religious charitable organization mutually agreed upon by the Union and Village as defined and set forth in the Illinois Public Labor Relations Act.

### **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: UNION INDEMNIFICATION**

The Union shall indemnify, defend and hold the Village harmless against any and all claims, demands, and suits that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

## **ARTICLE IV**

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

### **SECTION 4.1: WORKDAY/WORKWEEK**

- (A) The normal workday for bargaining unit employees is eight and one-half (8.5) consecutive hours, and the normal workweek is five (5) days, Monday through Friday.
- (B) The normal work day for bargaining unit employees is from 7:00 a.m. to 3:30 p.m., Monday through Friday. Additional or different shifts may be established by the Village from time to time upon consultation with the Union, with a starting time between 6:00 a.m. and 8:00 a.m. and the end time to be eight and one-half (8.5) hours after the designated start time.

#### **SECTION 4.2: LUNCH PERIOD/REST PERIOD**

The normal unpaid lunch period shall be from 12:00 noon to 12:30 p.m. Lunch may be taken at other times upon request, provided that it does not interfere with the employee's duties, or at the supervisor's direction. Employees shall not be required to punch in and out for lunch. Employees may use a village vehicle to get lunch if the employee stays within Village limits, with the permission of their immediate supervisor, which permission shall not be unreasonably denied. If an employee works through lunch, he/she shall be paid for all such time worked at the appropriate rate of pay. Employees shall receive two fifteen (15) minute paid breaks, one during the first half of the shift and the second during the second half of the shift. Lunch and rest periods shall be uninterrupted, or shall be extended / rearranged if interrupted, or upon agreement of the employee and the supervisor the employee may be allowed to leave work early. Employees shall be allowed sufficient clean up time prior to lunch.

#### **SECTION 4.3: OVERTIME COMPENSATION**

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

- (A) Except as otherwise set forth in this Agreement, a bargaining unit employee shall be paid at one and one-half (1 ½) his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a workweek. A workweek is hereby defined as the seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday. The regular rate of pay is hereby defined as the employee's annual salary amount as set forth in Section 24.1 of this Agreement divided by 2080. Wages and/or benefits shall not be paid more than once for the same hours under any provision of this Agreement.
- (B) For purposes of this Section, "hours worked" shall include those hours for which the employee actively performs services for the Village, plus

vacation time, compensatory time and personal time, and shall not include any sick or disability leave.

- (C) Overtime shall be compensated in compensatory time at the rate of one and one half hours of compensatory time for each hour of overtime worked. Employees may not accrue more than sixty (60) hours of compensatory time. Employees may use compensatory time in increments of two (2) hours, or different increments if approved in advance by the Supervisor.

#### **SECTION 4.4: OVERTIME REST PERIOD**

Employees who are required to work more than twelve (12) consecutive hours in any one day shall be allowed an eight (8) hour rest period at the end of their work requirement, except in emergency situations. If the eight (8) hour rest period extends into the employee's normal work day, the employee may take the full rest period and shall be paid starting at his normal shift start time.

#### **SECTION 4.5: OVERTIME ASSIGNMENT**

- (A) Scheduled overtime will be distributed from a rotating list maintained by the Village that is initially based on seniority. All full time members of the bargaining unit will be placed on the list and will be eligible for scheduled overtime based on their qualifications to perform the necessary overtime work. When scheduled overtime arises, the Village will offer the overtime to the first qualified person on the list, and continue down the list until the need for overtime is filled. The next time scheduled overtime arises, the Village shall start at the place on the list where it last left off. If an employee fails to respond to an offer of scheduled overtime, or rejects the offer of overtime, he or she shall be passed over and the Village will go to the next qualified person on the list, and the person not responding to or rejecting the offer of overtime will move to the bottom of the list. Employees who work offered overtime will be moved to the bottom of the list. In the event that the need for overtime is not filled after going through the entire list once, the Village may utilize Seasonal II employees or other part time or temporary employees for the needed overtime. If no Seasonal II employees or other part time or temporary employees are available, the Village shall order qualified employees to fill the overtime based on inverse seniority. The Village may, in its discretion, assign employees to overtime assignments for training purposes without following the list. Violations of this paragraph shall be subject to the grievance procedure, except the parties agree that there shall be no monetary remedy for a proven violation, but rather the sole remedy shall

be that the grieving employee shall be the first one offered the next available scheduled overtime that he or she is qualified to perform.

- (B) Employees working may be held over on overtime as determined necessary by the Village. Unscheduled overtime, other than holdover overtime, shall be offered first to the employees assigned to standby duty per Section 4.7. The Public Works Director, or his designee, shall determine whether more or additional employees beyond those on standby are required to perform any unscheduled overtime. If it is so determined, the unscheduled overtime will be distributed from a rotating list maintained by the Village that is initially based on seniority. All full time members of the bargaining unit will be placed on the list and will be eligible for unscheduled overtime based on their qualifications to perform the necessary overtime work. When unscheduled overtime beyond the ability of the employees on standby is determined to be necessary by the Public Works Director or his designee, the Village will offer the overtime to the first qualified person on the list, and continue down the list until the need for overtime is filled. The next time unscheduled overtime beyond the ability of the employees on standby arises, the Village shall start at the place on the list where it last left off. If an employee fails to respond to an offer of unscheduled overtime, or rejects the offer of overtime, he or she shall be passed over and the Village will go to the next qualified person on the list, and the person not responding to or rejecting the offer of overtime will move to the bottom of the list. Employees who work offered overtime will be moved to the bottom of the list. In the event that the need for overtime is not filled after going through the entire list once, the Village may utilize Seasonal II employees or other part time or temporary employees for the needed overtime. If no Seasonal II employees or other part time or temporary employees are available, the Village shall order qualified employees to fill the overtime based on inverse seniority. The Village may, in its discretion, assign employees to overtime assignments for training purposes without following the list. Violations of this paragraph shall be subject to the grievance procedure, except the parties agree that there shall be no monetary remedy for a proven violation, but rather the sole remedy shall be that the grieving employee shall be the first one offered the next available scheduled overtime that he or she is qualified to perform.
- (C) Snow removal operations and overtime will be scheduled and conducted per the current Snow and Ice Control Program.

#### **SECTION 4.6: CALLBACK**

Callback pay is defined as compensation received for non-scheduled work during off duty periods, where the employee is required to return to work after being dismissed



for the day. When an employee is called back for duty, he or she shall receive two (2) hour minimum guarantee at the appropriate rate, or be paid for the actual number of hours worked, whichever is greater. Multiple calls or tasks within the same two (2) hour period will not be paid for more than once.

**SECTION 4.7: STANDBY**

One employee shall be assigned to standby duty for streets and utilities, and one employee shall be assigned to standby for electrical. Assignment shall be from a list established at the beginning of each calendar year composed of the names of qualified employees who wish to be assigned standby duty. The Village shall assign employees from this list on a weekly rotating basis. The employee in streets and utilities shall perform such duties as are assigned by the Village on Saturday and Sunday and shall receive five (5) hours of overtime per day for doing so. The employee assigned to electrical shall perform such duties as are assigned by the Village on Saturday and Sunday and shall receive two (2) hours of overtime per day for doing so.

**ARTICLE V**  
**SENIORITY**

**SECTION 5.1: DEFINITION**

For the purpose of this Agreement, seniority for full time employees shall be defined as an employee's length of full time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire (i.e. start date and time). Seniority for Seasonal II employees shall be defined as their length of service in the Seasonal II position. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person commences employment on the same day, seniority preference will be established by their placement on the eligibility list at the time of hire.

**SECTION 5.2: BREAKS IN SERVICE**

An Employee's seniority and service record shall be broken by:

- (A) Voluntary resignation; or
- (B) Discharge for just cause for non-probationary employees (no just cause for probationary employees); or
- (C) Retirement; or
- (D) The employee is laid off for a period of twenty-four (24) months, or length of seniority whichever occurs first; or

- (E) The employee is laid off and fails to report to the Village of his intention to return to work within seven (7) calendar days after recall and to report for duty within two weeks after recall.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record.

### **SECTION 5.3: SENIORITY LIST**

On or about May 1 of each year, the Village will post a seniority list of all full time employees in the bargaining unit, and a separate list for Seasonal IIs, setting forth each employee's seniority date. The Village shall provide copies of the lists to all Union stewards. 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 twenty (20) business days after the Union's receipt of the list.

### **SECTION 5.4: PROBATIONARY PERIOD**

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. Probationary employees may be disciplined or discharged with or without cause and with or without notice.

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

## **ARTICLE VI** **FILLING OF VACANCIES**

### **SECTION 6.1: POSTING**

New job classifications may be established by the Village, pursuant to the Rules and Regulations of the Civil Service Commission of the Village of Tinley Park. Eligible employees who wish to apply for such positions may do so. Promotions, when determined to be necessary by the Village, shall be made pursuant to the Rules and Regulations of the Civil Service Commission of the Village of Tinley Park.

## **ARTICLE VII**

## **LAYOFF AND RECALL**

### **SECTION 7.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month unless such notice is impossible.

### **SECTION 7.2: LAYOFF PROCEDURE**

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any full time bargaining unit employee(s), all seasonal, temporary, probationary or part-time employees in the affected classification shall be laid off. Seasonal IIs shall be laid off in order of inverse seniority within their classification before any full time bargaining unit member is laid off.

When the least senior employee(s) in an affected classification is laid off, that employee will have the opportunity to displace any less-senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

### **SECTION 7.3: RECALL**

Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Village within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination to determine current fitness to perform work.

## **ARTICLE VIII** **DISCIPLINARY PROCEDURES**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed on non-probationary employees only for just cause. The ordinary progression of discipline would include the steps set forth below. The parties also

recognize, however, that the discipline administered should reflect the seriousness of the offense and therefore no employee is guaranteed only minor discipline for a first offense. Progressive discipline normally includes the following steps:

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

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain authority over the employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish any such authority. Disciplinary action in excess of a suspension of five (5) days shall be taken pursuant to the Civil Service Rules. Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. All employees are hereby informed of their right to Union representation in any meeting which they reasonably believe may lead to discipline.

## **ARTICLE IX** **GRIEVANCE PROCEDURE**

### **SECTION 9.1: DEFINITION**

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of this Agreement. No matter that is subject to the jurisdiction of the Civil Service Commission shall be subject to the grievance procedure.

### **SECTION 9.2: PROCESSING OF GRIEVANCE**

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. 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: FOREMAN**

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's immediate supervisor within ten (10) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

#### **STEP TWO: SUPERINTENDENT**

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the appropriate Division Superintendent within ten (10) business days of the Step One response.

The Superintendent shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Superintendent shall submit a written response within ten (10) business days of the conference.

#### **STEP THREE: DIRECTOR OF PUBLIC WORKS**

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Director of Public Works within ten (10) business days of the Step Two response. The Director shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference.

#### **STEP FOUR: VILLAGE MANAGER**

If the grievance remains unsettled after the response in Step Three, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Three response. The Manager, or his or her designee, shall schedule a conference within fifteen (15) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference.

#### **STEP FIVE: ARBITRATION**

If the grievance remains unsettled after the response in Step Four, the Union may refer the grievance to arbitration within twenty (20) business days of the Step Four response. The parties shall attempt to agree upon an arbitrator within ten (10) business days of the Village's receipt of the referral to arbitration. If the parties are unable to agree upon an arbitrator, the Union shall request a

panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or another mutually agreed upon service. 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.

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 and representatives.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add or 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 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 of the American Arbitration Association.

The decision and award of the arbitration shall be 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.

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 such expenses of the other party initially ordering such record, minus the costs of copying such.

#### **SECTION 9.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union and attached as Appendix A. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), 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 or the Union representative who filed the grievance. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

**SECTION 9.5: TIME LIMITS**

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, shall be strictly applied but may be waived or extended by agreement between the Village and the Union. If the Union fails to advance a grievance within the time frames set forth above, the grievance will be considered withdrawn and the Village shall have no further obligation to process or arbitrate it. If the Village fails to answer a grievance within the time frames set forth above, the grievance will be considered denied based on the Village’s last answer at the prior step.

**SECTION 9.6: PAID TIME**

The grievant(s) and one Union Steward shall be paid for time spent in grievance meetings that are scheduled during work time.

**ARTICLE X**  
**HOLIDAYS AND PERSONAL DAYS**

**SECTION 10.1: GENERAL INFORMATION**

All full-time employees shall receive the following eleven (11) paid holidays:

- |                          |                         |
|--------------------------|-------------------------|
| New Year’s Eve (1/2 day) | Thanksgiving Day        |
| New Year's Day           | Day After Thanksgiving  |
| Good Friday              | Christmas Eve (1/2 day) |
| Memorial Day             | Christmas Day           |
| Independence Day         | President’s Day         |
| Labor Day                |                         |
| Martin Luther King Day   |                         |

**SECTION 10.2: SPECIFIC APPLICATIONS**

- (A) 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.
- (B) To be eligible for holiday pay, employees must work their full scheduled day prior to the holiday and their full regularly scheduled day after the holiday, unless on approved vacation leave. If absent either or both of these days due to claimed illness, the Village may require acceptable written verification signed by a doctor as proof of such illness.

**SECTION 10.3: HOLIDAY PAY**

Any employee who is required to work on a holiday as defined above shall be paid time and one half for all hours so worked in addition to holiday pay.

**SECTION 10.4: PERSONAL DAYS**

Each full time employee shall receive two personal days each fiscal year.

**SECTION 10.5: SICK LEAVE INCENTIVE DAY**

Full time employees who have had not called off sick in the previous calendar year shall receive one (1) additional personal day (referred to as an “Administrative Day”) which shall be awarded January 1.

**ARTICLE XI**  
**VACATIONS**

**SECTION 11.1: VACATION ACCRUAL**

Full time bargaining unit employees shall earn vacation as follows:

Years of Service	Vacation earned
After 1 year	Five (5) days
At 2 years, but less than 7 years	Ten (10) days
At 7 years, but less than 11 years	Fifteen (15) days
At 11 years, but less than 15 years	Twenty (20) days
15 or more years	Twenty-five (25) days

The employee's anniversary date of full time employment shall be the basis of determining the number of completed years and months of service.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

**SECTION 11.2: VACATION USAGE**

**Full Time Employees:**



Vacation time is available for use by the employee after it has been earned. Vacation days may not be taken in less than half day increments. Upon termination of employment, the employee will receive pay for any unused, earned and/or accrued vacation time.

All vacation time must be taken prior to the employee's anniversary date. Vacation carry-over, not to exceed five (5) days, is permitted with the prior approval of the Village Manager. Vacation carry-over will be allowed for any days that the Village prohibited an employee from taking vacation.

Employees may not take more than two (2) consecutive weeks of vacation.

Whenever a paid holiday falls during an authorized vacation leave, the employee's vacation leave on the date of the paid holiday will be considered a holiday for payroll purposes, and will not be charged to the employee's accumulated vacation time.

The number of employees who are granted vacation at the same time may be limited. Vacation time will be scheduled so that the mission of the respective department is not adversely affected. Vacation requests may be denied based on operational needs. No more than four (4) bargaining unit employees may be off work during the winter period (November 1 through April 1); however, additional employees may be allowed to be off during this period provided that they agree to remain available in the event that snow plowing is required.

During the month of January, seniority may be used to reserve vacation dates for that calendar year. After January, vacation requests will be considered on a first come first served basis. All vacation requests of two (2) days or more require authorization from the supervisor.

Vacation time may not be purchased from the employer.

Exceptions to this policy must be approved by the Village Manager.

### **Part-Time Employees:**

Part-time employees that regularly work in excess of 20 hours per week and have been employed by the Village for three continuous uninterrupted service years are eligible for the following benefits:

- 41 hours of paid vacation to be used during the anniversary year

### **SECTION 11.3: VACATION PAY**

Vacation pay shall be paid at the rate of the employee's straight-time hourly rate in effect for the employee's job classification. Vacation pay shall be reflected in the

employee's next regular payroll check after the vacation is taken and will not be paid in advance. In the event of death, any vacation earned but unused shall be paid to the estate of the deceased employee.

## **ARTICLE XII** **LEAVES OF ABSENCE**

### **SECTION 12.1: SICK LEAVE**

The Village shall not change the current sick leave or disability leave benefits that existed as of May 1, 2008, pursuant to Ordinance No. 70-O-002, a copy of which is attached hereto as Appendix B. Sick leave and disability leave are available to eligible full time employees only.

The Village may request verification of the need for sick or disability leave, and/or verification of an employee's ability to return to duty after a sick or disability absence, when it determines in its reasonable discretion that such verification is necessary. The Village will pay the reasonable costs of any such required verification.

### **SECTION 12.2: FUNERAL LEAVE**

When death occurs in the immediate family of any full time bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Immediate family includes mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, step mother, step father, step child. Two (2) days off without loss of pay shall be granted when a death occurs to the employee's grandfather-in-law, or grandmother-in-law. One (1) day off without loss of pay shall be granted for other family members. The Village may require verification of death in a form suitable to the Village when it determines that such verification is necessary.

### **SECTION 12.3: MILITARY LEAVE**

Military leave shall be granted according to applicable law and the Village's Personnel Manual.

### **SECTION 12.4: JURY OR WITNESS DUTY LEAVE**

A full time employee whose service on a jury or appearance as a witness for the Village occurs during hours that the employee would have been regularly scheduled to work shall receive full pay in addition to any fees received. This provision shall not apply to an employee's court appearances on personal matters or where the employee is the

plaintiff or claimant and the Village is a defendant, or where the Village is suing the employee.

**SECTION 12.5: FAMILY AND MEDICAL LEAVE**

The Village will provide family and medical leave in accordance with the Family Medical Leave Act and the Village's policy, which is attached hereto as Appendix C.

**SECTION 12.6: TIME OFF TO VOTE**

Employees will be granted necessary time off without pay to vote in formal local, state and national elections.

**SECTION 12.7: DISCRETIONARY LEAVE OF ABSENCE**

Employees may request through the Department Head a leave of absence upon exhaustion of paid benefits. The decision of whether to grant or not grant the leave, along with the decision of whether to impose any conditions or requirements relating to the duration of the leave or the employee's rights upon return, shall be made by the Village Manager in his sole discretion, prior to granting such leave.

**ARTICLE XIII**  
**HEALTH INSURANCE**

**SECTION 13.1: HEALTH INSURANCE COVERAGE**

Full time employees covered by this Agreement shall be allowed to participate in the group health insurance plan offered from time to time by the Village. The Village shall have the right to unilaterally change or alter the insurance plan, carrier(s) or coverages offered, but agrees to meet and confer with the Union prior to making any such change. The Village shall have the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar to those currently provided. Employees will be given advance notice of such cost containment measures before they are instituted. During the term of this Agreement, the Village shall pay 90% of the applicable premium, and the employee shall pay 10%. Employees electing to opt out of health insurance coverage shall receive \$\_\_\_\_\_ per year in lieu of health insurance.

**SECTION 13.2: RETIREE HEALTH INSURANCE**

The Village shall have the right to repeal or amend Ordinance No. 77-O-015 so that employees hired by the Village on or after May 1, 2010 are not eligible for any Village premium contribution toward retiree health insurance. If the Village makes this change it shall be applicable to all persons hired by the Village after May 1, 2010.

### **SECTION 13.3: TERM LIFE INSURANCE**

The Village will provide term life insurance coverage for each full time bargaining unit employee in an amount of \$50,000.00. The Village will contribute 100% of the total cost for this benefit. Dependent life insurance for an employee's spouse and for each dependent child will also be available to each full time bargaining unit member at his/her cost.

A voluntary Supplemental Life Insurance program will continue to be offered eligible full time employees at rates regulated by the insurance carrier. Full time bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

## **ARTICLE XIV EMPLOYEE TRAINING AND EDUCATION**

### **SECTION 14.1: POLICY**

The Village shall endeavor to provide opportunities for in-service training with the objective of furthering the qualifications of employees, which training shall be provided based on Village needs and other factors as determined by the Village. Employees shall be afforded employee training and education programs as determined to be necessary by the Village.

### **SECTION 14.2: REIMBURSED TRAINING**

- (A) The Village agrees to compensate all employees for all time spent in training, schools, and courses which the Village requires an employee to attend. The Village may provide a vehicle for the employee or employees to use to attend the seminar when the Village determines that doing so would be more efficient. When an employee elects to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking, lodging if necessary, and garage charges. Receipts are required for all reimbursements. Employees shall not receive any additional compensation for training courses or school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's non-scheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.

- (B) The Village shall reimburse all full time bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Drivers Licenses. Any and all testing will be on Village time and the Village will pay all fees for the test.
- (C) The Village shall reimburse all full time bargaining unit employees the additional cost of obtaining and/or renewing any license required by the Village for the employee to perform his/her job. Any and all testing will be on Village time and the Village will pay all fees for the test.

**SECTION 14.3: EDUCATIONAL INCENTIVE**

All full time bargaining unit employees who voluntarily participate in an education and training program may apply for reimbursement for tuition. Expenses will be reimbursed pursuant to the Village's policy on Tuition Reimbursement, provided that all the requirements of said policy are satisfied. Receipts are required for reimbursement.

**ARTICLE XV**  
**SAFETY**

**SECTION 15.1: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, 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 should be discontinued. The employee shall follow the direction of the supervisor unless the employee reasonably and justifiably believes there is imminent danger.

**ARTICLE XVI**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: MEETING REQUEST**

The Union and the Village shall meet every six (6) months in the interest of promoting harmonious relations. Attendance by employees shall be limited to no more than four (4) Union Stewards. Additionally, if the Union or Village desire to meet more often, the party shall request a meeting at least seven (7) calendar days in advance of the meeting and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

## **SECTION 16.2: CONTENT**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Safety concerns shall be raised through the Safety Committee, which shall continue to meet on a monthly basis, and may also be raised at the labor-management meetings.

## **SECTION 16.3: REPRESENTATION**

The Village shall be represented by the Human Resources Officer and the Director of Public Works and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

## **ARTICLE XVII SUBCONTRACTING and SUMMER HELP**

### **SECTION 17.1: SUBCONTRACTING**

Notwithstanding any other provision in this Agreement, at any time during the term of this Agreement or thereafter, the Village shall have the unqualified right to subcontract or reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, no full-time bargaining unit employees shall be laid off or experience a reduction in the number of straight time hours worked as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. In the case of intra-Village department transfers (meaning work currently performed by the Public Works Department being transferred to another Village department) overtime hours will be included in this section.

### **SECTION 17.2: SUMMER HELP / SEASONAL HELP**

The Village may employ summer help, seasonal help and/or part time employees. The Village will not employ more than ten (10) Seasonal II employees at any given time.

## **ARTICLE XVIII UNIFORMS, TOOLS AND EQUIPMENT**

## **SECTION 18.1: CLOTHING**

The Village shall provide full time bargaining unit members an annual reimbursement of \$425 for work clothing and/or boots. Employees must bring in original receipts on or before December 15 each year for the amount to be reimbursed for that year, unless they purchased the clothing from a Village-approved vendor, in which case the cost of the clothing will not be reimbursed but will be applied against the reimbursement amount set forth above. The Village will provide full time bargaining unit members with ten (10) T-shirts, two (2) sweatshirts and two (2) caps to each employee each year.

## **SECTION 18.2: PROTECTIVE CLOTHING**

The Village shall provide all necessary (as determined by the Village) items of protective clothing and safety gear, excluding shoes, which are the responsibility of the employee. The Village shall replace the clothing as necessary.

## **ARTICLE XIX PERSONNEL RECORDS**

### **SECTION 19.1: PERSONNEL RECORDS**

The personnel record is available for an employee and/or his/her designee to review pursuant to the Personnel Record Review Act.

### **SECTION 19.2: ACCIDENT REPORTS**

Accident reports shall be presented to the affected employee for signature, and the employee will be given a copy of the report. The signature of the employee shall establish receipt of the report and shall not be construed as an admission of any fault or wrongdoing. An employee's refusal to sign will be noted on the report and shall not invalidate the report.

## **ARTICLE XX EMPLOYEE ASSISTANCE PROGRAM**

### **SECTION 20.1:**

Bargaining unit employees may participate in the Village's Employee Assistance Program. The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate or take any adverse employment action against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

**SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

**SECTION 21.2: UNION ACTIVITY**

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

**SECTION 21.3: RESIDENCY**

Employees shall be required to live in the Village, except for those employees currently grandfathered as exempt from this requirement. Newly hired employees shall be allowed up to one (1) year from date of hire to move into the Village. A newly hired employee who fails to move into the Village within one (1) year from the date of hire may be terminated, or, in the discretion of the Village Manager, may have his/her probationary period extended.

**SECTION 21.4: OUTSIDE EMPLOYMENT**

Bargaining unit employees may engage in outside employment as long as the outside employment is not conducted during Village working hours and does not interfere with their work duties. Outside employment shall be governed by Section 2.9 of the Village's Personnel Manual.

**SECTION 21.5: LIGHT DUTY**



Employees suffering from a duty or non-duty related injury or illness may be assigned to light duty pursuant to the terms and conditions of the existing Village of Tinley Park Light Duty Policy. However, no employee shall be required to work a light duty shift other than that to which he or she was assigned prior to the injury or illness requiring the light duty assignment, unless said employee voluntarily accepts said assignment.

**ARTICLE XXII**  
**NO STRIKE / NO LOCKOUT**

**SECTION 22.1: NO STRIKE**

Neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sitdown, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, during the life of this Agreement. The Union agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

**SECTION 22.2: NO LOCKOUT**

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

**ARTICLE XXIII**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees, including, but are not limited to, the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to layoff employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable

rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to develop job descriptions for the positions covered by this Agreement, which shall be subject to change from time to time by the Village; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be formally declared by the Village President or Village Manager or their authorized designees.

**ARTICLE XXIV**  
**WAGES**

**SECTION 24.1: WAGE RATES**

Annual salaries during the term of this Agreement shall be as follows:

<u>Maintenance</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>	<u>May 1, 2013</u>
<u>Worker</u>				
1	39,372.00	39,568.86	39,865.63	40,662.94
2	41,544.91	41,752.63	42,065.78	42,907.09
3	43,717.82	43,936.41	44,265.93	45,151.25
4	45,890.73	46,120.18	46,466.08	47,395.40
5	48,063.64	48,303.95	48,666.23	49,639.56
6	50,236.55	50,487.73	50,866.39	51,883.71
7	52,409.45	52,671.50	53,066.54	54,127.87
8	54,582.36	54,855.28	55,266.69	56,372.02
9	56,755.27	57,039.05	57,466.84	58,616.18
10	58,928.18	59,222.82	59,666.99	60,860.33
11	61,101.09	61,406.60	61,867.15	63,104.49
12	63,274.00	63,590.37	64,067.30	65,348.64
<u>Tool &amp;</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>	<u>May 1, 2013</u>
<u>Inventory</u>				
<u>Clerk</u>				
1	32,299.00	32,460.50	32,703.95	33,358.03
2	33,909.25	34,078.80	34,334.39	35,021.07
3	35,519.50	35,697.10	35,964.83	36,684.12
4	37,129.75	37,315.40	37,595.26	38,347.17
5	38,740.00	38,933.70	39,225.70	40,010.22
6	40,350.25	40,552.00	40,856.14	41,673.26
7	41,960.50	42,170.30	42,486.58	43,336.31
8	43,570.75	43,788.60	44,117.02	44,999.36

9	45,181.00	45,406.91	45,747.46	46,662.41
---	-----------	-----------	-----------	-----------

<u>Mechanic</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>	<u>May 1, 2013</u>
1	47,995.00	48,234.98	48,596.74	49,568.67
2	50,387.63	50,639.56	51,019.36	52,039.75
3	52,780.25	53,044.15	53,441.98	54,510.82
4	55,172.88	55,448.74	55,864.60	56,981.90
5	57,565.50	57,853.33	58,287.23	59,452.97
6	59,958.13	60,257.92	60,709.85	61,924.05
7	62,350.75	62,662.50	63,132.47	64,395.12
8	64,743.38	65,067.09	65,555.10	66,866.20
9	67,136.00	67,471.68	67,977.72	69,337.27

Hourly wage rates for Seasonal IIs shall be as follows:

<u>Seasonal IIs</u>	<u>May 1, 2010</u>	<u>May 1, 2011</u>	<u>May 1, 2012</u>	<u>May 1, 2013</u>
1	10.19	10.24	10.32	10.52
2	11.72	11.78	11.87	12.10
3	12.57	12.63	12.73	12.98
4	13.46	13.53	13.63	13.91
5	14.46	14.53	14.64	14.93

Annual step increases are contingent on the employee achieving a satisfactory performance evaluation.

Maintenance Men and Mechanics who are currently paid above the schedule set forth above, and any employee frozen on the last step of the salary schedule, shall receive a 1.0% pay increase effective May 1, 2011 and a 1.0% increase effective May 1, 2012, and a 2% increase effective May 1, 2013.

If the Village gives a raise to non-represented employees during the first year of this Agreement (May 1, 2010 through April 30, 2011) employees covered by this Agreement will be given the same raise.

## **SECTION 24.2: EDUCATIONAL INCENTIVE COMPENSATION**

Employees who presently hold, or who subsequently obtain a degree (BA or BS) shall receive educational incentive compensation of \$220 per month. Employees who presently hold, or who subsequently obtain college course credits shall receive educational incentive compensation as follows:

Completion of

Compensation per month

15 hours of college credit	\$40
30 hours of college credit	\$80
45 hours of college credit	\$120
60 hours of college credit	\$160
BA or BS	\$220

SECTION 24.3: LONGEVITY PAY

Completion of	Compensation per month
5 to 9 years	\$60
10 to 15 years	\$105
15 to 18 years	\$150
19 years plus	\$195

**ARTICLE XXV**  
**DRUG AND ALCOHOL POLICY**

See Appendix D attached hereto and made a part hereof.

**ARTICLE XXVI**  
**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 re-negotiation.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

**ARTICLE XXVII**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties on all matters, whether or not contained or specifically referred to in this Agreement.

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 the 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. Therefore the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive any right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered by this Agreement, or to any subject not referred to or covered by this Agreement, even if said subject was not in the contemplation of the parties during negotiations, except that the Village must bargain over the effects or impact upon employees of the Village's exercise of its rights under the Agreement.

**ARTICLE XXVIII**  
**CIVIL SERVICE COMMISSION**

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain statutory authority over employees covered by this Agreement, and has adopted Rules pursuant to this Authority. The parties agree that nothing in this Agreement is intended to nor shall it be construed as modifying, altering or replacing any Civil Service Rule, any practice or procedure of the Civil Service Commission, or any aspect of the Civil Service Commission's authority, and further agree that this Agreement is subject to the authority of the Civil Service Commission, and that no matter subject to the jurisdiction of the Civil Service Commission shall be impacted in any way by this Agreement.

**ARTICLE XXIX**  
**PERSONNEL MANUAL**

The Village's Personnel Manual shall apply to every aspect of employment not specifically addressed by this Agreement.

**ARTICLE XXX**  
**TERMINATION**

This Agreement shall be effective as of the first day of May, 2010, and shall remain in full force and effect until the thirtieth day of April, 2014, 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.

**VILLAGE OF TINLEY PARK**

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

---

---

---

---

---

---

**APPENDIX A**  
**GRIEVANCE FORM**

**APPENDIX B**  
**DISABILITY ORDINANCE**



**APPENDIX C**  
**FMLA POLICY**

**APPENDIX D**  
**DRUG AND ALCOHOL POLICY**

**APPLICABILITY:** This Policy shall apply to all members of the bargaining unit as defined in the collective bargaining agreement.

**I. PROHIBITIONS**

**A. Prohibited Alcohol-Related Conduct**

The use of alcohol while on duty is strictly prohibited and is cause for termination. An employee shall not operate any Village vehicle or equipment or perform any work function if s/he has engaged in any form of alcohol-related conduct listed below:

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

**B. Prohibited Drug-Related Conduct**

The possession or use of illegal drugs while on duty is strictly prohibited and is cause for termination. For purposes of this policy, the term “illegal drugs” includes all substances that are considered to be controlled substances by State or Federal law, and also includes without limitation any prescription drug that is not properly prescribed to the specific employee found to be in possession thereof. An employee shall not report for duty or perform any work function if s/he has engaged in any of the following activities:

1. Using or being in possession of any of the following controlled substances:
  - a. Marijuana (THC metabolite)
  - b. Cocaine

- c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
  - f. Any other controlled substance that is prohibited by State or federal law
- 2. Using or being under the influence of any prescription medication which may adversely affect the employee's work performance and that has not been disclosed to the Village and approved for use by that employee.
  - 3. Being in possession of any unauthorized controlled substance or illegal drug.
  - 4. Reporting for duty while impaired from any prescribed therapeutic drug, illegal drug, or controlled substance usage.
  - 5. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

- 1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability perform his/her work duties, and must verify to the Village that he/she has so inquired and share the results of the inquiry.
- 2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

- 1. Conducted when a bargaining unit employee was involved in any accident in a Village vehicle or while on duty.
- 2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.
  - c. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.
3. Post-Accident Drug Testing
- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident.
  - b. If testing is not administered within thirty-two (32) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

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

1. Restricted Period
- a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while on duty.
  - b. The Village will not require employees to come in for a call-out assignment for the sole purpose of random testing.
2. Frequency
- a. The Village shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees each calendar year.
  - b. The Village shall conduct random alcohol testing on at least fifty percent (50%) of the average number of bargaining unit employees in each calendar year.
3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

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

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested. No questioning shall be delayed because of the unavailability of any particular representative.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug or alcohol tests.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty until s/he takes a return to duty breath alcohol

test with a result indicating an alcohol concentration of less than 0.00.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.
3. Procedures for return to duty testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

E. Follow-Up Testing

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

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

4. Procedures for follow-up testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

III. TESTING PROCEDURES

A. Drug Testing Procedures

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

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

2. Medical Review Officer (MRO)

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

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

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

b. Positive Test Results

1) Any employee who tests positive for drugs and/or alcohol shall immediately be placed on unpaid leave.

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

a) If the MRO determines that the positive result was in error, the MRO shall report the drug test result as negative.

b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Village that the employee should be removed from service.

3) The employee shall remain out of service on an unpaid basis pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the



split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Village.

2) Upon receiving the results of the positive test, the Village shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense.

6. Inability to Provide Adequate Sample

a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

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

- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.00 and 0.04 may not perform or continue to perform any work functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test. Any time lost pursuant to this paragraph shall be unpaid.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Village may direct the employee to see a licensed physician.
- b. The employee may not perform any work until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

- f. The Village shall pay any medical fees assessed for the examination.

#### IV. CONSEQUENCES OF POSITIVE TEST RESULTS

- A. Confirmed Breath Alcohol Test Result Between 0.00 and 0.04

An employee with a breath alcohol concentration result between 0.00 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.00.

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

An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately terminated.

- C. Confirmed Positive Urine Drug Test

An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately terminated.

- D. Discipline

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

- E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately terminated. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

- F. One Time Stale Positive Exception

An employee who tests positive for illegal drugs, but who can demonstrate that he or she was not under the influence of illegal drugs while on duty and that the positive test resulted from drug use that occurred sufficiently remotely in the past so that it is clear that the employee was not actually

under the influence of drugs at the time of the test, shall be dealt with as follows:

1. The employee will be suspended without pay for fifteen (15) work days.
2. The employee will be referred for a drug evaluation and will participate in treatment with a substance abuse professional.
3. The employee will be allowed to return to work after a negative return to duty test after the fifteen (15) work day suspension.

This is a one time exception to the general rule that any employee who tests positive for illegal drugs will be terminated. No employee may take advantage of this provision more than once, for any substance, in his or her career.

## V. CONFIDENTIALITY OF RECORDS

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

### A. Employee Entitled to Information

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

### B. Conditions Under Which the Village Must Release Records

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

## VI. EMPLOYEE ASSISTANCE PROGRAM

### A. Voluntary Referral

#### 1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

### B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential, except as necessary to implement the terms of this policy.

### C. Rehabilitative Leave of Absence

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