
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2020-R-064

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

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MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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Will County, Illinois

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LOCAL 150**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) has considered entering into a successor Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150, AFL-CIO representing certain titles employed in the Village’s Public Works department ; and

WHEREAS, a true and correct copy of said Collective Bargaining Agreement is attached hereto as Exhibit 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents that said agreement be entered into by the Village of Tinley Park; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve the aforesaid agreement with said agreement to be substantially in the form attached hereto and made part of as Exhibit 1.

SECTION 3: The President and Clerk of the Village are hereby authorized to execute for and on behalf of the Village the aforesaid agreement.

SECTION 4: Any agreement, policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 19th day of May 2020.

AYES: Berg, Brady, Brennan, Galante, Mueller

NAYS: None

ABSENT: None

ABSTAIN: Glotz
APPROVED THIS 19th day of May 2020.

ATTEST: 

VILLAGE CLERK



VILLAGE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-064, “A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19th, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May 2020.



KRISTIN A. THIRION, VILLAGE CLERK

AGREEMENT

between

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

AND

VILLAGE OF TINLEY PARK

May 1, 2018 through April 30, 2022

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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. All Inventory Technicians and Maintenance Technicians are recognized by the Village as part of the bargaining unit.

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.

SECTION 1.3: QUALIFICATIONS

The Village and the Union agree that a well-trained work force benefits both the Village and the Union. As such, the Village shall maintain a list of skill qualifications based on the operational needs of the Village. The Village shall post this list with the agreement of the Union. Each bargaining unit member shall have the opportunity, as determined by management, to receive training in support of his or her skill advancement. Upon successfully demonstrating mastery of a skill qualification and receiving written verification from an employee's supervisor, the Village shall designate a bargaining unit member as "qualified" for said particular skill. The Village shall use the qualifications list in order to determine job assignments and overtime opportunities as described herein. The Village shall update the qualifications list approximately once a month. A bargaining unit member shall not be deemed "qualified" until his or her qualifications are designated as such on the posted list. Certain qualifications may require annual recertification. The Village has the right to revoke a qualification certification and require recertification when applicable.

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, or the Director's designee, 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, or the Director's designee, 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) Lunchroom.

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

Upon the Village's receipt of appropriate authorization and consent from employees who are not members of the Union but desire to make fair share payments to the Union, the Village will deduct from the pay of those employees their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to the 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 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 Village 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: 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 workday 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.

- (C) Continuation of Day: Employees scheduled to work may be called-in up to one-hour prior to their original workday start time without the Village having to resort to the overtime list in Section 4.5 below. Assignments, tasks or re-assignments designated by management before or prior to the end of the workday will constitute a Continuation of Day and are not subject to the overtime call-out list provisions in 4.5 below. Employees called-in early or held over shall be paid for those hours at an overtime rate of pay. Village events of which Public Works is made aware of by 5pm the day before the event for which overtime may be required will not be subject to this Continuation of Day section and will utilize the overtime list described in Section 4.5.

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 may 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 or 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. 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" for purposes of calculating overtime shall include paid time actually worked, paid vacation time, paid compensatory time, paid personal time, paid holiday time, and paid rest period time under Section 4.4. No other time, under any circumstances, shall be counted as hours worked for purposes of calculating an employee's entitlement to overtime.

- (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) hours in a twenty-four (24) hour period (measured from 7:00 am to 7:00 am) 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 workday, the employee may take the full rest period and shall be paid starting at his normal shift start time. The employee must complete his or her work assignment, even if it extends beyond twelve (12) hours in duration, before beginning the rest period.

SECTION 4.5: OVERTIME ASSIGNMENT

Snow removal operations and overtime will be scheduled and conducted per the current Snow and Ice Control Program.

The purpose of this agreement is to provide guidance and assistance to those persons or employees required by the Village to work overtime. It is the Village's policy that no overtime can be worked without the approval and authorization of public works management. Overtime assignments will be distributed among all employees who are qualified to perform the required work. Employee qualification to work any particular assignment shall be determined by the foreman responsible for the area.

If an employee works overtime without first getting management's approval, they may be subject to disciplinary action, up to and including possible termination of employment.

Overtime will be offered in a manner that will ensure the public works department completes the required work. Overtime work will be distributed by the management staff using the following priority list to aid in the decision in which employee will be assigned.

1. Safety of the Village (personnel and residents)
2. Urgency of the work
3. Qualifications of the personnel
4. Where the list left off (next employee under the line)
5. Time in classification seniority of the employee

In cases of true emergencies (e.g., unexpected wind storms that knock down trees and power lines.) the Village may call employees out of order on the list.

When it has been determined by management that overtime must be worked in order to meet the needs of our customer, we will follow these guidelines if overtime can be *scheduled*:

1. There is only one list for scheduled and unscheduled overtime. Employees will initially be listed by seniority. Thereafter, the list will rotate constantly. Scheduled overtime will be assigned Wednesday before 3:30. For example, after picks are made on Wednesday, the standby person will make call outs from the point the list ended or line was placed. The line will always be the starting point where unscheduled/scheduled picks for opportunities of overtime are made.
2. Management will post the sign-up sheet with a description, date, times and minimum qualifications if any.
3. After employees have signed up, the supervisor will compare the sign-up sheet with the employee qualification list referenced in Section 1.3
4. Management will create a list of those employees who will work the scheduled overtime by qualifications and time in classification with the senior most qualified employee listed as the first individual who will work the overtime opportunity for the first instance after this Agreement at which point it will start to rotate. All other qualified employees will be placed on the list in greatest seniority by time in classification order.
5. Management will post the scheduled overtime list with the name(s) of those who will work the event highlighted, circled or identified in some manner.

These are the guidelines if the work is *unscheduled*:

1. Depending on the nature of the unscheduled event, any of Management, an employee assigned standby and/or a Superintendent or foremen may determine, in accordance with Standard Operating Protocol (SOP) or directions from the Director or Assistant Director of Public Works, that additional manpower is required to complete work.
2. A standby employee or member of management team may contact qualified employees to work unscheduled overtime.
3. Only those employees who have the requisite qualifications shall be considered for an unscheduled overtime event and the qualification list referenced in Section 1.3 shall be the reference for determining who possess the qualification.
4. Qualified employees will be contacted in order of the list.
5. If no employee accepts the overtime opportunity, the least senior qualified individual may be forced-in to work the event. Where insufficient numbers of employees are available to work the unscheduled overtime opportunity the Village has the right to outsource the work.
6. In instances where specific qualifications are required or the event warrants a particular type of knowledge or skill, the standby employee, or member of the management team, will contact the next employee on the list with the greatest experience or best skill in that particular area of qualification.

7. In instances where no particular requirements are required to work the overtime, the list shall be used in order.

There will be only one overtime list. There will no longer be separate lists for scheduled and unscheduled overtime.

8. An employee that wants to be scheduled off for the weekend and not be forced in for scheduled events must request time off and use a Friday or Monday prior to the event. Request for "no snow" shall be limited to fifteen (15) days per year. If an employee has designated a date as a "no snow" date the employee is also unavailable for overtime opportunities on the same date.
9. 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 bargaining unit personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.
10. The Village may hold over employees working on overtime as determined necessary without resorting to the list.
11. All bargaining unit employees, including Seasonal II employees, shall be eligible to work both scheduled and unscheduled overtime opportunities.
12. If after going through the entire list once there are insufficient qualified employees to work the overtime, the least senior time in classification full-time qualified employee(s) shall be required to work the overtime assigned.
13. Employee qualification lists will be updated approximately every thirty (30) days. When an employee obtains a new qualification, he or she shall inform management in writing and his or her supervisor shall verify the qualification skill has been acquired before the employee's name is added to the list of those qualified in a particular skill.
14. During the snow operations period designated in Section 11.2, if Mechanics are removed from snowplow operations, then all Mechanics shall be part of a separate Mechanics standby list to be responsive to mechanical breakdowns, which may occur in the course of completing snow removal operations. Violations of this overtime agreement shall not be subject to the grievance procedure. Should the union prove that the Village skipped an employee on either scheduled or unscheduled overtime, that employee shall be entitled to \$10. The fine shall be doubled every time the Union proves that the Village has skipped an employee, but in no event shall the fine be more than \$100 per occurrence (i.e., \$10, \$20, \$40, \$80, \$100). These fine provisions shall not be applicable to alleged violations based on the actions of bargaining unit members or on any failure to update the list.

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/water, and one employee shall be assigned to standby for facilities/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/water and utilities shall perform such duties as are assigned by the Village on Holidays, Saturdays and Sundays and shall receive five (5) hours of overtime per day for doing so. The employee assigned to facilities/electrical 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. If no qualified employee(s) volunteer for standby duty, the Village retains the right to assign standby duty to the least senior qualified bargaining unit member, which shall rotate so that the same employee is not called out in consecutive weeks.

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).

Time in job title/classification shall be used to define seniority for overtime assignments where qualifications are equal and for determining least seniority for force-ins.

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 and are subject to Section 1.2 above. Eligible employees who wish to apply for such positions may do so.

The Village agrees to make all new departmental openings available to internal applicants for two (2) weeks before posting to the general public. The Village retains the right to hire an internal applicant and not post an open position to the public. Additionally, the Village retains the right to post a job opening to the public and consider both internal and external applicants at the same time. All things equal, the internal candidate will have preference over an external candidate.

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 Employees 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 hired pursuant to its authority. Employees hired through the Civil Service Commission who become subject to disciplinary action in excess of a suspension of five (5) days may elect to utilize the Civil Service Hearing Rules. Those employees hired outside of the Civil Service Commission authority shall utilize the grievance procedure established in this agreement to review any disciplinary action in excess of a suspension of five (5) days. 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 or his designee, within ten (10) business days of the Step Two response. The Director or Assistant Director shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Director or Assistant 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, or an equivalent amount of compensatory time at the employee's election, 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 in the month of January as issued by Human Resources per the Personnel Policy.

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 five (5) bargaining unit employees may be off work during the winter period (November 1 through April 1; union will ensure sufficient manpower to complete all snow and ice control requirements); however, additional employees may be allowed to be off during this period provided that they agree to remain available in the event that snow and ice control are required. Employees on medical leave are counted in the total of five (5) bargaining unit employees permitted to be off work during the winter period.

During the month of May, seniority may be used to reserve vacation dates for the following calendar year. After June 1st, vacation requests will be considered on a first come first served basis. Where an employee has requested and been allotted vacation days during the November through April winter period and, where through no act of the employee with designated vacation time, the Village will suffer the absence of more than five (5) bargaining unit members from duty, the employee shall have the right to maintain the previously granted vacation time. In such an instance, the Village may refuse any and all additional requests for vacation time by employees not previously granted a vacation request. All vacation requests require authorization from the supervisor. Use of a vacation day for sick time call-in is permitted. The allotted "no snow" days are not vacation days.

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:

After three (3) years of service: 40 hours
After seven (7) years of service: 50 hours
After eleven (11) years of service: 60 hours

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. 70-0-002, 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, stepmother, stepfather, stepchild. 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 \$936 per year in lieu of health insurance. Without limitation to any of the foregoing, the parties agree that in the event that any health insurance benefit provided by the Village may lead to or result in any kind of penalty or fine under the Affordable Care Act they will reopen this Agreement for the limited purpose of renegotiating said benefit only.

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.

Because the goal of training is to provide a well-trained workforce, the Village will maintain a list of qualifications it deems necessary to the normal operations of the Village. Each bargaining unit members' qualifications shall be tracked and denoted on a list as stated in Section 1.3 above. After completion of any training program, a bargaining unit member must demonstrate his or her mastery of a particular skill to his or her supervisor and receive certification that the employee is qualified before the Qualifications list will be updated to reflect the bargaining unit employee's additional qualification. Qualification may be removed and recertification may be required where annual recertification is required or when a skill deficiency has been discovered such that recertification is necessary as determined by management.

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 I 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. The Village will issue payment in the amount of \$425 to bargaining unit members on or about May 1st of each calendar year. 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 not be required to live in the Village. All bargaining unit members who live outside of the Village will be able to report to work within a 45-minute response time to the Public Works Garage (time clock). Employees who live in the Village shall report according to current practice. Employees who choose to live outside of the Village shall reside no further than 30 miles from any border of Tinley Park. Residency in Indiana is not permitted.

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, sit-down, 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 lay off 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 effective May 1st of 2018 and 2019 are identified on the charts below. The Village and the Union agree to engage in midterm negotiations for the limited purpose of negotiating 2020 and 2021 wages and a program by which members would skip or double step through the step progressions identified below. Such midterm bargaining shall begin no earlier than December 1, 2020 with either party providing the other with both thirty (30) days' notice of intent to begin negotiations and a wage proposal including years 2020 and 2021. All other terms and conditions set forth herein shall remain in full force and effect for the term of this agreement and shall not be subject to midterm negotiations except by mutual consent of both parties.

150 MAINTENANCE WORKER/TECHNICIAN				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 22.12	\$ 22.67		
2	\$ 23.35	\$ 23.93		
3	\$ 24.56	\$ 25.17		
4	\$ 25.78	\$ 26.42		
5	\$ 27.01	\$ 27.68		
6	\$ 28.22	\$ 28.92		
7	\$ 29.44	\$ 30.17		
8	\$ 30.66	\$ 31.42		
9	\$ 31.88	\$ 32.67		
10	\$ 33.11	\$ 33.94		
11	\$ 34.34	\$ 35.20		
12	\$ 35.57	\$ 36.46		

150 TOOL & INVENTORY CLERK/TECHNICIAN				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 18.14	\$ 18.60	\$ 19.00	
2	\$ 19.04	\$ 19.52		
3	\$ 19.95	\$ 20.45		
4	\$ 20.86	\$ 21.38		
5	\$ 21.77	\$ 22.32		
6	\$ 22.67	\$ 23.24		
7	\$ 23.56	\$ 24.15		
8	\$ 24.47	\$ 25.08		
9	\$ 25.37	\$ 26.00		

150 MECHANIC				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 26.97	\$ 27.64		
2	\$ 28.31	\$ 29.02		
3	\$ 29.66	\$ 30.41		
4	\$ 31.01	\$ 31.78		
5	\$ 32.33	\$ 33.14		
6	\$ 33.67	\$ 34.51		
7	\$ 35.01	\$ 35.89		
8	\$ 36.37	\$ 37.28		
9	\$ 37.72	\$ 38.66		

150 SEASONAL II				
Step	1-May-18	1-May-19	1-May-20	1-May-21
	2.50%	2.50%	TBD	TBD
1	\$ 11.90	\$ 12.20	\$ 12.59	
2	\$ 13.69	\$ 14.04		
3	\$ 14.68	\$ 15.04		
4	\$ 15.74	\$ 16.14		
5	\$ 16.88	\$ 17.30		

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 shall receive a 2.50% pay increase effective May 1 of 2018 and 2019. Any subsequent increase is subject to midterm bargaining.

SECTION 24.2: EDUCATIONAL INCENTIVE COMPENSATION

Educational incentive compensation is payable only to full time bargaining unit employees who have completed the required probationary period for job-related course work approved by Village management. Employees receiving this compensation as of May 1, 2014 shall continue to receive it during the term of this Agreement. 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 certain, but not all employees covered by this Agreement. Should an employee who has been hired through the Civil Service Commission desire to utilize the hearing procedure provided by that authority for disciplinary action, he is free to do so.

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, 2018, and shall remain in full force and effect until the thirtieth day of April, 2022, 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 no 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.

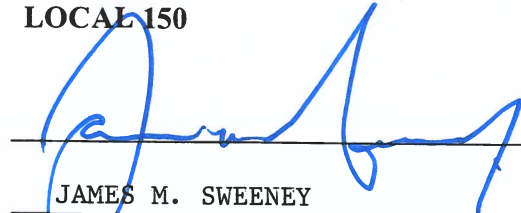
VILLAGE OF TINLEY PARK



JACOB C. VANDENBERG

VILLAGE PRESIDENT

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



JAMES M. SWEENEY

PRESIDENT-BUSINESS MANAGER

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7188
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

GRIEVANCE

Use additional sheets if necessary

Grievant's Name:

Date Filed:

STEP ONE

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

Article(s) & Section(s) of Contract Violated: Including, but not limited to,

Brief Statement of Facts:

Remedy Sought:

any and all other appropriate remedies.

Faxed To:

Time and Date:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Positions

Response Recipient

Date

STEP TWO

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

STEP THREE

INTERNATIONAL UNION OF OPERATING ENGINEERS



Reason for Advancing Grievance:

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Positions

Response Recipient

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

APPENDIX B
DISABILITY ORDINANCE

ORDINANCE NUMBER 70-0-002

AN ORDINANCE REGULATING DISABILITY LEAVE

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois.

SECTION ONE

Employees and appointed officials of the municipality who work full time for the municipality shall receive pay during unavoidable absence from work due to sickness or accident during any one year in accordance with the schedule hereinafter set forth in Section Two of this ordinance. The number of weeks for which full compensation or two-thirds compensation shall be paid will be governed solely by the amount of uninterrupted service any said employee or appointed official shall have accrued at the time request for benefits is made. For the purpose of this ordinance, uninterrupted service is hereby defined to mean continuous attendance on scheduled work days by said employee or appointed official without absence for a period in excess of 3 days, however, any absence which is caused by disability, vacation or service in the armed forces of the United States of America shall not be considered an interruption.

SECTION TWO

<u>Accrued Uninterrupted Service</u>	<u>Weeks of Full Compensation</u>	<u>Weeks of Two-Thirds Compensation</u>	<u>Weeks of Full and Partial Compensation</u>
1/2 Year	2	24	26
1-1/2 Years	3	24	27
2-1/2 Years	5	23	28
3-1/2 Years	6	23	29
4-1/2 Years	8	22	30
5-1/2 Years	10	20	30
6-1/2 Years	12	19	31
7-1/2 Years	14	18	32
8-1/2 Years	16	17	33
9-1/2 Years	18	16	34
10-1/2 Years	20	15	35
11-1/2 Years	21	14	35
12-1/2 Years	22	14	36
13-1/2 Years	24	13	37
14-1/2 Years	26	12	38
15-1/2 Years	27	11	38
16-1/2 Years	28	11	39
17-1/2 Years	30	10	40

<u>Accrued Uninterrupted Service (cont'd)</u>	<u>Weeks of Full Compensation (cont'd)</u>	<u>Weeks of Two-Thirds Compensation (Cont'd)</u>	<u>Weeks of Full and Partial Compensation (cont'd)</u>
18-1/2 Years	32	9	41
19-1/2 Years	34	8	42
20-1/2 Years	35	8	43
21-1/2 Years	37	7	44
22-1/2 Years	38	7	45
23-1/2 Years	40	6	46
24-1/2 Years	42	5	47
25-1/2 Years	44	4	48
26-1/2 Years	46	3	49
27-1/2 Years	48	2	50
28-1/2 Years	50	1	51
29-1/2 Years	52	0	52

Where payment is due to such employee or officer under the Workmen's Compensation or pension laws, the amount received by reason of Workmen's Compensation or pension payments shall be deducted from the allowances above provided for.

SECTION THREE

In order to obtain the compensation benefits hereinabove provided, any full time employee or appointed official of the municipality must first submit proof of disability to the President and Board of Trustees.

SECTION FOUR

After the termination of the total number of weeks during which full and partial compensation is to be paid, all disability benefits herein provided for automatically are terminated. If any full time employee or appointed official shall have received the total full and partial compensation, he or she shall then be ineligible for additional disability payments unless he or she shall have served an additional period of six (6) months of uninterrupted service. Having completed six (6) months of uninterrupted service, said full time employee or public official shall then be entitled to disability payments in accordance with the total accrued time of uninterrupted service.

SECTION FIVE

In determining the amount of disability benefits, all present full time employees and appointed officials shall be given credit for all the time they have served the municipality from the date of their employment or appointment. The above designated disability allowances shall not be considered accumulative.

SECTION SIX

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION SEVEN

This ordinance shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED this 12th day of January, 1970.

VOTES:

YEAS 6

NAYS _____



Village Clerk

APPROVED this 12th day of January, 1970.



Village President

APPENDIX C
FMLA POLICY



Family and Medical Leave

POLICY: Eligible employees may take up to a total of 12 work weeks of leave during the designated 12 month period for any one or more of the following reasons:

1. the birth of the employee's son or daughter, and to care for the newborn child;
2. the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
3. to care for the employee's spouse, son, daughter, or parent with a serious health condition; and
4. because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job;
5. because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee is any employee who has been employed by the Village of Tinley Park for at least 12 months (need not be consecutive) and for at least 1250 hours of actual service during the 12-month period immediately preceding the commencement of the leave.

The 12-month period in which the 12-workweek leave entitlement occurs shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 workweeks which has not been used during the immediately preceding 12 months.

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a single 12-month period to care for the service member, provided such leave shall only be available during a single 12-month period, and during this single 12-month period the eligible employee shall only be entitled to a combined total of 26 workweeks of leave, inclusive of any other entitled leave.

For the purposes of this policy, a "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or
2. Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one of more of the following:
 - i) a period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - a. treatment two or more times by a health care provider, or
 - b. treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
 - ii) any period of incapacity due to pregnancy or prenatal care;

- iii) any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- iv) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- v) any period of absence to receive multiple treatments by a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar without medical intervention or treatment.

The determination as to whether or not a condition is a "serious health condition" as that term is defined in the Family and Medical Leave Act and the federal regulations promulgated thereunder shall be made by the Village of Tinley Park on a case-by-case basis.

Family or medical leave may be taken intermittently or on a reduced leave schedule when medically necessary. Leave may not be taken intermittently or on a reduced leave schedule because of the birth or placement of a child for adoption or foster care, unless the mother or the child has a serious health condition. Leave may not be taken in increments of less than one hour. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule the leave so as not to disrupt the operations of the Village of Tinley Park. Certification of the medical necessity of intermittent leave or leave on a reduced leave schedule may be required.

In any instance where the necessity for leave arises from any qualifying exigency due to a spouse, son, daughter, or parent of the employee being on active duty in the Armed Forces is foreseeable, whether because the spouse, son, daughter or parent is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the Village of Tinley Park as is reasonable and practicable.

Health insurance shall be maintained for the duration of the **FMLA leave** for those employees with coverage under the Village of Tinley Park's plan. The terms and conditions of health insurance coverage, including any applicable premium contribution by the employee, shall remain the same during the family or medical leave. Employees on leave must make timely payment of any employee portion of the medical insurance premium. If an employee's premium payment is more than 30 days late, coverage may be dropped 15 days after written notice to the employee.

Employees failing to return to work after expiration of family or medical leave shall be responsible for reimbursement of the Village of Tinley Park's share of health insurance premiums to the District for any period of unpaid leave, unless the reason the employee does not return to work is due to:

- A. The continuation, reoccurrence or onset of a serious health condition of the employee or the employee's immediate family member which would otherwise entitle the employee to leave under this policy; or
- B. Other circumstances beyond the control of the employee.

Employees must provide sufficient notice of the need for FMLA leave and must explain the reasons for the needed leave. A request for family or medical leave should be made 30 days in advance, when the need for the leave is foreseeable. Such requests should be made to the Director of Human Resources. When unforeseen events occur that require family or medical leave, employees must give notice to the Director of Human Resources as soon as practical, but not later than two (2) days after the employee learns of the need for leave.

Requests for family or medical leave or for extensions of such leave must be substantiated by medical certification. Employees on family and medical leave shall report their status and intent to return to work to their immediate supervisor at least once every two weeks.

When medical leave was granted due to an employee's own serious health condition, the employee must obtain and present, at the employee's expense, certification from the employee's health care provider that

the employee is able to resume work at the time the employee seeks reinstatement. Second and third opinions with respect to any medical certification may be sought by the Village of Tinley Park at its expense. The health care provider for any such second or third opinions shall be designated by the Village of Tinley Park.

Eligible employees who have any accrued paid vacation, family or personal leave must substitute all such available paid leave as part of the 12 work weeks of FMLA leave when the leave is occasioned by the birth of a child, placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition. Eligible employees who have any accrued paid vacation, family, personal or medical or disability leave must substitute all such paid leave as part of the 12 work weeks of FMLA leave when the leave is occasioned by their own serious health condition or the serious health condition of the employee's spouse, son, daughter, or parent. Employees may not substitute accrued paid disability leave when the reason for the leave does not qualify for the use of paid disability leave ordinance under the Village of Tinley Park's disability ordinance. Upon exhaustion of all qualifying accrued paid leave that is substituted for FMLA leave, any remaining portion of FMLA leave shall be unpaid.

Vacation and sick days do not continue to accrue during family or medical leave. Holiday pay will be provided if the holiday falls within the period of the employee's substituted paid leave. Other-wise, no holiday pay will be paid during family or medical leave.

Employees taking family or medical leave shall be restored to their previous position or to an equivalent position in accordance with the Family and Medical Leave Act, provided the employee would otherwise be employed at the conclusion of the leave if the employee had not taken the leave.

Return from FMLA: Employees taking family or medical leave shall be restored to their previous position or to an equivalent position in accordance with the Family and Medical Leave Act, provided the employee would otherwise be employed at the conclusion of the leave if the employee had not taken the leave.

The Village reserves the right to amend this program/policy. Should you require assistance in the interpretation of this or any of the Village policies or programs, please contact your immediate supervisor or the Department of Human Resources - Office of Risk Management. The Village of Tinley Park is an equal employment opportunity provider.

May 28, 2008
Updated September 30, 2010
Updated November 8, 2010

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. An accident is defined as any of the following:
 - a. The incident requires the bargaining unit member to seek medical attention
 - b. The bargaining unit member is involved in an incident in which police response is required
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 no 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.

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.

APPENDIX E

ASSET TRACKING AND ELECTRONIC MONITORING SOFTWARE

The Village may use electronic tracking and monitoring software to track Village owned assets. Tracking and monitoring software may be used for discipline of a bargaining unit member when a complaint or issue has been brought against the employee or department by a third party and/or at any time when any bargaining unit member is involved in an accident resulting in destruction of property or bodily injury. Tracking and monitoring information will primarily be used for reporting purposes to the Illinois Environmental Protection Agency.