

RESOLUTION NO. R-21-17

A RESOLUTION APPROVING A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF PALATINE, ILLINOIS AND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 150, PUBLIC
EMPLOYEES DIVISION

WHEREAS, negotiations between the Village of Palatine and the International Union of Operating Engineers Local 150 have resulted in the proposed Collective Bargaining Agreement resulting therefrom, a copy of which is attached hereto and incorporated by reference hereof; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Village Council of the Village of Palatine, that said labor agreement for certain employees within the Public Works Department be hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor and Village Clerk of the Village of Palatine be hereby authorized and directed to execute said Labor Agreement on behalf of the Village Council and that it be appropriately filed with the Illinois State Labor Relations Board.

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

ADOPTED this 17 day of July, 2017



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 17 day of
July, 2017



Village Clerk

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF PALATINE, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 150, PUBLIC EMPLOYEES DIVISION

January 1, 2016 to December 31, 2019

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to prevent interruptions of work and interference with the operations of the Village, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

THIS AGREEMENT has been made and entered into by and between the **VILLAGE OF PALATINE** (hereinafter referred to as the "Village" or "Employer") and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION** (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I. **RECOGNITION**

Section 1.1 - Recognition. The 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 within the Public Works Department, as certified by the Illinois Public Labor Relations Board:

All full-time and regular part-time employees within the Village of Palatine Public Works Department presently in the following job classifications:

UTILITY TECHNICIAN I
RADIO TECHNICIAN
ASSISTANT BUILDING ENGINEER
MAINTENANCE WORKER I
MAINTENANCE WORKER III
ELECTRONICS TECHNICIAN
PARTS CLERK
LABORER
ASSISTANT VILLAGE FORESTER
ASSISTANT BUILDING ENGINEER II

UTILITY TECHNICIAN II
CUSTODIAN I
UTILITY SERVICE MAN
MAINTENANCE WORKER II
MECHANIC I
MECHANIC II
ELECTRICIAN
SUPPLY CONTROLLER
TEAM LEADER

Excluding all irregular part-time, short term and temporary, managerial, supervisory and confidential employees, as defined under the Illinois Public Labor Relations Act, and the employees in the following job classifications within the Public Works Department: Foreman I; Mechanic Foreman; Forestry Foreman; Technical Foreman; Building Engineer; Inspection Engineer; Superintendents of Public Works; clerical employees including but not limited to Secretary; and, all other employees employed by the Village of Palatine.

"Regular part-time employees" are defined as those employees who are assigned to work in the above listed classifications for a schedule of less than forty (40) hours per week during at least two (2) consecutive calendar months in any calendar year.

"Temporary employees" are employed in a full-time capacity for no more than 120 calendar days in a calendar year and shall not result in the reduction of regular hours worked by any bargaining unit employees.

Section 1.2 - New Classifications. The Village may establish, modify or eliminate job classifications and the requirements of those classifications provided that the Village shall not do so and/or replace it with a new classification performing the same work as the existing classification for the purpose of lowering wage rates for the same work or reducing regular hours worked of bargaining unit employees and must first meet and discuss such modifications and/or eliminations with the Union. In the event the Village establishes any new classifications

pertaining to work of a nature performed by employees within the bargaining unit as established in Section 1.1, it shall provide the Union with at least fifteen (15) calendar days' notice prior to the time the new classification will be implemented, together with notice of the proposed salary rate. If the new classification is a successor to a classification included in the bargaining unit or if the new classification will perform a significant amount of work then being performed by a classification in the bargaining unit, the new classification shall be accreted to the bargaining unit and the parties shall file an appropriate petition for accretion with the Illinois Public Labor Relations Board. The Union may notify the Village within seven (7) calendar days of a desire to meet for the purposes of negotiating the proposed salary rate for the new classification. If the parties are unable to agree on a salary rate, the Village may temporarily implement its proposed rate while the Union grieves the issue of the proposed wage rate only, pursuant to the Grievance Procedures contained herein, commencing at Step III therein.

ARTICLE II.

UNION SECURITY

Section 2.1 - Dues Checkoff. During the term of this Agreement, the Village shall deduct from each employee's paycheck the Union dues and initiation fees for each employee covered by this Agreement for whom a written dues checkoff authorization, signed by the employee, has been filed with the Village. Any employee electing to join the Union during the term of this Agreement or who is a Union member at the time of signing this Agreement, shall maintain said membership for the duration of this Agreement and the Village shall deduct from such employees the appropriate dues for the duration of this Agreement. Such dues deduction shall be irrevocable for the life of this Agreement. The actual dues amounts to be deducted, as determined by the Union, shall be uniform. The Union may change the amounts once each year

during life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amounts of the dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues.

The amount of the above employee deductions shall be remitted to the Union by the Village 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 2.2 - Fair Share. Bargaining unit employees who are not members of the Union shall, as a condition of employment, commencing thirty (30) days after employment or thirty (30) days after the effective date of this Agreement, be required to pay a fair share fee to the Union for collective bargaining and contract administration rendered by the Union. Such fair share fee shall not exceed the full dues amount paid by members of the Union. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Union. The Union shall supply to the Employer a list of non-members and shall certify to the Employer the fair share amount to be deducted. Fair share amounts shall not include any contributions related to the election or support of any candidate for political office.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Accordingly, the Union agrees to the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share payers can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above, shall not be subject to the grievance/arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected employee and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois Public Labor Relations Board and the payment shall be made to said organization. This Section shall be applicable only if the Union produces evidence at the beginning of each fiscal year that at least 75% of the unit are members of the Union.

Section 2.3 - Indemnification. The Union shall indemnify and hold harmless the Village, its elected officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Village for purposes of complying with the provisions of this Article, or in reliance on any written checkoff

authorization or notice which is furnished pursuant to the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any improper amount received.

ARTICLE III. UNION RIGHTS

Section 3.1 - Union Release Time. Upon prior request and approval of the appropriate supervisor, an employee shall be allowed to attend meetings with management or supervisors scheduled on work time for the purpose of discussing disciplinary grievances provided the employee is directly involved in the matter or is a designated Union steward.

Union stewards shall be allowed to request to use paid leave (e.g., vacation, personal days) or unpaid leave (leaves of absence) for attending Union business. Such requests shall be handled under the same procedures and provisions of this Agreement that apply to such leave requests in all other situations and shall not be unreasonably denied.

Section 3.2 - Right of Access. Duly authorized officials of the Union shall be permitted during normal working hours, to enter Village facilities for purposes of handling grievances or administering the contract where such access does not reasonably interfere with Village operations. The Union official shall notify the Public Works Director or his designee that he desires access to Village facilities. The Union will not abuse this privilege, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may change or set reasonable access rules and such shall be subject to the grievance procedures set herein.

Section 3.3 - Union Bulletin Boards. The Village shall provide a bulletin board or space on a board at the Public Works garage facility to be used by the Union for posting

information pertaining to the Union. Items or information shall not be posted which are political, partisan, defamatory or inflammatory in nature.

ARTICLE IV. **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights through its Village Manager and his agents and designees to manage and direct the affairs of the Village of Palatine in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Village and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into, pursuant to this Agreement; to plan, direct, control and determine all the operations and services of the Village and its various departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment; determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; to

determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Village may establish all requirements, rules, policies and procedures for newly hired employees during their probationary period.

If in the sole discretion of the Mayor and Village Council or Village Manager, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor or the Village Manager during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager or his designee shall advise the President of Local No. 150 or the next highest officer of Local No. 150 of the nature of the emergency. The Village Manager or his designee shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of Local No. 150.

ARTICLE V. **NO STRIKE/NO LOCKOUT**

Section 5.1 - No Strike/No Lockout Commitment. Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing. No employee of the Village covered by this

Agreement shall refuse to enforce or carry out lawful orders and directives of the Village arising from or related to the performance of functions even if there is a labor dispute involving other persons. The Village agrees not to lockout employees during the term of this Agreement.

Section 5.2 - Resumption of Operations and Union Liability. In the event of action prohibited by Section 1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3 - Discipline of Strikers. Any employee who violates the provisions of Section 1 above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

Section 5.4 - Judicial Restraint. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

ARTICLE VI.

GRIEVANCE PROCEDURES

Section 6.1 - Grievance Defined. A "grievance" is defined as meritorious dispute, complaint or difference of opinion raised by an employee or the Union against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement.

Section 6.2 - Grievance Procedure. It is mutually desirable for an employee and his immediate supervisor to resolve problems through free and informal discussions. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

Step I: The employee, with or without a Union representative, or the Union, shall take up the grievance in writing with the Foreman responsible for the employee's position within five (5) working days of the first occurrence of the event giving rise to the grievance. (Probationary employees are excluded from this Article and may not file grievances.) The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Foreman, in consultation with the appropriate Division Superintendent, if necessary, shall then attempt to adjust the matter and shall respond in writing within five (5) working days.

No grievance shall be entertained or processed unless it is submitted in writing as set forth above within five (5) working days after the first occurrence of the event giving rise to the grievance or within five (5) working days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

Step II: If the grievance remains unsettled after the response in Step I and if the grievant desires to appeal the grievance, the grievant shall within five (5) working days of receipt of the response, present the grievance in writing to the Director of Public Works, giving specific reasons for rejecting the response in Step I. The Director or his designee may, in his discretion, schedule a conference within five (5) working days of receipt of the appeal to discuss the grievance. If no agreement is reached or if no conference is scheduled, the Director or his designee shall submit a written response within ten (10) working days of receipt of the appeal.

Step III: If the grievance remains unsettled after the response in Step II and if the grievant desires to appeal the grievance, the grievant shall within five (5) working days of receipt of the response in Step II, present the grievance in writing to the Village Manager, giving specific reasons for rejecting the response of the Director in Step II. The Manager shall respond to the grievance appeal in writing within ten (10) working days of receipt of the appeal.

Step IV - Arbitration: If the grievance is not settled in Step III, the matter may be referred by the Union only for arbitration by written request made by the Union within ten (10) working days of the Manager's response in Step III. Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the

arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternately strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representative.

2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

3. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

4. The arbitrator shall have no right to amend, nullify, ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way

limit or interfere with the powers, duties and responsibilities of the Village which are, under law, applicable court decisions, or pursuant to this Agreement, granted to the Village.

5. Any decision and award of the arbitrator rendered within the limitations of this Section shall be **final and binding** on the Union, the Village, the grievant(s), and employees by this Agreement.

Section 6.3 - Time Limit for Filing. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or Union. If the grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last response. If the Village does not respond to a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect or treat the grievance as denied at the Step and immediately appeal the grievance at the next Step. Any time period provided under the Steps of the grievance procedure may be extended by mutual agreement.

Section 6.4 - Grievance Forms. The written grievance required under this Article shall be presented on a form approved by the Village and the Union.

Section 6.5 - Union Stewards. Duly authorized representatives of the Union shall be designated in January of each year as stewards by written notice given to the Village Manager or his designee. The Union may designate up to three (3) stewards, who shall be the Union representatives for the purposes of this Agreement.

ARTICLE VII.
HOURS OF WORK AND OVERTIME

Section 7.1 - Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week or per year.

Section 7.2 - Normal Work Schedule and Work Week. The normal workday and work week for full-time employees consists of eight (8) consecutive hours per scheduled workday, and forty (40) hours per work week of five (5) consecutive calendar days. Regular part-time employees work hours as may be scheduled. The normal starting time currently varies from 6:00 a.m. to 6:00 p.m. Employees are required to report to work at the normal scheduled starting time. Any or all employees covered by this Agreement shall be subject to call twenty-four (24) hours per day in case of emergency. An emergency shall exist if so determined by the Employer or his designee.

However, the normal hours of work for bargaining unit employees other than those listed below shall be 6:30 a.m. through 3:00 p.m., from Monday through Friday, with any changes in work scheduling being discussed with the Union prior to their taking effect. This schedule will initially be put in place on a trial basis for a ninety (90) day period to determine if it is appropriate to continue it for the remaining term of the agreement. **The following positions have special needs and will observe hours of work consistent with the needs and expectations of their positions: Assistant Building Engineer, Utility Servicemen, Train Station Attendant, Part-time Positions, and Custodian.**

The Village may not change, alter or modify the normal work schedule of employees without first providing at least twenty-four (24) hours prior notice to any such employee, except

in the event of an emergency. In the event the Village alters or modifies the regularly scheduled work week for one or more employees to include work on Saturday or Sunday, the Union and the Village shall negotiate the effects of such change upon request by the Union.

Section 7.3 - Lunch/Rest Periods. There shall be two (2) paid rest periods of fifteen (15) minutes each during regular shift: one during the first half and the other during the second half of the employee's normal workday. Subject to emergency needs, employees will be allowed to take one-half (1/2) hour unpaid meal period when they are scheduled for a normal workday. Employees may combine the afternoon break with lunch only when authorized or directed by a supervisor. Employees will take their breaks at their work site or at any other convenient location which is not detrimental to the operation of the Village as determined by the Foreman or Superintendent overseeing the operation. Any employee asked to work without a lunch break shall be paid 1/2 hour additional time actually worked.

Break periods and meal periods shall be available when employees are called-in for or assigned additional duties during work periods outside their regular schedule as follows: After three (3) hours of work, an employee is entitled to one fifteen (15) minute paid break period which shall be scheduled as arranged between the supervisor and the employee; after four and one-half (4 1/2) hours of work, an employee is entitled to a thirty (30) minute meal period. This meal period shall be unpaid except when the assignment involves emergency work (e.g., snowplowing), when it will be a paid meal period. If the employee works eight (8) hours on this assignment, he shall be entitled to a second, fifteen (15) minute paid break period during the last two (2) hours of work, to be scheduled as arranged between the supervisor and employee. If the work assignment exceeds eight (8) hours, this procedure shall be repeated.

Section 7.4 - Overtime. Employees shall be paid overtime pay at the rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in their normal work week or in excess of eight (8) hours in their normal workday, except employees who work on Sundays or holidays will be paid double time. Employees who work during Street Fest (or the same event with a similar name) shall receive time and one half (1.5) times their regular rate of pay for Sunday work. For the purposes of determining an employee's regular hourly rate of pay for full-time employees, an employee's base salary shall be divided by 52 weeks and then divided by 40. A regular part-time employee's regular hourly rate of pay is that which may be set or the applicable annual base salary amount divided by the method set forth above. For purposes of this Article, "time worked" shall be defined to include those hours for which the employee actively performs services for the Village as well as paid leaves of absence such as: vacation time; sick leave; personal days; holidays, safety days; and, workers disability leave. Overtime shall be assigned as needed by the Director of Public Works or his designee(s).

Section 7.5 - Compensatory Time In Lieu of Compensatory Pay. In situations where it is determined to be in the best interest of the Village and when mutually agreed upon by the Village and an employee covered by this Agreement, the Village shall grant compensatory time off in lieu of overtime at the appropriate overtime rate. In such situations, compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee and the Village. Compensatory time off shall be taken within a reasonable period of time, and in any event it shall be used within three hundred and sixty-five (365) days of when it was earned. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay.

Employees may not accumulate more than one hundred twenty (120) hours of compensatory time. Permission to utilize compensatory time will not be unreasonably denied if operating requirements will not be adversely affected, as may be determined by the Public Works Director or his designee. Permission to accrue compensatory time will not be unreasonably withheld.

In the event an employee is called to work outside his/her regularly scheduled working hours, he/she may utilize comp time benefits during his/her regular shift on that day, provided: (a) the remaining provisions of Section 7.5 are satisfied by the employee, and (b) the additional hours were not previously scheduled by the Village. Comp time benefits taken in accordance with this paragraph shall be considered as "hours worked" for purposes of computing overtime payments.

Section 7.6 - Required Overtime/On-Call. The Village shall have the right to require overtime work when necessary at any time. Employees shall not refuse overtime except in the case of a family or personal emergency relating to the health and safety of the employee or his family, provided that such an emergency situation does not also apply to the Village or a significant portion thereof. The details of the meaning of the term "emergency" shall be determined by a labor- management committee including the Village Manager or his designee. In consideration of this obligation and in recognition that emergency overtime assignments may be necessary at any time, and arise with regularity during winter months for snow removal work, the Village will establish an on-call list pursuant to the mutually agreed upon Department policy. The employee whose name appears on the on-call list during that seven day period is expected to report for any emergency overtime as required and directed during the period. If the employee fails to report when directed or cannot be reached by telephone, he will lose the supplemental on-call pay provided by this Section for that period for the first occurrence. In the event an

employee is directed to report for overtime work and he fails to report or cannot be reached on a second and/or subsequent occasion, he shall be appropriately disciplined. The Village may require overtime work by callout or assignment at other times not covered during the months that the rotating list set forth above is in effect.

Section 7.7 - No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 7.8 - Call-In Pay. Employees who are called in to work outside their regular scheduled hours (i.e., work hours not contiguous to their previously scheduled hours or not on their previously scheduled workday) shall be compensated for time worked at their applicable overtime rate of pay pursuant to this Article. In the event the call-in is for emergency work (not scheduled in advance), a minimum guarantee of two (2) hours of pay shall apply.

Section 7.9 - Overtime Distribution. It is agreed that the nature of overtime work available to employees covered by this Agreement is often of an emergency nature, and may require special skills, qualifications and abilities that may limit the potential assignment of the work. The Village will seek to make overtime work opportunities primarily available to the employee in the Public Works Department divisions that are normally assigned to that work who have the necessary skills, qualifications and abilities, these factors being equal, the most senior employees shall be given first opportunity of "on-call" and overtime opportunities. Employees are allowed to lower their position for overtime on the call-out list if they choose. The Union and the Employer agree to use the labor-management meetings to monitor this section.

Section 7.10 - Recording of Time: Effective upon signing of the successor collective bargaining agreement, the covered employees will be relieved of their obligation to utilize the electronic time clock to record their hours of work. Provided, however, consistent with the

Village's obligations under the state and federal wage and hour laws, all employees shall be required to accurately record their hours of work and every employee is expected to sign in when reporting to work and out upon completion of the work day. In the event of abuse of this practice, the Village retains the right to return to the time clock system without prior notice.

ARTICLE VIII. **SENIORITY**

Section 8.1 - Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the Village's Public Works Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

Section 8.2 - Probationary Period - Newly Hired Employees. All new employees (including employees rehired after loss of seniority) shall be probationary employees until they complete a probationary period of nine (9) months of work. Upon the recommendation of the Director of Public Works, the Village Manager may extend an employee's probationary period for up to three (3) additional months. Before the Director makes such recommendation, he will notify the Union and discuss the matter with a Union representative if requested.

During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the Village without recourse to the grievance procedure. Upon request of the Union made within two (2) workdays of the termination, the Village may meet with a representative of the Union to discuss the termination of a probationary employee. In the event an employee's probationary period is extended pursuant to this Section for up to an additional three (3) months, the employee shall then attain all other rights as may

exist under this agreement **except** seniority and recourse to the grievance procedure in the event of termination, discipline, suspension or layoff.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 8.1 which shall be retroactive to his last date of hire with the Village in a full-time position. In the event a temporary employee becomes a full-time employee performing substantially the same work he was performing for a continuous period immediately prior to becoming a full-time employee, such time served as a temporary employee shall be credited to the probationary period and seniority shall date from the time of hire as a temporary employee.

Section 8.3 - Probationary Period – Following Promotion, Reassignment, or Transfer. If an employee is promoted or receives a voluntary reassignment or voluntary transfer from one bargaining unit position to another, or from a non-bargaining unit position to a bargaining unit position, the employee will be considered a probationary employee for the first three (3) months following the effective date of the promotion, reassignment, or transfer. During this probationary period, the Village retains the right to demote or transfer such employee, with or without cause, to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion, reassignment, or transfer.

Section 8.4 - Seniority Termination. An employee shall be terminated and his seniority broken when he:

- (a) Quits;
- (b) Is discharged for just cause (probationary employees without just cause);
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- (d) Retires;

- (e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by a doctor;
- (f) Is laid off and fails to report for work within fourteen (14) calendar days of being recalled;
- (g) Does not perform work for the Village for any reason for a continuous period in excess of eighteen (18) months (except for absence due to military service); or
- (h) Fails to report to work or notify the Village during an absence of two consecutive workdays unless the employee is unable to do so for reasons beyond his control which could not be reasonably anticipated or planned for.

ARTICLE IX.
LAYOFF AND RECALL

Section 9.1 - Layoff. The Village in its discretion shall determine whether layoffs are necessary and shall determine which positions or classification will be subject to layoff. If it is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position, and then followed by the least senior employees in the position in inverse order of their seniority. The Village may layoff employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into the **last** classification or position he may have held (provided it is not a higher level position), if **any**, provided that he has more seniority than any other person in that classification or position, and further provided that he is qualified to perform the duties of the position within three (3) working days of training and experience. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping

rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

The Village shall give the Union at least thirty (30) days' notice of any initial layoff under this Section except in emergency situations, during which time the Village and the Union will meet to negotiate the layoffs and any alternatives available.

Section 9.2 - Recall. Employees who are laid off shall be placed on a recall list for a period equivalent to two (2) years. If there is a recall in the employee's job classification or position, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without substantial additional training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall report for duty within fourteen (14) days following receipt of the recall notice. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Village with his current address. If an employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

ARTICLE X.

HOLIDAYS AND PERSONAL DAYS

Section 10.1 - Holidays. All full-time employees shall receive the following paid holidays:

New Year's Day
Independence Day

Memorial Day
Labor Day

Christmas Day
Thanksgiving Day
Day after Thanksgiving
President's Day

Veterans Day

In addition, full-time employees are entitled to one (1) floating holiday on a calendar year basis, after completion of the probationary period. Floating holidays are scheduled pursuant to policies established by the Director and subject to his approval. Floating holidays must be used within the calendar year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Floating holidays may not be carried over from one calendar year to the next, and floating holidays not taken by the end of the calendar year shall be forfeited.

Section 10.2 - Specific Applications - Holidays.

- (a) If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off and Sunday holiday shall be designated as Monday off.
- (b) If a holiday occurs during an employee's regularly scheduled vacation, the extra day shall be added to the employee's regularly scheduled vacation period.
- (c) In order to qualify for holiday pay, the employee shall work his last scheduled day before the holiday and the scheduled day after the holiday, unless absence is excused by the Director.
- (d) In the event one or more of the above-listed holidays is designated a floating holiday by the Village Manager and is scheduled for another day for all other non-represented Village employees, the same shall apply here. This shall not result in any reduction in holiday benefits.
- (e) Employees are permitted to use an earned and unused vacation or personal day to celebrate Martin Luther King's Birthday, provided the Employee otherwise satisfies the requirements for receiving such a day off.

Section 10.3 - Holiday Pay. Holiday pay shall be based on eight (8) hours' pay at the regular rate of hourly pay for full-time employees. Employees who work on a holiday shall be paid for time worked at double their applicable rate of pay in addition to eight (8) hours of

holiday pay at their regular rate of pay. Compensatory time in lieu of holiday pay may be granted, consistent with Section 7.5 of the contract.

Section 10.4 - Personal Days (3). Full-time employees are entitled to personal days on a calendar year basis after completion of the probationary period. Personal days are scheduled pursuant to policies established by the Director and subject to his approval. During the term of this Agreement, full-time employees are entitled to three (3) personal days. Personal days must be used within the calendar year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Such personal days may not be carried over from one calendar year to the next and may not be taken on any of the above-mentioned holidays. Personal day(s) not taken by the end of the calendar year shall be paid to the employee. Any accrued personal days outstanding and due to the employee shall be paid to him upon his resignation or retirement from employment.

ARTICLE XI. **VACATIONS**

Section 11.1 - Vacation Accrual. Full-time employees shall be eligible to accrue and use vacation leave time pursuant to the terms of this Article. Vacation credits are accrued as follows:

- A. Beginning with the first day of service through the completion of six (6) years of continuous service, an employee shall be allowed to accrue ten (10) vacation days' credit. Such vacation day credit shall be calculated on the basis of 5/6th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed two (2) work weeks (10 workdays).
- B. Beginning with the first day following completion of six (6) years of continuous service, an employee shall be allowed to accrue five (5) additional vacation days' credit. Such additional vacation day credit shall be calculated on the basis of 5/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed three (3) work weeks (15 workdays).

C. Beginning with the first day following completion of fourteen (14) years of continuous service, an employee shall be allowed to accrue up to five (5) additional vacation days' credit. Such additional vacation days' credit will be calculated on the basis of 5/12th vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed four (4) work weeks (20 workdays).

D. Beginning with the first day following completion of twenty (20) years of continuous service, an employee shall be allowed to accrue up to three (3) additional vacation days' credit. Such additional vacation days' credit will be calculated on the basis of 3/12th vacation day credit for each full month of service.

The total yearly credit under this paragraph shall not exceed twenty-three (23) workdays.

E. Beginning with the first day following completion of twenty-five (25) years of continuous service, an employee shall be allowed to accrue up to two (2) additional vacation days' credit. Such additional vacation days' credit will be calculated on the basis of 3/12th's vacation day credit for each full month of service. The total yearly credit under this paragraph shall not exceed twenty-five (25) workdays.

F. Probationary employees shall earn vacation credit at the rate of 5/6th of a vacation day for each calendar month of satisfactory service.

G. No employee is entitled to use any vacation time until he has completed six (6) full months of consecutive full-time employment. Entitlement may be granted by the Director for unusual circumstances.

H. In the event the employee completes his six month probationary time before the calendar year ends, the employee may either utilize his vacation credit earned in the current year, or carry them over to the next year.

I. Vacation credits shall not be earned in any calendar month in which the employee actually works less than eighty (80) hours (excluding vacation time, sick leave, and worker's disability leave due to a job-related injury).

J. At the time of separation of employment, the employee will be paid for all unused accrued, vacation credits. If an employee has taken more vacation days than accrued, arrangement will be made to reimburse the Village for the unearned days. All unused, accumulated vacation will be paid sixty (60) days post-retirement.

Section 11.2 - Scheduling and Vacation Pay. Vacations shall be scheduled pursuant to procedures established by the Director, and vacation scheduling shall be subject to the Director's

final approval. The number of employees who may schedule vacations during the period of November 15th through May 15th may be limited by the Director in his discretion. Seniority will apply in the event of a dispute over scheduling vacation time that cannot be resolved by other means. Employees must take vacation credits accrued within the twelve (12) month period following the end of the calendar year in which they were earned, and they may not be carried over past that time except upon request to and the approval of the Village Manager. Payment in lieu of vacation time off may be allowed only in the sole discretion of the Village Manager. However, unused vacation time which is not carried over shall be paid to the employee at the end of the calendar year if the Village's scheduling and operational needs resulted in the inability of the employee to take such vacation time off during the calendar year. In the event a holiday occurs during an employee's vacation, the employee will be credited with an additional vacation day. Vacation pay shall be paid at the employee's regular hourly rate of pay (straight time) in effect on the pay date immediately preceding the vacation. Vacation credit is calculated at the beginning of each calendar year. In the event an employee reaches another vacation period level on his anniversary date during the calendar year, he will be given additional pro-rated hours of vacation time from the anniversary date through the end of the calendar year. Regular part-time employees shall not be eligible for vacation.

ARTICLE XII.

SICK LEAVE

Section 12.1 - Sick Leave Purpose. Sick leave with pay is provided as a benefit to full-time employees in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work

while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their physician or other treating professional, or acting pursuant to reasonable instructions for care. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the Village may ferret out sick leave abuse. Abuse of sick leave, including but not limited to feigned illness or carrying out of personal chores unrelated to the illness or other employment, are cause for discipline up to and including termination.

Section 12.2 - Allowance. Any full-time employee contracting or incurring any non-job-related sickness or disability shall be eligible for sick leave with pay under the conditions set forth in this Article. In the event of an absence due to injuries or illnesses directly attributable to work at other employment, the employee is not eligible for sick leave payments under this Article. Sick leave is not personal time or personal leave, and it will be allowed only in the case of injury or illness as defined herein.

Section 12.3 - Accumulation, Deduction and Buy-Back. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service. In the event an employee actively works less than eighty (80) hours (excluding vacation time, holiday and personal time) in a calendar month, he will not earn sick leave credit for that month under this Article. Employees may accumulate not more than eight hundred (800) hours of sick leave. Sick leave taken during the year shall be deducted from sick leave earned during the twelve (12) months preceding December 1st.

For employees who have accumulated more than eight hundred (800) hours of sick leave as of April 1, 2013, upon execution of this Agreement in 2013, the Village shall reimburse each such employee at his/her rate of pay in effect as of December 31, 2012, for 50% of all

accumulated sick leave in excess of eight hundred (800) hours and deposit it into the Village's RHS Plan, and the remaining 50% of such sick leave accumulated in excess of eight hundred (800) hours shall be set aside and reserved only for the purpose of obtaining IMRF service credit (subject to IMRF limitations), upon the employee's separation from service with the Village, and such remaining sick leave in excess of eight hundred (800) hours shall not be available for any other purpose, including use as sick leave. For any such employee, after such reduction of sick leave hours to eight hundred (800) has been accomplished, as described hereinabove, except as provided hereinafter, such employee shall not continue to accumulate sick leave unless and until such sick leave accrual has been reduced below eight hundred (800) hours, and thereafter such employee may not accumulate more than eight hundred (800) hours of sick leave.

Once an employee accumulates a sick leave balance of eight hundred (800) hours (100 days), the amount of sick leave accumulated and unused in that calendar year in excess of eight hundred (800) hours shall be set aside and reserved only for the purpose of obtaining IMRF service credit (subject to IMRF limitations) upon the employee's separation from service with the Village, and such remaining sick leave in excess of eight hundred (800) hours shall not be available for any other purpose, including use as sick leave.

Employees who have not exhausted their sick leave credits for the current year are eligible for up to two (2) days' pay, payable on the pay day preceding Christmas, based upon the following schedule:

Effective 1/1/2015:

<u>Number of Sick Leave Days Used</u>	<u>Number of Days Eligible For Buy Back</u>
0-1	2
In excess of 1, but not to exceed 2	1.0

Sick leave days that are bought back will be deducted from unused sick leave earned, and any remaining sick leave days will be accumulated with sick leave carried over from prior years.

Nothing in this Agreement shall abrogate the rights of certain employees who have letter agreements maintained in their personnel files providing that they may seek reimbursement for specified amounts of sick leave hours upon separation from employment under the terms and conditions set forth in those letter agreements.

Section 12.4 - Sick Leave Payments and Conditions. Sick leave pay shall be equivalent to the employee's regular hourly rate of pay in effect at the time sick leave is taken. In the case of an absence of more than three (3) consecutive scheduled workdays, the Village may require an employee to submit an acceptable physician's certification to be eligible to receive sick leave pay for any such time; such certification may also be required under these circumstances before an employee will be allowed to return to work. Failure to produce such certification when requested results in ineligibility for and forfeiture of sick leave pay for that occurrence. In addition, the Village may, at its discretion, require an employee who is or otherwise eligible to receive sick leave pay for an absence of more than three (3) workdays to submit to an examination by a physician at the Village's expense to determine fitness for duty. Failure to submit to such examination shall result in a forfeiture of eligibility for sick leave pay. Failure to return to work upon a finding of fitness for duty following the examination by the Village physician, if he shall so determine, shall also result in forfeiture of all sick leave pay commencing after the finding is issued. Sick leave will not be paid until the days are earned under the schedule set forth above.

Section 12.5 - Notification. Notification of absence due to sickness shall be given to the Village no later than thirty (30) minutes before the employee's starting time, and before every scheduled workday thereafter (unless the requirements for notification are waived by the appropriate supervisor). A notification procedure shall be posted at all times to inform employees whom they shall notify and how such notification shall be made. Failure to provide proper notice of sickness may be considered an absence without pay and may result in forfeiture of all sick leave pay.

Section 12.6 - Sick Leave Donation. Employees shall continue to be allowed to "donate" accrued sick leave to those employees in need of sick leave, pursuant to prior practice and procedure established by the Village.

ARTICLE XIII.

WAGES

Section 13.1- Base Salary. During the term of this Agreement, the applicable base rates for positions covered by this Agreement effective January 1, 2016, January 1, 2017, January 1, 2018, and January 1, 2019⁵ are set forth in Appendix A. The wage rates for 2016 are not retroactive.

Section 13.2 - Longevity Bonus Pay. Senior employees hired before January 1, 2013 shall be paid longevity bonus pay pursuant to the schedule below during the term of this Agreement. Employees hired on or after January 1, 2013 shall not be eligible to receive such longevity bonus pay. The bonus payment shall be included within employee's regular payroll earnings and will be paid on the second regular payday prior to Christmas of the year the employee's longevity anniversary date occurs:

After 8, 9 and 10 years of full-time service	\$300.00
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After 11, 12, 13 and 14 years of full-time service	\$550.00
After 15, 16, 17, 18 and 19 years of full-time service	\$750.00
After 20 years of full-time service	\$1,000.00

Section 13.3 - Step Advancements. The base salary rates for each position consist of eight steps (1 through 8). The rate at which the employee is hired at Step 1 is the base salary range for that employee. After six total months of employment, the employee will automatically advance to the next step (Step 2 for the employee). After one year (total) of employment, the employee will automatically advance to the next step (Step 3 for the employee).

Advancement to successive steps (Steps 4 and above for the employee) in the base salary range is based upon review and recommendations conducted prior to each anniversary date commensurate with regularly scheduled performance evaluations. Employees shall be given copies of such performance evaluations. Advancement to Step 4 and above is not automatic but rather is made only if the employee has demonstrated continual development and advancement of skills and abilities; performance of assigned tasks with greater and increasing skills; exemplary behavior; increased work effort; and high quality of work. Employees who are not advanced when eligible on their anniversary dates shall be reviewed again six months prior to their next anniversary date. If they are advanced at that time, they will remain eligible for consideration to advance to the next step upon their next anniversary date.

Employees eligible for step advancement who may be potentially subjected to an unfavorable performance review evaluation will be notified at least three (3) months prior to their anniversary date. Employees who are denied step advancement may utilize the grievance procedure with all provisions to apply except that the grievance shall be filed in writing

commencing at Step 2 within the time limit specified for an initial grievance, and further provided that the denial of a step advancement shall be subject to limited review only to ascertain whether the Village acted arbitrarily and capriciously in denying advancement.

Section 13.4 - Merit Based Incentive Compensation Program. A full time employee with at least two (2) years of full time service in the Village's Public Works Department will be considered for promotion by the Director (and/or his designee) from the position of MAINTENANCE WORKER I to MAINTENANCE WORKER II, or Mechanic I to Mechanic II in the event he/she meets all of the criteria listed under any one of the following three categories for promotion:

- A. **Education Based Promotion:** The employee must have completed and presented adequate proof of receipt of an Associate's Degree from an accredited school, in a previously approved course of study. The Village agrees not to unreasonably withhold approval of a course of study under this provision provided it is reasonably related to the essential job functions of the Maintenance Worker II or Mechanic II position and it is consistent with the betterment of the operations of the Public Works Department. For illustrative purposes only, a course of study in Business Management or Maintenance would be deemed to be acceptable whereas a course of study in Art, Music or a similar liberal arts subject would not be acceptable for purposes of this provision.

B. Performance Based Promotion: The employee must have met all of the following conditions as of the time he/she is eligible to be considered for promotion:

1. Held the position of MWI or Mechanic I in Step 8 for a minimum period of thirty six (36) months as of the time he/she is eligible to be considered for promotion. The first evaluation year considered for Mechanic II will be 2010.

2. Has no record of work-related and/or driving accidents which resulted in a loss of a safe driving day within the most recent twenty four (24) month period immediately prior to the time he/she is being considered for promotion. (The determination as to whether this factor has been satisfied is determined by the then-sitting members of the Village-wide Safety Committee).

3. Has a work record that is free of any record of disciplinary action within the thirty six (36) month period immediately prior to the time he/she is being considered for promotion.

4. Has achieved minimum ratings of the following on the two (2) most recent annual performance evaluations conducted prior to the time he/she is being considered for promotion: (i) rating of "satisfactory" or higher in all categories of review, and (ii) rating of "strong" in at least ½ of all categories of review.

C. Extraordinary Contribution Based Promotion: The employee must have met all of the following conditions as of the time he/she is eligible to be considered for promotion:

1. Achieved the position of MWI or Mechanic I position in Step 8;

2. Has no record of work-related and/or driving accidents which resulted in a loss of a safe driving day within the most recent twenty four (24) month period immediately prior to the time he/she is being considered for promotion. (The determination as to whether this factor has been satisfied is determined by the then-sitting members of the Village-wide Safety Committee).
3. Has a work record that is free of any record of disciplinary action within the thirty six (36) month period immediately prior to the time that he/she is being considered for promotion. The first evaluation year considered for Mechanic II will be 2010.
4. Has achieved minimum ratings of the following on the four (4) most recent annual performance evaluations conducted prior to the time he/she is being considered for promotion: (i) rating of “satisfactory” or higher in all categories of review, and (ii) rating of “strong” in at least majority of all categories of review.

D. Applicable Rate upon Promotion:

An employee promoted under Paragraph A, “Education Based Promotion,” shall be placed in the Maintenance Worker II or Mechanic II step that is higher than the employee’s current step. An employee promoted under Paragraph B, “Performance Based Promotion,” or Paragraph C, “Extraordinary Contribution Based Promotion,” shall be placed in the MWII or Mechanic II classification at the step rate of pay that is at least higher than the Step 8 rate for the MWI or Mechanic I classification, whichever is applicable. Employees must maintain

satisfactory performance upon promotion. Any employee who was promoted under Paragraph A of this Section and who has served in the MWII or Mechanic II classification for less than three (3) years, and who has consecutive years with any rating less than satisfactory in any category of review, shall be returned to the MWI or Mechanic I classification with no more than a two step reduction, and then will be eligible for reconsideration in subsequent years, pursuant to the terms of this paragraph. Any employee who was promoted under Paragraph A of this Section who has served in the MWII or Mechanic II classification for at least three (3) years, and who has consecutive years with any rating less than satisfactory in any category of review, shall be reduced three (3) steps in the MWII or Mechanic II classification (except employees who were promoted to MWII or Mechanic II before January 1, 2013, shall be reduced two (2) steps in the MWII or Mechanic II classification). Any employee who was promoted under Paragraphs B or C of this Section, and who has consecutive years with any rating less than satisfactory in any category of review, shall be reduced two (2) steps in the MWII or Mechanic II classification. Thereafter, the employee will be eligible for consideration for a step adjustment following twelve (12) months of satisfactory performance in the MWII or Mechanic II position. Section 13.4 shall be subject to the Grievance Procedure as indicated in Article VI of this Agreement.

E. Performance Counseling Session.

If a non-probationary employee who is not at the top step of his/her classification requests in writing, a coordinator will conduct a counseling session regarding such employee's performance, not to exceed one (1) such counseling session per year.

ARTICLE XIV.
INSURANCE

Section 14.1 - Health Insurance. All covered employees shall remain ineligible for the Village's health, prescription, and dental plans.. Full-time bargaining unit employees will participate in the health and dental insurance plans administered by the Midwest Operating Engineers Health and Welfare Fund ("Fund") without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. Effective January 1, 2016, the Village will contribute towards health insurance premiums for eligible covered employees enrolled in the Fund Plan at the rate of one thousand, six hundred seventy-five dollars (\$1,675) per month for family coverage and six hundred and seventy-five dollars (\$675) per month for single coverage. Effective May 1, 2017, the Village will contribute towards health insurance premium contributions at the rate of one thousand, nine hundred twenty-one dollars (\$1,921) per month for family coverage; one thousand, two hundred and sixty dollars (\$1,260) per month for single plus one coverage; and six hundred thirty dollars (\$630) per month for single coverage. Effective May 1, 2018, the Village will continue to contribute for single coverage, single plus one coverage and family coverage; rate increases will be determined by the Fund but shall not exceed 10% of the rates in effect immediately prior to May 1, 2018. Effective May 1, 2019, the Village will continue to contribute for single coverage, single plus one coverage and family coverage; rate increases will be determined by the Fund but shall not exceed 10% of the rates in effect immediately prior to May 1, 2019.

All additional premium costs during the term of this agreement (if any) shall be borne exclusively by the covered employees. The Union agrees to provide the covered employees health insurance and the Village agrees to remit payment on a monthly basis. Unless mutually

agreed to otherwise, the Village will provide the Union the insurance premium amounts on the tenth (10th) day of the month preceding the coverage month (*i.e.*, February premium payment paid by January 10th).

Section 14.2 – Plan Coverage. The Union and the authorized representatives of the Trustees of the Union’s health insurance plan have provided assurances to the Village that they will be responsible for the administration and compliance with all obligations under the COBRA provisions of federal law. Additionally, the Union and the authorized representatives of the Trustees of the Union’s health insurance plan have represented that all of the employees covered by this collective bargaining agreement are eligible to participate in the union’s insurance plan throughout the term of this agreement. In the event that the Union (and/or the Plan Trustees) refuses to cover any of the employees who are covered by the collective bargaining agreement, then this will be deemed to be a breach of this Agreement by the Union.

Section 14.3 - Retiree Health Insurance. Throughout the entire term of this Agreement and for so long as required by law, the Union and the authorized Trustees of the Union’s health insurance plan represent and agree that they will comply with all applicable laws to ensure that the health insurance plan offered to the covered employees includes a retiree health insurance to covered employees sufficient to satisfy the obligations of both the Village and the Union as required by applicable law, including the Municipal Employees’ Continuance Privilege, 215 ILCS 5/367j.

Section 14.4 - Retirement Health Savings Plan (RHS). Covered employees will participate in the Retiree Health Savings program subject to the remaining terms and conditions of the Plan. Upon separation of employment from the Village, any sick leave buy back benefit available at that time will be deposited into the employee’s RHS account.

Section 14.5 - Terms of Plan to Govern. The extent of coverage under the Fund plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning coverage under such Fund plan and/or policies shall be resolved in accordance with the terms of and conditions of such plan or policy, and shall not be subject to the grievance procedure of this Agreement.

Section 14.6 - Wellness Benefit Contribution. From and after January 1, 2018, a wellness benefit contribution shall be deducted by the Village from the wages of all bargaining unit employees, the amount of which shall be determined by the Village pursuant to a mutually agreed upon formula with the Union. Such employees will be eligible to participate in the Village's Section 125 Flexible Spending for Medical and Dependent Care Plan, the Village's Voluntary Vision Plan, and the Village's Life & Accidental Death/Dismemberment Insurance, on the same terms as all other full-time non-represented employees of the Village eligible for such plans or coverage, as the same may be changed from time to time by the Village.

ARTICLE XV.

BIDDING AND POSTING

Section 15.1 - Procedure. When the Village determines that there is a vacancy either in an existing classification covered by this Agreement (other than Laborer and Custodian I) or by virtue of the establishment of a new classification covered by this Agreement, a notice of the vacancy shall be posted on bulletin boards regularly used for such purpose accessible to employees covered by this Agreement for at least five (5) working days. The Village may also post notice of such vacancy to other Village employees or take other steps to recruit or advertise

the vacancy outside the Village as it deems appropriate. Any employee covered by this Agreement desiring to bid on the posted vacancy shall submit his name and any other materials in support of his bid by the date indicated on the posted notice to be eligible for consideration. An employee may not, however, bid down, i.e., bid upon a vacancy in a lower-rated or lower-paid classification. Nothing herein shall otherwise restrict the Village's management rights under this Agreement. This Section applies only to posted job openings and does not restrict the Village's right to transfer employees.

Section 15.2 - Selection. The Village shall first consider the bids of any employees covered by this Agreement, and shall award the vacancy to the most senior, qualified bidder (if any). Qualifications shall be judged by the Village Manager and the Public Works Director, whose judgment shall not be overturned unless arbitrary and capricious. In the event it is determined that there is no qualified bidder from among employees covered by this Agreement, the Village may fill or not fill the vacancy as it deems appropriate. In addition, the Village may determine at any time not to fill the vacancy even if there are qualified bidders or applicants, provided that such determination is not for the purpose of discriminating against an employee in contravention of the non-discrimination clause.

Section 15.3 - Trial Period. In the event an employee is selected to fill the vacancy following a bid, the employee will serve a trial period of three (3) months, during such period he may be returned to his original position by the Village for any reason related to work performance or inability to satisfy job expectations. The employee may also return to his original position by written request submitted no later than sixty(60) days following the start of the trial period.

ARTICLE XVI.
LEAVES OF ABSENCE

Section 16.1 - Discretionary Leaves. The Village may grant a leave of absence to any employee without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager and the Director of Public Works as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the employee. The Village Manager in his sole discretion may grant such a request for a period not to exceed ninety (90) days, and will set forth the terms and period for such leave. An extension may be requested and will be considered only under unusual circumstance. A leave of absence **will not** be granted to enable an employee to seek work, to work at, or to accept other employment; an employee who violates this prohibition may be terminated immediately. Employees who engage in unauthorized employment during such leave may be disciplined or terminated immediately, and their leave shall be immediately revoked in addition to any other action that may be taken. An employee may be disciplined or terminated for violating any conditions imposed upon his leave of absence. Seniority shall not accumulate while an employee is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. Credit for vacation, sick leave and retirement fund shall not be earned during the leave.

Upon timely return from a discretionary leave of absence, the Village will place the employee in his previous position, if the position still exists and is vacant as determined in the Manager's sole discretion; if the position still exists and it is not vacant, the employee will be placed in the first available opening in his position according to seniority if skills and abilities are

otherwise equal. If, upon expiration of a leave of absence, there is no work available and if the employee could have been laid off except for his absence on leave, he shall go directly to layoff.

An employee on leave of absence will be terminated if he fails to return from leave at the conclusion of the authorized leave; or if he resigns, quits or is terminated by the Village while on leave.

Section 16.2 - Military Leave. Military leave without pay shall be granted in accordance with applicable law.

Section 16.3 - Maternity Leave. Disability due to pregnancy as certified by an employee's doctor will be treated like any other sickness or disability. Additional unpaid leaves of absence related to maternity where no disability exists may be granted under the conditions set forth in Section 16.1. Return to duty after unpaid maternity leave is governed by Section 16.1.

Section 16.4 - Funeral Leave. In the event of death in the immediate family (defined as the employee's spouse, children, step-children, parents, step-parents, mother-in-law, father-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law), an employee shall be granted time off with pay up to a maximum of three (3) consecutive workdays as may be needed prior to and including the day of the funeral, if the employee attends the funeral. Additional unpaid time off for the purpose of activities associated with the funeral or a death in the immediate family approved by the Director of Public Works in his sole discretion.

Section 16.5 - Jury Duty. An employee summoned for jury duty before a recognized court of law will be granted an excused absence with pay for the period of jury duty. The employee must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. The employee shall present the jury duty pay check to their supervisor as demonstration of completed jury duty service. The

employee shall keep the jury duty check in addition to receiving their regular pay. Employees are expected to report to work whenever the court schedule permits. Employees who are summoned by subpoena or legal process to testify in a court proceeding shall also receive benefits in accord with this Section.

Section 16.6 - Family and Medical Leave Act. The Employer shall adhere to all terms and conditions under the Federal Family and Medical Leave Act, as hereinafter amended.

ARTICLE XVII.

GENERAL PROVISIONS

Section 17.1 - Employee Safety. Employees are expected to conduct themselves and to perform work in a manner consistent with safe practices. The Village's Public Works Department has established a comprehensive safety policy as well as a safety committee. Nothing in this Agreement shall abrogate or affect in any way the Village's right to establish, modify and enforce its safety rules and regulations, as well as the operation of its safety committee, and matters pertaining to the safety rules and the safety committee are not subject to this Agreement, including but not limited to the grievance and arbitration procedure. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform his Foreman or other supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified. The employee shall follow the direction given by the supervisor.

Employees are also entitled to receive one additional personal day off with pay during the calendar year as a "safe driving day". Employees covered by this Agreement who are required to drive a motor vehicle and who are determined to have had no preventable accidents (alone or by

shared responsibility) during the calendar year are entitled to take this additional personal day under Article X of this Agreement as a safe driving day. Determination of preventable accidents is made pursuant to the established safety rules and regulations set forth in the paragraph above.

Section 17.2 - Uniforms. The Village will provide necessary uniforms and work clothing to employees covered by this Agreement. The Village reserves the right to modify, alter, or change any uniform or uniform items, and to establish all aspect of the type, amount, nature and style of uniforms provided. Uniforms shall be worn during working hours and shall not be worn at any other time except when traveling to and from work.

Section 17.3 - Shoe and Boot Allowance. The Village will provide each full-time employee with a \$125.00 allowance each calendar year for purchase of boots and/or work shoes approved by the Director. Employees may carry over the allowance for an additional calendar year, up to a maximum of a \$250 allowance. Employees will be reimbursed up to that amount for the purchase of approved shoes and/or boots upon presentation of receipts.

Section 17.4 - Tool Allowance. Employees who are required to purchase or supply tools may request reimbursement from the Director for tools that are broken, lost, stolen or damaged in the conduct of Village work. The annual tool allowance for mechanics shall be \$625. The Director shall exercise the sole discretion to approve such requests, as well as to establish the terms and conditions upon which such requests may be granted. The Director may require an employee to supply a minimum required set of tools and an inventory list of the tools he supplies.

Section 17.5 - Driver's License. It is a necessary prerequisite for any position covered by this Agreement that the employee possess and maintain at all times an Illinois driver's license (Class B Commercial Driver's License with an X Endorsement) in good standing that has not been revoked or suspended in any way that would prohibit him from driving as part of his regular

work duties with the Village. In the event an employee is unable to legally drive a motor vehicle to carry out his duties with the Village, he may be assigned other work or he may be laid off or terminated by the Village in its discretion. Employees will be reimbursed solely for the Commercial Driver's License with X Endorsement portion of their renewal fee, upon presentation of receipts. Any Classification or Endorsement (other than X), shall not be reimbursed by the Village. Reimbursement amounts shall be based upon the current rates of the Illinois Secretary of State Driver Services Department.

Section 17.6 - Light Duty. The Village may require an employee who is on sick leave or who has incurred an injury compensable under workers' compensation to return to work in an available light duty assignment. Whether a light duty assignment is available shall be determined by the Village in its sole discretion based on operational needs and the skills and qualifications of the employee. Light duty assignments will be made only where there is minimal risk of reaggravating an injury and there is a reasonable expectation the employee will assume regular duties within ninety (90) days or less. The Village reserves the right to require an employee to submit to a physician's examination at its expense for the purpose of determining fitness for light duty. In the case of dispute over whether an employee is fit for a light duty assignment, the employee and the Village shall select a physician to conduct an examination at shared cost who will determine fitness for the light duty assignment.

Section 17.7 - Fitness Examinations. Before an employee returns to duty from an extended leave of absence or if the Village has any nonarbitrary reason to question the fitness of an employee for duty, the Village may require that the employee be examined by a qualified and licensed physician and/or other appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide a

statement from his/her doctor upon returning from sick leave under Article XII or disability leave.

Section 17.8 - Designation of No-Smoking Areas. The Village reserves the right to designate areas where smoking will be allowed or prohibited.

Section 17.9 - Attendance. The Village reserves the right to implement attendance recording and control programs as necessary to establish expectations for tardiness and attendance.

Section 17.10 - Outside Employment. Employees covered by this Agreement shall be subject to the Village's rules and regulations concerning outside employment as such rules and regulations exist upon the effective date of this Agreement. In addition, those rules and regulations shall be interpreted to allow an employee covered by this Agreement to submit a request for permission to engage in outside employment on an annual basis, where the employee requests permission to engage in occasional work of the same type during the year. Such a request shall be submitted before January 1 to request permission for the calendar year, and shall describe with particularity the type and amount of work anticipated, and the persons or business (or the types of persons or businesses) the work will be performed for. In the event that the circumstances substantially change during the calendar year concerning the type, amount, nature and persons for whom work is performed for which permission has been previously granted, the employee shall notify the Village Manager to request approval work under the changed circumstances. In the event the Village Manager denies any request to engage in outside employment, he shall prepare and submit a statement to the employee stating his reasons for the denial.

Section 17.11 - Translation Reward Program. Bargaining unit members shall be eligible to participate in the Village's Translation Reward Program, described in Section 5.11 of the Palatine Employee Handbook, and as such Section may be hereafter amended.

ARTICLE XVIII.
DISCIPLINE

Employees shall not be disciplined except for just cause. When just cause exists, the Village shall have the right to invoke one or more of the following disciplinary measures:

- (a) Oral Warning;
- (b) Written Reprimand;
- (c) Suspension Without Pay;
- (d) Demotion; or
- (e) Discharge

Discipline shall be appropriate for the circumstances. In instances of poor work performance, inefficiency, failure to follow orders or direction, insubordination, and absenteeism and tardiness, progressive discipline will be imposed prior to discharge.

Prior to the actual imposition of a suspension without pay (other than suspension without pay pending investigation) or discharge, the Village shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable, and the employee shall be informed at that time of the basis for the disciplinary action. The employee upon request shall be allowed to have a Union Steward present during the discussion, although a discussion will not be inordinately delayed if a Steward is not immediately available. The Village shall provide to the employee a copy of a written reprimand that is placed in his file.

Employees must initial any disciplinary documents to be placed in their personnel files; employees upon request shall be given a copy of such documents. Failure to so initial shall constitute insubordination.

Where practicable, employees shall not be disciplined in front of other employees.

ARTICLE XIX.
LABOR-MANAGEMENT MEETINGS

The Village and the Union recognize the need to communicate throughout the term of this Agreement. In order to facilitate an open and candid exchange of information, two representatives from the department (Director and Deputy Director and/or their designees) shall meet quarterly with two representatives from the bargaining unit, one Coordinator, and the business agent. The parties will agree on an agenda at least three days prior to date of the meeting.

Such meetings shall cover topics regarding the implementation and general administration of the Agreement; sharing of general information of interest to the parties; notifying the Union of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees and other mutually agreed upon topics.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

ARTICLE XX.
EMPLOYMENT TRAINING AND EDUCATION

Section 20.1 - Employee Training Programs. The Village's Public Works Department regularly plans and schedules training programs for its employees, and may direct employees to attend and participate in such programs as may be necessary. In addition, the Village may plan,

schedule and design training for employees based upon its evaluations of employee performance and upon specific employee requests. The Village agrees to reimburse all employees for the costs, if any, that may be associated with such programs that they are directed to attend and participate in under this Section.

Section 20.2 - Employee Education Assistance. The Village Manager has established a policy regarding reimbursement of certain educational expenses upon request, applicable to all Village employees including those employees included in this bargaining unit. Employees covered by this Agreement shall continue to be eligible to apply for educational assistance pursuant to the policy as may be in effect from time to time. The Village Manager's application of his policy shall be final in all respects, except that he shall not grant or deny assistance to any employee covered by this Agreement for reasons related to the employee's Union status (or lack thereof), and this exception only shall be subject to application of the grievance and arbitration procedure.

Section 20.3 - Special Licensure/Training. The Employer shall pay for all direct expenses incurred by the employee in obtaining any special licensure and/or training related to their work duties, pursuant to present practice and procedures. Commencing in 2018, the Village shall provide a certification stipend to employees who possess the following designated licenses and/or certifications. The employee must show proof of licensure and/or certification by the end of June of every year, with payments to be made during August of that year.

1. Buildings/Grounds/Electrical Division Members:
Team Leaders or Assistant Building Engineer IIs confirming IEPA Universal Certification shall be paid \$250.
2. Forestry Division Members:
Team Leaders or Maintenance Worker IIs confirming Illinois Society of Arboriculture Certified Arborist shall be paid \$750.

Team Leaders or Maintenance Worker IIs confirming Illinois Department of Agriculture Pesticide Operator license shall be paid \$250.

Team Leaders or Maintenance Worker IIs confirming Illinois Department of Agriculture Pesticide Applicator license shall be paid \$250.

- Those Forestry Division employees with any combination of the above shall be capped at a maximum stipend of \$1,000.

3. Utilities Division Members:

Team Leaders, Utility Meter Service Workers, or Maintenance Worker IIs confirming IEPA Class C Water Operator license shall be paid \$1,000.

4. Fleet Services Division Members:

Mechanic IIs confirming ASE Master Truck Technician shall be paid \$750.

Mechanic IIs confirming ASE Master Automobile Technician shall be paid \$250.

ARTICLE XXI.
TEMPORARY PROMOTION

An employee who is temporarily assigned or promoted by the Village to a Coordinator classification for at least four (4) hours in any day shall be paid one (1) additional hour of pay at the employee's regular hourly rate of pay. The employee must be present for the duration of the temporary promotion in order to receive the additional hour of pay.

ARTICLE XXII.
DISABILITY AND RETIREMENT

Disability and retirement benefits are available to eligible employees under the Illinois Municipal Retirement Fund (IMRF) and federal social security. Any contributions for such benefits, and any such benefits as may be provided, shall be subject exclusively to the law, rules, policies and procedures governing the IMRF and shall not be subject to or affected by this Agreement, including but not limited to the grievance and arbitration procedure.

ARTICLE XXIII.
PERSONNEL RECORDS

An employee's personnel file shall be made available for inspection by the employee upon written request. Upon request of an employee, the Village shall have 48 hours to produce the

employee's personnel file. All requests for file inspection are governed solely by the Personnel Record Review Act, as amended hereafter. (820 ILCS 40/1 *et seq.*) An employee involved in a pending grievance may designate in writing a Union representative to inspect his personnel file pursuant to the terms of the Act set forth therein.

ARTICLE XXIV.
NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union will discriminate against any employee covered by this Agreement with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, age, religion, creed, color, or ancestry. Likewise, neither the Village nor the Union shall discriminate in any way against any employee on account of his/her union activity or his/her refraining from such activity. Any dispute concerning the interpretation and application of this paragraph shall be provided through the federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE XXV.
SUBSTANCE ABUSE

The parties recognize that the Village, its employees, and the public generally has the right to expect its employees to be free from the effects of alcohol and illegal drugs. The Village has previously adopted, and has the right to adopt and enforce, policies and procedures pertaining to alcohol and illegal drugs as they affect the work place. The Village's Drug and Alcohol Policy is set forth in Appendix C.

ARTICLE XXVI.
EXISTING BENEFITS

All direct economic benefits which affect all employees in the bargaining unit and which are neither set forth in this Agreement nor are covered by a subject matter included in this

Agreement, and are currently in effect, shall not be diminished or reduced until such time as the Village shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Village shall meet and negotiate the impact of such changes before it is finally implemented by the Village. Any changes made without such notice to the Union shall be considered temporary pending the completion of such impact bargaining by the parties. If the Union becomes aware of such change and has not received notification, the Union must notify the Village as soon as possible and request such meetings if so desired. The failure of the Union to make such request shall act as a waiver of the rights provided herein. This provision shall neither restrict nor apply in any way to the rights of the Village set forth in this Agreement, including the Management Rights clause, Article IV.

ARTICLE XXVII.
SUBCONTRACTING

The Village retains the right to subcontract work as it deems necessary. Except where an emergency exists, if the Village plans to layoff two (2) or more bargaining unit employees and to subcontract the work they perform, the Village shall notify the Union and offer the Union an opportunity to discuss the planned layoffs and subcontracting, including alternatives the Union may propose and the effect of the Village's decision on bargaining unit employees.

ARTICLE XXVIII.
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be

changed by the Employer unless otherwise limited or restricted by the Existing Benefits clause, Article XXVI.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance 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. The Union specifically waives any right it might have to bargain collectively or to impact or effect bargaining other than that provided for within this Agreement for the life of this Agreement.

ARTICLE XXIX.
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specified Article, section or portion thereof specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

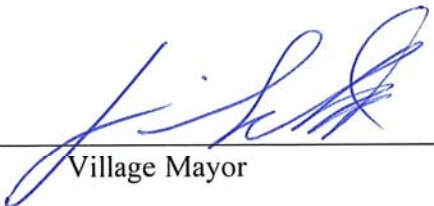
ARTICLE XXX.
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after it is executed by both parties, and it shall remain in full force and effect until December 31, 2019. However, the wage increases provided for herein shall be effective retroactively to January 1, 2017, inclusive of any and all overtime payments thereto for employees in the bargaining unit as of June 26, 2017. A 2.5% increase is effective January, 1, 2019, for all positions except Mechanic 1 provided that such

increase is given to all other full-time non-represented step plan employees of the Village. If a different Cost of Living Adjustment is given to such non-represented as of January 1, 2019, then the increase for the bargaining unit shall be the same. Appendix A is for illustration purposes only. The Agreement shall continue in full force and effect for successive yearly periods thereafter unless either party shall notify the other in writing mailed at least ninety (90) days prior to the expiration 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 expiration date. This Agreement shall remain in full force and effect following the notice given above during the period of negotiations until written notice of termination is given by either party to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the stated expiration date.

EXECUTED this 25 day of July, 2017.

VILLAGE OF PALATINE

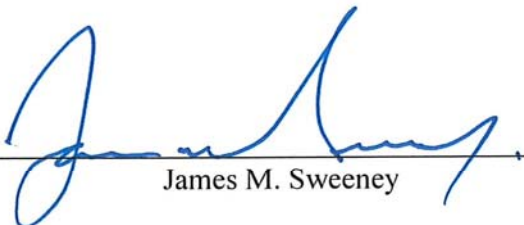


Village Mayor

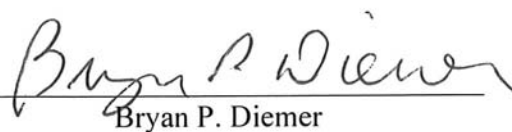


Village Clerk

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 150**



James M. Sweeney



Bryan P. Diemer

APPENDIX A

SALARY SCHEDULES

2016 SALARY SCHEDULE								
Position	Hourly Rates							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst Bldg Engineer 1	21.85	22.90	24.72	25.91	27.15	28.45	29.45	30.48
Maintenance 1	22.26	23.33	25.18	26.39	27.66	28.99	30.00	31.05
Supply Controller	23.35	24.47	26.41	27.68	29.01	30.40	31.46	32.56
Mechanic 1	24.58	25.76	27.81	29.15	30.55	32.02	33.14	34.30
Utility Tech 1	25.28	26.49	28.59	29.96	31.40	32.91	34.06	35.25
Maintenance 2 / Asst Bldg Engineer 2	25.42	26.64	28.75	30.13	31.58	33.10	34.26	35.46
Unassigned	25.48	26.70	28.82	30.20	31.65	33.17	34.33	35.53
Utility/Meter Service / Utility Tech 2	25.73	26.96	29.10	30.50	31.96	33.49	34.66	35.87
Team Leader / Acting Team Leader	27.50	28.82	31.11	32.60	34.16	35.80	37.05	38.35
Electrician	27.48	28.80	31.09	32.58	34.14	35.78	37.03	38.33
Mechanic 2	27.83	29.17	31.49	33.00	34.58	36.24	37.51	38.82
Technical Team Leader	28.36	29.72	32.08	33.62	35.23	36.92	38.21	39.55

2017 SALARY SCHEDULE								
Position	Hourly Rates							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst Bldg Engineer 1	22.40	23.48	25.34	26.56	27.83	29.17	30.19	31.25
Maintenance 1	22.81	23.91	25.81	27.05	28.35	29.71	30.75	31.83
Supply Controller	24.51	25.69	27.73	29.06	30.45	31.91	33.03	34.19
Mechanic 1	24.58	25.76	27.81	29.15	30.55	32.02	33.14	34.30
Utility Tech 1	26.55	27.82	30.03	31.47	32.98	34.56	35.77	37.02
Maintenance 2 / Asst Bldg Engineer 2	26.06	27.31	29.48	30.90	32.38	33.93	35.12	36.35
Unassigned	26.11	27.36	29.53	30.95	32.44	34.00	35.19	36.42
Utility/Meter Service / Utility Tech 2	27.00	28.30	30.55	32.02	33.56	35.17	36.40	37.67
Team Leader / Acting Team Leader	28.33	29.69	32.05	33.59	35.20	36.89	38.18	39.52
Electrician	28.18	29.53	31.87	33.40	35.00	36.68	37.96	39.29
Mechanic 2	28.54	29.91	32.28	33.83	35.45	37.15	38.45	39.80
Technical Team Leader	29.07	30.47	32.89	34.47	36.12	37.85	39.17	40.54

2018 SALARY SCHEDULE								
Position	Hourly Rates							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst Bldg Engineer 1	22.97	24.07	25.98	27.23	28.54	29.91	30.96	32.04
Maintenance 1	23.39	24.51	26.46	27.73	29.06	30.46	31.53	32.63
Supply Controller	25.12	26.33	28.42	29.78	31.21	32.71	33.86	35.05
Mechanic 1	24.58	25.76	27.81	29.15	30.55	32.02	33.14	34.30
Utility Tech 1	27.21	28.52	30.78	32.26	33.81	35.43	36.67	37.95
Maintenance 2 / Asst Bldg Engineer 2	26.85	28.14	30.37	31.83	33.36	34.96	36.18	37.45
Unassigned	26.77	28.06	30.29	31.74	33.26	34.86	36.08	37.34
Utility/Meter Service / Utility Tech 2	27.69	29.02	31.32	32.82	34.40	36.05	37.31	38.62
Team Leader / Acting Team Leader	29.05	30.44	32.86	34.44	36.09	37.82	39.14	40.51
Electrician	28.88	30.27	32.67	34.24	35.88	37.60	38.92	40.28
Mechanic 2	29.27	30.67	33.10	34.69	36.35	38.09	39.42	40.80
Technical Team Leader	29.78	31.21	33.69	35.31	37.01	38.79	40.15	41.56

2019 SALARY SCHEDULE								
Position	Hourly Rates							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Asst Bldg Engineer 1	23.56	24.69	26.65	27.93	29.27	30.67	31.74	32.85
Maintenance 1	23.99	25.14	27.14	28.44	29.80	31.23	32.32	33.45
Supply Controller	25.75	26.99	29.13	30.53	32.00	33.54	34.71	35.93
Mechanic 1	24.58	25.76	27.81	29.15	30.55	32.02	33.14	34.30
Utility Tech 1	27.89	29.23	31.55	33.06	34.65	36.31	37.58	38.90
Maintenance 2 / Asst Bldg Engineer 2	27.53	28.85	31.14	32.63	34.20	35.84	37.09	38.39
Unassigned	27.45	28.77	31.05	32.54	34.10	35.74	36.99	38.28
Utility/Meter Service / Utility Tech 2	28.39	29.75	32.11	33.65	35.27	36.96	38.25	39.59
Team Leader / Acting Team Leader	29.77	31.20	33.68	35.30	36.99	38.77	40.13	41.53
Electrician	29.60	31.02	33.48	35.09	36.77	38.54	39.89	41.29
Mechanic 2	29.98	31.42	33.91	35.54	37.25	39.04	40.41	41.82
Technical Team Leader	30.54	32.01	34.55	36.21	37.95	39.77	41.16	42.60

APPENDIX B

LETTER OF UNDERSTANDING

The Village and Union agree that the practice of job completion and release will continue for snow plow operations for the length of this contract.

APPENDIX C

DRUG AND ALCOHOL POLICY

VILLAGE OF PALATINE
DRUG AND ALCOHOL POLICY STATEMENT AND PROCEDURES
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VILLAGE OF PALATINE - DEPARTMENT OF PUBLIC WORKS DRUG AND ALCOHOL POLICY STATEMENT AND PROCEDURES

PURPOSE:

The purpose of this Policy Statement is to establish rules and regulations for the use and misuse of drugs and/or alcohol by Public Works employees who are required to have CDL licenses and are routinely assigned to safety sensitive duties; this includes all bargaining unit employees. This Policy Statement replaces and supersedes the Substance Abuse Policy Statement previously in effect for the Department of Public Works, and it is subject to revision from time to time as agreed to by the Village and the Union and/or as required by law.

REASONS:

The reasons for this Policy Statement include:

- Safety:** Employees operating equipment or otherwise working while under the influence of intoxicants present a danger of accidents and injuries to themselves and others.
- Legality:** Federal law and Village Policy prohibit the use of intoxicants or drugs prior to or while operating heavy equipment. All Public Works employees, except administrative personnel, are expected to operate heavy equipment as a requirement and an essential function of their position. The Village also is required to comply with the government regulations regarding CDL operators.
- Liability:** Persons operating heavy equipment while intoxicated or under the influence of an illegal substance potentially create a liability.
- Treatment:** Alcohol and/or substance abuse can be a disease which can be treated if the patient is willing to undergo treatment. The Village of Palatine supports intervention and rehabilitation for employees who recognize their need, subject to the remaining provisions of this Policy Statement.

POLICY:

A. General Prohibitions

The unlawful manufacture, sale, distribution, dispensation, possession, transportation or use of a controlled substance or alcohol is prohibited on all Village property (including parking lots) in any municipality-owned or leased commercial motor vehicles, or other locations where the driver is expected or assigned to perform work.

B. Prohibited Alcohol-Related Conduct

An employee shall not operate a Village commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job or reporting to work impaired by or under the influence of alcohol;
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle;
3. Having a prohibited breath alcohol concentration while performing a safety-sensitive function;
4. Having consumed 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; and/or
6. Refusing to submit to a required alcohol test when requested by management (generally within one hour of the request unless there are extenuating and extraordinary circumstances involved).

C. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances:
 - a. Marijuana (THC Metabolite);
 - b. Cocaine;
 - c. Opiates (Morphine and Codeine);
 - d. Phencyclidine (PCP); or
 - e. Amphetamines.
2. Being in possession of any unauthorized controlled substance;
3. Reporting for duty while impaired or under the influence of any prescribed therapeutic drug or controlled substance usage; and/or
4. Refusing to timely submit to a required controlled substances test when requested by management and/or tampering with a test (*see* discipline section below).

D. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle or otherwise perform the essential functions of his/her position.
2. If the drug use does affect the employee's ability to operate a commercial motor vehicle or otherwise perform the essential functions of the position, then the employee must inform his/her supervisor and the employee shall be assigned an alternate duty, if one is available.

I. CONTRACTED MANAGEMENT ADMINISTRATION

The Village of Palatine, Department of Public Works, will seek out and retain outside management administration of the CDL Drug and Alcohol Program. It is understood that all services provided by the Management Company shall be in compliance with the then-applicable U.S. Department of Transportation drug and alcohol testing regulations for employees in safety sensitive positions. The Management Company shall be retained to provide services such as the following:

- A. Maintenance of drug and alcohol Policy Statement in accordance with the then-applicable United States Department of Transportation testing regulations;
- B. Assistance with supervisory training;
- C. Assistance with employee training and informational materials;
- D. Urine specimen collection and breath test provider identification;
- E. Specimen analysis;
- F. Medical review officer;
- G. Substance abuse professional evaluation services;
- H. Breath alcohol test data collection and management;
- I. Computerized random urine specimen and breath alcohol test donor selection;
- J. Blind specimen program management;
- K. Post accident specimen collection assistance;
- L. Program status reports; and
- M. Administrative support service.

These services will be evaluated generally on an annual basis and contracts shall be maintained for the calendar year (unless the Village provides the Union 30 days of advance notice of the business need to change this service provider).

II. TRAINING

The Department of Public Works will develop and maintain a training program consistent with the then-applicable United States Department of Transportation drug and alcohol regulations and consistent with the communication goals of the Village and the Department. The training program will include:

- A. Training will be provided for all supervisors on an annual basis generally during the beginning of the calendar year. A minimum of ~~three~~two (23) hours of training in the signs of alcohol and drug intoxication, including at least sixty (60) minutes of training on drug use and sixty (60) minutes of training on alcohol use shall be documented each year. New supervisors will receive the training as part of their orientation.
- B. All employees will participate in training session on drug and alcohol abuse generally on an annual basis, including all current changes in the regulations and this Policy Statement. New employees will receive this training as part of their orientation.

III. POST-ACCIDENT TESTING

- A. Conducted when an employee was involved in an accident in a Village vehicle or on Village property, as set forth in the then-applicable DOT testing regulations.
- B. The timing, documentation and other details of the post-accident testing will comply with the DOT guidelines.
- C. Refusal to Undergo Testing: Any employee who refuses a required post-accident alcohol and/or drug test or delays or fails to complete the testing (except for valid medical reasons) shall be deemed to have tested positive and will be subject to disciplinary action up to and including immediate termination for the first offense.
- D. In the event that an employee is involved in an accident during working time, he/she will notify a supervisor within a reasonable period of time and in no event later than the end of the assigned work shift. If the police are called to the scene of the accident, the employee shall use the cellular telephone if available from a police officer to contact his/her supervisor promptly after the accident, except if he/she is medically unable to do so.

IV. RANDOM TESTING

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

- A. Employees are subject to unannounced random drug or alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. During overtime assignments, employees will not be subject to random drug and alcohol testing.
 - 1. Frequency. The Village shall conduct random drug testing on at least fifty percent of the average number of employees in calendar year 2003. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the then-applicable FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 384.305). The Village shall provide written notice to the Union within a reasonable period of time after it learns of any changes in the minimum annual percentage rate; provided, however, the Village's obligations in this sentence cannot be the basis of a grievance.
 - 2. The Village shall conduct random alcohol testing on at least ten (10%) percent of the average number of employees in calendar year 2003. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305). The Village shall provide written notice to the Union before January of each succeeding year regarding any changes in the minimum annual percentage rate.
- B. Selection
 - 1. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each Department employee has an equal chance of being selected.
 - 2. Should disputes arise with a bargaining unit employee regarding the random selection process, the Manager of Human Resources or other person responsible for administering the Drug and Alcohol Policy Statement for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.
 - 3. Employees selected for random testing who are not routinely assigned to "safety-sensitive functions" shall be released from testing requirements.

V. REASONABLE SUSPICION TESTING

Reasonable suspicion testing will be conducted when a trained supervisor observes behavior or appearance which 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, and/or otherwise in violation of this Policy Statement and/or applicable law, according to the following guidelines:

- A. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations or factors concerning the appearance, behavior, speech or body odors of the driver.
- B. Prior to directing an employee to test, the supervisor shall contact the Assistant Director of Public Works, or another member of management within the Department. If none of these are available, the member of management should contact another trained member of management to confirm the reasonable suspicion determination. If none is available, the process will not be inordinately delayed.
- C. A bargaining unit employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination if s/he so requests. Questioning and/or testing shall not be inordinately delayed if a representative is not immediately available.
- D. The supervisor(s) must complete and submit a Reasonable Cause Observation Form within twenty-four hours.
- E. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug intoxication, including at least sixty minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

VI. RETURN TO DUTY TESTING

After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety-sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02B. Similarly, after engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety-sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use and otherwise complies with all other applicable conditions of returning to work as required by law.

VII. FOLLOW-UP TESTING

- A. 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 in a position requiring a CDL license (all non-administrative jobs). The employee may be subject to unannounced follow-up testing for a maximum of sixty (60) months when recommended by the employee's Substance Abuse Professional (SAP), and/or as required by law.
- B. If the Substance Abuse Professional does not recommend continued testing, the employee shall no longer be subject to the unannounced testing procedures of this provision.
- C. Substance Abuse Professional

For purposes of this Policy Statement, a "Substance Abuse Professional" means 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.

VIII. DRUG TESTING PROCEDURES

- A. Collection Site
 - 1. Once an employee is asked to submit to a drug test the employee shall go directly to the collection site without delay.
 - 2. Upon arrival at the collection site, the employee will be provided with a form to list any prescription or non-prescription medication s/he is using.
 - 3. Before testing, an employee shall be shown a sealed container which shall be unwrapped in front of him/her.
 - 4. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet.
 - 5. After 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 specimen bottles. At least thirty milliliters must be poured into the primary specimen bottle and fifteen milliliters into the split specimen bottle.

B. 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.

C. Laboratory Analysis

1. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
2. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) (or similar test with established comparable accuracy results).
3. When directed in writing by the MRO that an employee has requested analysis of the split specimen and provided the confirmation test was timely requested by the employee, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.
4. When necessary, the confirmation test shall be performed at another DHHS-certified laboratory by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

D. Primary Specimen Test Results

1. 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.
2. Positive Test Results
 - a. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to any person until they are reviewed by the MRO.
 - b. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and conduct an interview to determine if there is an alternative medical explanation for the positive test result.

- 1) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
- 2) 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 hours in which to request a confirmation test of the split specimen.
- 3) The employee shall remain out of service pending the result of the split sample analysis.

E. Confirmation Test

1. If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the confirmation test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
2. If the employee has not contacted the MRO within seventy-two 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 hours, the MRO shall direct that analysis of the split specimen be performed.
3. Waived or Positive Confirmation Test
 - a. If the employee waives his right to a confirmation test or if the confirmation test is positive, the MRO shall report a positive test.
 - b. 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.
4. Alternative Test: If the employee timely requested a confirmation test by the MRO, the employee also may request an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use at the employee's discretion but the request of an alternative test will not be determinative in and of itself and all of the test results would be considered by the Village in making a determination about the appropriate level of discipline involved (if any).

- F. Inability to Provide Adequate Sample: Employees who are unable to provide a urine sample of forty-five milliliters shall be offered drinking water and provided additional time to provide the sample in accordance with the then-applicable DOT regulations for safety sensitive positions.
- G. Refusal to Take Drug Test: Refusal to take a drug test, and/or unreasonable delay or tampering with a test, shall be considered a positive result and will be grounds for disciplinary action up to and including immediate termination for the first offense.
- H. Negative Dilute Results: If the MRO reports a negative dilute specimen, the Village may require the individual to undergo another drug test. If the second test is also reported as negative dilute, that result will be the test of record.

IX. ALCOHOL TESTING PROCEDURES AND SCREENING

- A. All breath alcohol testing shall be conducted through the 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 Village 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. After the testing is complete, the BAT shall show the results to the employee.
 - 5. Screening Test
 - a. If the result of a screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - b. If the result of a screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

6. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen minutes nor greater than twenty minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four hours following administration of the test.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

7. 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 safety-sensitive functions until s/he is evaluated, provided the evaluation takes place within two 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 which is required by the Village.

8. Refusal to Take Alcohol Test

Refusal to take an alcohol test, unreasonable delay and/or tampering with a test, shall be considered a positive result and grounds for disciplinary action up to and including immediate termination for the first offense.

X. POSITIVE TEST RESULT REGULATIONS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04.

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety-sensitive functions for a minimum of twenty-four hours (24) or a retest below 0.02, as required by law.

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

1. An employee with a breath alcohol concentration result of 0.04 or more or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from performing safety-sensitive functions.
2. The employee cannot resume the performance of safety-sensitive functions until s/he satisfies all legal requirements including:
 - a. Being evaluated by a Substance Abuse Professional (SAP);
 - b. Complying with and completes any treatment program recommended by the SAP; and,
 - c. Completing the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

1. 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 removed from performing safety-sensitive functions.
2. The employee cannot resume the performance of safety-sensitive functions until s/he satisfies all legal requirements, including:
 - a. Being evaluated by a Substance Abuse Professional (SAP);
 - b. Complying with and completes any treatment program recommended by the SAP; and
 - c. Completing the return to duty testing requirements set forth above with a negative result and otherwise complying with the then applicable legal requirements.

XI. DISCIPLINARY ACTION FOR POLICY VIOLATION(S):

- A. First Offense: Disciplinary action up to and including 14-day unpaid suspension for alcohol offense (up to and including 30-day suspension for drug offense) AND mandatory follow-up testing and assistance as directed by the SAP and in accordance with the then-applicable DOT testing regulations.
- B. Second Offense: In the event of a second offense of a policy violation, the employer will have just cause to immediately terminate the affected employee.

Provided, however, in the event that the second offense is based on a violation of the alcohol provisions of the policy and that policy violation is based on a random test request, the Employer may impose disciplinary action less than termination if there are extraordinary circumstances involved and the factors considered will include: (a) the level of the positive test result, (b) the employee's overall work and attendance records, (c) the length of time between offenses, and (d) the impact of the policy violation.

Note: It is agreed to and understood that the employee will be responsible for all incidental costs incurred for the employee's participation in the rehabilitation program as directed by the SAP, including payment for the second, fourth and sixth drug tests required under the applicable DOT testing regulations.

- C. Additionally, the following guidelines apply:
 - 1. In the event an employee tests positive for alcohol at or beyond .02 but less than .04, the employee will be removed from performing safety sensitive functions for a minimum period of twenty four (24) hours in accordance with the DOT regulations, and sent home for the remainder of the work day. Disciplinary action under this particular provision will be in accordance with the progressive disciplinary procedure.
 - 2. Any employee who violates this Policy and/or any other DOT drug and alcohol regulation shall be advised by the Village of the resources available to the employee in evaluating and resolving problems associated with the use or misuse of alcohol and/or drugs by providing the employee the name, address and telephone number of one or more SAP's and treatment facilities in the area.
 - 3. Any employee who has violated this Policy or any other DOT drug and alcohol regulations shall have a face-to-face clinical assessment and evaluation by a SAP to determine what assistance is needed for the driver to resolve the problems associated with his/her drug or alcohol use. The SAP must refer the employee to an appropriate education and/or treatment plan and provide a letter to the Village stating the specific recommendations of assistance that they provided to the employee.

4. The employee shall have a face-to-face follow up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations as determined by the SAP. If the SAP believes that the employee has not successfully complied with the recommendations of assistance, the SAP must provide a letter to the Village stating so. If this occurs, the employee will not be allowed to return to safety sensitive functions and this constitutes just cause for the Village to immediately terminate the employee with no rights of rehire in the future.
5. During the period of treatment, the employee may use his accrued vacation, sick leave, compensatory time or accept the time off as leave without pay (LWOP). The employee also may have this time considered approved FMLA leave (assuming the employee is otherwise eligible and complies with all remaining FMLA obligations).
6. As an alternative, the employee may enter an accredited outpatient program as a substitute for inpatient treatment (upon the referral of a licensed physician). The employee must contact the Union's health insurance provider to arrange approval and payment for either inpatient or outpatient treatment in accordance with the Village's health medical insurance. During outpatient rehabilitation, the employee will be permitted to work if schedules permit. If time must be taken off, the employee may use his accrued vacation, sick leave, compensatory time or accept the time off as leave without pay.
7. Employees who feel they have an alcoholic or substance abuse concern or problem may voluntarily enter the Village rehabilitation program according to established Village procedures. Voluntary submission alone will not subject the employee to disciplinary action if submission is prior a violation of this Policy Statement. Acknowledgment of a problem does not constitute a first offense in and of itself.
8. Any employee who refuses and/or delays to undergo required testing as set forth in this Policy Statement shall be considered as having tested positive and shall be immediately removed from performing safety-sensitive functions.
9. Tampering with, unreasonable delay, and/or refusal to submit to a drug test upon request will be considered to be a serious offense and grounds for disciplinary action up to and including termination for the first offense.
- ~~9-10.~~ Any discipline imposed upon bargaining unit employees shall be subject to the grievance provisions contained in the Collective Bargaining Agreement.

XII. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

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; and/or
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee-initiated action.

XIII. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

- a. Any employee who voluntarily refers himself or herself pursuant to this Policy Statement to a Substance Abuse Treatment Program (including the Union's EAP program) before being ordered to submit to a random, reasonable suspicion, or return-to-duty drug or alcohol test shall not be subject to discipline. If an employee voluntarily refers himself or herself to this Substance Abuse Treatment Program on subsequent occasions, s/he may be subject to discipline.
- b. Any employee who has voluntarily referred himself or herself to a Substance Abuse Treatment Program 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 Substance Abuse Treatment Program counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If an employee voluntarily refers himself or herself to a Substance Abuse Treatment Program upon being ordered to submit to a drug or alcohol test, the Village may consider such voluntary referral in mitigation of any discipline. However, a voluntary request for rehabilitation assistance alone will not excuse a violation of this Policy Statement.

B. Confidentiality of Referral

All Substance Abuse Treatment Program referrals shall be kept strictly confidential.

IMPORTANT NOTES:

A. This policy is subject to revision from time to time as necessary to satisfy all applicable laws. In the event of a conflict between the terms of this Policy and the Village's obligations under applicable law, the law will govern in all cases.

B. Nothing in this Policy creates a guarantee of employment for a specific term for any employee. Additionally, nothing in this Policy creates a right of an employee to participate in rehabilitation free of disciplinary action in the event of a Policy violation or other violation of a work or safety rule.

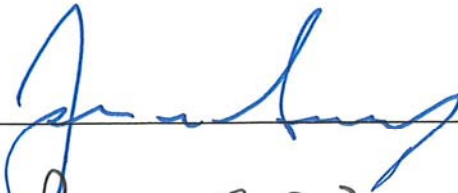
C. All employees are expected and required to be familiar with their obligations under this Policy and all legally required obligations as necessary to safely perform their jobs and to comply with all legal obligations.

D. When used throughout this Policy, the term "drugs" includes all controlled substances that are used contrary to a prescription and/or under circumstances in which the employee would pose a potential or actual threat to the safety of the employee, other employees or residents of the Village, and/or damage to Village property or the property of others.

E. Employees covered by the collective bargaining agreement are not considered a member of management and/or supervisor as used in this Policy Statement.

The attached Drug and Alcohol Policy and Procedures was agreed to following good faith bargaining by the Parties and becomes effective immediately.

FOR THE UNION


Bryan P. Deane

FOR THE VILLAGE


Margaret A. Burt

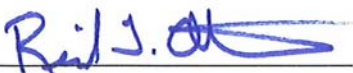
Side Letter

This is a Side Letter to the 2016-2019 collective bargaining agreement (CBA) between the Village of Palatine and the International Union of Operating Engineers Local 150 (Union), with respect to calculation of the employee wellness benefit contribution. The parties hereby agree as follows:

1. The amount of an employee's wellness benefit contribution pursuant to Section 14.6 (Wellness Benefit Contribution) of the CBA shall be calculated by the Village as follows:
 - It shall be the difference between the Village's cost under the CBA for the employee's participation in the Midwest Operating Engineers Health and Welfare Fund (Union Plan) and the amount the Village would have otherwise contributed towards health insurance coverage under the Village Medical Plan (currently known as the High PPO) for the same employee for the same period of time at the same participation category (employee, employee plus one, or family coverage), assuming the Union Plan cost is greater than the Village Medical Plan. The following examples are illustrative of how the agreed upon formula will be administered:
 - *Example 1:* If the cost of single coverage under the Union Plan is \$630 per month and the Village contribution for single coverage under the Village Plan would have been \$600, then the wellness benefit contribution deducted from the employee's wages would be \$30 per month.
 - *Example 2:* If the cost of family coverage under the Union Plan is \$1,921 per month and the Village contribution for family coverage under the Village Plan would have been \$1,800 per month, then the amount of the employee's wellness benefit contribution would be \$121 for such month.
 - The monthly deductions shall be split evenly over the first two paychecks of each month.
2. This Side Letter shall remain in full force and effect for the term of the CBA, and during negotiations for a successor agreement.

IN WITNESS WHEREOF, the Village and the Union have executed this Side Letter on the dates set forth hereinafter.

Village of Palatine

By: 

Date: 7/25/17

International Union of Operating Engineers
Local 150

By: 

Date: July 17, 2017