

**LABOR AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF OAK PARK**  
**AND**  
**TEAMSTERS UNION LOCAL 705**

**An Affiliate of the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS,**

**Effective:  
April 1, 2018 through March 31, 2021**

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**ARTICLES OF AGREEMENT  
BETWEEN THE VILLAGE OF OAK PARK  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS' LOCAL 705**

THIS AGREEMENT made and entered into, by and between the VILLAGE OF OAK PARK, Cook County, Illinois, hereinafter called the "Village" and as the "Employer," and that Teamsters, Local No 705, and affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS' hereinafter known as the "Union."

**ARTICLE I – GENERAL CONDITIONS**

**Section 1.1 Recognition**

The Employer Recognizes and acknowledges that the Union is the sole and exclusive representative for all Employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Illinois Public Labor Relations Act (IPLRA), as follows:

"UNIT"

This agreement shall cover and include employees in the Village of Oak Park, Department of Public Works Street Services Division. These employees of the Village engage in the tasks of street maintenance and repair, snow and ice control, maintenance and installation of municipal signage, pavement markings, street sweeping and cleaning, litter collection as well as other duties as assigned.

**Section 1.2 Management Rights**

Except as specifically limited by the terms and provision of this Agreement, the Village retains the right to manage and direct the operations of the Village in all its various aspects, including but not limited to the right to direct the work force, to determine whether operations and services shall be provided or purchased, and to determine the methods, means, hours of work, organization and number of personnel.

**Section 1.3 Grievance Procedure**

**A. Definition**

If a dispute or difference of opinion arises between the Union and/or an employee(s) covered by this Agreement and the Village, including the meaning, interpretation, administration and/or application of the terms and provisions of this Agreement, then the following grievance procedure will be

used.

### **B. Process and Steps**

Recognizing that grievance(s) should be raised promptly, a grievance must be presented in writing within ten (10) working days of the occurrence, of the event first giving rise to the grievance or dispute, or if later, the date on which either the employee or Union knew or reasonably should have known of its occurrence. A grievance shall be processed as follows:

#### **STEP 1:**

The employee(s), with or without their Union Representative (or the Union Representative alone in the case of a Union grievance), having a grievance shall submit it to their immediate supervisor, who is designated for this purpose by the Village. Supervision shall give the Village's written answer within ten (10) working days, after such presentation.

#### **STEP 2:**

If the grievance is not settled in Step 1 and the Union and/or employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be delivered in writing to the Department Head or his/her designee with ten (10) working days after receipt of the Village's answer in Step 1 and shall be signed by both the employee and/or the authorized representative of the Union. The written grievance shall provide a statement of the issue(s) in dispute, with the known facts on which the employee and/or Union Representative based the grievance/dispute, and references to the section(s) of the Agreement that may be applicable and/or are allegedly violated or misinterpreted and the remedy and/or relief requested. The Department head or his/her designated representative, shall discuss the grievance within ten (10) working days with the Union Representative, and the employee(s) (if the employee(s) desire to be present), at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, or his/her designated representative, and the Union. If no settlement is reached, the Department Head or his/her designated representative shall give the Village's written answer to the Union within ten (10) working days following their meeting.

#### **STEP 3:**

If the grievance is not settled in Step 2 and the Union and/or the employee(s) desires to appeal, it shall be delivered by the Union in writing to the Village Manager or his/her designated representative, within ten (10) working days after receipt of the Village's answer to step 2. A meeting between the Village Manager or his/her representative, and the employee(s) (if the employee(s) desires to be present), and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village

Manager or his/her representative and the Union and/or the employee(s). If no settlement is reached, the Village Manager, or his/her representative, shall give the Village's written answer to the Union within ten (10) working days following the meeting.

#### **STEP 4:**

If the grievance is not settled at Step 3 the Union may refer the grievance to arbitration within ten (10) working days after receipt of Village's written Step 3 response.

#### **C. Arbitration**

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union. The selection process shall begin within ten (10) working days after receipt of the notice of referral. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated thrice and the remaining named person shall be the arbitrator. Either party however, prior to the striking of any names, from the list may reject one (1) entire panel. FMCS shall be notified by the parties of the selected arbitrator, who shall be notified by FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

#### **D. Authority of the Arbitrator**

The parties may agree that grievance arbitration hearings held pursuant to this procedure may be "streamlined" (i.e., no transcriptions, no post hearing written arguments or briefs and if the arbiter agrees, a "bench decision") on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The arbitrator shall only consider and make a decision with respect to the specific dispute or issue(s) of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. In the event the parties cannot agree as to the statement of the issue or dispute for submission to the arbitrator, the arbitrator shall have the authority to frame the issue as a part of his/her award/decision. The arbitrator shall submit in writing his/her decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance



presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

#### E. Expenses of Arbitration

The fee and expenses of the arbitrator will be divided equally between the Village and the Union, provided, however, that each party will be responsible for compensating its own non-employee representatives and witnesses.

The grievant may attend without the loss of pay. If it is determined that other employees' presence is required, they may also attend without loss of pay.

#### F. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the first event giving rise to the grievance or within ten (10) days after the employee/Union through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above or any agreed extension thereof, it shall be considered "waived." If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Village and Union and Union representatives involved in each Step.

The term "working days" as used in this Article shall mean the days Monday through Friday inclusive when employees covered by this Agreement are normally scheduled to work.

### **Section 1.4 Bargaining Unit Work Protections**

Supervisors will not engage in bargaining unit work except as otherwise provided, by the terms of this Agreement. Current bargaining unit work may be performed by persons outside the bargaining unit as long as it does not result in any financial loss to the bargaining unit employee.

### **Section 1.5 Recognition of Union Representation and Employees' Right to Union Representation**

The authority of the job Steward and alternates shall be limited to, and shall not exceed, the following:

- A. The investigation and presentation of grievances with his/her Employer or the designated representative in accordance with the provision of the collective bargaining agreement.

B. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such message and information:

1. Have been reduced to writing; or
2. If not reduced to writing, are a routine nature and do not involve work stoppages, slowdowns, refusal to perform job duties, or any other interference with the Employer's operation.

The Union steward shall have the opportunity during regular working hours or, if outside his/her regular working hours his/her alternate, to meet with the new employees during their workday to inform them of the benefits of Union representation without loss of pay. The meeting shall have a duration of no longer than fifteen (15) minutes.

The Employer shall have the sole right to schedule the time and place for such participation so as not to interfere with the Employer's operation.

An Employee shall have the right to have a Union representative present at any investigatory meeting with the Employee that could reasonably result in disciplinary action against the Employee.

The job Steward or his/her designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his/her normal working hours without interruption of the Employer's operation; and where mutually agreed to by the employer, off property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during normal working hours shall be considered working hours in computing daily and weekly overtime if within the regular schedule of the job Steward.

The job Steward or his/her designate, shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Employer shall be given a minimum of seventy-two (72) hours prior notice by the Local Union.

## **ARTICLE II – MAINTENANCE OF MEMBERSHIP**

### **Section 2.1 Membership or Fair Share Status**

For the term of this Agreement all employees covered by the agreement, who are eligible for membership in the Union, must maintain their membership in good standing or pay their fair share of the costs of the collective bargaining process as provided below. Employees who have successfully completed probation must choose the type of deduction within thirty one (31) days of such completion.

## **Section 2.2 Dues Deductions**

The Village agrees to deduct at each pay period, from the pay of each employee member of the Union, the union dues for the pay period. The Village further agrees, upon receipt of notice in writing from the Union, to increase or decrease the amounts to be deducted as dues. Deduction of dues shall only be made upon an employees' written authorization and shall continue in effect until revoked in writing by the employee's submitting written notice to the Village and the Union. The Village agrees to remit the deduction for dues once a month following the second paycheck of that month.

## **Section 2.3 Fair Share Deductions**

Employees covered by the agreement who choose not to join the Union after thirty-one (31) days of successful completion of probation or employees who do not remain in good standing shall pay the Union each month their fair share of the costs of the collective bargaining process and contract administration. This amount shall be determined to be a percentage of the amount of dues uniformly required of members of the Union, including any increases in dues adopted by the Union during the term of this agreement

The Union shall submit to the Village a certification specifying the amount, including any periodic increases uniformly required of members, which constitutes said fair share, which shall not exceed the dues and any periodic dues increases uniformly required of members of the Union. Such fair share payments shall be deducted by the Village from the earnings of the nonmember employees and paid to the Union in a procedure similar to that used for union dues.

## **Section 2.4 Objections to Fair Share Payments**

Employees who object to the payment of a fair share to the Union based upon religious tenets or teachings of a church or religious body of which such employees are members shall be required to pay an amount equal to their fair share to the nonreligious charitable organization mutually agreed upon by the employees affected and the Union. If the affected employees and the Union are unable to reach agreement on the matter, the Union shall select an organization approved by the Illinois State Labor Relations Board to receive the money.

If any employee objects to the imposition of the Fair Share fee, or its amount, the employee may, within thirty (30) days of the first fair share fee deduction made by the Village in accordance with this Section, file a written notice of an objection with the Union on the grounds that all or part of such payments have been expended by the Union for political activities or causes not germane to the collective bargaining process contract administration and/or matters affecting employees' wages, hours and conditions of employment. Any employee with any such objection shall process their objection in accordance with the notice and objection procedure established by the Union which should be consistent with the requirements of the law.

## **Section 2.5 Indemnification**

The Union hereby indemnifies and agrees to hold the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

Nothing in this section shall be interpreted to limit management's ability to hire, full-time, whomever it chooses.

## **ARTICLE III – WAGES AND RATES OF PAY**

### **Section 3.1 Wages**

The Hourly Wage Scale for the positions covered by this contract shall be as shown in Appendix A attached hereto. The annual increase will take effect the first full pay period as indicated in Appendix A. The positions covered by this contract, include but not necessarily limited to the following:

Equipment Operator  
Refuse Worker  
Senior Signs & Marking Technician

Equipment Operator Pay: In order to qualify for Equipment Operator pay, the employee shall be classified as "Equipment Operator."

Any employee receiving more than this scale of wages shall not suffer any reduction of wages by virtue of this Agreement.

### **Section 3.2 Night Premium**

Effective 10/20/2014, the night shift schedule shall be between the hours of 12:30 a.m. and 10:00 a.m., in addition to receiving the hourly rate to which they are entitled under the terms of this Agreement, shall receive an additional one dollar (\$1.00) per hour as a regular night shift hourly rate. Time and one-half (1 ½) the hourly rate shall be paid after eight (8) hours work in any one night. The regular night shift employees' increased straight-time hourly rate of pay will be used for determining all compensation due an employee pursuant to the terms of this Agreement, (e.g., Equipment Operator @ \$19.69 plus \$1.00 equals the night shift straight-time hourly rate of \$20.69 for employee's premium pay and all paid time off).

The parties agree to implement for the night shift only, a four-day, ten hour work schedule (not including the 30 minute unpaid lunch period). The Village shall set the work schedule among weekdays, Monday to Friday, between the hours of 10:00 p.m. and 11:00 a.m., and the break times. The Village may cancel the four-day, ten hour work schedule on 30 calendar day notice.

### **Section 3.3 Working Out of Classification Pay**

If employees are assigned to a job that pays at a rate above their current classification, they will receive the higher rate for the duration of the assignment. However, employees paid at one classification will not experience a reduction in pay should they be assigned to a job which pays a lower rate. The job will be filled by bargaining unit seniority, from among those employees having the proven ability to perform the work.

### **Section 3.4 Lead Person Premium**

The Employer shall, on an as needed basis, assign a bargaining unit employee or employees in the classification of Equipment Operator to act as Lead Person on a concrete crew and/or asphalt crew or leaf pushing crew except pothole patching, refuse, litter and sweeping. These assignments shall be made monthly on a rotating basis of employees determined by the Employer to have the skills and ability to effectively function in the Lead Person capacity. The Employer shall offer training to those volunteers not so determined. This/these assignment(s) shall be made based on the Employer's determination of the employee's skills and ability to effectively function in a Lead Person capacity. If two (2) or more employees are adjudged by the Employer to be equal in their skills and abilities, the seniority shall govern. While serving as Lead Person, the employee will perform non-disciplinary, administrative and organizational tasks including, but not limited to ordering of material, direction of the workforce at the job site, documentation of work in progress as well as bargaining unit work associated with the classification, i.e. Equipment Operator work. Effective 04/01/15, employee(s) performing as Lead Person shall be paid an additional one dollar (\$1.00) per hour for each eight-hour work day worked in the Lead Person assignment, and for overtime described below in 4.3 (B) concerning work that occurs when a project or event cannot be completed during the normal shift of work.

## **ARTICLE IV-HOURS OF WORK**

### **Section 4.1 Work Week**

The Employer agrees and guarantees to furnish to each of the employees, forty (40) hours of work per week, consisting of an eight (8) hour work day, Monday through Friday. This will not apply in any instance when an actual labor dispute is in existence, or when work is not available due to acts of God or by action of the Federal Government.

### **Section 4.2 Work Hours**

Working hours shall be eight (8) consecutive hours at the option of the Employer between 6:00 a.m. and 5:00 p.m. including two (2) fifteen (15) minute paid breaks. There will be a one-half ( $\frac{1}{2}$ ) hour unpaid meal period. Break times will be set at

9:00am and 2:00 pm for day shift employees and 3:00 am and 8:00 am for night shift employees. Employees shall be permitted a maximum of fifteen (15) minutes of "clean-up time", immediately preceding the end of their work shift, excluding travel time.

Employees held over and working in excess of eight (8) hours per day will receive an additional fifteen (15) minute break for each four 4 hours of work.

All breaks will be taken on or near the job site, except as approved by the Supervisor, on a case-by-case basis, in a way as to minimize disruption to the work.

### **Section 4.3 Overtime Definitions**

The following definitions of overtime are to be applied to the classification most appropriate to perform the work:

#### **A. Scheduled Overtime**

Shall be defined as overtime pre-arranged by either posting and the employee signing the posting sheet, or by telephone/verbal contact. Examples of scheduled overtime are as follows but not limited to litter collection, street sweeping, street repairs and snow operations. Scheduled overtime shall be offered to each employee on a rotating basis. Once an employee is offered overtime, he/she shall be placed at the bottom of the list. The list shall be in seniority order and the first offer of overtime under this Agreement shall be made to the most senior employee. Employees shall receive a minimum of three (3) hours of overtime for scheduled overtime, except when continuation of shift overtime occurs, i.e., signup sheet for weekend and/or special events. It is understood that if the scheduled task does not require the minimum number of hours scheduled, three (3), then the employee will be provided additional productive work until the three (3) hours of work has been completed.

#### **B. Continuation of Shift**

Shall be defined as overtime that occurs when a project or event cannot be completed during the normal shift of work and overtime is required to bring the activity to a logical conclusion point.

Examples of continuation of shift are as follows but not limited to:

- Street sweeping, street repairs and, snow operations;
- When an employee is required to report early (called within one hour of the scheduled start) for a shift and this time worked is adjacent to the beginning of the employees shift; and
- When an employee is scheduled for an early start time prior to the end of the prior work day.

### **C. Emergency Overtime**

Shall be defined as overtime that occurs because of unforeseen circumstances and requires callback of employees with a rapid response. Examples of emergency overtime are as follows but not limited to accident cleanups, street repairs, barricade placement, and snow operations.\_

The Employer shall not be required to notify employees who are not at work due to illness, injury, vacation, holiday, personal day, compensatory time off or regularly scheduled day(s) off of the availability of overtime.

Employees covered by this agreement shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all time, authorized by an appropriate supervisor in excess of eight (8) hours in a day or (40) hours in a week while working a five (5) day work week Monday through Friday. Time and one-half (1½) shall be paid for time worked on Saturday providing the Employee had been available for work at least forty (40) hours during the normal working hours of the current week, and prescribed above. Earned overtime pay, shall be paid not later than the next payday following the pay period in which the overtime was worked.

#### **Section 4.4 Less Than a Full Day's Work**

Employees reporting for work who for reasons beyond the control of the Village cannot start work shall receive two hours (2) pay but they shall stay on the job for this period. If employees have to cease work before a full day's work is completed for reasons beyond control of the Village, they shall receive one (1) extra hour's pay in addition to the hours already worked, but they shall also stay on the job for this period. Any employee who refuses to work when a work order is given shall not be covered by this Article.

#### **Section 4.5 Call-Back Rate**

Employees shall receive a minimum of three (3) hours of overtime for emergency call-back at time and one-half (1½) hours. Called back Employees shall be granted a fifteen (15) minute break with pay, for each three (3) consecutive hour period worked. The fifteen (15) minute break for called back employees will be scheduled on a rotating basis, consistent with the parties' past practice.

#### **Section 4.6 Work Absences**

Employee shall notify their Supervisors up to one-half (1/2) hour prior to the start of the scheduled working day in case of the need to be absent due to illness. Members not reporting for work because of sickness or other reasons must notify the Employer one (1) hour before shift ending, if they will not be available for work on the following day. The employee making the call concerning the following day will not need to call again at the beginning of the shift of the following day.

#### **Section 4.7 Annual Bid for the Night Shift**

Employees shall be allowed to bid for work to be performed on a regular night shift schedule. The bidding shall take place annually in February. The work shall be assigned to the bidder(s) with the most bargaining unit seniority and proven ability to perform the bid work. If no qualified employees or an insufficient number of employees bid, the work shall be assigned to the employee(s) with the least amount of bargaining unit seniority and is qualified to do the work.

#### **Section 4.8 Bidding for Long-Term Temporary Projects**

Employees shall be allowed to bid for work as a result of a temporary project that is expected to last more than one (1) month (i.e., leaf pick up program). The bidding shall take place within a reasonable amount of time prior to the start of the project. The work shall be assigned to the bidder(s) with the most bargaining unit seniority and proven ability to perform the bid work. If no qualified employees or an insufficient number of employees bid, the work shall be assigned to the employee(s) with the least amount of bargaining unit seniority and is qualified to do the work.

### **ARTICLE V-SENIORITY**

#### **Section 5.1 Definition**

Village seniority is an employee's length of continuous service with the Employer, since the employee's original date of hire. Such seniority shall determine benefit accrual rates and vested rights for fringe benefits.

Bargaining Unit seniority is an employee's length of continuous service with the Employer in a position classification covered by this Bargaining Agreement. The Senior Sign and Marking Technician, Equipment Operator and Refuse Worker classifications are separate classifications covered by the Bargaining Agreement for purposes of this section. Such seniority shall prevail when bidding for assignments, selecting vacations, and the like. Scheduled overtime and Emergency Callback overtime shall be offered and awarded as described in Section 4.3 preceding and Section 5.3 following.

If more than one person is hired into the Bargaining Unit on the same day they shall be placed on the seniority list according to their date and /or time of application for employment and /or placement on the employment eligibility list, from which they were hired.

All employees newly hired into the Bargaining Unit shall be considered probationary employees until they complete a six (6) month probationary period. The probationary period may be extended by the Employer up to an additional six (6) months upon written notification to the employee and the Union. During an employee's



probationary period in the bargaining unit the employee may be reprimanded, suspended, laid off, or terminated at the sole discretion of the Employer without just cause. No grievance shall be presented or entertained in connection with the reprimand, suspension, termination or lay off of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Employer in a position covered by this Agreement. During this probationary period, the employee shall not have the status of a regular employee except for accrual of benefits as provided for in this Agreement.

### **Section 5.2 Seniority Lists**

Every twelve (12) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

### **Section 5.3 Call-Backs by Seniority**

A seniority roster will be posted for the purpose of calling back staff for bona fide emergency situations. When the number and type of staffing needed for a call back has been determined by the Employer, the next person on the list set forth in Section 4.3 will be contacted first. The procedure will continue down the seniority roster. The assignment of such overtime will be awarded in order of seniority to qualified employees responding within fifteen (15) minutes after completion of calls notifying employees of the need for overtime workers. If after contacting all employees by seniority, an insufficient number are available, the Employer will re-contact the most junior employee and require overtime. This procedure will continue up through the seniority roster.

If the top the seniority has been reached, the process will start over from the bottom of the seniority list. It should be understood that situations do arise that require the call back of the entire staff. Employees who refuse required overtime are subject to discipline. Nothing in this paragraph will be taken to mean that an employee can be required to work more than two eight (8) hour or more consecutive shifts, as prescribed in this section. Such employees shall be required to take eight (8) hours off duty before returning to work.

Callbacks for snow removal work shall be considered emergency situations. Members of the Bargaining Unit shall have priority over other Village employees for snow removal work. No Bargaining Unit member or any other Village employee may work more than sixteen (16) hours in a twenty four (24) hour period. Such twenty four (24) hour period shall commence at the beginning of the employee's regularly scheduled shift. Nothing shall preclude the right of the Village to supplement snow removal operations with other Village personnel as needed. In the event that all the above designated Village employees are working, and there remains a need for additional

snow removal work, then any such additional overflow snow removal work may be contracted out to a private sector provider. "Overflow snow removal work" means only that snow removal work required to be performed on any day of an emergency and nonrecurring nature which the Employer could not reasonably anticipate and which cannot be performed by the employees covered by the terms of this Agreement or by employees as otherwise authorized by this Section 5.3.

#### **Section 5.4 Day-To-Day Assignments**

Day-to-day assignments will be made fairly and not be used to discipline or to otherwise intimidate employees.

#### **Section 5.5 Promotions, Posting and Job Filling**

In any instance where a promotable position exists within the confines of this Agreement, an employee shall be promoted on the basis of seniority providing that the employee is fully qualified for the position as stipulated by the Village. In any case, the Village shall retain the right to set and modify standards and qualifications at any time.

All job openings for union positions will be posted. If no union employee volunteers for the position then the Village may fill the position with an existing employee from outside the bargaining unit or a new employee.

#### **Section 5.6 Lay-Offs**

The Village reserves the right to layoff employees covered by this Agreement when there is not sufficient work or funds to keep the present force employed; provided, however, that laid off persons shall be placed on a recall list for one (1) year from the date of the layoff and for purposes of recall from such list seniority shall prevail providing the person can qualify. In layoffs and rehiring, the last person hired shall be the first person laid off, and in rehiring of employees, it is the employee with the oldest seniority date who shall be the first returned to work, until the seniority list is exhausted. No new employee(s) shall be hired until all persons on the active recall list have been recalled.

Persons who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to such persons by certified mail, return receipt requested with a copy sent to the Union via first class mail, provided that the person recalled must notify the Director of Human Resources of his/her intention to return within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing notice of the recall by certified mail, return receipt requested, to the last mailing address provided by such person, it being the obligation and responsibility of such person to provide the Director of Human Resources with his/her latest mailing address.

## ARTICLE VI - HOLIDAYS

Employees are to be paid for the following legal holidays:

New Year's Day  
Martin Luther King's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
One-half (1/2) day on Christmas Eve  
Christmas Day

In addition to the above-named legal holidays, employees shall be given a holiday for their birthday. If employees work on Sundays or any of the above-named legal holidays, they are to be paid at a rate of double time and the minimum number of hours shall be determined in Section 4.5 Call Back.

A scheduled holiday that falls on a Saturday shall be observed that preceding Friday. A scheduled holiday that falls on a Sunday shall be observed the following Monday.

In the event employees are absent from work the day before or the day after a legal holiday, they shall not receive holiday pay or sick pay before proof of illness or injury or an excusable absence is established. When there are two consecutive holidays, the day before the first holiday shall be the last working day.

Employees shall receive their regular wages for eight (8) hours' pay for their birthday on the actual working day that they elect to be off, providing, however, they do not choose another already scheduled holiday. In addition to the legal holidays and the birthday specified above, annually each employee covered by this Agreement shall be entitled to three and one-half (3 ½) personal days off with pay during the life of this Agreement. The taking of the personal days shall require at least twenty four (24) hours prior notice and be scheduled upon approval by the employee's supervisor. No more than one (1) employee may be off on personal days at the same time. For Day After Thanksgiving, Christmas Eve and Good Friday only, the one-person limit on personal days may be waived by the Street Superintendent.

## ARTICLE VII - VACATION

The Village shall grant vacation with pay to regular full-time and to regular part-time employees as an employee accrues vacation time and if it is approved in advance by their Supervisor Eligible employees shall accrue vacation hours on a biweekly basis. The amount of accrual of vacation hours biweekly shall be based on the employee's length of service, as defined in this policy.

The amount of accrual of vacation hours biweekly shall be based on the employee's

length of service, as defined in this policy.

- A. From the starting date through the completion of five (5) years continuous service, the employee earns vacation at the rate of two (2) weeks (80 hours) annually with pay (10 work days).
- B. From the start of the sixth (6th) year of service through the completion of the twelfth (12th) year of service, the employee earns vacation at the rate of three (3) weeks (120 hours) of vacation annually with pay (15 work days).
- C. From the start of the thirteenth (13<sup>th</sup>) year of service through the completion of the twentieth (20th) year of service, the employee earns vacation at the rate of four (4) weeks (160 hours) vacation annually with pay (20 work days).
- D. From the start of the twenty-first (21<sup>st</sup>) year of service the employee earns vacation at the rate of five (5) weeks (200 hours) vacation annually with pay (25 work days).

Any increases in accrued vacation time due to length of service will occur at the start of the pay period in which the employee's starting date falls. Members are to pick vacation periods by order of seniority within the classification. Vacation picks shall be scheduled in December for the subsequent calendar year. Vacations are to be taken in full, half, or hourly workday increments. Exceptions to the full-hour increments may be considered for an amount less than an hour but in cases not less than fifteen (15) minutes upon the request of the employee and under the sole discretion of the Supervisor. The purpose of this hourly exception is to accommodate any unforeseen workday delays in which an employee may work longer than anticipated.

## ARTICLE VIII – SICK LEAVE ALLOWANCE

### Section 8.1 Sick Leave Accrual and Sick Leave Bank

The Employer agrees that Employees will be eligible for illness allowance privilege within each three hundred and sixty-five (365) day period. The following are the allowances in terms of the regular assigned workweek.

- A. For the first five (5) months; one (1) day per month.
- B. Between six (6) months and two (2) years of service; up to a maximum of eight (8) days full pay.
- C. Between two (2) years and five (5) years of service; up to maximum of three (3) weeks (15 days) full pay.
- D. Five (5) years or more service; up to a maximum of seven (7) weeks (35 days)

full pay.

## **Section 8.2 Use of Sick Leave**

If the illness lasts three (3) days or more, or if there is a recurrence of the illness, the Employer may, at its option, require a medical certificate upon the Employee's return to work. The Employer and the Union mutually agree that any Employee, making false reports to collect illness pay will be subject to discharge or other disciplinary action by the Employer.

Sick leave for non-work related personal illness or injury is allowed only in case of necessity when the employee is actually sick or disabled and unable to effectively perform the duties of the job. Use of personal sick leave for purposes other than actual sickness or injury is considered fraudulent and will result in discipline up to and including dismissal. Sick leave is intended to financially assist employees who experience non-work related illness or injury that requires care or treatment of significant duration.

## **Section 8.3 Becoming Ill on Vacation, or Before or After a Holiday**

Employees who become ill or injured while on vacation must continue their scheduled vacation time before going on sick leave. Employees who are absent from work due to illness or injury the day before and/or after a holiday or their scheduled vacation shall not be eligible for sick leave compensation for their absence(s) unless such compensation is approved by the Department Head.

## **Section 8.4 Failure to Notify the Village**

Employees who fail to contact their supervisor or a member of the Village's management team for three (3) consecutive workdays shall be considered to have voluntarily resigned unless extenuating circumstances such as incapacity sufficient enough to prevent such notification can be demonstrated by the employee.

## **Section 8.5 Procedure to Notify Supervisor of Absence**

Refer to Article IV, Section 4.6 Work Absences

## **Section 8.6 Requirement to Produce Medical Certificate**

The Employer may require, at its option, a medical certificate upon the Employee's return to work for any illness or injury requiring three (3) days or more of sick leave. The Employer may also require medical certification when the employee experiences multiple illnesses of shorter duration.

## **Section 8.7 Leave under the Family Medical Leave Act (FMLA)**

Employees unable to work due to serious illness as defined by the Family Medical

Leave Act (FMLA), and designated as such by the employee's physician, may use accrued paid leave (i.e. sick leave or vacation) for the FMLA-provided leave (up to twelve [12] weeks per year). Accrued sick leave shall be exhausted prior to use of other paid leave for this purpose. Paid leave shall run concurrently with the FMLA-provided leave.

### **Section 8.8 Employer Rights**

The Employer retains the right to develop, initiate and enforce appropriate operational policies for the management of sick leave.

## **ARTICLE IX – FUNERAL LEAVE**

Funeral leave will be provided as follows:

### **Section 9.1 Immediate Family Defined**

Village employees are eligible for emergency leave of absence with full pay in case of death in the immediate family. Immediate family includes only parents, step-parent(s), brother, sister, child, stepchild, stepsister, stepbrother, father-in-law, mother-in-law, brother-in-law, sister-in-law, wife, husband, domestic partner as defined in the Village code, grandparents, grandchild, and grandparents-in-law.

### **Section 9.2 Allowance**

Employees must notify their supervisor of the need for funeral leave preceding the actual absence. The Department Head may approve payment for absence due to death in the immediate family for three working days including the day of the funeral services.

### **Section 9.3 Requests**

In considering requests for funeral leave, the Department Head will take into account whether or not the occasion actually requires the employee to be absent from work.

## **ARTICLE X - HEALTH & LIFE INSURANCE COVERAGES**

### **Section 10.1 Health and Hospitalization Insurance**

Effective January 1, 2004, the employees covered by the terms of this Agreement will continue to receive the identical health and dental insurance plans and coverage, as may be provided to other Village employees not covered by a labor contract.

Effective January 1, 2018, employees will pay the following amounts:

Insurance Plan	Single	Single +1	Family
PPO	\$ 159.30	\$ 309.06	\$ 445.08
HMOI	\$ 103.82	\$ 202.63	\$ 291.89
HMOA	\$ 94.72	\$ 183.97	\$ 265.02
Dental High Plan	\$ 37.78		\$ 108.46
Dental Low Plan	\$ 28.59		\$ 81.76

Effective January 1, 2005, and thereafter, employee contributions will not increase by more than twenty percent (20%) of the preceding year's contribution rates or the actual percentage whichever is greater.

With the effective date of this Agreement, employee co-payments for retail prescription medications shall be ten dollars (\$10.00) for generic drugs, forty dollars (\$40.00) for preferred brand medications on the formulary with no generic available and sixty dollars (\$60.00) for non-preferred brands or brands with a generic available and 10% for specialty retail medications. Employee co-payments for prescription medications shall be the same as those paid by non-union employees of the Village. Ninety-day (90) mail order prescriptions will be \$25/\$100/\$150 and 10% for specialty retail medications.

#### **Section 10.2 Dental Plan**

The employee will pay 100% of the premium cost for the group dental plan.

#### **Section 10.3 Life Insurance**

In addition to the hospitalization and medical program, the Employer will pay one hundred percent (100%) of the cost of fifty thousand dollars (\$50,000.00) in Life Insurance and the Employer will offer to the Employee, at the sole cost to the employee, additional life insurance.

#### **SECTION 10.4 IMRF Retirement Benefits**

Employees may be eligible for IMRF retirement benefits as defined in the Personal Manual. Employees should contact IMRF directly for specific eligibility and benefits.

### **ARTICLE XI – STRIKES & LOCKOUTS**

No strike or lockout shall occur during the term of this Agreement.

Should any employee engage in any strike or slowdown, without the authority and not as a result of the call of the Union, the Union will take immediate action to end such

strike or slowdown. Such cooperation on the part of the Union shall include ordering employees to desist from such strike or slowdown.

It is understood that the Employer shall retain the right to impose proper discipline, including discharge, in the event the Job Steward or his designated alternate and/or bargaining unit members who have taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

## **ARTICLE XII - GENERAL PROVISIONS**

### **Section 12.1 Uniforms**

The Employer agrees to furnish uniforms to employees covered by this Agreement and keep the same laundered at no charge to the Employee. Employees covered by this Agreement must wear uniforms at all times while on duty or be subject to disciplinary action by the Employer. Additionally, employees shall be issued protective clothing and equipment as specified below:

- Up to thirty-six (36) pairs of work gloves and sixteen (16) pairs of rubber gloves per employment year as needed;
- One (1)-pair of rubber boots;
- Two (2)-sets of rain gear;
- One (1)-set of winter jackets/pants; and
- One (1) zipper sweatshirt/hoodie

All clothing articles listed above shall be of adequate quality for the use intended on the job and shall be replaced when, lost, damaged, stolen or worn out, due to normal usage. Said clothing item(s) will not be replaced as a result of an employee's negligence. All clothing articles are for use on the job only.

All employees covered by this Agreement shall wear high top safety boots at all times while on duty. The Village will reimburse employees up to \$150.00 annually for safety boot initial issue and/or replacement as the boots become damaged or worn out. The Village will provide the boots and will replace any that become damaged or worn out. The old pair must be turned in before a new pair will be issued. Employees will only wear such boots while performing work for the employer and while in route to and from work. Employees may wear the boots while in route to and from the Village work site. The employee will be responsible for reasonable care and maintenance of the boots, and will replace any damaged through abuse or misuse.

### **Section 12.2 Drug and Alcohol Testing**

The policy and procedure agreed to by and between the parties is attached hereto and made a part of this Agreement as APPENDIX B.

### **Section 12.3 No Contracting or Subcontracting**



During the term of this Agreement, except as provided below, the Employer may contract-out or subcontract any work currently, regularly and/or customarily performed by employees covered by this Agreement that would require a capital expenditure of five thousand dollars (\$5,000.00) or more or be of less than sixty-one (61) days in duration or as provided in Sections 1.4 and 5.3, above.

The Union agrees to permit the Employer to contract for street sweeping work so long as such contracting does not cause the layoff of employees. Furthermore, the Union agrees to permit the Employer to contract for asphalt work as it is commonly recognized by the parties so long as such contracting does not cause the layoff of employees.

#### **Section 12.4 Union Bulletin Boards**

The Employer Agrees to furnish suitable space for bulletin boards in convenient locations in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

#### **Section 12.5 Discipline and Discharge**

- A. Discipline shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action the Employer shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only.

- C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as an individual grievance settlement or deemed appropriate by an arbitrator.
- D. Disciplinary actions recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.
- E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. Employees shall be entitled to have a Union representative present at all meetings with the Employer that could lead to the discipline of the employee.
- F. Nothing in this Article shall be construed to abridge or diminish any rights or protections' due an employee or obligations required of the Employer, as provided in State or Federal Law.
- G. Prior to taking any final disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reasons for such discipline.

#### **Section 12.6 Seasonal/Temporary Employees**

Employees hired on a temporary basis for less than a ninety (90) day period shall not be required to join the Union. The Village will not hire an individual temporary employee for more than one ninety (90) day period in any calendar year except by mutual agreement.

#### **Section 12.7 Daily & Weekly Maintenance Duties**

Normal Maintenance and clean-up will include the following schedule:

- A. Daily
  - 1. Check all fluid levels including oil, fuel, water, transmission, and hydraulic oil along with hydraulic line and hoses;
  - 2. Check tires for pressure, cuts, etc., and change any flats provided that at least two employees must make the tire change;
  - 3. Clean windshield. Windows, head/tail lights, license plates and mirrors;
  - 4. Drain air tanks;

5. Check for correct operation of the vehicle gauges, brakes, etc.; and
6. Check for body damage.

**B. Weekly**

1. Check the snowplow hitch in winter; and
2. Wash truck when supervisors determine the weather to be appropriate.

**Section 12.8 Interests**

All members of the Union agree to further the interests of the Employer.

**ARTICLE XIII – SAVINGS AND LEGALITY CLAUSES**

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

**ARTICLE XIV - EFFECTIVE DATE & DURATION**

**Section 14.1 Term-Notice of Termination**

This Agreement shall be in full force and effect from April 1, 2018, to and including March 31, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to date of expiration.

**Section 14.2 Notice to Renegotiate**

Where no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve the other a notice at least ninety (90) days prior to March 31, 2021 or March 31<sup>st</sup> of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Agreement.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the membership ratified this Agreement from April 1, 2018, to March 31, 2021 on the \_\_\_\_\_ day of April, 2018; the Village Board approved a Resolution authorizing the Village Manager to enter into an Agreement with Teamsters, Local 705, from April 1, 2018, to March 31, 2021, on the \_\_\_\_ day of May, 2018; and the parties hereto have executed this Agreement on the \_\_\_\_\_ day of May 2018, effective as of April 1, 2018.

### SIGNED FOR THE UNION:

**TEAMSTER UNION LOCAL # 705, An Affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO**

By:

/s/ Name	Signature:	_____
	Title:	_____
	Date:	_____

And

/s/ Name	Signature:	_____
	Title:	_____
	Date:	_____

### SIGNED FOR THE EMPLOYER:

VILLAGE OF OAK PARK  
COOK COUNTY, ILLINOIS

By:

/s/ Cara Pavlicek	Signature:	_____
	Title:	_____
	Date:	_____

## APPENDIX A - WAGE RATES INTERNATIONAL BROTHERHOOD OF TEAMSTERS' LOCAL 705

Position/Classification	Straight Time Hourly Rates				
	Rates in Effect as of 3/31/18	Rates Effective 4/1/2018 (2.5% Increase)	Rates Effective 04/01/19 (2.50 Increase)	Rates Effective 04/01/20 (2.5% Increase)	
Senior Sign & Marketing Technician *#	\$28.8278	\$29.5485	\$30.2872	\$31.0444	
Equipment Operator *#	\$28.2476	\$28.9537	\$29.6776	\$30.4196	
Refuse Worker *#	\$25.8018	\$26.4460	\$27.1080	\$27.7857	

\* The hourly rate for a probationary worker in any classification shall be seventy-five percent (75%) of the hourly position rate. Upon Successful completion of the probationary period, the employee shall be moved to the position rate.

# Employees are eligible to receive a one and one-half percent (1.5%) lump sum merit award based on straight time hours worked in accordance with Appendix C.

## APPENDIX B - ALCOHOL AND DRUG TESTING

### PART I: UNIFORM TESTING PROCEDURES FOR ALCOHOL AND DRUGS

#### Section 1.1 Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop Steward, if possible) to go to a medical clinic to provide both urine specimens for laboratory testing. The Supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop Steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the urine collection and release the results of the urine laboratory testing to his/her Employer's Medical

Review Officer and breathe testing results to the Employer. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms “probable suspicion” and “reasonable cause” shall be synonymous.

A refusal to provide a specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. If the employee is unable to produce 45ml of urine, he or she shall be given fluids up to 40 ounces of fluids to drink and shall remain at the collection site under observation until able to produce a 45-ml specimen, for up to eight (8) hours at the Employer’s option. If the employee is still unable to produce a 45-ml specimen, the Employer shall direct the employee to undergo an evaluation by a licensed physician concerning the employee’s inability to provide an adequate amount of urine. If the physician concludes that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the employee will be considered to have refused the test.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for “alcohol and /or drug intoxication.”

#### Section 1.2 DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented where applicable in accordance with the DOT rules under 49 CFR Part 391, Subpart C.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term “employees subject to testing” under this agreement is meant to include those employees required to have a current Commercial Drivers License (CDL). Employee out on long term injury or disability for any reason shall be removed from the random pool.

The provisions of Section B 1.6 C, Split Sample Procedures, and Section B 1.10 A, One-Time Rehabilitation, shall apply to random urine drug testing.

#### Section 1.3 Non-Suspicion-Based Post-Accident Testing

The Village may require post-accident alcohol and/or drug testing after any accident involving a Village motor vehicle or equipment.

The provisions of Section B1.6 C, Split Sample Procedures, and Section “B 1.10 A, One-Time Rehabilitation, shall apply to non-suspicion-based post-accident drug testing.

#### Section 1.4 Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

##### Urine Specimens:

Where urine specimens are to be provided, at least 30ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30ml shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he or she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Village's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

#### Section 1.5 Urine Collection Kits

The contents of the urine collection kit shall be as follows:

- A. Two (2) Screw-capped Self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.
- B. A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

The employee has the responsibility to initial the sealed transportation container.

- C. Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

#### Section 1.6 Laboratory Requirements

##### A. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

##### B. Specimen Retention

All specimens deemed “positive” by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

##### C. Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the “primary” sealed urine specimen bottle shall be immediately removed for testing, and the remaining “split” sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be



tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One container must contain a least 30 ml of urine, and urine in excess of the first 30 ml shall be placed in the second container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random, return to duty, follow-up, probable suspicion, or post accident urine test the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug.

If the employee chooses to have the second (2nd) sample analyzed, he or she shall at that time execute a special check off authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory reports negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action are waived.

#### D. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

#### Section 1.7 Laboratory Testing Methodology

The initial testing shall be by immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas

chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the (GC/MS) confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

Where other Schedule I and II drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test result must be reviewed by the certifying scientist and certified as accurate.

#### A. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

#### B. Medical Review Office (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test result, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the result with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

### Section 1.8 Leave of Absence Prior to Testing

#### A. Treatment Leave

An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

B. One (1) Leave Limit

Such leave of absence shall be granted on a one (1)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employees shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

C. Testing Upon Return to Work

Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section B1.10 of the Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. Non-Application to Probationary Employees

The provisions of this Section shall not apply to probationary employees.

Section 1.9 Disciplinary Action Based on Positive Test Results

Except as provided for in sections B 1.8 and B 1.10, any employee who tests positive for alcohol or drugs under the procedures established herein shall be subject to discharge.

Section 1.10 Return to Employment After a Positive Urine Drug Test

A. One-Time Rehabilitation

Any Employee testing positive for drugs in a urine drug test, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a program of evaluation and rehabilitation which has been approved by the applicable Medical Insurance Plan. Any cost of evaluation and rehabilitation, over and above that paid for by the applicable Medical Insurance Plan, must be borne by the employee.

B. Rehabilitation Conditions

Employees electing the one-time lifetime evaluation and rehabilitation must notify the employer within ten (10) days of being notified by the Employer of a positive urine drug test. The evaluation and rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation and rehabilitation program within fifteen (15) days after notifying the Employer. The employee must request reinstatement, but first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice,

before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest. After the discharge is sustained, the employee must notify the Employer within (10) days of the date of the decision, of the desire to enter the evaluation process and rehabilitation program.

C. Limits on Benefits Accrual

While undergoing treatment, the employee shall not receive any benefits provided by this agreement except continued accrual of seniority.

D. Post Treatment/Return to Work Testing Required

Upon being reinstated, and after providing the negative drug test provided in Subpart B, of this Section, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Section B 1.7 of this Appendix or a refusal to submit to testing shall result in discharge without a receipt of a prior warning letter.

Section 1.11 Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section 1.12 Paid-for Time

A. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

B. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

1. Random Drug Testing

- a. For all time at the collection site.
- b. Travel time.
- c. When an employee is on the clock and a random drug test is taken any

time during the employee's shift, and the shift ends after eight (8) hours, or 9.5 hours the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

- d. The employer will not require the employee to go for urine testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.
- e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random drug test.
- f. If a driving employee is called at home to take a random drug test at a time when the driving employee is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

## **PART II: ALCOHOL TESTING**

### *Section 2.1 Employees Who Must be Tested*

There shall be random, non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Part I of this Appendix.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Part I, B1.1, of this Appendix.

### *Section 2.2 Alcohol Testing Procedure*

All alcohol testing under this Section will be conducted in accordance with applicable Department Of Transportation/Federal Highway Administration (DOT/FHWA) regulations. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

#### **A. Screening Test**

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to

determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

Breath Alcohol Levels:

Less than 0.02% BAC-Negative

0.02% BAC and above-Positive (Requires Confirmation Test)

#### B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the devices and the device's serial number and the time of the test, unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cut off levels shall be used to confirm a positive level for alcohol

Breath Alcohol Levels:

Less than 0.02% BAC-Negative

0.02% BAC to 0.039% BAC Positive\*

0.04% BAC and above-Positive\*

\* Refer to Part II, Section 2.12, of this Appendix, for Discipline Based on a Positive Test.

#### Section 2.3 Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

#### Section 2.4 Pre-Qualification Testing for Non-DOT Personnel

An employee who transfers from a non-Dot-covered position to a safety sensitive position, requiring DOT mandated alcohol testing, will be subject to an alcohol test as part of the pre-qualification conditions for filling such position. Employees will be advised in writing prior to transferring to a safety sensitive position as defined by DOT, that pre-qualification testing will be conducted to determine the presence of alcohol. Any employee testing positive below the state DWI/DUI limit in a pre-qualification

alcohol test shall not be permitted to re-qualify for a period of one (1) year.

#### Section 2.5 Random Testing

The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FHWA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of all alcohol tests which are subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the scheduled working day, or immediately after completing the scheduled working day.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to DOT alcohol testing during the period of time they are away from work.

#### Section 2.6 Non-Suspicion-Based Post-Accident Testing

The Village may require alcohol and/or drug testing after any accident involving a Village vehicle or equipment.

It shall be the responsibility of the driver to remain readily available for testing, after occurrence of a motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of the necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedure required by the DOT regulations in the event of an accident.

### Section 2.7 Substance Abuse Professional (SAP)

- A. The Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist or social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of the clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.
- B. The employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT, exclusive of holidays and weekends the SAP will be the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program and if so, for how long.
- C. Follow-up and return-to-duty tests need to be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and/or drug abuse problem, the SAP may require a drug test to be performed along with any required alcohol follow-up and/or return-to-duty tests.
- D. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable health insurance, must be borne by the employee. The Employer shall pay for pre-qualification alcohol testing for employees who transfer from a non-DOT-covered position to a safety-sensitive position requiring DOT-mandated alcohol testing provided the employee tests negative. The Employer will also pay for random, non-suspicion-based, post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP will be paid for by the Employer, provided the employee tests negative.

### Section 2.8 Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.



In the event the Employer is unable to determine whether the abnormal behavior or appearance may be due to alcohol or drugs, the employee shall be tested in accordance with Part I, Section B 1.1, of this Appendix and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) one supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation if possible, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor (s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the recognition of the physical, behavioral, speech and performance indicators supporting probable suspicion of alcohol misuse and/or use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

#### Section 2.9 Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol testing regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing-site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. If requested, the employee will sign a consent form authorizing the BAT to collect a breath sample and release the result of the breath testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities.

#### Section 2.10 Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one

alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective matter. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample. If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical an evaluation from a licensed occupational health physician of the Village and the and the Local Union concerning the employee's medical ability to provide an adequate amount of breath. If the physician is unable to determine 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's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

#### Section 2.11 Leave of Absence Prior to Testing

All employees shall be subject to only one (1) lifetime voluntary leave of absence prior to testing for the purpose of undergoing a program for alcohol or drug use. Such leave shall be granted for a period of no more than sixty (60) days, and shall not be extended, unless by mutual agreement. This provision does not alter or amend the disciplinary provision (Part II, Section B 2.12) of this part.

Before returning to work the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

#### Section 2.12 Disciplinary Action Based on Positive Test Results

##### A. First Positive Test

1. 0.02% BAC to 0.039% BAC  
Out of Service for 24 hours.
2. 0.04%BAC to Less than State DWI/DUI Limit  
Out of Service for the length of time determined by the SAP with a minimum of a twenty (20)-calendar day suspension.

3. State DWI/DUI Limit and Above  
Subject to discharge.

B. Second Positive Test

1. 0.02%BAC to 0.039% BAC  
Out of Service for a five (5)-calendar day suspension.
2. 0.04% BAC to Less than State DWI/DUI Limit  
Out of Service for length of time determined by the SAP with a minimum of a thirty (30)-calendar day suspension.
3. State DWI/DUI Limit and Above  
Subject to Discharge.

C. Third Positive Test

1. 0.02%BAC to 0.039% BAC  
Out of Service for a fifteen (15)-calendar day suspension.
2. 0.04% BAC to less than State DWI/DUI Limit  
Out of Service for a length of time determined by the SAP with a minimum of a thirty (30)-calendar day suspension.
3. State DWI/DUI Limit and Above  
Subject to Discharge.

D. Fourth Positive Test

1. 0.02%BAC to 0.039% BAC  
Subject to Discharge.
2. 0.04% BAC to less than State DWI/DUI Limit  
Subject to Discharge.
3. State DWI/DUI Limit and Above  
Subject to Discharge.

E. Non-suspicion Post-Accident Positive

An employee who is tested positive in a non-suspicion based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

1. First Non-Suspicion-Based Post Accident Positive Test  
0.02% BAC to 0.039% BAC

Thirty (30) calendar day suspension.

2. 0.04 BAC and higher  
Subject to discharge.

3. Second Non-Suspicion-Based Post Accident Positive Test  
0.02% or higher BAC  
Subject to Discharge.

F. Employee Refusal to Test

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section 2.13 Return to Duty After a Positive Alcohol Test

Before returning to work the employee must have completed any recommended treatment determined by the SAP taken a return to duty alcohol test, with a result of less than 0.02% BAC, and further be subject to at least SIX (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP.

Section 2.14 Paid-for-Time-Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

1. Paid for all time at the collection site
2. Travel time Payment
  - a. for travel time one way if the collection site is reasonably en route between employee's home and the public works garage, and the employee is going to or from work; or
  - b. for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between employee's home and the public works garage.

3. Post Shift Payment

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours or 9.5 hours, the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

#### 4. No Pre- Shift Testing

The Employer will not require an employee to go for alcohol before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

#### 5. Use of Personal Vehicle Prohibited

During an employee's shift, an employee will not be required to his/her personal vehicle from the Public Works garage to and from the collection site to take a random alcohol test.

### B. Non-Suspicion-Based Post-Accident Testing

#### 1. Delayed Testing Payment

In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time employee returns home after the test.

#### 2. Immediate Testing Payment

When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home or to the public works garage in accordance with this Agreement.

### Section 2.15 Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

- A. Records of the inspection and maintenance of each EBT used in employee testing;
- B. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
- C. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration

checks.

#### Section 2.16 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

#### Section 2.17 Non-Driver Testing Exemptions

Non-DOT and/or non-driving employees who are otherwise covered by terms of this Agreement, shall only be subjected to drug and/or alcohol testing as provided in Part III of this Appendix, and shall be expressly excluded for any random, routine or situational testing.

### **PART III: NON-DOT/NON-DRIVING EMPLOYEE DRUG /ALCOHOL TESTING**

#### Section 3.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to except persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to except its employees to report for work fit and able for duty.

#### Section 3.2 Drug and Alcohol Testing Permitted

The Village may require post-accident alcohol and/or drug testing after any accident involving a Village motor vehicle or equipment.

Where the Village has reasonable suspicion to believe that a "non-DOT/non-driving employee" (hereinafter in this Part III, referred to as "employee(s)") is under the influence of alcohol or drugs during testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel must observe their reasonable suspicion concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below.

Drug means illegal drugs, which include any substance, which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered under this definition are:

Amphetamines	Methadone
Barbiturates	Methaqualone
Benzodiazepines	Opiates
Cannabinoids	Phencyclidine
Propoxyphene	
Cocaine	

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have one's person or personal effects.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

### Section 3.3 Order to Submit to Testing

The Village will verbally provide the employee with reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. Refusal to submit to such test may subject employees to discipline up to and including discharge but employees taking a test shall not be construed as having waived any objection or rights they may have.

### Section 3.4 Tests to be Conducted

In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Insure that the laboratory or facility selected conforms to all NIDA standard;
- C. Collect split samples in such a manner as to preserve the individual employees right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnesses by the medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;
- D. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites'
- E. provide the employee tested with an opportunity to have additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village within seventy-two hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party; and

- F. Require that the laboratory or hospital facility report to the Village that a urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative.

In reporting a positive result, the laboratory shall state the specific substances for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by a Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol, the Village shall:

Regard test results showing an alcohol concentration as that currently established by the State of Illinois as being under the influence.

For drug testing, the Village shall:

Regard as positive those test based on the cut-off levels as those currently established by the United State Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with testing and the results when the employee request the same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

### Section 3.5 Right to Contest

The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion with or without the assistance of the Union.

### Section 3.6 Voluntary Request for Assistance

The village shall take no adverse employment action against a non-probationary employee who voluntarily seeks treatment, counseling or other support for an alcohol



or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any other manner adverse to the employee's interests, except reassignment as described above.

### Section 3.7 Discipline

In the first instance that employees test positive on both the initial and confirmatory test for any other drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing. Discipline less than discharge is conditional upon:

- A. The employee agreeing to appropriate treatment as determined by the physicians involved;
- B. The employee discontinues the abuse of drugs or alcohol;
- C. The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months; and
- D. The employee agrees to submit to random testing during hours of work during period of "aftercare" up to one (1) year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge with our appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave-of-absence, pending treatment.

The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to a due to alcohol or drug abuse.

### Section 3.8 Cost

The Village shall pay the full cost of all testing.

### Section 3.9 Notification

Any employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested. The Union shall be advised when an employee is to be tested for drugs or alcohol feasible.

## **APPENDIX C: GUIDELINES OUTLINING MERIT PAY SYSTEM**

### **Section 1 Merit Award**

A performance appraisal will be conducted no later than January 15, 2019, January 15, 2020, January 15, 2021, for a lump sum merit award effective April 1, 2019, April 1, 2020, and March 31, 2021, respectively.

### **Section 2 Performance Evaluations**

The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specification and performance requirements to the position that the incumbent is filling. It answers the question of how well an employee is performing in meeting the department's performance standards. It satisfies a basic requirement for employees to know where they stand with the organization in regard to their performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement. The implementation of such standards for performance evaluations will be discussed through a joint Labor-Management Committee.

Employees shall receive performance evaluations at the end of their probationary periods and at least annually thereafter, even if the maximum salary rate for the classification has been reached. Once an employee achieves regular status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary.

During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. An overall rating of meets expectations must be received on the final probationary evaluation in order for the employee to achieve permanent status.

Employees shall be evaluated by their immediate supervisors. The performance evaluation shall be reviewed by the next higher level supervisor. The immediate supervisor shall discuss the performance evaluation with the employee. In the event the employee is transferred from one supervisory work unit to another

supervisory work unit or in the event the employee's present supervisor is transferred, the losing supervisor shall, if possible, provide the gaining supervisor with an evaluation of the employee's work for the period the employee was under the losing supervisor. This evaluation shall be considered in preparing the annual performance evaluation. If in the event the immediate supervisor leaves the employment of the employer prior to conducting performance evaluations, the next higher level supervisor will evaluate all affected employees.

Employees shall have the opportunity to provide comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. The signature line includes a place where employees may check a box indicating whether they agree or disagree with the evaluation. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the evaluation as a result of the employee/supervisor discussion, a revised evaluation will be prepared and so noted. The employee shall sign the revised evaluation, which again only indicates that the employee has read the evaluation. A copy of the revised evaluation shall be provided to the employee at this time.

All written comments provided by employees within thirty (30) days of the evaluation shall be attached to the performance evaluation.

Performance evaluations are neither grievable nor arbitrable under this Agreement nor shall they be used for disciplinary actions or layoffs. They will only be used to assist in the evaluation of an employee's performance.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of unsatisfactory must be substantiated in the comments section, as well as suggestions or plans for improved performance in those areas.

#### *Definition of Ratings*

An overall rating of exceeding or meeting standards means that the employee's work performance is acceptable and will result, where pertinent, in receipt of a merit salary increase or a status change from a probationary to regular employee.

A factor rating of unsatisfactory or below standards means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of unsatisfactory or below standards means the employee's work performance is inadequate and may result in the loss or delay of the merit salary increase or a failure to complete probation.

### **Section 3 Merit Awards**

Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance lump sum merit award if the employee's performance has exceeded expectations. Employees shall receive timely notice of unsatisfactory performance or conduct during the evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged unsatisfactory performance. Such notice shall provide the employee with adequate opportunity to correct noted deficiencies prior to the end of the evaluation period.

### **Section 4 Denial of Merit Award**

The employer may withhold the lump sum merit awards if they are not merited. The employer shall keep employees informed about their job performance, giving good work its proper recognition and any unsatisfactory work all possible guidance and assistance toward improvement as noted in Section 3.

Any complaint for denial of annual merit pay increases will be processed under the EMPLOYEE COMMUNICATION PROCEDURE of the Personnel Manual.

### **Section 5 Performance-based Merit Award**

Performance-based merit award shall use the following criteria:

- A. Classification specifications developed and promulgated by the employer;
- B. An individual position description, reduced to writing;
- C. Written memorandum, including letters of instruction, when necessary; and
- D. Disciplinary action.

The performance standards and the annual performance evaluations are the factors upon which an employee's performance is judged and upon which merit award decisions are determined.

## **APPENDIX D: MERIT PAY AND PERFORMANCE EVALUATION RATING**

Effective April 1, 2019

Merit-Based 1.5% for Exceeds Standards

Effective April 1, 2020

Merit-Based 1.5% for Exceeds Standards

Effective March 31, 2021

Merit-Based 1.5% for Exceeds Standards

**END OF CONTRACT**