

LABOR AGREEMENT
BETWEEN
THE VILLAGE OF OAK PARK
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
AFL-CIO
LOCAL UNION NO. 9

Effective:
January 1, 20~~15~~¹⁸ to December 31, 20~~17~~²⁰

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**ARTICLES OF AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 9**

This agreement is to be entered into on the ____ day of May, ____, between the Village of Oak Park, hereinafter the “Village”, and the members of Local No. 9, International Brotherhood of Electrical Workers, hereinafter the “Union.”

ARTICLE 1 – RECOGNITION

The Village recognizes and acknowledges that the Union is the sole and exclusive representative for all employees in classifications of work covered by this Agreement that include Electrician and Senior Electrician for the purpose of collective bargaining as provided for by the Illinois Public Labor Relations Act (IPLRA).

This Agreement serves to formalize the pay, fringe benefits, and other terms and conditions of employment of Village employees who are members of Local No. 9, International Brotherhood of Electrical Workers.

ARTICLE 2 – MANAGEMENT RIGHTS

The Village shall retain sole right and authority to operate the affairs of the Village and all departments for which the Union members are present in all its various aspects, including but not limited to, all rights and authority exercised prior to the execution of this Agreement, except as modified by this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in all of its departments or by its employees; to hire, promote, suspend, discipline or discharge for just cause, or release employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; and, to make and enforce reasonable rules and regulations; to change methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any provisions of this Agreement.

ARTICLE 3 – UNION BUSINESS

Duly authorized officials of the Union shall be permitted to enter the Village's facilities for purposes of handling grievances and observing conditions under which employees are working. Representatives of the Union will not abuse this privilege and will at all times conduct themselves in a manner so as not to interfere with the normal work operations. The Union will notify the Village a minimum of twenty-four (24) hours in advance, or less if mutually agreed, prior to such visit.

ARTICLE 4 – DUES CHECK-OFF, MAINTENANCE OF MEMBERSHIP AND FARE SHARE

The Village, within thirty (30) days of receipt of a validly executed written authorization card from the employee, shall deduct Union membership dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions once each four-week period to the Union. It shall be the responsibility of the Union to provide the necessary dues authorization form to any new employee hired into the bargaining unit. Authorization for such deduction may only be revoked by written notice to the Village and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

The Village shall provide to the Union within thirty (30) days of hiring the name, address, classification, rate of salary, and starting date of any new employee hired into the Union's bargaining unit. The Village shall similarly provide the Union with the name and date of transfer or promotion of any employee transferred or promoted in or out of the Union's bargaining unit and /or terminated from a job classification within said unit. Such information shall be provided in writing.

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Village shall deduct from the earnings of employees who are not members of the Union a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter called the "fair share amount") from said non-member bargaining unit employees will not exceed the regular Union dues and represents the employee's fair share cost of the collective bargaining process. Employees hired on or after the effective day of the Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters

affecting wages, hours, and other conditions of employment.

The Union shall indemnify and save harmless the Village and its officers, agents, and employees against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees or the Union, its officers, agents and employees in the course of or for the purpose of complying with any of the obligations and/or provisions of this Article.

ARTICLE 5 – PROBATIONARY PERIOD

Section 5.1 – Probationary Period Resulting From Initial Appointment to a Classification in this Agreement

All employees newly hired into the bargaining unit shall be considered probationary employees until they have completed a six (6) month probationary period. The employer may extend the probationary period for up to an additional thirty (30) working days upon notification to the employee and the Union. During the employee's probationary period or extended probationary period, 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 layoff 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 Village in a position covered by this Agreement. During the probationary period, the employee shall not have status of a regular employee except for accrual of benefits as provided for in this Agreement.

Section 5.2 – Probationary Period Resulting From a Promotion to Senior Electrician

Employees promoted from Electrician to Senior Electrician shall serve a six (6) month probationary period commencing on the effective date of the promotion. If in the event the employer desires additional time to determine the abilities and qualifications of any probationary employee pursuant to this Section, the employer shall notify the Union prior to the employee's last day of probation of the employer's decision to extend the probationary period for a period of thirty (30) working days. In the event an employee fails to successfully pass probation in the promoted class, the employee shall return to the classification from which he/she was promoted, and at the pay rate effective prior to the employee's promotion. Such failure of probation shall not preclude the employee from future consideration for promotion; however, no such promotion may occur within one year from the date upon which the employee received notice of his/her failure of probation.

ARTICLE 6 – HOURS OF WORK

The work week shall consist of forty (40) hours, Monday through Friday. The work year shall consist of two thousand and eighty (2,080) hours. 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 6.1 – Work Hours and Breaks

Working hours shall be eight (8) consecutive hours at the option of the Village between 6:00 a.m. and 5:00 p.m., including two (2) fifteen (15) minute paid breaks. There will be a one-half (1/2) hour unpaid meal period. Break times will be set at 9:00 am and 2:00 pm, unless otherwise directed by the supervisor.

Employees held over and working in excess of eight (8) hours per day will receive an additional fifteen (15) minute break for each two (2) 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 6.2 – Overtime General Description

Employees covered by this agreement shall be paid one and one-half (1 ½) 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 (1 ½) shall be paid for time worked on Saturday, Sunday and Holidays providing the Employee had been available for work at least forty (40) hours during the normal working hours of the current week, as prescribed above. The parties agree that the double-overtime on Sundays or Holidays sunset on December 31, 2014 and is no longer applicable. The parties further agree that Employees are not eligible to substitute compensatory time off in lieu of overtime.

The Village 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.

Section 6.3 – Scheduled Overtime

Scheduled overtime shall be defined as overtime pre-arranged by either posting the overtime opportunity and the employee signing the posting sheet, or by telephone/verbal contact. Scheduled overtime shall be offered to each employee on a rotating basis. Once an employee is offered overtime, s/he 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.

Section 6.4 – Continuation of Shift

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. Continuation of shift overtime shall first be offered to the employee(s) performing the work and then on a bargaining unit seniority

basis.

Section 6.5 – Emergency Overtime

Emergency overtime shall be defined as overtime that occurs because of unforeseen circumstances and requires callback of employees with a rapid response. Callback shall be on a bargaining unit seniority basis. When the number of employees needed for a callback is determined by the Village, the most senior employee will be contacted first; this procedure will continue down the list of employees on the basis of seniority. If after contacting all employees an insufficient number of employees are available, the Village will re-contact the most junior employee and require the overtime.

Employees shall receive a minimum of four (4) hours of overtime for emergency callback at time and one-half (1½) hours. Called back Employees shall be granted a thirty (30) minute break with pay for each four (4) consecutive hour period worked.

ARTICLE 7 - INSURANCE

Section 7.1 – Life Insurance

The Village will pay each full-time employee covered by the terms of this Agreement one hundred percent (100%) of the cost of ~~twenty-five~~ fifty thousand dollars ~~(\$25,000.00)~~ (\$50,000) of term life insurance and a like amount of accidental death and dismemberment (AD&D) coverage. The Village will offer to the employee additional life and AD&D insurance subject to the terms and conditions set forth by the Village's life insurance carrier. The employee will pay the full cost for supplemental insurance.

Section 7.2 – Health Insurance

The employee will receive the identical dental and health insurance plans and coverage, including drug prescription plans, at the identical costs as other Village

employees not covered by other labor contracts. Effective January 1, 2007, and thereafter, employee contributions will not increase by more than twenty percent (20%) of the preceding year's contribution rate or the actual percentage increase, whichever is less.

ARTICLE 8 – VACATION

The Village shall grant vacation with pay to employees. Eligible employees shall accrue vacation hours on a bi-weekly basis. The amount of accrual of vacation hours bi-weekly shall be based on the employee's length of service, as defined in this policy. Vacation accrual shall be given to a regular employee so long as the employee is carried on the payroll of the Village and is paid.

Vacation time shall be calculated from the anniversary date of each employee. After one year of service, each employee shall be entitled to annual vacation in accordance with the following schedule:

- A. Beginning of the first (1st) year through completion of the fifth (5th) year, 2 weeks vacation (accrual rate is 3.077 hours per pay period);
- B. Beginning of the sixth (6th) year through completion of the twelfth (12th) year, 3 weeks vacation (accrual rate is 4.615 hours per pay period);
- C. Beginning of the thirteenth (13th) year through completion of the twentieth (20th) year, 4 weeks vacation (accrual rate is 6.154 hours per pay period);
and
- D. Beginning of the twenty-first (21st) year and over, 5 weeks vacation (accrual rate is 7.692 hours per pay period).

ARTICLE 9 – HOLIDAYS AND PERSONAL DAYS

Section 9.1 – Holidays

Employees shall receive time off with pay for the following legal holidays: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on Christmas Eve, and Christmas Day. In addition to the above named legal holidays, employees shall receive time off with pay for their birthdays.

Section 9.2 – Personal Days

In addition to the legal holidays and birthday specified above, each employee shall receive two and one-half (2-1/2) floating personal days off with pay at his or her regular rate.

ARTICLE 10 – SICK LEAVE

Section 10.1 – Sick Leave Accrual

~~Employees hired on or after January 1, 2004, will accrue thirteen (13) days of sick leave annually at the rate of four (4) hours per pay period. Unused sick leave may be accrued to a maximum of two hundred and forty (240) days. Sick leave accrual shall be given to a regular employee so long as the employee is carried on the payroll of the Village and is paid.~~

Bargaining unit employees on the payroll prior to January 1, 2004, shall remain covered by the sick leave policy as provided for in the "Personnel Manual for the Village of Oak Park", adopted March 31, 1997. Such employees shall be credited with thirteen (13) weeks or sixty-five (65) days at the beginning of each year. Unused sick leave shall carry over from one year to the next to a maximum not to exceed two hundred and forty (240) days. However, if during the life of this Agreement all other

union represented Village personnel become subject to the above cited thirteen (13) day per year accrual method, all members of this bargaining unit will become subject to this accrual method. For purposes of illustration, the table below shows two examples of the administration of the 65-day per year sick leave benefit.

	YEAR 1		YEAR 2					YEAR 3		
	Balance as of 12/31	Days Carried Over to YEAR 2	Days Awarded 01/01	Sick Leave Balance on 01/01	Days of Paid Sick Leave Used in YEAR 2	Balance as of 12/31	Days Forfeited on 12/31 (Year-End Balance Cannot Exceed 240 Days)	Days Carried Over to YEAR 3	Days Awarded 01/01	Sick Leave Balance on 01/01
Example 1	230	230	65	295	10	285	45	240	65	305
Example 2	180	180	65	245	25	220	0	220	65	285

Employees who are members of the Illinois Municipal Retirement Fund (I.M.R.F.) can qualify for a maximum of one (1) year of additional pension service credit upon retirement for unpaid, unused sick leave, at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof up to twelve (12) months (240 days).

Section 10.2 – Procedures for Using Paid Sick Leave

To be considered eligible for sick leave compensation due to a non-work illness or injury, employees must adhere to the following Village of Oak Park procedures: Employees must speak directly to a supervisor by telephone within one (1) hour prior to the scheduled workday. When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work, identify the location from which they will be recovering, and provide a telephone number at which they can be reached during their recovery. Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one, unless permission is granted otherwise.

The Department Head may require an employee to produce a statement from a health care professional for any non-service connected illness and/or injury which prevents

the employee from reporting to work three (3) or more consecutive workdays. The health care statement must state the reasons why an employee is unable to report for work.

Employees who fail to contact their supervisor for three consecutive workdays, as described above, are considered to have voluntarily resigned. An employee may be reinstated only upon demonstrating extenuating circumstances to the Village Manager. Medical certification may also be required by the Village when an employee experiences multiple illnesses of shorter periods and/or absences due to illness and/or injury on the day of, before, or after a holiday or other paid time off.

As mutual protection for the employee and the Village, the Human Resources Director may require an employee to submit to a physical examination by a designated physician when, in the Human Resources Director's opinion, the performance of the employee has become limited or weakened by impaired health. The physical will be at the Village's expense. The Human Resources Director may require the employee to conform to the physician's recommendations as a condition of continued employment with the Village, unless the employee submits a medical opinion by an equivalently qualified medical specialist to the contrary.

Employees who are absent from work due to illness the day before and/or the day after a holiday or their scheduled vacation or personal day may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Department Head. Employees who become injured or ill while on vacation or a personal day must continue their scheduled vacation or personal day. Employees on approved sick leave that covers a period of time in which there is a holiday listed in Article 9, Section 9.1 (Holidays) shall not be charged with sick leave for that day.

Sick leave may be used for preventative medicine or treatment which requires the employee to take time off during normal working hours to see doctors and/or receive similar medical attention which cannot be reasonably scheduled outside of working hours. The granting of sick leave for such purpose is within the discretion of the

Department Head and may be denied, depending on staffing levels of the department or when such requests have been excessive, as determined by the Department Head, but shall not be unreasonably withheld.

Section 10.3 – Service Credit While on Approved Sick Leave

Service shall be deemed continuous notwithstanding approved leaves of absences agreed to by the Employer.

ARTICLE 11 – WAGES, PERFORMANCE-BASED & CERTIFICATION PAY

Section 11.1 – General Wage Increases

Employees holding positions covered by the provisions of this Agreement shall receive a 2.5% general wage increase on January 1, 2018, a 2.5 % general wage increase on January 1, 2019, and a 2.5% general wage increase on January 1, 2020.

Section 11.2 – Wage at Time of Employment and Thereafter

Each classification covered by this Agreement has an annual hourly and annual wage rate for 2018-2020, as specified in the table below; the annual rate is based on 2,080 hours.

2015-2017 Hourly & Annual Base Pay Rates

			Electrician	Senior Electrician
1/1/2018	2.5%	Hourly Base Pay Rate	\$36.9048	\$38.5268
		Annual Base Pay Rate	\$76,762.02	\$80,135.70
1/1/2019	2.5%	Hourly Base Pay Rate	\$37.8274	\$39.4899
		Annual Base Pay Rate	\$78,681.07	\$82,139.09
1/1/2020	2.5%	Hourly Base Pay Rate	\$38.7731	\$40.4772
		Annual Base Pay Rate	\$80,648.10	\$84,192.57

Section 11.3 – Performance-Based Pay Resulting from the Annual Performance Evaluation

Employees shall be eligible to receive a lump sum one and one-half percent (1.5%) merit award, calculated as a percent of the annual base pay rates included in Section 11.2, for calendar years ~~2015, 2016, and 2017~~ 2018, 2019, and 2020, contingent upon the prior year's performance appraisal and rating criteria, as defined in Article

12. Such performance appraisals shall be completed for each member of the bargaining unit by December 31st of contract years ~~2015, 2016 and 2017~~ **2018, 2019, 2020**. Merit awards resulting from the performance appraisal shall be included on a regularly scheduled pay prior to January 31st of the contract year following the completion of an employee's performance evaluation. Should the parties fail to negotiate a successor contract prior to the expiration of December 31, ~~2017- 2020~~, the ~~2017- 2020~~ merit pay, if applicable, shall be paid prior to January 31, ~~2018-2021~~; however, the parties agree that further merit payments beyond that date are subject to a successor agreement.

Section 11.4 – Certification Pay

Employees covered by this Agreement shall receive a one-time award of five hundred dollars (\$500.00) upon providing written confirmation to the Village of certification by the International Brotherhood of Electrical Workers (IBEW) Local 9 of successful completion of the "Traffic III (Traffic Systems)" course conducted by the IBEW, Local #9/National Electrical Contractors Association Journeyman and Apprentice Training Center. Such certification pay shall be paid as a lump sum, and shall not be included in the employee's hourly rate. The Village shall not be responsible for any costs associated with the above cited course nor shall it be required to pay for time spent attending or traveling to and from said course.

Section 11.5 – Payment for Time at Separation

Employees who separate from the Village as a result of discharge, resignation, or layoff, shall be compensated for any accrued vacation and/or earned compensatory time as of the effective date of the separation. Such payment will be made on the pay date following his/her separation date.

ARTICLE 12 – POSITION DESCRIPTIONS & PERFORMANCE EVALUATIONS

Section 12.1 – Position Descriptions

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. When changes are anticipated, the employee shall have an opportunity to offer input prior to amending the position classification.

Nothing contained herein shall compromise the right or the responsibility of the Village of Oak Park to assign work consistent with the classification specification.

Section 12.2 – Performance Evaluations and Their Intended Use

The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specification and performance requirements of the position that the incumbent is filling. It is an indication of how well an employee is doing in meeting the department's performance standards. It delineates areas of strengths and weaknesses and suggests possible ways of making improvement where performance is below standard.

Employees shall receive performance evaluations at the end of their probationary periods, and at least annually thereafter. 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 achieved on the final probationary evaluation in order for the employee to pass probation. For purposes of receiving merit pay, an overall rating of “exceeds expectations” must be achieved.

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 former supervisor shall, if possible, provide the current supervisor with an evaluation of the employee's work for the period the employee reported to the former 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 written 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. 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 the time that the supervisor discusses the evaluation with the employee. Employees shall have the opportunity to provide written comments to be attached to the performance evaluation

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

The performance evaluations itself is neither grievable nor arbitrable under this Agreement. However, employees may object to their performance evaluation ratings using the Employee Communication Procedure set forth in the Personnel Manual.

The performance evaluation may be used as an historical document of the employee's awareness of performance deficiencies and necessary corrective action. The performance evaluation may be used in grievances and arbitrations concerning disciplinary actions taken against an employee.

Section 12.3 – Conducting Performance Evaluations

The work performance of each employee is to be rated on the applicable rating factors on the appropriate form. All individual ratings and overall ratings must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas. The Village shall keep employees informed about their job performance, giving good work its proper recognition and any unsatisfactory work all reasonable guidance and assistance toward improvement.

Evaluations of specific tasks and performance standards shall be based on the following:

- A. Classification specifications developed and promulgated by the Employer;
- B. An individual position description, reduced to writing;
- C. Written memorandum, including letters of instruction or performance goals provided to the employee by the Village prior to the commencement of the evaluation period; and
- D. Any performance-related record the supervisor has made over the rating period including citations for good performance as well as disciplinary action.

Section 12.4 – Definition of Performance Evaluation Ratings

Performance ratings on individual tasks and overall performance shall consist of the following:

- A. "Outstanding" means that the employee consistently performs beyond expectations;
- B. "Exceeds Expectations" means that an employee's work performance has consistently exceeded the supervisor's expectations;
- C. "Meets Expectations" means that an employee's work performance meets the supervisor's expectations;
- D. "Below Expectations" means that an employee's work performance is below the supervisor's expectations; and
- E. "Unsatisfactory" means that an employee's work performance is unacceptable.

An overall rating of meeting expectations, or above, means that the employee's work performance is acceptable and will result, where pertinent, in successfully passing probation.

An overall rating below "meets expectations" means that 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. Employees shall be informed throughout the rating period of their job performance, and in those cases where unsatisfactory performance is noted, the employee shall be provided with adequate opportunity to correct such noted unsatisfactory performance prior to the end of the evaluation period. Any such notice of unsatisfactory performance shall be provided to the employee and the Union. An overall rating below "meets expectations" for an employee serving an initial probationary period means the employee's work performance is inadequate for the purpose of passing probation and shall serve as the basis for termination of probationary employment. An overall rating below "meets expectations" for an employee serving a probationary period as a result of a promotion means the employee's work performance is inadequate for the purpose of passing probation in the promoted classification and shall serve as the basis for termination of probationary employment in that classification in accordance with Article 5, Section 5.2 above.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 – 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.

Section 13.2 – 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 within ten (10) working days of 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 in writing 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. In the event that an employee files a grievance without the Union's knowledge, the Village shall send a copy of such grievance to the Union Representative.

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 within ten (10) working days after receipt of the Village's answer in Step 1 and shall be signed

by 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 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 meet and discuss the grievance within ten (10) working days of the receipt of the grievance 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.

Section 13.3 – 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. 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 three times 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).

Section 13.4 – 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 facts 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.

Section 13.5 – 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.

Section 13.6 – Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days of the event first giving rise to the grievance or within ten (10) working days of the date on which either the employee or the union knew or reasonably should have known of its occurrence. 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, 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.

ARTICLE 14 – OTHER CONDITIONS

Section 14.1 – Safety Shoes

All employees covered by this agreement shall wear safety shoes at all times while on duty. The Village shall choose the type of shoe. The Village will provide the shoes 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 not wear the shoes while performing work for another employer or for themselves. Employees may wear the shoes while in route to and from the Village work site. The employee will be responsible for reasonable care and maintenance of the shoes, and will replace any damaged through abuse or misuse.

Section 14.2 – Personnel Manual

All other terms and conditions of employment not specifically covered in this Agreement shall be governed by the provisions of the Oak Park Personnel Manual.

Section 14.3 – Commercial Driver License (CDL)

The Parties agree that in regards to commercial driver’s license (CDL), all members of the bargaining unit must have "CDL" licenses upon being hired, and maintain a valid CDL throughout the course of their Village employment.

ARTICLE 15 – EMPLOYEE TESTING

Section 15.1 – Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 15.2 – Drug and Alcohol Testing Permitted

All employees required to have a commercial driver's license (collectively referred to as "drivers" are subject to mandatory regulations promulgated by the United States Department of Transportation ("DOT" and include random drug and alcohol testing.

In addition, ~~Where~~ the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel must observe their reasonable suspicions 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 15.7 below **or per the DOT guidelines for drivers as noted above.** The Village shall have the right to require testing of an employee who has been involved in an accident while operating equipment or vehicle.

Section 15.3 – Order to Submit to Testing

For reasonable suspicion testing, ~~¶~~ the Village will provide the employee with the reasons for the suspicion prior to the order. Refusal to submit to such testing may subject employees to discipline up to and including discharge, but employees taking the test shall not be construed as having waived any objection or rights that they may

have. For random testing of CDL drivers, the Village will comply in the manner outlined by the Department of Transportation.

Section 15.4 – 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 standards;
- C. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by 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 (GCMS) 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 the 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 (72) 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 or blood 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.

For alcohol testing the agency shall regard test results showing an alcohol concentration of ~~.05~~.02 or more based upon the grams of alcohol per 100 milliliters of blood as being under the influence. This standard is intended to be reflective of the current standard promulgated by the United States Department of Transportation ("DOT").

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 requests 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.

Section 15.5 – 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 tests, 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 in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same on their own discretion.

Section 15.6 – Voluntary Requests for Assistance

The Village shall take no adverse employment action against a regular full time employee the first time such employee voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require assignment 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 (E.A.P.) 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 manner adverse to the employee's interests, except reassignment as described above.

Section 15.7 – Discipline Related to Drug and Alcohol Testing

In the first instance that employees test positive on both the initial and confirmatory test for any 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 physician(s) 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 the 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 without 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 throughout 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 alcohol or drug abuse.

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within thirty (30) days, either party may submit the matter to arbitration as herein provided.

ARTICLE 16 – NO STRIKE OR LOCKOUT

There shall be no strikes or lockouts during the life of this Agreement.

ARTICLE 17 – DURATION AND NOTICE

This agreement and each of its provisions shall be effective as of January 1, ~~2015,~~ **2018** and shall continue in full force and effect until December 31, 2017, and thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date of this agreement that it desires to cancel or terminate this Agreement.

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 with notice at least sixty (60) days prior to December 31, ~~2017~~ **2020**, or December 31st of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Agreement.

SIGNATURE PAGE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
AFL-CIO
LOCAL UNION NO.9
CHICAGO, ILLINOIS

John C. Burkard, Business Manager

Date

VILLAGE OF OAK PARK
OAK PARK, ILLINOIS

Cara Pavlicek, Village Manager

Date

END OF CONTRACT