

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF HUNTLEY, ILLINOIS

AND

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

through December 31, 2017

ARTICLE I RECOGNITION/MANAGEMENT RIGHTS - 6 -

 Section 1.1. Recognition..... - 6 -

 Section 1.2. New Classifications. - 7 -

 Section 1.3. Management Rights..... - 7 -

ARTICLE II UNION RIGHTS - 8 -

 Section 2.1. Union Activity During Working Hours..... - 8 -

 Section 2.2. Time off for Union Activities..... - 9 -

 Section 2.3. Bulletin Board..... - 9 -

ARTICLE III UNION DUES - 9 -

 Section 3.1. Dues Deduction. - 9 -

 Section 3.2. Fair Share..... - 10 -

 Section 3.3. Indemnification..... - 11 -

 Section 3.4. Union’s Duty of Fair Representation..... - 12 -

ARTICLE IV HOURS OF WORK AND OVERTIME - 12 -

 Section 4.1. Purpose. - 12 -

 Section 4.2. Normal Work Day. - 12 -

 Section 4.3. Snowplowing/Saltng and Other Work..... - 13 -

 Section 4.4. Overtime Compensation. - 13 -

 Section 4.5. Overtime Distribution. - 14 -

 Section 4.6. Callback. - 15 -

 Section 4.7. Compensatory Time Off..... - 15 -

 Section 4.8. Mandatory Rest Period. - 15 -

 Section 4.9. No Pyramiding..... - 16 -

ARTICLE V SENIORITY - 16 -

 Section 5.1. Definition of Seniority..... - 16 -

 Section 5.2. Seniority Termination..... - 16 -

 Section 5.3. Seniority List. - 17 -

 Section 5.4. Probationary Period. - 17 -

ARTICLE VI LAYOFF/RECALL..... - 18 -

Section 6.1. Layoff.	- 18 -
Section 6.2. Recall.	- 19 -
ARTICLE VII DISCIPLINARY PROCEDURES	- 19 -
Section 7.1. General Principles.....	- 19 -
Section 7.2. Union Representation.	- 20 -
Section 7.3. File Inspection.	- 20 -
ARTICLE VIII GRIEVANCE PROCEDURE	- 21 -
Section 8.1. Definition.	- 21 -
Section 8.2. Grievance Procedure.....	- 21 -
Section 8.3. Arbitration.....	- 23 -
Section 8.4. Time Limit for Filing/Forms.	- 24 -
Section 8.5. Union Stewards.....	- 25 -
ARTICLE IX LEAVES	- 25 -
Section 9.1. Holidays.....	- 25 -
Section 9.2. Personal Days.	- 26 -
Section 9.3. Vacations.	- 27 -
Section 9.4. Sick Leave.	- 28 -
Section 9.5. Sick Leave Accrual Options.	- 29 -
Section 9.6. Jury Duty Leave.....	- 31 -
Section 9.7. Military Leave.	- 31 -
Section 9.8. Bereavement Leave.	- 31 -
Section 9.9. Medical Disability Leave.....	- 32 -
Section 9.10. Family and Medical Leave Act.....	- 33 -
Section 9.11. Secondary Employment.....	- 34 -
ARTICLE X LABOR/MANAGEMENT CONFERENCES	- 34 -
Section 10.1. Labor Management and Safety Meetings.	- 34 -
Section 10.2. Purpose.	- 35 -
Section 10.3. Safety Issues.	- 36 -
ARTICLE XI MISCELLANEOUS PROVISIONS	- 36 -
Section 11.1. Gender.....	- 36 -

Section 11.2. Wearing Apparel and Uniform Policy.....	- 36 -
Section 11.3. Miscellaneous Benefits.....	- 36 -
Section 11.4. Commercial Driver’s License/Certifications Reimbursement.....	- 37 -
Section 11.5. Training.....	- 37 -
Section 11.6. Substance Abuse Policy and Testing.....	- 38 -
Section 11.7. Loss of Driving Privileges.	- 38 -
Section 11.8. Light Duty and Return to Work.....	- 38 -
Section 11.9. Village Cell Phones and Electronic Equipment.....	- 39 -
Section 11.10. Smoking/Tobacco Policy.....	- 39 -
Section 11.11. Physical Fitness Examinations.	- 40 -
ARTICLE XII SUBCONTRACTING	- 40 -
ARTICLE XIII NON-DISCRIMINATION	- 41 -
ARTICLE XIV NO STRIKE/NO LOCKOUT.....	- 41 -
Section 14.1. No Strike Commitment.....	- 41 -
Section 14.2. Resumption of Operations and Union Liability.....	- 42 -
Section 14.3. No Lockout.....	- 42 -
Section 14.4. Judicial Restraint.	- 42 -
ARTICLE XV POSTING AND FILLING OF VACANCIES.....	- 42 -
ARTICLE XVI INSURANCE	- 43 -
Section 16.1. Insurance Coverage.	- 43 -
Section 16.2. Cost Containment.	- 43 -
Section 16.3. Terms of Insurance Policies to Govern.	- 44 -
Section 16.4. Life Insurance.	- 45 -
ARTICLE XVII WAGES.....	- 45 -
Section 17.1. Wage Rates.	- 45 -
ARTICLE XVIII SAVINGS CLAUSE.....	- 47 -
ARTICLE XIX ENTIRE AGREEMENT	- 47 -
ARTICLE XX DURATION AND TERMINATION	- 48 -
APPENDIX A SENIORITY LIST	- 49 -

APPENDIX B PUBLIC WORKS DEPARTMENT WEAING APPAREL & UNIFORM
POLICY - 50 -

APPENDIX C CELLULAR TELEPHONE/ELECTRONIC TRANSMITTING DEVICE
USAGE POLICY..... - 54 -

APPENDIX D WAGE SCHEDULE..... - 55 -

APPENDIX E TRAVEL & TRAINING POLICY AND PROCEDURES - 56 -

APPENDIX F DRUG AND ALCOHOL POLICY..... - 59 -

AGREEMENT BETWEEN
VILLAGE OF HUNTLEY, ILLINOIS
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

PREAMBLE

This Agreement entered into by the Village of Huntley, Illinois (hereinafter referred to as the “Village” or the “Employer”) and International Union of Operating Engineers, Local 150 (hereinafter referred to as “Local 150” or the “Union”), is in recognition of the Union’s status as the representative of the Village’s Streets and Underground Division employees and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows.

ARTICLE I
RECOGNITION/MANAGEMENT RIGHTS

Section 1.1. Recognition.

The Village recognizes the Union as the sole and exclusive collective bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for

employees within the collective bargaining unit within the Village's Streets and Underground Division, as certified by the Illinois State Labor Relations Board in No.: S-RC-13-051:

Included: All full-time and regular part-time employees in the Village of Huntley's Streets and Underground Division, in the following job classifications: Mechanic II, Maintenance Worker I, General Utility Worker I, General Utility Worker II, Crew Leader I and Crew Leader II.

Excluded: All other employees of the Village of Huntley.

The term "employee" or "bargaining unit employee" shall refer to the persons included in the bargaining unit as described in this Section 1.1.

Section 1.2. New Classifications.

If the Village creates and fills a new full-time non-professional position that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. (This section does not apply to any person who does not meet the definition of a public employee under the Illinois Public Labor Relations Act). The Parties agree that each will fulfill its requirements under law with respect to negotiations regarding the rate to be paid to the new classifications, although the Village may set the initial rate for and fill the classification pending the outcome of any negotiations with the Union.

Section 1.3. Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, and missions of

the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and to change those standards; to assign overtime; to contract and/or subcontract out for goods and services; to determine whether work is to be performed by employees covered by this Agreement or by all other Village employees or non-employees; to use temporary, seasonal, Supervisory or other employees as the Village deems appropriate; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders and policies which are not arbitrary or capricious; to evaluate employees; to establish performance standards; to discipline, suspend, and/or discharge non-probationary employees for cause; to change or eliminate existing methods, equipment, or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE II UNION RIGHTS

Section 2.1. Union Activity During Working Hours.

Authorized agents of the Union will be permitted, at reasonable times, to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These agents will be identified to the Director of Public Works in a manner suitable to the Village and on each occasion will first secure the prior approval of the

Director, which approval shall not be arbitrarily denied, to enter and conduct their business so as not to interfere with the operation of the Village. If such approval is granted, the Director shall designate the area where such business is to be conducted and the period of time provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.2. Time off for Union Activities.

Employees may use accumulated time off other than sick leave (personal, vacation) for union business, upon proper advance notice to and permission from their Supervisor.

Section 2.3. Bulletin Board.

The Village will make available space on one bulletin board for the posting of official Union notices, information, or materials of a non-political, non-discriminatory, non-inflammatory nature. The Union shall submit such materials to the Director or his designee for his review before they are posted. The Union will limit the posting of Union notices, information, or materials to the designated bulletin board.

**ARTICLE III
UNION DUES**

Section 3.1. Dues Deduction.

The Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village will send the dues collected under this Section to the Union each month. The actual dues amount to be deducted, as determined by the Union, shall be a fixed dollar amount for each employee in order to ease the Village's burden

of administering this provision. The Union may change the fixed dollar amount twice each fiscal year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any such change in the amount of the dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 3.2. Fair Share.

During the term of this Agreement, employees who do not choose to become members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share payors of the amount of the fee and an explanation of the basis for the fee.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonable in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification.

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

Section 3.4. Union's Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**ARTICLE IV
HOURS OF WORK AND OVERTIME**

Section 4.1. Purpose.

The provisions of this Article relating to hours of work and overtime are intended to provide a basis for calculating overtime compensation and are not construed as a guarantee of days or hours of work for any period.

Section 4.2. Normal Work Day.

The normal workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours. Except as set forth herein, the normal hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, including one (1) paid fifteen (15) minute break in the morning, and a forty (40) minute lunch, thirty (30) of which are unpaid. Employees are allowed ten (10) minutes to clean up before the end of the workday. If the Village desires to permanently alter employee work schedules (hours of the day, not days of the week), the Village shall; (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) discuss the changes and effects of such changes with the Union in a Labor Management meeting prior to implementing the change(s). The Village may establish temporary work shifts in cases of emergency not to exceed seven (7) consecutive calendar days in duration, and may assign employees to work on the temporary shift according to

the skills and classifications needed to complete the work to be performed on the temporary shift. Time permitting; the Village will first seek qualified volunteers to fill the needed positions for the temporary shift. If sufficient volunteers are not obtained, the Village shall assign the work to the qualified employee(s) based upon inverse order of seniority, that is, the least senior qualified employee(s) shall perform the work at issue.

Section 4.3. Snowplowing/Salting and Other Work.

The Village reserves the right to assign and schedule all qualified Village employees, including temporary seasonal employees, for snowplowing/salting as it sees fit to meet the needs of the Village. The Village requires employees to be ready and available to work during snowplowing and salting situations. The Village also reserves the right to assign and schedule work performed by bargaining unit members to non-bargaining unit persons where, in the opinion of the Director which is not arbitrary or capricious, such assignment makes sense from an operational and/or economic perspective. It is recognized that snow events turn to 12 hour shifts. Nothing herein is intended to modify the Village's current practices and procedures of using Supervisors, permanent employees, seasonal employees, full and part-time employees for work traditionally performed by bargaining unit members.

Section 4.4. Overtime Compensation.

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

A bargaining unit employee shall be paid at one and one-half times his regular hourly rate of pay for all hours either outside of the normal workday or after forty (40) hours paid per week. In this regard, both parties agree that twelve (12) months after the date of the agreement, the parties will meet to discuss the sick leave usage for overtime calculations of the past twelve (12) months to determine whether bargaining unit members have unreasonably abused this provision.

Hours worked shall include those hours for which the employee actively performs services for the Village as well as those hours which are not worked but are paid.

A bargaining unit employee shall be paid at one and one-half times (1.5X) times his hourly rate of pay for all hours worked on the actual day of the holiday, in addition to receipt of their holiday pay except as stated in section 9.1 Holidays.

Section 4.5. Overtime Distribution.

The Village may require overtime work, and employees may not refuse overtime assignments unless compelling reason is shown. Overtime work will be offered and equitably distributed to employees in the job classification in which the need for overtime arises. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, the employee shall have first preference to future overtime opportunities until the matter is remedied. Due to the nature and size of the workforce, the Union acknowledges that there are times when the Village will have to use non-bargaining unit employees in order to complete work assignments. The above being said, the Village will not assign work traditionally performed by bargaining unit members to non-bargaining unit employees in an arbitrary or capricious manner, nor will it do so with the intent of reducing bargaining unit employees opportunities for overtime. In this regard, the Village agrees that twelve (12) months after the date of this agreement, the parties will meet to discuss the overtime distribution of the past twelve (12) months to determine whether bargaining unit members have received a reduced amount of overtime opportunities as a result of the use of non-bargaining unit employees as set forth herein. Nothing herein is intended to modify the Village's historical use of

non-bargaining unit personnel for snow removal work or other work traditionally performed by non-bargaining unit members.

Section 4.6. Callback.

A "callback" is defined as an assignment of work which begins outside of an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime or straight time rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. It is expressly understood that there will be no busy work during callback assignments.

Section 4.7. Compensatory Time Off.

Employees may receive compensatory time in lieu of overtime pay only if mutually agreed between the employee and the Village. If the parties do not mutually agree, then the employee shall receive pay for any overtime worked. Employees may accumulate up to eighty (80) hours of compensatory time at any given time. In the event that an employee has compensatory time available, the use of such paid leave time must be with the prior approval of the Director or his/her designee and may be taken in a minimum of one (1) hour increments except as substituted for unpaid leave as determined by the Village Manager or designee. Employees must give at least forty-eight (48) hours advance notice of their desire to take compensatory time off, although the Director or designee shall have discretion to waive this requirement where there is no adverse effect to Village operations or to cancel such time off if circumstances warrant. The Village may, in its discretion, cash out some or all of an employee's accrued, unused compensatory time at any time.

Section 4.8. Mandatory Rest Period.

Unless an Employee agrees otherwise, employees will normally not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period.

Section 4.9. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

**ARTICLE V
SENIORITY**

Section 5.1. Definition of Seniority.

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment in the bargaining unit. For those employees hired prior to the date of this Agreement, their seniority shall be in accordance with the attached seniority list (Appendix A). Conflicts of seniority shall be determined on the basis of the employee's date of offer of employment letter, and then hiring date within the bargaining unit, with the employee offered the position first being the more senior.

Section 5.2. Seniority Termination.

An employee shall be terminated and his seniority broken when he:

- (a) Quits; or
- (b) Is discharged for just cause or probationary without cause; or
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- (d) Retires; or

- (e) Falsifies the reason for a leave of absence, is found to be working during a leave of absence, without written approval of the Village Manager or otherwise violates any conditions imposed for such a leave;
- (f) Fails to report to work at the conclusion of an authorized leave of absence or vacation; or
- (g) Is laid off for a period of twelve (12) months, or after layoff fails to report for work within two (2) working days after the established date for the employee's return to work; or
- (h) Fails to report to work or notify the Village during an absence of three (3) consecutive workdays or longer.

Employees who establish to the Village's satisfaction that their absence under subsections (f) and (g) or their failure to notify under subsection (h) was clearly due to circumstances beyond their control shall not be terminated under this Section.

Section 5.3. Seniority List.

Appendix A shall constitute the "Seniority List" for all bargaining unit members. It may be updated from time to time, as is needed, to account for new hires, retirees, resignations, and other factors established within this section that would affect seniority. The Village may rely upon such list unless any errors are brought to the Village's attention within ten (10) days of the posting of such list or of any changes posted in the list.

Section 5.4. Probationary Period.

The probationary period for all employees covered by this Agreement shall be twelve (12) months in duration. The Village Manager or designee may extend an employee's probationary period up to two (2) separate consecutive three (3) month periods. Unpaid time

absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge without cause or review under the grievance procedure. An employee must obtain their CDL licensure within six (6) months of employment, absent unusual circumstances.

ARTICLE VI LAYOFF/RECALL

Section 6.1. Layoff.

The Village, in its discretion, shall determine whether layoffs or other related actions are necessary. If it is determined that layoffs are necessary, the basis for determining layoffs in a job classification shall be by skill, ability and qualifications. Where skill, ability and qualifications to perform the work are equal between two or more employees, seniority shall control. In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into an equal or lower paid classification, if any, provided that he has more seniority than the person with the least seniority in that classification, and further provided that he is qualified to perform the duties without training. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth above.

Except in an emergency, no layoff or other related action will occur without at least fifteen (15) calendar days' notification to the Union and the employee(s) affected by the layoff. The Village agrees to meet with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff or other related action, though such meeting shall not be used to delay the layoff or furlough.

Section 6.2. Recall.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff in the work or job classification to be recalled, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given written notice of a recall, which shall be sent to the employee by certified mail. The employee shall notify the Director of Public Works, in writing, of his intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of mailing of the notice, whichever is less. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address by registered mail, return receipt requested; it being the obligation and responsibility of the employee to provide the Village with his latest mailing address. Recalled employees shall be available to report for work within seven (7) calendar days after their notification of intent to return, unless otherwise instructed by the Village.

**ARTICLE VII
DISCIPLINARY PROCEDURES**

Section 7.1. General Principles.

Discipline will only be imposed upon post-probationary employees where there exists just cause for such discipline. Disciplinary action or measures may include, among other things, oral reprimand, written reprimand, suspension (with or without pay) and/or discharge. The Village recognizes the basic tenets of progressive discipline and, where appropriate, will follow a policy of progressive discipline for occurrences of disciplinary infractions. Probationary

employees may be disciplined without cause and without recourse to the grievance procedure. Prior to actual imposition of suspension without pay or discharge the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present during such discussions.

Section 7.2. Union Representation.

When an employee is to be interviewed by a manager or Supervisor, under circumstances where the employee reasonably believes that such interview is likely to result in discipline upon the employee, the employee may request that a union representative be present during such interview. The Village agrees that an employee who requests such Union representation under such circumstances will not be interviewed until a Union representative is present, but under no circumstances shall the request for the presence of a Union representative be used to delay such interview.

Section 7.3. File Inspection.

The Village's personnel files and disciplinary history files (if any) relating to any employee shall be open and available for inspection by the affected employee during his working time, upon request made pursuant to the procedures set forth in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq., and with prior permission of the Supervisor concerning the time of inspection, such approval not to be unreasonably denied. Any alleged violation of this Section 7.3, File Inspection, may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance

prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 8.2. Grievance Procedure.

A grievance filed against the Village shall be processed in the following manner:

STEP 1: An employee, with or without a Union representative, who has a grievance shall submit a written grievance with his immediate Supervisor or his designee(s) within seven (7) calendar days of its occurrence, specifically indicating that the matter is "a grievance" under this Agreement. The grievance shall contain a brief statement of facts. All grievances must be presented to the Supervisor no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Supervisor shall then attempt to adjust the matter and shall respond in writing within seven (7) calendar days after such discussion.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the

Village's Public Works Director ("Director") or designee within seven (7) calendar days after receipt of the Village's answer in Step 1, or within seven (7) calendar days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director or designee shall provide a written answer to the grievant within seven (7) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 to the Village Manager or designee within seven (7) calendar days after receipt of the Village's answer in Step 2, or within seven (7) calendar days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager or designee shall provide a written answer to the grievant within seven (7) calendar days following their meeting.

Section 8.3. Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in either Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike names from the panel with the party requesting arbitration striking the first two (2) names. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. The Village and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The Village and the Union retain the right to employ legal counsel.
2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The arbitrator's decision shall be final and binding on the Village, the grievant, the employees covered by this Agreement and the Union, so long as such decision is consistent with the provisions in Paragraph 4, below. More than one

grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

3. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to decide only the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to render decisions on any issue not so submitted or raised. The arbitration shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Village, the Union, the grievant and the employees covered by this Agreement.

Section 8.4. Time Limit for Filing/Forms.

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or Union within the time limits set forth above, it shall be considered “waived” and may not be

further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon, the parties may waive one or more steps in the grievance procedure.

The written grievance required under this Article shall be on a form which shall be provided by the Union, and approved by the Village. It shall contain a statement of the grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

Section 8.5. Union Stewards.

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the "Stewards". The Union will provide written notice to the Director of Public Works to identify the Stewards.

**ARTICLE IX
LEAVES**

Section 9.1. Holidays.

Recognized holidays under the Agreement are:

New Year's Day
Martin Luther King Jr. Day
President's Day
Good Friday/Spring Holiday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Veteran's Day
Christmas Eve
Christmas Day

All employees shall receive eight (8) hours pay for each holiday listed above providing they work their regularly scheduled hours the days before and after the holiday, unless prior approval is granted by the Director or his/her designee. Sick leave is not considered to be prior approval. If an employee must work on a holiday, no carryover of holiday time to another day off will be allowed. When a holiday falls on a Saturday, it will normally be observed on the preceding Friday and when a holiday falls on a Sunday, it will normally be observed on the following Monday unless otherwise determined by the Village.

Employees who are scheduled to work on a holiday shall additionally be compensated at one and one-half times (1.5x) their regular rate of pay for all hours worked on said holiday. Employees scheduled to work on Thanksgiving Day and Christmas Day shall receive two (2) times their regular rate of pay for all hours worked on said holiday.

Section 9.2. Personal Days.

Employees with at least one year of service are entitled to twenty-four (24) hours of personal business time. Employees with at least six months of service but less than one (1) year of service will have eight (8) hours of personal business time. An additional sixteen (16) hours of personal business time will be awarded upon completion of the first year of service. All

subsequent personal days will be awarded annually on anniversary date. Personal business time may be used in increments of one (1) hour and may only be used with the prior approval of the Director or his/her designee, which approval may be withheld for operational reasons. All requests for the use of personal leave must be submitted at least forty-eight (48) hours prior to the need for leave except in the event of an emergency when a written request must be provided to the Supervisor as soon as possible after the need for such leave becomes known to the employee.

Unused personal time that is not used in the year in which it accrues shall be added to the employee's sick leave accrual at the end of the year, but under no circumstance will such leave be paid out in the event of retirement, resignation or involuntary termination. Personal business leave shall accrue on the employee's anniversary date.

Section 9.3. Vacations.

The following vacation eligibility schedule shall apply to all employees covered by this agreement, based upon completed years of continuous service as follows:

<u>Years Completed</u>	<u>Hours Earned per Pay Period</u>	<u>Maximum Accrual</u>
0 thru 4	3.077 hrs. per pay (80 hours)	80 hours
5 thru 12	4.6154 hrs. per pay (120 hours)	120 hours
13 thru 19	6.1538 hrs. per pay (160 hours)	160 hours
20 ⁺	7.6923 hrs. per pay (200 hours)	200 hours

Employee vacation requests are subject to the approval of the Director or his/her designee and may not arbitrarily be denied. The resolution of any vacation scheduling conflicts shall be based upon employee seniority. Requests for vacation time of five (5) or more consecutive days shall be made no later than thirty (30) days in advance. Once a day off is submitted and/or scheduled, an employee may not unilaterally revoke the time off status.

No employee shall be eligible to receive a paid vacation until completion of six (6) months of continuous service unless authorized by the Director. Under normal circumstances, employees are encouraged to take at least five (5) vacation days consecutively each calendar year after one full year of service. No vacation time shall be granted in less than four hour increments with a minimum of 48 hours' notice except as substituted for unpaid leave as determined by the Village Manager or designee. Vacation pay is equivalent to straight-time compensation.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. At separation, employees will be paid for all earned but unused vacation and shall be calculated based upon the employee's regular hourly rate of pay at the time of separation. Upon IMRF retirement if an employees' last paycheck is in excess of 6% of the previous check, accrued vacation and compensatory time may be used to determine the last day worked for retirement benefit purposes. For employees hired prior to June 1, 2014, accrued vacation and compensatory time will be paid out as a lump sum distribution thirty (30) days after date of retirement. Employees hired on or after June 1, 2014 shall follow the IMRF pension reforms laws which became effective this date.

As of the last payroll paid in December of each year, an employee shall be allowed to have accumulated vacation time equal to his/her annual accrual rate. Any unused vacation hours over the annual accrual rate will be paid out unless the Village Manager approves carry over in advance. Employees must provide the Village Manager with their request to carry over vacation hours in writing.

Section 9.4. Sick Leave.

All regular, full-time employees are entitled to sick leave. Sick leave shall be calculated on the basis of eight (8) hours earned sick time per month, with time being credited each payroll based on prorated annual earnings of ninety-six (96) hours.

Unless physically unable to do so, employees shall notify their Supervisor no later than thirty (30) minutes prior to the normal reporting time to receive pay for the time absent. The Village Manager or the department head may require a doctor's statement for any employee's absence of three or less working days where there is suspicion of abuse (e.g., usage before or after holidays, Mondays and Fridays or "earn it and burn it", and the like).

An employee's absence of more than three (3) consecutive working days will require a doctor's statement before the employee may resume working unless such requirement is waived.

In addition to employee illness, sick leave may be used for medical or dental appointments, illness or death in the immediate family (mother, father, brother, sister, spouse, children, mother in-law, father in-law, maternal grandparents, paternal grandparents, stepmother, stepfather, stepbrother, stepsister and stepchildren), and the birth of an employee's child but not to exceed three (3) days sick leave usage. Sick leave may not be taken in less than two (2) hour increments.

Abuse of sick leave is a valid criterion in an employee evaluation and may be grounds for disciplinary action up to and including termination.

Section 9.5. Sick Leave Accrual Options.

The Village offers two (2) sick leave accrual options as a benefit to Village employees. New employees will be asked to make a selection at time of hire. Once chosen, the employee's decision is irrevocable and shall be in effect until the employee terminates employment with the Village.

Regardless of the option chosen by the employee, all employees have the opportunity to accrue/bank a maximum of 240 days (1,920 hours) to be applied toward retirement in accordance with IMRF policies.

The two (2) sick leave accrual options offered by the Village are as follows.

Option #1 – Additional Personal Days

In accordance with the Village's Sick Leave Policy employees earn and accumulate sick time at the rate of eight (8) hours (one day a month) up to a maximum of 240 days (1,920 hours). Employees who do not use any sick time for one (1) year will be eligible to receive two (2) additional personal days (16 hours) to be used in the next year. A year is calculated from the employee's date of hire and after the completion of the employee's first year a year is calculated on all subsequent anniversary dates.

Option #2 – Sick Leave Buy Back

Those employees who have selected the sick leave buy back option (Option #2) will have the opportunity to cash in unused sick leave on their anniversary date each year in accordance with the terms and provisions found below. Sick leave buy back is paid out at the rate at which it was earned and is not payable at termination.

Once an employee has accrued thirty-six (36) days (288 hours) of sick leave, the employee may elect to cash in all of the days accrued (for 50% of their value) in excess of thirty-six (36) days (288 hours) but no more than a total of twelve (12) days (96) hours.

Those employees who have chosen the sick leave buy back option (Option #2) and will be receiving payment from the Village for this option, will receive the payment on the first pay period after their anniversary date. All applicable deductions will be made from the employee's sick leave buy back check. Employees earn and accumulate sick time at a rate of eight (8) hours

per month. Option #2 allows employee's the opportunity to buy back sick time after they have accumulated a minimum of 288 hours of sick time. Once the minimum threshold of 288 hours has been achieved, employees will only be allowed to buy back sick time earned in the previous year. For example, if an employee has met the minimum requirements to buy back sick time and elects not to buy back sick time in a given year, the employee cannot buy back the sick time he/she earned in that year in subsequent years.

Section 9.6. Jury Duty Leave.

The Village shall compensate employees, at their regular rate of pay; for each day actually spent on jury duty up to one regular days pay (8 hours). Employees covered by this agreement who are required to serve on a jury shall sign their jury duty checks over to the Village, except employees may keep mileage and parking reimbursements where applicable and as provided by law.

Section 9.7. Military Leave.

Employees shall be eligible for military leave in accordance with applicable state and federal law.

Section 9.8. Bereavement Leave.

Full-time employees are allowed bereavement leave of three work days off in the event of a death in the employee's immediate family (mother, father, brother, sister, spouse, children, mother in-law, father in-law, maternal grandparents, paternal grandparents, stepmother, stepfather, stepbrother, stepsister and stepchildren) without loss of pay and without deduction from other accumulated benefit time (sick, personal, vacation etc.). Three (3) days off are allowed *per event*. For the purpose of defining workday, a workday is a scheduled eight (8) hour

day of work. If an employee is notified of the death of a member of the employee's immediate family during the workday, the employee will be relieved from his/her job with pay upon request and that portion of the workday that the employee is relieved will not count as one of the bereavement days provided. Such hours will be deducted from accumulated sick leave, vacation, personal, or other accrued benefit time. If more than three workdays off are needed, with the approval of the Village Manager additional days off may be granted. These additional days off will be deducted from accrued leave.

In the event of the death of any family member not considered to be a member of the employee's immediate family as defined above, an employee may use vacation, personal or compensatory time off with prior approval of the department head.

Section 9.9. Medical Disability Leave.

When illness or injury (including inability to work because of pregnancy) requires a leave of absence from work for more than three (3) work days, and the need for a medical leave of absence can be anticipated before the leave, the employee must submit a request, in writing, to the department head along with a doctor's note stating the reason for the request and the expected dates of absence. For the purpose of defining workday, a workday is a scheduled day of work, be it eight (8) hours. When an illness or injury requires absence from work for more than three (3) work days and the onset of such illness or injury is not anticipated in advance by the employee, the Village Manager may designate that the employee is on a medical disability leave without a written request. The department head or Village Manager may require information from the employee's doctor, a physician designated by the Village, or medical reports relative to the disability, at the Village's discretion, at any time under the request, leave or cessation of disability.

The disability leave, if granted, shall commence at the end of the last day worked at the earliest occurrence of one of the following: (1) a doctor's statement is received specifying a beginning date that the employee is unable to work; (2) in the department head's judgment, the employee is no longer able to fully carry out the responsibilities and duties of the position, and there are no other positions available with the Village where the employee could be productively placed without further training; or (3) the Village Manager designates an employee absent for more than three (3) work days as being on a medical disability. The employee may be required to use all accumulated benefit leave of any kind before receiving any disability benefits.

The length of disability shall be determined by the employee's physician or a physician designated by the Village. The medical leave shall not extend beyond the date determined by one of the above physicians. In the event that an employee's physician and a Village designated physician are consulted and the dates for the end of medical leave conflict, the date by the Village designated physician shall prevail. Failure to return to work after being released by a physician to do so is cause for dismissal.

Full-time employees are eligible for disability benefits as provided for by the regulations of the Illinois Municipal Retirement Fund. Sick leave and vacation accruals will not continue accruing additional amounts during the disability leave to the extent permitted by law. Continuation of the insurance benefits will be based on the applicable insurance contract in effect at the time; however, continuation will not exceed twelve (12) weeks continuation on the same terms as an active employee.

Section 9.10. Family and Medical Leave Act.

The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act. The

Village may adopt or modify policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Act.

Section 9.11. Secondary Employment.

Full-time Village employees considering employment in addition to work with the Village must receive written approval (such approval will not arbitrarily be withheld) from the department head prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

- 1) The secondary employment must not be a conflict of interest with Village employment.
- 2) Secondary employment must be scheduled outside of work time with the Village including scheduled and unscheduled overtime; such employment is not a valid reason for an employee refusing to work unscheduled overtime.
- 3) Secondary employment may not infringe upon Village work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors. An employee as a part of their secondary employment may not use any Village equipment or materials.

If granted, permission for such secondary employment may be revoked when it appears that such secondary employment now conflicts with the standards set forth above. Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

**ARTICLE X
LABOR/MANAGEMENT CONFERENCES**

Section 10.1. Labor Management and Safety Meetings.

The Union and the Employer agree in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between the Union representatives and the Director of Public Works and/or the Village Manager or designee(s). Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management or safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations if mutually agreed upon, shall be limited to:

- (a) a discussion on the implementation and general administration of this Agreement; or
- (b) a sharing of general information of interest to the parties; or
- (c) safety issues; or notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 10.2. Purpose.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management and safety meetings," nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Attendance at "labor-management or safety meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes, except as provided in the last sentence below. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance may be during duty time if mutually agreed between the Director of Public Works or his designee and the Union representative.

Section 10.3. Safety Issues.

No employee shall be required to use any equipment that has been designated by both the Village and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Village. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their Supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 11.1. Gender.

Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

Section 11.2. Wearing Apparel and Uniform Policy.

The Village will maintain the current system administered by the Director of Public Works in accordance with Appendix B. Any clothing item, except boots, provided to employees by the Village must only be worn during working hours and/or when employees are coming directly to or leaving from work. Employees shall not use Village buildings for personal use and shall not be allowed to check out tools or use any Village equipment for personal use.

Section 11.3. Miscellaneous Benefits.

Bargaining unit employees will be allowed to participate in Village's Employee Assistance Program, Section 125, and deferred compensation plans in the same manner as other employees, as these programs or plans may be changed from time to time by the Village.

Section 11.4. Commercial Driver's License/Certifications Reimbursement.

The Village shall reimburse employees the difference between the cost of obtaining a Commercial Drivers' License and /or certifications and a basic driving license when it is required for their position with the Village. Employees must submit proof of payment and request for reimbursement within ninety (90) days. Employees may be allowed to test and renew CDL's on work time with prior permission of the Director which permission shall not be arbitrarily denied.

Section 11.5. Training.

The Village is committed to the principle of reasonably training employees subject to the availability of training funds. Training shall be scheduled by the Public Works Director or his designee(s), and employees will attend training sessions as assigned by the Public Works Director or his designee(s). Employees who desire to attend additional programs, conferences, seminars or courses for the purposes of further public services training may submit a request to the Public Works Director or his designee(s) in writing, with information pertaining to training opportunity desired and its relation to his duties and submit proper travel/training forms in accordance with the Village's policy (Appendix C) and in the same manner as other employees, as these programs or plans may be changed from time to time by the Village.

Upon approval by the Public Works Director or his designee(s) for the time away from work for the training, giving consideration to the needs of the Department and the degree or amount of training that may be derived from a course or program, the Village may pay all or a portion of the necessary fees for the employee to attend.

Section 11.6. Substance Abuse Policy and Testing.

Employees shall be covered by the substance abuse and testing provisions in accordance with the Village's policy (Appendix D) in the same manner as other employees, as these programs or plans may be changed from time to time by the Village.

Section 11.7. Loss of Driving Privileges.

It is the policy of the Village to require certain employees to maintain driving privileges for the purpose of their employment. Any restriction upon those privileges constitutes a serious inability to perform the responsibilities of those positions. Employees with restricted driving privileges may be terminated.

It is the individual employee's responsibility to notify the Director of any suspension, revocation or restriction of driving privileges before commencing any work assignment and such notification must be in writing.

Failure to notify the Director promptly of the suspension, revocation or restriction of driving privileges or any changes in driving status constitutes justification for discipline, including termination, so long as the employee was aware or should have been aware of the suspension, revocation or restriction. The Union recognizes that the Village has the authority to conduct unannounced and unscheduled driver's license status checks at any time.

Section 11.8. Light Duty and Return to Work.

Employees, who are recuperating from a work-related illness or injury and unable to assume the full responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. The Director of Human Resources will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, the employee may be required

to perform those duties. The length of time of the restricted duties will not exceed the earliest of the following:

- 1) the time limit for restricted work set by the employee's physician;
- 2) the length of time to complete the available work; or
- 3) three (3) months.

There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the employee's ability to do the work and the desires of the department head.

Section 11.9. Village Cell Phones and Electronic Equipment.

Appendix C shall constitute the Village Cell Phone and Electronic Equipment policy. Employees not adhering to this policy will be subjected to disciplinary action up to and including termination.

Section 11.10. Smoking/Tobacco Policy.

Smoking is permitted only in designated outdoor locations and only during assigned work breaks. There shall be no smoking or chewing of tobacco within any Village owned facilities, Village owned property, Village vehicles or within five (5) feet of any entry way to the facilities unless it is done in the outside designated tobacco area. Smoking/chewing shall only take place within the outdoor designated smoking area while the employee is on their scheduled breaks and disposal of all tobacco products is to occur in the designated area. Failure to comply with this policy will result in disciplinary action and possible termination of employment.

All types of tobacco products including electronic cigarettes are included in this policy. Work breaks are defined as specifically designated times during the day as assigned by the Department.

Section 11.11. Physical Fitness Examinations.

In order to maintain and improve efficiency in the bargaining unit, to best protect the public and to reduce insurance costs and risks, the Village may establish reasonable physical fitness requirements for employees, which may include individualized goals and minimum fitness standards. All bargaining unit employees may be required to participate in any such program. Employees who fail to make a good faith effort to achieve individualized goals may be subject to progressive discipline up to and including termination. The Village will meet with Union representatives in accordance with Article X to discuss reasonable physical fitness requirements prior to their implementation or alteration.

**ARTICLE XII
SUBCONTRACTING**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes. Absent emergency, the Village agrees to give thirty (30) days prior notice to the Union and to bargain upon request of the Union over the impact or effects of any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the Village to delay implementation of the subcontracting decision pending the outcome of any such impact or effects bargaining. Furthermore, the Village is under no obligation to provide the Union notice and/or to bargain with the Union regarding any changing or continuation of work the Village now contracts or outsources or at any time since October 1, 2009, has contracted or outsourced.

**ARTICLE XIII
NON-DISCRIMINATION**

In accordance with applicable federal and state law, the Village and the Union agree that no employee shall be discriminated against, intimidate, restrain or coerce employees in the exercise of any rights granted by this Agreement, or by law, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration or may be processed via ILRB procedures as permitted by law, but not both.

**ARTICLE XIV
NO STRIKE/NO LOCKOUT**

Section 14.1. No Strike Commitment.

Neither the Union nor any of its employees, officers or agents or employees of the Village covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted work to the rule situation, mass absenteeism, picketing, except picketing of a scheduled Board of Trustees meeting, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 14.2. Resumption of Operations and Union Liability.

In the event of action prohibited by Section 14.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section so long as the Union did not cause, in whole or in part, such improper actions to be taken.

Section 14.3. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a dispute with the Union.

Section 14.4. Judicial Restraint.

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE XV
POSTING AND FILLING OF VACANCIES**

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so. When vacancies occur in the bargaining unit, the Village will fill those vacancies by employing the most qualified inside or outside applicant. Where the qualification, skill and

ability of two (2) or more applicants are equal, the inside applicant with the greater seniority will be selected for the vacancy.

ARTICLE XVI INSURANCE

Section 16.1. Insurance Coverage.

The Village shall make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits and dental insurance coverage and benefits as provided to the Village's other employees. Such coverage and benefits may be changed from time to time by the Village after notice to and an opportunity to receive input from the Union and so long as such changes are not made in an arbitrary or capricious manner and remain substantially similar to those in effect for all Village employees. Further, the Village shall make available to employees who retire during the life of the Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, all and only to the extent required by COBRA or under the terms of P.A. 84-100 of Illinois law, as either the law may be amended from time to time.

Section 16.2. Cost Containment.

The Village reserves the right to institute cost containment provisions for medical and dental insurance programs. Examples of such cost containment provisions may include, but are not limited to, the following:

- a) Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

- b) Authorization for emergency admission must be obtained within forty-eight (48) hours of the admission or benefits may be reduced;
- c) Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained; and
- d) The insurance provider may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.
- e) Changes made to avoid increased costs relating to State or Federal mandates concerning insurance programs or coverage.

The Village will continue to pay one hundred percent (100%) of the cost of the standard plan premium for an individual’s medical insurance coverage. For dependent health insurance, employees shall be required to pay the following percentages of the difference in standard plan premium cost between individual and dependent health insurance, with the Village paying the remainder:

Effective Date	Employee Contribution
July 1, 2014	19%
January 1, 2015	20%
January 1, 2016	20%
January1,2017	20%

The Employer agrees to provide dental insurance as in the past, with the Village selected carrier and coverages, at no cost to the employee.

Section 16.3. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO, PPO plans or State of Illinois insurance exchanges offered under the Affordable Care Act) applicable to

employees shall be governed by the terms and conditions as set forth in those policies. Any questions or disputes concerning insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 16.4. Life Insurance.

The Village shall continue to provide life insurance protection for each full-time employee covered by this Agreement in the same manner as all other Village employees.

**ARTICLE XVII
WAGES**

Section 17.1. Wage Rates.

From the date of execution of this Agreement, employees shall be paid, at a minimum, the amounts called for in the wage slotting and wage step scale which is attached hereto and incorporated herein as Appendix D including any equity adjustments agreed to between the parties.

The attached wage schedule (Appendix D) will apply in terms of service to employees employed on the date when this Agreement is first executed, and more directly to new employees hired after the Agreement's execution date.

On the pay period following the execution of this Agreement employees shall be placed at their new rate of pay, "2014 Upon Signing" in Appendix D. Thereafter, on January 1 of each succeeding year, employees will be paid the new rate of pay for their pay grade as called for in Appendix D. Effective January 1, 2015, such employees may also change their pay grade step placement upon their anniversary date as described herein. Employees will be eligible to move

one (1) pay grade step to the next pay grade step on the salary schedule on their anniversary date of hire (based upon the employee's most recent date of beginning full-time employment in a bargaining unit position) provided the employee has received a "Meets Standards and Expectations" or better evaluation by the Village for work performed during the prior period.

Work performance shall normally be evaluated once every twelve (12) months. These evaluations will provide employees with one (1) of the following ratings: "Significantly Below Standards and Expectations"; "Does Not Meet Standards and Expectations"; "Meets Standards and Expectations"; "Exceeds Standards and Expectations"; and "Greatly Exceeds Standards and Expectations." Each evaluation will clearly state the start and end date of each respective evaluation period. The evaluation form used by the Village at the time of the evaluation will be provided to the Union for the Union's review and comment. Any time a new, amended or modified evaluation form is to be used by the Village such form shall be made available to the Union for its review and comment at least thirty (30) days prior to its effective date.

The Village reserves the right to withhold a step increase for any member who receives a "Does Not Meet Standards and Expectations" evaluation. Reasonable training or reinstruction will be offered as remediation where reasonably appropriate, and when remediation occurs the step increase will then be granted. If an employee receives an evaluation of "Meets Standards and Expectations" or better, he shall then receive a step increase. Annual step increases shall, if awarded, be contained in the employee's pay check next following the employee's anniversary date. Further, the Village reserves the right to grant additional base pay, bonus pay or step advancement amounts to employees receiving an evaluation of "Greatly Exceeds Standards and Expectations" or decline additional base pay, bonus pay or step advancement amounts to employees receiving an evaluation of "Significantly Below Standards and Expectations".

The Village's evaluation and compensation decision applicable to an employee is subject to the grievance procedure, but may only be reversed if shown to be arbitrary and capricious.

ARTICLE XVIII SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XIX ENTIRE AGREEMENT

This Agreement, upon ratification, cancels and supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

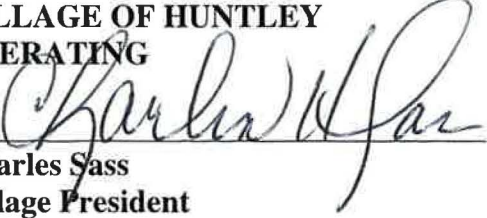
The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, unless otherwise expressly provided in this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this

Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

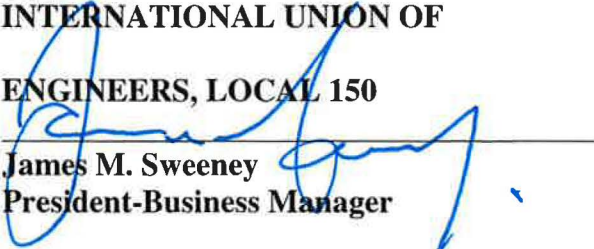
**ARTICLE XX
DURATION AND TERMINATION**

This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 p.m. on the 31st day of December 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date, unless otherwise agreed by the parties. This Agreement may be terminated by either party upon ten (10) days written notice to the other, so long as such notice is provided after the stated expiration date of the agreement. The terms of this Agreement shall continue in effect during the period of negotiations between the parties, notwithstanding any other language in the Article or Agreement.

Executed this 10th day of July, 2014.

**VILLAGE OF HUNTLEY
OPERATING**


Charles Sass
Village President

**INTERNATIONAL UNION OF
ENGINEERS, LOCAL 150**


James M. Sweeney
President-Business Manager

**APPENDIX A
SENIORITY LIST**

Employee	Class	Anniversary/ Start Date	2014
Jelinek	Mechanic	01/30/97	17
Weiss	Crew Leader	10/11/99	15
Klassen	Crew Leader	12/27/00	14
Erickson	General Utility Worker	03/07/05	9
Prather	General Utility Worker	01/09/06	8
Glash	General Utility Worker	07/31/06	8
Hewitt	General Utility Worker	5/19/2008 *	6
Wruck	General Utility Worker	5/19/2008**	6
Santoro	General Utility Worker	06/02/08	6
Edwards	Maintenance Worker	06/11/12	2
Childers	Maintenance Worker	07/08/13	1

* Offer letter dated May 7, 2008

** Offer letter dated May 13, 2008

APPENDIX B

PUBLIC WORKS DEPARTMENT WEARING APPAREL & UNIFORM POLICY

The following applies to all Public Works full and part-time employees including seasonal employees. Public Works office administration personnel are regulated by the dress code as outlined in the personnel manual. Only those items mentioned herein are allowed as wearing apparel.

Purpose

These guidelines are established to support a functional and professional appearance and to ensure that Village residents, as well as the general public, will easily recognize that an individual is an employee of the Village and a member of the Public Works Department.

Uniforms

The Employee shall report for duty in the following prescribed uniform:

1. Regulation supplied shirts as issued by the Village.
2. Regulation supplied jeans as issued by the Village.
3. Work boots.
4. Clothing and boots will be furnished to new hires after six (6) months of employment. For the first 6 (six) months, employees will wear their own personal clothing approved by Supervisor.

The regulation shirt shall have the Village logo affixed to the upper front breast panels of the shirt or back of shirt.

When employees are requested or required to attend meetings or seminars while on duty, and the regular uniform is not appropriate attire for that gathering, this policy allows the employee the discretion as to what apparel he/she will need for that function. Because the individual is representing the Village of Huntley when attending meetings and seminars, it is expected that the employee be neat and presentable, and dressed suitably with other attendees.

Outerwear

Employees will be required to wear Village authorized outerwear during cold weather. Employees may be allowed to wear personal cold weather clothing, such as long underwear and other layered clothing, provided that the outer-most article of clothing is in accordance with this policy. When working indoors during the winter, the prescribed uniform shall be worn and be visible.

Village approved outerwear shall consist of the following items only. The employee is not required to possess each item; rather this is a list of items which are available to the employee. The Employee shall be responsible to acquire those items not provided which satisfy individual needs within the confines of the uniform policy.

Village Issued

1. Light brown Carhartt quality coveralls, jackets, or pants (Village logo optional).
2. Lime green (OSHA approved) bomber jacket.
3. Plain blue or safety green sweatshirt (hood permitted, Village logo).
4. Village issued stocking hat or Supervisor approved hat.

Miscellaneous Items

1. No other emblems, logos, lettering, or wording, etc. (except as issued by the Village or protected by "The First Amendment") will be permitted to be affixed to any article of wearing apparel.
2. Permanent or temporary alterations which changes the appearance of any approved wearing apparel, or covers Village identification emblems, will not be permitted. An employee attired in wearing apparel that appears to be different from that which was originally issued, or that which appears to be different from other employees as a whole, or that which does not have the Village name (as issued), will be considered to be out of uniform.
3. The Village reserves the right to change garment suppliers at its discretion.

Employee Responsibility

1. The Employee must wear his/her uniform at all times during any working hours and must report to work on a daily basis (including call duty responses when practical and reasonable) in a uniform which is clean and neat in appearance. Employees shall not work without shirts at any time during working hours. 4" sleeves must be showing from the shoulder. Short pants shall not be allowed.
2. Uniforms provided to employees are not to be worn or utilized for activities which are not related to the requirements of employment. Uniforms shall not be worn after hours in any establishments (bars, taverns, etc.) that serve alcoholic beverages. Uniform items provided by the Village are to be worn or used by the employee only.
3. Uniform Maintenance:

Normal maintenance will be done by the employee. Village will provide washer and dryer during working hours to accomplish cleaning.

- a. Additional or extraordinary maintenance or any uniforms lost or damaged by the employee (beyond normal wear and tear) shall be at the employee's expense.
4. Upon the separation date of employment, the employee shall return all issued wearing apparel.
5. An employee who chooses to perform normal maintenance on Village-issued uniforms (i.e. washing, dry cleaning, or mending) assumes the responsibility for damage due to fading, shrinking (from bleaching, incorrect temperature settings, etc.) or any other premature failure.
5. The standard for color and wear appearance for all wearing apparel will be based on comparison to other department co-worker's uniforms. Employees who are wearing uniforms that do not meet the standard will be considered to be out of uniform (Supervisor's discretion).
7. A customer service employee, or any other employee, who has continuous contact with residents (for a day or on a routine basis) will be required to wear a clean uniform shirt and pants.
8. All employees are required to have an extra change of clothing available at their workplace.

Supervisor Responsibility

The Division Superintendent and Crew Leader shall ensure that uniforms are in appropriate condition and that they will no longer be worn when appearance is questionable. A Supervisor may require that a uniform be changed because of appearance once a particular job has been completed. No Supervisor shall allow an employee to begin work without the required uniform. No employee shall be allowed to use paid time to come into compliance with this policy once he/she has reported to work out of uniform. Any Divisional Superintendent or any Crew Leader, whenever observing any employee to be in non-compliance with the uniform policy, shall instruct that individual to immediately report to his/her Supervisor and will follow-up with a call to the employee's Superintendent.

Work Boot Policy

In an effort to reduce the possibility of an employee being seriously injured the Village requires each employee to wear work boots in accordance with the following standard:

1. The boot must be constructed of leather material.
2. The boot must extend above the ankle in order to provide support and protection from abrasions and flying debris.

3. The boot must provide a slip resistant outer sole and protection from puncture hazards.
4. The boot must provide OSHA approved toe protection.
5. The employee and his/her Supervisor must insure that the footwear conforms to this standard.
6. Full-time employees shall purchase boots at the Red Wing Store. Division Superintendents will submit boot purchase form for approval prior to employee purchasing boot. Village will cover boot purchase cost up to \$200.00. Only Village approved boot will be paid for or can be worn.

The above regulation applies to all full-time, part-time, and seasonal maintenance employees, and Divisional Supervisors. Boots must be approved for wearing to work by the employee's Supervisor.

Uniform Damage

Any Village issued uniforms, outerwear, or any other equipment damaged during the course of work must be immediately reported to the Divisional Superintendent and/or Crew Leader. The Supervisor will evaluate whether or not employee exercised reasonable care and whether the damage could have been prevented before issuing a replacement. An employee will be required to replace any issued item of wearing apparel at his/her cost whenever damage occurs as a result of the employee's failure to provide reasonable care.

Replacement Policy

In the interest of fiscal responsibility, uniforms will not be replaced strictly on a time schedule, but on proof of wear. Work boots will be replaced on a minimum interval schedule of once per year. Winter outerwear will be replaced on a minimum interval of once per three years. Once these milestones are achieved, an employee may request replacement on the basis of excessive wear and true need. Determination of excessive wear and the need for replacement will be at the discretion of the Public Works Director, or his/her designee and will always be based on common reasonability. Old uniform items which have been replaced must be returned to the Village. Employees are encouraged to keep one extra set of winter gear and safety shoes in their locker in case they forget to bring such equipment to work.

APPENDIX C
CELLULAR TELEPHONE/ELECTRONIC TRANSMITTING DEVICE USAGE
POLICY

Policy

The Village of Huntley recognizes the use of PCD (personal communication devices) while operating a moving Village vehicle as a distraction and/or safety concern. The safe operation of a Village vehicle shall take precedence over the use of any PCD. Use of these devices will be performed under the procedures and guidelines set forth in the policy and in accordance with State of Illinois Statutes.

Definitions

Village Vehicle: Any motorized vehicle owned by the Village, including but not limited to cars, trucks, bicycles, and all-terrain vehicles.

Personal Communication Device (PCD): A personal communication device is any wired or wireless communication device or other prescribed device that is capable of receiving or transmitting telephone communications, electronic data, email, text messages, videos, or photos, internet access, including but not limited to, cellular/satellite telephones, pagers, personal handheld computers (PDAs) and cellular/satellite push to talk devices or similar products. For the purpose of this policy, department issued portable radios and vehicle mounted mobile radios and mobile data computers are not considered personal communications devices.

Cellular Communication: Any form of voice communication which is transmitted and/or received by way of PCD that is capable of transmitting without a wire connecting the device to the telephone network.

Procedures

The Village of Huntley provides PCDs to certain Village employees and in designated Village vehicles where there has been a demonstrated need for such devices to facilitate business related communication.

Personally owned PCDs are not required for Village business and carrying said devices while on duty is considered a privilege. All personally owned PCDs will be placed on a silent or vibrate mode when being carried by an employee during their work day. Personal PCD's may only be used on break or lunch time and shall not interfere with the employee's normal duties or responsibilities.

Under no circumstances shall an employee conduct personal non-business related communications utilizing a PCD while conducting any official Village activity except for a bonafide personal emergency. Employees shall not utilize a PCD for cellular communication while operating a Village vehicle. PCD shall not be used to replace department issued portable radios and vehicle mounted mobile radios and mobile data computers

APPENDIX D WAGE SCHEDULE

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Worker		34,421	35,109	35,812	36,528	37,258	38,004	38,764	39,539	40,330	41,136	41,959	42,798	43,654	44,527	45,418	46,326
1/1/2015	1.50%	34,937	35,636	36,349	37,076	37,817	38,574	39,345	40,132	40,935	41,753	42,588	43,440	44,309	45,195	46,099	47,021
1/1/2016	1.75%	35,549	36,260	36,985	37,725	38,479	39,249	40,034	40,834	41,651	42,484	43,334	44,200	45,084	45,986	46,906	47,844
1/1/2017	2.00%	36,260	36,985	37,725	38,479	39,249	40,034	40,834	41,651	42,484	43,334	44,200	45,084	45,986	46,906	47,844	48,801
General Utility Work		40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804	48,760	49,735	50,730	51,744	52,779	53,835
1/1/2015	1.50%	40,600	41,412	42,240	43,085	43,946	44,825	45,722	46,636	47,569	48,521	49,491	50,481	51,491	52,520	53,571	54,643
1/1/2016	1.75%	41,311	42,137	42,979	43,839	44,716	45,610	46,522	47,452	48,401	49,370	50,357	51,364	52,392	53,439	54,508	55,599
1/1/2017	2.00%	42,137	42,979	43,839	44,715	45,610	46,522	47,452	48,401	49,369	50,358	51,365	52,392	53,440	54,508	55,598	56,711
Mechanic		50,000	51,000	52,020	53,060	54,121	55,204	56,308	57,434	58,583	59,755	60,950	62,169	63,412	64,680	65,974	67,293
1/1/2015	1.50%	50,750	51,765	52,800	53,856	54,933	56,032	57,153	58,296	59,462	60,651	61,864	63,102	64,363	65,650	66,964	68,302
1/1/2016	1.75%	51,638	52,671	53,724	54,798	55,894	57,013	58,153	59,316	60,502	61,713	62,947	64,206	65,490	66,799	68,135	69,498
1/1/2017	2.00%	52,671	53,724	54,799	55,894	57,012	58,153	59,316	60,502	61,712	62,947	64,206	65,490	66,799	68,135	69,498	70,888
Crew Leader		52,500	53,550	54,621	55,713	56,828	57,964	59,124	60,306	61,512	62,742	63,997	65,277	66,583	67,914	69,273	70,658
1/1/2015	1.50%	53,288	54,353	55,440	56,549	57,680	58,833	60,011	61,211	62,435	63,683	64,957	66,256	67,582	68,933	70,312	71,718
1/1/2016	1.75%	54,220	55,304	56,411	57,538	58,690	59,863	61,061	62,282	63,527	64,798	66,094	67,416	68,764	70,139	71,543	72,973
1/1/2017	2.00%	55,304	56,411	57,539	58,689	59,864	61,060	62,282	63,527	64,798	66,094	67,416	68,764	70,140	71,542	72,973	74,432

APPENDIX E TRAVEL & TRAINING POLICY AND PROCEDURES

Travel and Training days must be requested through the Attendance Enterprise System for approval. All employees are paid their regular eight (8) hour day/forty (40) hour work week only. Travel and Training days are exempt from overtime calculations.

I. TRAVEL REIMBURSEMENT PROCEDURES

RECEIPTS ARE REQUIRED FOR ALL EXPENSES

- 1.1 The Travel Expense Form must be completed for all travel/training that requires an overnight stay. Part I of the form is for obtaining authorization for the travel/training and/or obtaining an advance for registration or other expenses. The travel / training must be authorized by the Department Head and the Finance Director PRIOR to any reservations or registrations being made. The entire conference schedule must be attached to the travel request form. Any unapproved travel or training will be the sole responsibility of the employee.
- 1.2 Once the travel/training is completed, Part II of the form is to be completed with the actual costs and is returned to the Department Head with the required receipts. The Department Head will then forward the form with the receipts to the Finance Director for reimbursement.

II. TRANSPORTATION

- 2.1 In determining the appropriate mode of transportation, all factors including number of employees attending, time, distance and cost of transportation shall be considered. *The objective must be to establish the lowest overall cost to the Village, within reason.* Whenever possible, travel arrangements should be made in advance when that will achieve the lowest cost to the Village.
- 2.2 Commercial carrier fares shall be limited to “coach” or “economy” fares when such services are available. Travel to and from train stations and airports may be by bus, limo, taxi or private vehicle (for which mileage and parking will be paid), whichever is less costly. **Reimbursement for mileage will be paid from the closest point, either the Village of Huntley OR the employee’s place of residence, whichever is closest to the destination.**
- 2.3 Village vehicles should be used for travel when appropriate and available. Prior approval must be obtained from the Department Head and the Finance Director. Gas, repairs and other expenses attributable to the vehicle (including tolls, parking, and garage charges) are reimbursable upon submission of paid receipts. Care should be taken to select a parking facility that charges economical rates.

2.4 Private cars may be used for travel on Village business when authorized in advance by the Department Head and the Finance Director. Reimbursement shall be at the rate allowed by the Internal Revenue Service at the time the trip is taken. When two or more individuals travel in the same private car; this reimbursement shall be made to the owner of the car only and the other employee shall be reimbursed for their direct expenses in route.

III. LODGING

3.1 Hotel or motel reservations should be made well in advance whenever possible and due consideration must be taken to ensure that lodging is secured at moderate rates. Receipts for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If an employee chooses to arrive earlier or stay later, the additional lodging and other expenses related to this decision shall not be reimbursed by the Village.

3.2 If the employee is accompanied by a guest, the Village shall reimburse at the single rate only.

3.3 Lodging expense for travel within the Chicago Metropolitan Area will be reimbursed only in the most unusual circumstances and must be authorized in advance.

IV. DAILY ALLOWANCE – MEALS AND PERSONAL EXPENSES

4.1 For travel that requires overnight lodging, the Village offers a daily allowance of \$40 per day. The daily allowance is appropriate for education and conference type travel. The types of costs covered by the daily allowance include meals and other personal expenses including personal phone calls, baggage charges, newspapers, tips, etc. No additional reimbursement for these expenses will be provided. Receipts are required for any expenses covered by the daily allowance. The daily allowance is broken down as follows:

Breakfast	\$ 7.00 (6 a.m. to 11 a.m.)
Lunch	\$10.00 (11 a.m. to 4 p.m.)
Dinner	\$18.00 (4 p.m. to 10 p.m.)
Personal Expenses	\$ 5.00

THE DAILY ALLOWANCE IS NOT SUBJECT TO CARRY-OVER

Expenses exceeding the daily allowance will be the sole responsibility of the employee.

New Police Officers attending the 12 week Police Training Academy will be advanced two round trip mileage allowances for the 12 week session. Weekend meals will be the responsibility of the employee.

- 4.2 Where conference registration fees include one or more meals, the daily allowance will be reduced by the appropriate meal allowances as stated in Section 4.1 above.
- 4.3 The daily allowance for the day of departure and the day of return will be reduced by the appropriate breakfast, lunch, and dinner allowance not required that day.
- 4.4 For travel or training that does not require overnight lodging, meals will be the responsibility of the employee. No allowance will be provided for personal expenses.
- 4.5 Professional luncheon meetings will be reimbursed at the actual cost if one price is charged all participants.

V. REGISTRATION FEES

- 5.1 Seminar registration fees are reimbursable. Receipts are required. Registration fees may also be paid directly to the sponsoring organization as part of a travel advance.

A copy of the training certificate must be forwarded the Human Resources upon receipt.

VI. ADVANCES

- 6.1 Advances will be granted for registration fees, overnight meals and gas for use in Village vehicles provided sufficient notice is given for processing through the Village Board approval process.
- 6.2 Mileage allowances for use of personal vehicles will be paid through the bills list/Board Approval process. Receipts and mileage logs are required upon completion of the event.

All travel and training reimbursements are subject to current IRS rules and regulations.

**APPENDIX F
DRUG AND ALCOHOL POLICY**

I. Purpose

It is the policy of the Village of Huntley to maintain a safe, healthful and productive work environment for all employees, to protect public safety, and to maintain public confidence in the Village's workforce. In upholding this policy, the Village will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substances which would impair an employee's ability to safely and effectively perform the functions of his or her particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or tends to undermine public confidence.

II. Applicants

Applicants who are made job offers contingent upon passing a pre-employment physical are also subject to a drug test, and possibly an alcohol test, depending upon the job requirements. After a conditional job offer is made, applicants for all positions shall be required to take a physical including a drug screen and an alcohol test.

Applicants who have received a conditional offer of employment, but do not thereafter pass a physical including a drug screen and an alcohol test, shall not be hired. In addition, applicants for positions requiring a Commercial Driver's license must also authorize prior employer(s) to disclose positive test results and refusals to cooperate or the applicant will not be hired.

If the first drug and alcohol screen test shows positive results the applicant will not be hired.

III. Responsibilities of Active Employees

The following are the responsibilities of all Village employees, full-time, part-time, and seasonal employees. All employees required to have a Commercial Driver's License are also subject to the federal rules and regulations for Drug/Alcohol Testing. Any violation of these responsibilities may result in disciplinary action up to and including termination.

An employee:

1. May not report to work or serve on active duty while his or her ability to perform job duties is adversely impacted due to alcohol or drug use.

2. May not possess or use, or have the odor of alcoholic beverages on his or her breath during working hours, on breaks, or during meal periods while on Village property in an official capacity or while operating any Village vehicle.
3. May not directly or through a third party sell or provide illegal or prescription drugs or alcohol to any person or to any other employee while either employee or both employees are on duty.
4. Must submit immediately, when there is reasonable suspicion to indicate impairment, adverse impact or use, to reasonable requests for alcohol and/or drug analysis when requested by the Village Manager, and/or Department Head.
5. Must notify his or her Supervisor, before beginning work, when taking any prescription or non-prescription drugs which may interfere with the safe and effective performance of duties or operation of Village equipment.
6. Must provide, within twenty-four (24) hours of a request, documentation of a current valid prescription for any drug or medication identified when a drug screen is positive or documentation that a non-prescription drug had been taken which affected the outcome of the drug screen.
7. May not use illegal drugs even when off duty.

IV. Categories of Testing

A. Pre-Employment

1. Applicants must pass a drug test before beginning employment. New drivers and applicants must authorize prior employer(s) to disclose positive test results and refusals to cooperate.

B. Post-Accident Testing

1. Will be conducted when a bargaining unit employee is involved in an accident on duty or on Village property.
2. Post-Accident Alcohol and Drug Testing
 - a. Post-accident alcohol and drug testing will be conducted immediately following the accident. An employee must notify his/her Supervisor immediately after any accident.

C. Random Testing

Drug and/or alcohol testing may be conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Period of Testing

Employees are subject to unannounced random drug testing during all periods on duty, including call-outs and overtime, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

2. Frequency

The minimum annual percentage rate in each year will be determined by the rate set by the Department of Transportation (hereinafter "DOT") Regulations.

3. Selection

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

D. Reasonable Suspicion Testing

Conducted when a Supervisor reasonably suspects an employee is under the influence of or impaired by alcohol, drugs, or a combination of alcohol and drugs, or is otherwise in violation of the foregoing prohibitions according to the following guidelines:

1. A Supervisor's determination that reasonable suspicion exists shall be based on observable phenomena, such as direct observation of use, contemporaneous observations or based upon information provided by an identifiable, reliable source concerning the appearance, behavior, speech or body odors of the employee; or
2. Any of the following or other factors, alone or in combination, may constitute reasonable suspicion:
 - a. Slurred speech
 - b. Alcoholic beverage on breath
 - c. Inability to walk a straight line

- d. An accident involving Village property
 - e. Physical altercation
 - f. Verbal altercation
 - g. Behavior which is so unusual that it warrants summoning a Supervisor or anyone else with authority
 - h. Possession of alcohol or drugs
 - i. Information obtained from a reliable source with personal knowledge
3. When testing is ordered, the employee must be removed from duty pending the test results.

Depending upon the results of the drug and/or alcohol analysis, the following steps will be taken:

- a. The employee shall not be allowed to return to work until the result of the drug and/or alcohol analysis has been received by the Director of Human Resources and the Village Manager.
- b. If the test result is positive the following shall apply:
 - 1) When the test result is positive and documentation cannot be produced to show the employee's use of a prescription drug or legal non-prescription drug:
 - a) The employee will be notified of the result.
 - b) The employee will not be paid for any time off work between the time of the test and the receipt of the results.
 - c) Termination proceedings will be followed.
- c. If the test result is negative, the following shall apply:
 - 1) The department head shall notify the employee.
 - 2) The employee shall return to work and receive regular pay for the time off between the test and receipt of the result.

E. Refusal to Cooperate or Test

Any employee who fails to cooperate or refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and, shall be immediately removed from duty and discharged.

F. Applicants

Applicants who fail or refuse to cooperate in a pre-employment test will not be hired.

V. Confidentiality of Records

All drug and alcohol test results and records shall be maintained under confidentiality to the fullest extent permitted by law. Supervisors may be informed on a need to know basis of the results of such tests.

A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her alcohol and/or drug test results, including any records related to conducted test. The employee's access to the records shall be contingent upon payment for the records.

B. Conditions Under which the Employer Will Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies or courts with jurisdiction.
3. To a subsequent employer pursuant to written consent of the former employee.

VI. Employee Assistance

A. Voluntary Referral

1. Before Testing/Misconduct
 - a. An employee who voluntarily refers himself/herself to a drug or alcohol treatment program before being ordered to submit to a random, reasonable suspicion or post-accident drug or alcohol test, and before engaging in the conduct that formed the basis of the reasonable suspicion or post-accident test, shall not be subject to discipline (for a positive test result). The foregoing shall only be applicable the first time an employee requests assistance and does not insulate the employee from discipline for violation of other Village rules, performance or attendance standards, failure to fulfill

obligations, conditions, or testing under the treatment program or future violations of Village rules.

- b. Any bargaining unit employee who has voluntarily referred himself/herself for treatment shall be subject to the same conditions, including the testing procedures, as an employee who has tested positive for drug and alcohol use.
- c. The employee shall be returned to regular work duties only on satisfactorily completing treatment as determined by the Village, the recommendation of an Substance Abuse Profession (SAP) acceptable to the Village and successful completion of a return to duty medical exam satisfactory to the Village.

B. Confidentiality of Referral

All EAP/SAP referrals shall be kept confidential between the Village, employee and treating agency.

C. Rehabilitative Leave of Absence

While undergoing treatment, the employee shall be relieved of duty and may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

If an employee has exhausted all paid leave, the employee may request an unpaid leave of absence for the period necessary to complete treatment of the employee's drug and /or alcohol problem.

D. Cost of Program

The cost of said program to the extent such treatment is not covered by the employee's health insurance, shall be borne by the employee.

VII. Definitions

“Alcohol” means any low-weight alcohol such as ethyl, methyl or isopropyl alcohol. (The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.)

“BAT” means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (“EBT”).

“Controlled Substance or Drug” shall mean any controlled substance listed in (720 ILCS 550/1 et seq. and 720 ILCS 570/100 et seq.), known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term “drugs” and/or “controlled substance” includes both abused prescription medications and illegal drugs. In addition, it

includes “designer drugs” which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination.

A partial listing of drugs covered by this Policy are:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

“Medical Review Officer (MRO)” means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Village’s drug and alcohol testing policy who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional (SAP)” is a substance abuse professional who, if an employee tests positive, will decide whether he/she needs help with a drug or alcohol problem, whether he/she has properly followed any program prescribed and can return to duty, and when he/she has to take follow-up tests. The SAP can also help an employee with drug-alcohol problems.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") between VILLAGE OF HUNTLEY, ILLINOIS ("Village") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 ("Union") is intended to resolve the parties' differences of opinion concerning the proper interpretation and application of Article IV, Hours of Work and Overtime, of the parties' collective bargaining contract ("the Contract").

The genesis of the parties' dispute involved the Village's decision at approximately 12:00 p.m., noon on Sunday, January 4, 2015, to notify certain bargaining unit personnel that they would begin work the following day (Monday, January 5, 2015) at approximately 4:00 a.m. because of an anticipated snowstorm. Thereafter, numerous bargaining unit members reported for work at 4:00 a.m. on Monday, January 5, 2015, and engaged in snowplowing activities until approximately 12:00 p.m., noon, on the same day. Thereafter, once the employees had completed their eight (8) hour shift, they were ordered to end their shift and go home for the day. At least one or more bargaining unit members requested to work until the end of their shift at 3:30 p.m., but such request was denied. Upon request, the Village informed the Union that bargaining unit personnel would be paid straight-time for all hours worked between 4:00 a.m. and 12:00 p.m., noon, on Monday, January 5, 2015.

The Union informed the Village it will grieve the Village's decision to pay straight time for the three (3) hours between the 4:00 a.m. start of work and the regular 7:00 a.m. scheduled start of work and/or the Village's failure to allow one or more bargaining unit employees to work until the 3:30 p.m. end of their shift, in order to earn overtime for the day, or for the week if the total hours worked in the week are over 40 under Section 4.4, Overtime Compensation of the Contract.

In discussions to resolve this dispute, the Union has informed the Village that, under Article IV of the Contract, and especially Section 4.4, Overtime Compensation, any and all time worked before 7:00 a.m. and after 3:30 p.m. Monday through Friday, must be paid at overtime rates. The Village, for its part, asserts that under the provisions of Section 4.3, Snowplowing / Salting and Other Work, it had the right on January 4, 2015 to assign and schedule employees to perform snowplowing work and that the normal work day when such assignment is made would be considered to be twelve (12) hours in duration, beginning with the initial start time for the day, as designated by the Village. Moreover, the Village asserts that on January 5, 2015, after employees had worked eight (8) hours (excludes meal break) in that twelve (12) hour period, they could be relieved of work and sent home if the Village chose to do so, without the Village incurring any overtime obligation under any of the subsections of Article 4 of the Contract.

After much discussion, the parties reached a settlement of their differences, which is reflected below. The parties' interpretation of the Contract is as follows:

1. If the Village decides to invoke the provisions of Section 4.3, Snowplowing / Salting and Other Work, then the affected work shift will become a twelve (12.5) hour shift (which includes an unpaid 30 minute meal break), beginning with the time employees are ordered to and do report to work. A snow event will be declared as soon as reasonably practical after the Village becomes convinced of the need to move to twelve (12.5) hour shifts and employees will be so notified.

2. The first eight (8) hours of time worked on such shift under Section 4.3 will be paid at straight-time hourly rates¹ unless the employee has already earned 40 hours of straight time pay during the workweek, at which point the hours will be overtime.

3. If eight (8) hours of work have been completed or if the primary task(s) of the work shift have been accomplished, the Village (through its supervisors and managers) will, in its discretion, make the election of whether or not such employees will continue to work through the remainder of the twelve (12) hour shift, or whether they will be relieved of their work duties and be sent home. On days in which the Village decides to invoke the provisions of Section 4.3, Snowplowing / Salting and Other Work, the Village's normal practice will be that employees will be permitted to complete at least eight (8) hours of work OR they may be relieved of their work duties and be sent home .

4. If employees on a Snowplowing / Salting and Other Work shift are informed that the Village has elected to send them home early after completing the task(s) at hand, but before they have worked all twelve (12) hours as described in #3, above, then such employees will, in turn, have their own election to make. That election is: (1) whether they elect to go home when released for the remainder of the shift and be credited for actual hours they worked on the shift; or (2) whether they elect to apply accrued paid time off (excluding sick leave) for the remainder of the twelve (12) hour shift, (thus likely creating overtime under Section 4.4), and have their designated accrued time debited by the number of hours remaining in the twelve (12) hour work shift.

5. In conjunction with this Settlement Agreement, **Section 4.7, Compensatory Time Off**, is modified by the Parties as follows:

-
1. However, pursuant to Section 4.1 of Article IV, Hours of Work and Overtime, this agreement is **not** to be construed as a guarantee of days or hours of work for any period, including the (8) hours shifts described herein on days involving Snowplowing / Salting and Other Work.

Section 4.7. Compensatory Time Off.

Employees may receive compensatory time in lieu of overtime pay only if mutually agreed between the employee and the Village. If the parties do not mutually agree, then the employee shall receive pay for any overtime worked. Employees may accumulate up to eighty (80) hours of compensatory time at any given time. In the event that an employee has compensatory time available, the use of such paid leave must be with the prior approval of the Director or his/her designee and may be taken in a minimum of one (1) hour increments except as substituted for unpaid leave as determined by the Village Manager or designee. Employees must give at least forty-eight (48) hours advance notice of their desire to take compensatory time off except the forty-eight (48) hour advance notice requirement is waived if an employee uses compensatory time to complete a twelve (12) hour work shift on a Snowplowing / Salting and Other Work day. In addition, the Director or designee shall have discretion to waive this requirement in other circumstances where there is no adverse effect to Village operations or to cancel such time off if circumstances warrant. The Village may, in its discretion, cash out some or all of an employee's accrued, unused compensatory time at any time.

6. **Explanatory Notes.** As a guide to supervisors, managers, union stewards and bargaining unit employees as they attempt to address and apply the principles contained in this Agreement, the parties have included as part of this Agreement the following explanatory notes and examples:

A. The principles and examples contained in this Agreement only apply when the Village has invoked its rights under Section 4.3 to change the normal work day referred to in Section 4.2 and move to 12. hour shifts in Snowplowing / Salting and Other Work operations. Otherwise, the normal work day is 7:00 a.m. – 3:30 p.m., Monday through Friday, including one

paid 15-minute break in the morning and a 30-minute paid and 10-minute unpaid lunch, and 10 minutes to clean up before the end of the work day.

B. Once Section 4.3 has been invoked by the Village and a starting time has been assigned, then the ending time for that shift will be exactly twelve and one half (12.5) hours later.

C. When the Village asserts its rights to schedule and assign personnel under Section 4.3, employees may be sent home. However, on days in which the Village decides to invoke the provisions of Section 4.3, Snowplowing / Salting and Other Work, the Village's normal practice will be that employees will be permitted to complete at least eight (8) hours of work (excluding meal break). Employees in such a situation have the option, once directed not to work by the Village, of either going home without applying accrued paid time off toward the four (4) hours remaining of the twelve (12) hour shift, or applying accrued paid time off for the four (4) hours remaining on the twelve (12) hour shift and having their accrued time off bank deducted accordingly.

For example, an employee assigned and scheduled to work under Section 4.3 who begins work at 4:00 a.m. would have their shift run from 4:00 a.m. to 4:30 p.m.

If, by 12:30 p.m. their work has been completed, then the Village must exercise its option to either send the employee home or allow them to continue working until 4:30 p.m.

If the Village exercises its option to send them home after working eight (8) hours, then the employee has to exercise his or her option.

In this case, the employee can go home after working eight (8) hours, and be credited for purposes of pay and overtime for having worked those eight (8) hours on the shift.

OR

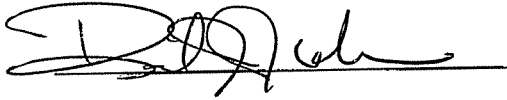
the employee can elect to go home, but apply four (4) hours of accrued paid time off (but not sick leave) to the day and, thus, be considered to have worked 12 hours for purposes of receipt of straight-time and overtime pay under Section 4.4, Overtime Compensation. In such case, the four (4) hours of accrued paid time off would be deducted from the employee's account.

D. The phrase "eight (8) hour shift" means eight and one-half (8.5) hours on the job including an unpaid thirty (30) minute meal break. The phrase "twelve (12) hour shift means twelve and one-half (12.5) hours on the job, including an unpaid 30 minute meal break. Every five (5) hours worked will automatically reflect a break in our timekeeping system; however time will be adjusted if a break is not actually taken.

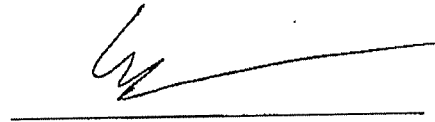
Agreed upon this 23rd day of April, 2015

VILLAGE OF HUNTLEY

IUOE LOCAL 150:



David J. Johnson, Village Manager



James M. Sweeney, President

Kev Edwards, Atty



VILLAGE OF HUNTLEY
COMP TIME REQUEST FORM

EMPLOYEE INFORMATION	
Employee Name:	Employee Number:
Week Beginning (Sunday):	

Hours to be paid as Overtime: + _____

Hours to be earned as Comp Time*: + _____

Total Weekly Overtime Hours Earned: = _____

Employee Signature Date:

Comp Time Request Approved Comp Time Request Denied

Supervisor Date:

*Comp time balance can not exceed 80 hours

Payroll Approval:	
Pay Period Beginning: _____	Pay Period End Date: _____
Pay Date: _____	
Comp Time Begin Balance: _____	Comp Time End Balance: _____