

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF HUNTLEY, ILLINOIS**

**AND**

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

**January 1, 2024 through December 31, 2027**

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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, Maintenance Worker, General Utility Worker, General Utility Worker II, and Crew Leader.

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 and Voluntary Fair Share**

The Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues or voluntary fair share for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village will send the dues and fair share fees collected under this Section to the Union each month. The actual dues or voluntary fair share amounts 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 or voluntary fair share fees to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues or voluntary fair share deduction, the Union shall be responsible for collection of dues or voluntary

fair share. 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 Voluntary Fair Share**

During the term of this Agreement, employees who do not choose to become members of the Union may, on a voluntary basis, 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 the voluntary fair share fee shall not exceed the dues attributable to being a member of the Union. Such voluntary fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union as set forth in Section 3.1. 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.

It is especially agreed that any dispute concerning the amount of the voluntary 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.

### **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 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.

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 rates<sup>1</sup> 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.

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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 shift described herein on days involving Snowplowing / Salting and Other Work.

#### **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 40 hours paid per week. 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 for as vacation, sick, personal or compensatory time off.

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.

A bargaining unit employee scheduled to work a Village Special Event shall receive two (2) hours of overtime at the applicable overtime rate if:

- (a) The Village places the employee on the schedule to work overtime for the event more than 48 hours in advance of the event; and
- (b) The Village cancels the employee's overtime within 48 hours of when the overtime for the event was scheduled to commence.

Village Special Events, for the purposes of Section 4.4, are defined as events that are coordinated through the Village Manager's Office, and approved by the Village Board. For example, Concerts in the Square, and First Friday Night.

#### **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 employee's opportunities for overtime. In this regard, the Village agrees that 12 months after the date of this agreement, the parties will meet to discuss the overtime distribution of the past 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 are assignments which do not immediately follow the normal workday, or assignments that immediately precede the normal workday by more than two 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; however, an employee may not use more than eighty (80) hours of compensatory time in a fiscal year. 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, except the 48-hour notice 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.

**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 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 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 absent either or both of these days due to claimed illness, to be eligible for holiday pay, proof of sickness or excusable absence must be established to the satisfaction of the Director

of Public Works. 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. The Director of designee shall have discretion to waive the forty-eight (48) hour notice requirement in circumstances where there is no adverse effect to Village operations.

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:

<b>Years of Continuous Service</b>	<b>Annual Vacation Days/Hours</b>	<b>Hourly Accrual per Pay Period</b>
1-4 years	10 days (80 hours)	3.0769 hours
5-8 years	15 days (120 hours)	4.6153 hours
9-11 years	17 days (136 hours)	5.2307 hours
12-15 years	20 days (160 hours)	6.1538 hours
16-19 years	23 days (184 hours)	7.0769 hours
20-23 years	25 days (200 hours)	7.6923 hours
24 + years	28 days (224 hours)	8.6153 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 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 in January, at the standard hourly pay rate as of 12/31.

#### **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 a pro-rated annual earnings of 96 hours. Sick leave is not payable at separation.

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 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 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**

Once an employee has accrued thirty-six (36) days (288 hours) of sick leave, the employee may elect to cash in unused sick days accrued in excess of thirty-six (36) days for 50% of their value on subsequent anniversaries each year. Employees are eligible to cash in a maximum of twelve (12) days (96 hours) per year. A year is calculated from the employee's date of hire and on all subsequent anniversary dates. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Only unused sick days earned during the previous year are eligible for sick leave buy back on each anniversary date. If an employee has met the minimum requirements 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. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave.

Those employees who have chosen the sick leave buy back option 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.

**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 are required to notify their supervisor as soon as possible when they receive a jury duty summons and provide a copy in order to be eligible for pay. Employees are eligible to keep any payment received from the court.

**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**

Employees are allowed bereavement leave of three (3) work days without loss of pay in the event of a death in the employee's immediate family (mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, maternal grandparents, paternal grandparents, stepmother, stepfather, stepbrother, stepsister and stepchildren). In the event of the death of an employee's spouse, child, stepchild, parent or stepparent, the employee shall be granted two (2) additional working days off with the approval of the department head or his designee. For the purposes of defining a work day, a work day 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 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. Rather, such hours will be deducted from accumulated accrued benefit time. If additional workdays off are needed beyond the allotted bereavement leave, with the approval of the Village, additional days off may be granted and shall be deducted from the employee's accrued benefit time. 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 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 E) 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 Appendix F. 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.

### **Section 16.3 Premium Payment**

A. For employees hired before January 1, 2018: 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 twenty percent (20%) of the difference in standard plan premium cost between individual and dependent health insurance, with the Village paying the remainder.

The Employer agrees to provide dental insurance as in the past, with the Village selected carrier and coverages. The cost of the premium for dental insurance shall be shared by the Village and the employee. The employee will be responsible for twenty percent (20%) of the dental premium amount, with the Village paying the remainder.

B. For employees hired on or after January 1, 2018: The cost of both individual and dependent medical and dental premiums shall be shared by the Village and the employee. The employee will be responsible for twenty-five (25%) of the entire medical and dental premium amount, with the Village paying the remainder.

### **Section 16.4 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 16.5 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 compensated in accordance with the wage schedule attached hereto and incorporated herein as Appendix D, with increases effective January 1, 2024. On January 1 of each year, employees will be paid the new rate of pay for their pay grade as called for in Appendix D. 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 paycheck 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.

### **Section 17.2 Longevity**

Each bargaining unit member with ten years of consecutive service with the Village of Huntley Public Works Department shall receive a longevity bonus of \$1,000 on the pay cycle following the employee's anniversary in which the employee completes ten years of service, and each year thereafter. After completion of twenty years of service, the longevity bonus will increase to \$1,500. Longevity bonus payments shall not count towards base pay for overtime.

## **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 31<sup>st</sup> day of December 2027. 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.

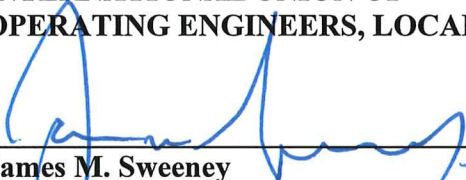


Executed this 24 day of August, 2024.

**VILLAGE OF HUNTLEY**

  
\_\_\_\_\_  
**Timothy Hoelt**  
**Village President**

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

  
\_\_\_\_\_  
**James M. Sweeney**  
**President-Business Manager**

**APPENDIX A  
VILLAGE OF HUNTLEY SENIORITY LIST**

<b>Name</b>	<b>Class</b>	<b>Anniversary Date</b>
Brandmire, Keith	General Utility Worker	01/07/2019
Combs, Robert	Crew Leader	01/23/2017
Erickson, Lukas	General Utility Worker II	03/07/2005
Gilland, Alex	General Utility Worker	11/23/2020
Gilly, Erik	Maintenance Worker	07/18/2022
Hall, Hunter	Maintenance Worker	01/15/2023
Hecker, Jason	Maintenance Worker	01/03/2023
Jones, Shawn	General Utility Worker	11/23/2020
Juarez, Rafael	General Utility Worker	04/24/2023
Klassen, John	Crew Leader	12/27/2000
Meinert, James	General Utility Worker II	07/10/2017
Prather, Justin	General Utility Worker	01/09/2006
Rau, Brandon	Mechanic	11/23/2020
Santoro, James	General Utility Worker II	06/02/2008

**APPENDIX B**  
**VILLAGE OF HUNTLEY 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 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.

- 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.

The boot must provide OSHA approved toe protection.

The employee and his/her Supervisor must insure that the footwear conforms to this standard.

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 \$ 250.00. 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  
VILLAGE OF HUNTLEY  
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 VILLAGE OF HUNTLEY WAGE SCHEDULE

### Maintenance Worker

3.75%			3.75%			3.75%			3.75%		
1/1/2024	Annual	Hourly	1/1/2025	Annual	Hourly	1/1/2026	Annual	Hourly	1/1/2027	Annual	Hourly
1	\$ 54,879.08	\$ 26.38	1	\$ 56,937.05	\$ 27.37	1	\$ 59,072.19	\$ 28.40	1	\$ 61,287.39	\$ 29.47
2	\$ 56,388.26	\$ 27.11	2	\$ 58,502.82	\$ 28.13	2	\$ 60,696.67	\$ 29.18	2	\$ 62,972.80	\$ 30.28
3	\$ 57,938.93	\$ 27.86	3	\$ 60,111.64	\$ 28.90	3	\$ 62,365.83	\$ 29.98	3	\$ 64,704.55	\$ 31.11
4	\$ 59,532.25	\$ 28.62	4	\$ 61,764.71	\$ 29.69	4	\$ 64,080.89	\$ 30.81	4	\$ 66,483.92	\$ 31.96
5	\$ 61,169.39	\$ 29.41	5	\$ 63,463.24	\$ 30.51	5	\$ 65,843.11	\$ 31.66	5	\$ 68,312.23	\$ 32.84
6	\$ 62,851.55	\$ 30.22	6	\$ 65,208.48	\$ 31.35	6	\$ 67,653.80	\$ 32.53	6	\$ 70,190.82	\$ 33.75
7	\$ 64,579.97	\$ 31.05	7	\$ 67,001.71	\$ 32.21	7	\$ 69,514.28	\$ 33.42	7	\$ 72,121.06	\$ 34.67
8	\$ 66,355.92	\$ 31.90	8	\$ 68,844.26	\$ 33.10	8	\$ 71,425.92	\$ 34.34	8	\$ 74,104.39	\$ 35.63
9	\$ 68,180.70	\$ 32.78	9	\$ 70,737.48	\$ 34.01	9	\$ 73,390.13	\$ 35.28	9	\$ 76,142.26	\$ 36.61
10	\$ 70,055.67	\$ 33.68	10	\$ 72,682.76	\$ 34.94	10	\$ 75,408.36	\$ 36.25	10	\$ 78,236.18	\$ 37.61

### General Utility Worker

3.75%			3.75%			3.75%			3.75%		
1/1/2024	Annual	Hourly	1/1/2025	Annual	Hourly	1/1/2026	Annual	Hourly	1/1/2027	Annual	Hourly
1	\$ 59,549.64	\$ 28.63	1	\$ 61,782.75	\$ 29.70	1	\$ 64,099.61	\$ 30.82	1	\$ 66,503.34	\$ 31.97
2	\$ 61,187.26	\$ 29.42	2	\$ 63,481.78	\$ 30.52	2	\$ 65,862.34	\$ 31.66	2	\$ 68,332.18	\$ 32.85
3	\$ 62,869.91	\$ 30.23	3	\$ 65,227.53	\$ 31.36	3	\$ 67,673.56	\$ 32.54	3	\$ 70,211.32	\$ 33.76
4	\$ 64,598.83	\$ 31.06	4	\$ 67,021.28	\$ 32.22	4	\$ 69,534.58	\$ 33.43	4	\$ 72,142.13	\$ 34.68
5	\$ 66,375.30	\$ 31.91	5	\$ 68,864.37	\$ 33.11	5	\$ 71,446.78	\$ 34.35	5	\$ 74,126.04	\$ 35.64
6	\$ 68,200.62	\$ 32.79	6	\$ 70,758.14	\$ 34.02	6	\$ 73,411.57	\$ 35.29	6	\$ 76,164.50	\$ 36.62
7	\$ 70,076.13	\$ 33.69	7	\$ 72,703.99	\$ 34.95	7	\$ 75,430.39	\$ 36.26	7	\$ 78,259.03	\$ 37.62
8	\$ 72,003.23	\$ 34.62	8	\$ 74,703.35	\$ 35.92	8	\$ 77,504.72	\$ 37.26	8	\$ 80,411.15	\$ 38.66
9	\$ 73,983.32	\$ 35.57	9	\$ 76,757.69	\$ 36.90	9	\$ 79,636.10	\$ 38.29	9	\$ 82,622.46	\$ 39.72
10	\$ 76,017.86	\$ 36.55	10	\$ 78,868.53	\$ 37.92	10	\$ 81,826.10	\$ 39.34	10	\$ 84,894.57	\$ 40.81

### General Utility Worker II

3.75%			3.75%			3.75%			3.75%		
1/1/2024	Annual	Hourly	1/1/2025	Annual	Hourly	1/1/2026	Annual	Hourly	1/1/2027	Annual	Hourly
1	\$ 64,220.20	\$ 30.88	1	\$ 66,628.46	\$ 32.03	1	\$ 69,127.03	\$ 33.23	1	\$ 71,719.29	\$ 34.48
2	\$ 65,986.26	\$ 31.72	2	\$ 68,460.74	\$ 32.91	2	\$ 71,028.02	\$ 34.15	2	\$ 73,691.57	\$ 35.43
3	\$ 67,800.88	\$ 32.60	3	\$ 70,343.41	\$ 33.82	3	\$ 72,981.29	\$ 35.09	3	\$ 75,718.09	\$ 36.40
4	\$ 69,665.40	\$ 33.49	4	\$ 72,277.86	\$ 34.75	4	\$ 74,988.27	\$ 36.05	4	\$ 77,800.34	\$ 37.40
5	\$ 71,581.20	\$ 34.41	5	\$ 74,265.50	\$ 35.70	5	\$ 77,050.45	\$ 37.04	5	\$ 79,939.84	\$ 38.43
6	\$ 73,549.68	\$ 35.36	6	\$ 76,307.80	\$ 36.69	6	\$ 79,169.34	\$ 38.06	6	\$ 82,138.19	\$ 39.49
7	\$ 75,572.30	\$ 36.33	7	\$ 78,406.26	\$ 37.70	7	\$ 81,346.50	\$ 39.11	7	\$ 84,396.99	\$ 40.58
8	\$ 77,650.54	\$ 37.33	8	\$ 80,562.43	\$ 38.73	8	\$ 83,583.53	\$ 40.18	8	\$ 86,717.91	\$ 41.69
9	\$ 79,785.93	\$ 38.36	9	\$ 82,777.90	\$ 39.80	9	\$ 85,882.07	\$ 41.29	9	\$ 89,102.65	\$ 42.84
10	\$ 81,980.04	\$ 39.41	10	\$ 85,054.29	\$ 40.89	10	\$ 88,243.83	\$ 42.42	10	\$ 91,552.97	\$ 44.02

### Mechanic

3.75%			3.75%			3.75%			3.75%		
1/1/2024	Annual	Hourly	1/1/2025	Annual	Hourly	1/1/2026	Annual	Hourly	1/1/2027	Annual	Hourly
1	\$ 69,609.31	\$ 33.47	1	\$ 72,219.66	\$ 34.72	1	\$ 74,927.90	\$ 36.02	1	\$ 77,737.69	\$ 37.37
2	\$ 71,523.56	\$ 34.39	2	\$ 74,205.70	\$ 35.68	2	\$ 76,988.41	\$ 37.01	2	\$ 79,875.48	\$ 38.40
3	\$ 73,490.46	\$ 35.33	3	\$ 76,246.36	\$ 36.66	3	\$ 79,105.59	\$ 38.03	3	\$ 82,072.05	\$ 39.46
4	\$ 75,511.45	\$ 36.30	4	\$ 78,343.13	\$ 37.66	4	\$ 81,281.00	\$ 39.08	4	\$ 84,329.03	\$ 40.54
5	\$ 77,588.02	\$ 37.30	5	\$ 80,497.57	\$ 38.70	5	\$ 83,516.22	\$ 40.15	5	\$ 86,648.08	\$ 41.66
6	\$ 79,721.69	\$ 38.33	6	\$ 82,711.25	\$ 39.77	6	\$ 85,812.92	\$ 41.26	6	\$ 89,030.91	\$ 42.80
7	\$ 81,914.03	\$ 39.38	7	\$ 84,985.81	\$ 40.86	7	\$ 88,172.78	\$ 42.39	7	\$ 91,479.26	\$ 43.98
8	\$ 84,166.67	\$ 40.46	8	\$ 87,322.92	\$ 41.98	8	\$ 90,597.53	\$ 43.56	8	\$ 93,994.93	\$ 45.19
9	\$ 86,481.25	\$ 41.58	9	\$ 89,724.30	\$ 43.14	9	\$ 93,088.96	\$ 44.75	9	\$ 96,579.80	\$ 46.43
10	\$ 88,859.49	\$ 42.72	10	\$ 92,191.72	\$ 44.32	10	\$ 95,648.91	\$ 45.99	10	\$ 99,235.74	\$ 47.71

### Crew Leader

3.75%			3.75%			3.75%			3.75%		
1/1/2024	Annual	Hourly	1/1/2025	Annual	Hourly	1/1/2026	Annual	Hourly	1/1/2027	Annual	Hourly
1	\$ 72,977.50	\$ 35.09	1	\$ 75,714.16	\$ 36.40	1	\$ 78,553.44	\$ 37.77	1	\$ 81,499.19	\$ 39.18
2	\$ 74,984.38	\$ 36.05	2	\$ 77,796.30	\$ 37.40	2	\$ 80,713.66	\$ 38.80	2	\$ 83,740.42	\$ 40.26
3	\$ 77,046.45	\$ 37.04	3	\$ 79,935.69	\$ 38.43	3	\$ 82,933.28	\$ 39.87	3	\$ 86,043.28	\$ 41.37
4	\$ 79,165.23	\$ 38.06	4	\$ 82,133.93	\$ 39.49	4	\$ 85,213.95	\$ 40.97	4	\$ 88,409.47	\$ 42.50
5	\$ 81,342.27	\$ 39.11	5	\$ 84,392.61	\$ 40.57	5	\$ 87,557.33	\$ 42.09	5	\$ 90,840.73	\$ 43.67
6	\$ 83,579.19	\$ 40.18	6	\$ 86,713.41	\$ 41.69	6	\$ 89,965.16	\$ 43.25	6	\$ 93,338.85	\$ 44.87
7	\$ 85,877.61	\$ 41.29	7	\$ 89,098.02	\$ 42.84	7	\$ 92,439.20	\$ 44.44	7	\$ 95,905.67	\$ 46.11
8	\$ 88,239.25	\$ 42.42	8	\$ 91,548.22	\$ 44.01	8	\$ 94,981.28	\$ 45.66	8	\$ 98,543.08	\$ 47.38
9	\$ 90,665.83	\$ 43.59	9	\$ 94,065.80	\$ 45.22	9	\$ 97,593.26	\$ 46.92	9	\$ 101,253.01	\$ 48.68
10	\$ 93,159.14	\$ 44.79	10	\$ 96,652.61	\$ 46.47	10	\$ 100,277.08	\$ 48.21	10	\$ 104,037.47	\$ 50.02

Hourly rate calculated on 2080 hours  
2.75% between steps



**Placement Effective 01/01/2024**

Brandmire, Keith	General Utility Worker	4
Combs, Robert	Crew Leader	6
Erickson, Lukas	General Utility Worker II	10
Gilland, Alex	General Utility Worker	3
Gilly, Erik	Maintenance Worker	2
Hall, Hunter	Maintenance Worker	2
Hecker, Jason	Maintenance Worker	1
Jones, Shawn	General Utility Worker	3
Juarez, Rafael	General Utility Worker	5
Klassen, John	Crew Leader	10
Meinert, James	General Utility Worker II	5
Prather, Justin	General Utility Worker	10
Rau, Brandon	Mechanic	4
Santoro, James	General Utility Worker II	8

**APPENDIX E**  
**VILLAGE OF HUNTLEY**  
**TRAVEL , TRAINING & EXPENSE REIMBURSEMENT POLICY**

It is the Village’s policy to reimburse all employees for any necessary expenditures which are directly related to your Village employment. All requests for travel, training, or expenses (“expenses”) must be made in advance to your Department Head and approved prior to the expense being incurred. In addition, for any expenses not paid for in advance, all requests for reimbursement along with supporting documentation or receipts must be provided to your Department Head within 30 days after the expense is incurred. The Village will not compensate for the expenses incurred by spouses or additional guests. Please see your Department Head for any requisite forms. Should this policy conflict with any applicable collective bargaining agreement, the CBA will control.

I. Travel and Lodging

For travel and accommodations, the Village’s goal is to approve whatever travel method establishes the lowest overall cost to the Village, within reason. Lodging expense for travel within the Chicago Metropolitan Area will be reimbursed only in the most unusual circumstances. For any necessary overnight travel, the Village will reimburse the cost of:

- a single accommodation for hotel room;
- coach or economy fare for airplane, train or bus;
- travel to and from the transportation (i.e. taxi fare or mileage); and
- accommodations for the time necessary for the training/event. If an employee chooses to arrive earlier or stay later than the training requires, the additional lodging and other expenses related to this decision shall not be reimbursed by the Village.

For any local travel or travel in which the employee will drive, Village vehicles should be used when appropriate and available. If the employee's personal vehicle is used, reimbursement shall be in accordance with the Internal Revenue Service’s regulations. Reimbursement for mileage will be paid from the closest point, either the Village of Huntley OR the employees place of residence, whichever is closest to the destination. When two or more individuals travel in the same personal 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.

For travel that requires overnight lodging and when meals are not provided for by the event or training, the Village offers a daily allowance as described:

Breakfast	\$ 14.00 (6 a.m. to 11 a.m.)
Lunch	\$ 16.00 (11 a.m. to 4 p.m.)
Dinner	\$ 29.00 (4 p.m. to 10 p.m.)
Personal Expenses	\$ 5.00

THE DAILY ALLOWANCE IS NOT SUBJECT TO CARRY-OVER

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

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. For travel that does not require overnight lodging, the daily allowance will be based upon the number of meals required away from home as itemized above. The meals to be reimbursed shall be determined and approved by the Department Head and the Finance Director.

## II. Training

The Village encourages all employees to seek out training which would benefit their professional development. To that end, the Village will reimburse employees for any necessary training and may reimburse employees for certain training which the Village, in its discretion, believes could benefit the employee and the Village. Any employees who need or want to be sent to any trainings or seminars must seek prior approval with their Department Heads before signing up for or scheduling any such training. Any training which was not previously approved by the Village will not be reimbursable.

## III. Other Expenses

The Village will also reimburse employees for all other necessary business expenditures as necessary. As with all other expenses, your Department Head must approve any expenditures prior to the expense being incurred. Any expenses that were not previously approved of will not be reimbursed.

**APPENDIX F**  
**VILLAGE OF HUNTLEY DRUG AND ALCOHOL POLICY**

Scope of Program

A. Employees Subject to Testing

The drug and alcohol testing required under this policy will apply to any individual who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is required to possess a commercial driver's license (CDL) for the operation of the CMV.

B. Independent Contractors and Owner-Operators

Because this drug and alcohol testing program is required by the Federal Motor Carrier Safety Regulations, it applies to any individual who operates a motor vehicle on behalf of the Village in a contract, lease or other agreement with the Village. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the Village unless such other circumstances indicate the existence of an employer-employee relationship.

Program Definitions

- A. **Adulterated Specimen** - A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
- B. **Alcohol** - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- C. **Alcohol use** - the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
- D. **Alcohol concentration** (or content)-the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- E. **Canceled Test** - A drug or alcohol test that has a problem or cannot be considered valid under DOT rules. A canceled test is neither a positive nor a negative test.
- F. **Commercial Motor Vehicle (CMV)** - is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:
  - 1. Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs. (4,536 kg.), or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
  - 2. Is designed to transport 16 or more passengers, including the driver; or
  - 3. Is of any size and is used in the transportation of hazardous materials required to be

placarded under the Hazardous Materials Transportation Act.

**G. Controlled Substances**

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine

**H. Drug and Alcohol Clearinghouse (Clearinghouse)** - An online database to maintain records of all drug and alcohol program violations in a central repository to enable employers to query the system to determine if prospective or current employees have incurred violations that would prohibit them from performing safety-sensitive functions covered by the Federal Motor Carrier Safety Administration (FMCSA) and Department of Transportation (DOT) drug and alcohol testing regulations. This applies to any driver who holds a CDL and meets requirements in 40 CFR Part 40, 40 CFR Part 382, and 40 CFR Part 383.

**I. Dilute Specimen** - A specimen with creatinine and specific gravity values that is lower than expected for human urine.

**J. Driver** - any person who operates a commercial motor vehicle, including but not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

**K. Safety-Sensitive Function** - Function determined from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "Safety-sensitive functions" include:

1. All time at a Village or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Village;
2. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR §393.76;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**L. Split Specimen** - In drug testing, a part of the urine specimen that is sent to the

laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.

M. **Substituted specimen** - A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

**Procedure:**

Qualifications for Employment

A. Prohibited Conduct

Village policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

1. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
2. No driver may use alcohol while performing safety-sensitive functions. (§382.205).
3. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).
4. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
5. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in § 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (§382.213).
6. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
7. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event the Village has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions.

B. Removal from Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has complied with the return to work requirements as prescribed in 49 CFR Part 40, subpart O and as described in Section VIII of this policy. The employee will also be subject to any discipline required by the Village in accordance with Section VII of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

#### C. Prescribed Medications

All drivers are required to notify his/her supervisor or department director of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

#### D. Drug and Alcohol Background Check

The Village will submit an inquiry to each state in which a driver applicant held or holds a motor vehicle operator's permit or license during the preceding three years from the date of the application to obtain the driver's motor vehicle record. If no motor vehicle record is received, the Village must document a good faith effort to obtain such information, and to certify that no record exists for the driver in that state or states. A copy of all records must be placed in the driver qualification file within 30 days from the date employment begins.

The Village will also conduct a full query on the Clearinghouse database to confirm if prospective employees are prohibited from performing safety-sensitive functions due to an unresolved drug and alcohol program violation. The applicant must provide consent in order to obtain records. If not, a query cannot be conducted, and the driver cannot perform/is removed from all safety-sensitive functions.

The Village will investigate with all previous DOT regulated (and non-DOT regulated) employers to determine if the applicant driver has violated any alcohol and drug prohibitions or has a poor safety performance history within the previous three years from the date of the employment application. The investigation may consist of personal interviews, telephone interviews, letters or any other method deemed appropriate. The Village must send the previous employer the driver's written consent to release the information (Form A) and must inform the applicant that previous employers will be contacted. If the driver refuses to provide this consent, the Village will not permit the driver to perform safety-sensitive functions.

The applicant's safety performance history and any violations (and any records of good faith efforts to obtain said information) must be placed in the driver's file within 30 days from the date employment begins and must be maintained for as long as the driver remains on the payroll and for three years thereafter. If there is no safety performance history information to report, the previous employer is still required to send a response confirming the non-existence of any such data.

#### Testing Circumstances

##### A. Pre-Employment/Pre-Duty

Prior to the first time a driver performs a safety-sensitive function for the Village (including job applicants and employees transferring into a position requiring the operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review employee.

#### B. Post-Accident

As soon as practicable following an accident, the Village will require any surviving driver to submit to tests for alcohol and controlled substances.

Drivers are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the Village will provide all drivers with information, procedures and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight hours following an accident, the Village will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the Village will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this Section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the Village.

The following table notes when a post-accident test is required to be conducted in accordance with 49 CFR 382.303.



**Table for 382.303(a) and (b)**

<b>Type of accident involved</b>	<b>Citation issued to the CMV driver</b>	<b>Test must be performed by employer</b>
i. Human fatality	YES NO	YES YES
ii. Bodily injury with immediate medical treatment away from the scene	YES NO	YES NO
iii. Disabling damage to any motor vehicle requiring tow away	YES NO	YES NO

**C. Random**

The Village will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. All drivers will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

The Village utilizes the following locations for all alcohol and substances abuse testing mandated by the FMCSA and this policy, including overseeing the selection, collecting, and reporting for the CDL random testing:

Northwestern Immediate Care / Occupational Health 10350 Haligus Rd, Huntley, IL 60142

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. However, a driver will only be required to submit to a random alcohol test if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

**D. Reasonable Suspicion**

Whenever the Village has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances as documented in the Supervisors Report of Reasonable Suspicion. These observations will only be made by a supervisor or Village official who has received

appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Village will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

#### E. Return-To-Duty

Before a driver who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

#### F. Follow-Up

Any employee who has engaged in prohibited drug and/or alcohol-related conduct will be subject to unannounced follow-up testing for alcohol and/or controlled substances as directed by the Substance Abuse Professional for up to 60 months after return to safety-sensitive duties.

#### G. Refusal to Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in Section VII of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
4. Submitting a substituted or adulterated specimen.

5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
6. Failing to remain at the testing site until the testing process is complete.
7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

## Alcohol Testing Procedures

### A. Alcohol Testing Personnel and Equipment

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

### B. Alcohol Testing Procedures

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is  $<0.02$  alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is  $\geq 0.02$ , the BAT will immediately notify the Village representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation test result is  $<0.02$ , the test is negative.

### C. Inability to Provide a Sample

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Village representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath

sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

## Controlled Substance Testing

### A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the Village or at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process.

### B. Laboratory Analysis

The Village shall select a laboratory for testing. All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA).

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as Invalid. If the laboratory determines that the specimen's specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid)

specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

### C. Medical Review Officer

All test results will be reported by the laboratory to a medical review employee (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CPR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The Village will designate an MRO for its controlled substance testing program.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact a designated Village representative who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the Village is unable to contact the employee, the Village will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

1. If the individual expressly declines the opportunity to discuss the test;
2. If the designated Village representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
3. If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort.

In the test result verification process for an opiate positive, adulterated or substituted result, the MRO may require that the employee submit to a medical examination by a Village-designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the Village that another specimen must immediately be collected under direct observation.

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

1. The MRO will disclose such information to the Village, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
2. The MRO will disclose such information to the Village, if in the MRO's reasonable medical judgment, the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. [The split specimen testing at another laboratory will be at the employee's expense].

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the Village that another specimen must be immediately recollected under direct observation.

## Confidentiality and Recordkeeping

### A. Confidentiality

The Village will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law. In addition, the Village's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the Village may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.) The Village may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

#### B. Access to Facilities and Records

Upon written request by any covered employee, the Village will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Village will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the Village will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

#### Employee Assistance Program/Substance Abuse Professional

##### A. Employee Education

The Village will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the Village policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol

or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

1. Display and distribution of informational material
2. Display and distribution of a community service hotline telephone number or employee assistance program.

Copies of the above materials and this policy will be distributed to each employee hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The Village will retain the original of the signed certificate and will provide a copy to the employee, if requested. The Village will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

#### B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

#### Discipline

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the Village will take the following disciplinary action against any individual who violates this policy.

##### A. Applicants

An individual who tests positive on a pre-employment drug test will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position.

##### B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.04 or greater will be subject to discipline, up to and including termination of employment with the Village. Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be subject to discipline up to and including termination of employment with the Village.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time suspended will be without pay. Any employee who tests 0.02-



0.039 alcohol concentration on more than one occasion will be terminated from employment with the Village.

## Recordkeeping and Reporting

### A. Retention of Records

The Village will maintain records relating to this policy as outlined in 49 CPR Parts 40 and 382. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

### B. Management Information System Reporting

The Village must comply with mandatory reporting to the Clearinghouse by the close of the third business day following the date on which any adverse drug and alcohol testing information was obtained.

### C. Annual Review Process

Annually the Village is required to perform a limited query in the Clearinghouse to check if employees have any new violations. The employee is required to provide a limited consent form specifying the time range. This form will be retained in the employee's qualification file. If no records found in the Clearinghouse, then no further action is required. However, should records be found in the Clearinghouse for queried driver a full query must be conducted for violation and/or return-to-duty details to be released. The employee is required to provide consent for a full query within 24 hours. If not, the employee is removed from safety-sensitive functions. Should the full query reveal the employee received a violation and no negative return-to-duty test result, he/she is removed from safety-sensitive functions. However, should the full query reveal the employee has no violations or a violation and a negative return-to-duty test result, no further action will be taken by the Village.

**APPENDIX G**  
**ELIGIBILITY FOR MERIT BASED PROMOTION**

**Eligibility for Merit Based Promotion:**

The Village reserves the right to define required promotional qualifications and performance standards in order to promote the most qualified candidate. Promotion decisions will be made in a non-arbitrary or capricious fashion.

Below are general guidelines outlining eligibility requirements to advance from Maintenance Worker to General Utility Worker I, General Utility Worker I to or General Utility Worker II or General Utility Worker II to Crew Leader (limited to 2 employees).

- A. Prior to the time he/she is seeking promotion, the employee has held the corresponding level I position for a minimum period of 2 years as of the time he/she is eligible for promotion to the corresponding next level position.
- B. The employee is certified by the division Superintendent/Supervisor and Crew Leader, that he/she is proficient and capable in the operation of all division specific equipment and possesses the skills and proficiency required of the position.
- C. The employee has achieved an overall review rating of 3.0 or greater on the 2 most recent annual performance evaluations conducted prior to the time he/she is eligible for promotion.
- D. The employee has a work record/personnel file that is free of any record of disciplinary action resulting in a written warning or greater within the 2-year period immediately prior to the time he/she is being promoted.
- E. The employee has not abused sick leave benefits within the 2-year period immediately prior to the time the employee is being promoted.
- F. The employee has maintained a satisfactory record of overtime callout response for all callouts with the 2-year period immediately prior to the time the employee is being promoted.
- G. In addition to the requirements above, the following credentials are required:

- (a) General Utility Worker I: tanker endorsement, and 1 of the following: Applicator License, Illinois Arborist Certification, Class A CDL, or other certification as determined by Management.
- (b) General Utility Worker II and Crew Leader: tanker endorsement, Class A CDL and 1 of the following: Applicator License, Illinois Arborist Certification, or other certification as determined by Management.

An employee who is promoted shall be placed in the next highest step in the new classification that would result in a raise with a minimum increase of 3%. The employee's anniversary date shall remain his/her hire date, not the promotion date or step. Promotions are considered as part of the annual budget process and typically effective January 1<sup>st</sup> of the following year, but the Village reserves the right to advance employees earlier.