

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

and

THE VILLAGE OF POPLAR GROVE

AGREEMENT

Through April 30, ~~2028-2025~~

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PREAMBLE

The Employer and the Union each represent that the purpose and of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, prompt and equitable resolution of disputes and of employment.

AGREEMENT

This Agreement has been made and into by and between the Village of Poplar Grove, Illinois, (hereinafter to as the "Employer") and International Union of Operating Engineers, Local 150, (hereinafter to as the "Union"), on behalf of certain described in Article I.

ARTICLE I

SECTION 1.1

In compliance with the Decision and Certification of Representative, issued by the Illinois State Labor Relations Board in Case No. S-RC-09-107, the Employer recognizes the Union as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 1.2

In accordance with the aforesaid Decision and Certification of Representative, the provisions of this Agreement shall cover and be applicable to only those employees in the "Bargaining Unit" described and limited as follows: ****INCLUDED:** All full-time employees of the Village of Poplar Grove Public Works Department employed in its Wastewater Treatment Plant; Water Department; and Street Department.

****EXCLUDED:** All other employees of the Village of Poplar Grove. All supervisory, managerial and confidential employees of the Village of Poplar Grove as defined by the Act.

The Village may not employ more than three seasonal or temporary employees at any time. Moreover, the Village may not use seasonal or temporary employees to perform work traditionally performed by bargaining unit employees.

SECTION 1.3: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual

agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The Employer shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice with supervisor approval of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall allow the Union space for one (1) bulletin board for the sole and exclusive use of the Union.

ARTICLE III UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions to the Employer.

SECTION 3.2: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.3: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

SECTION 3.4

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization from an approved list of charitable organizations made by the Illinois Labor Relations Board. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

ARTICLE IV HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Except as set forth herein, the hours for bargaining unit employees are from 7:30 a.m. to 4:00 p.m. Monday through Friday. The designation of the shift in the aforementioned sentence is at the discretion of the employee with approval by the Public Works Director, provided, however, that no less than 2 employees are scheduled on a given shift.
- (C) All overtime must be approved by the Public Works Director in advance.
- (D) The Employer may hire part-time employees on a schedule established by the Employer consistent with this Agreement, or may allow existing employees to work a part-time schedule agreed upon by the Employer and the Union.

SECTION 4.2: LUNCH/REST PERIODS

- (A) There shall be two (2) paid rest periods of fifteen (15) minutes each during each regular eight (8) hour shift; one during the first half of the shift and one during the second half of the shift. The rest period shall be uninterrupted, except for emergency situations, and shall be scheduled by the supervisor.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work early, or shall be compensated at the appropriate rate.

SECTION 4.3: MANDATORY REST PERIOD

Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed a rest period of eight (8) consecutive hours.

SECTION 4.4: OVERTIME COMPENSATION

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

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 4.1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays and Sundays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

SECTION 4.5: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime on a reasonably equal basis amongst those qualified employees who usually perform the type of work at issue on a rotating basis, starting with the most senior and continuing thereafter. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations.

The employment of part-time, temporary or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.6: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime 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.

SECTION 4.7: ON-CALL

The Employer shall make on-call assignments as follows:

- A. One employee shall be scheduled to be on-call from ~~7:30~~~~8:00~~ am on Monday until 7:~~29~~~~59~~ am the following Monday (one week). Each employee shall be inserted into the on-call schedule by seniority and the schedule will rotate after that.
- B. ~~Effective May 1, 2025, o~~On-call employees shall be compensated \$~~150~~~~125~~.00 for each week, to be calculated on a daily basis of \$21.43 per day -they are in on-call status and employees may switch their on-call status with another qualified employee, on a daily basis, with Supervisor approval.
- C. If an on-call assignment falls on a recognized holiday, that employee shall receive an additional \$30.00 for each holiday he is on-call.
- D. On-call employees must remain sober (as defined by CDL requirements), be readily available to work and provide a primary telephone number at which they may be contacted. Under normal conditions, an employee must be able to reach his reporting location within a reasonable period of time after being notified of the need to respond to the call-out. If an employee has taken sick leave and is unable to work a call out due to his or her own illness or injury, the on call assignment will be reassigned by the Public Works Director.

SECTION 4.8: COMPENSATORY TIME OFF

Subject to the reasonable approval of the employee's supervisor, an employee entitled to overtime pay may elect to take compensatory time off in lieu of receiving overtime pay in accord with the provisions of the Fair Labor Standards Act. Compensatory time shall be taken in one hour time blocks. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than one hundred (100) hours of compensatory time in a given year. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time once per year. Unused compensatory time will be cashed out during the last pay period of the calendar year, except that 40 hours may be carried over from year to year. The employer may require an employee to use accrued compensatory time.

ARTICLE V SENIORITY

SECTION 5.1: SENIORITY DEFINED

Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's most current date of hire. Seniority ranking for employees commencing employment on the same date shall be determined by lottery. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, and failure to return from a leave of absence. However, if an employee returns to employment in the bargaining unit for the Employer within twelve (12) months, the employee's seniority shall be restored to that which the employee had on the date of the break in service.

SECTION 5.3: SENIORITY LIST

The Employer will furnish to the Union upon reasonable request, but not more than every three (3) months, a current seniority list, including the name, address, date of hire, job classification and rate of pay of each employee. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

Newly hired employees shall be probationary employees until ninety (90) calendar days from the date of hire and shall not have seniority. During this probation period, the Employer may layoff, suspend, discharge or discipline newly hired probationary employees for any reason whatsoever, and such action shall not constitute a basis for a grievance. Upon successful completion of the probationary period, a newly hired employee's seniority will commence as of his employment date. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

ARTICLE VI LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least twenty-one (21) days notice of any layoffs and bargain the effects thereof, except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, the Village will lay off the least senior employees within a classification who do not have the skills and abilities to continue delivery of needed Village services. The Village will consider licenses, certifications and skill and ability in making this determination, as well as its need for the employee's skills and abilities.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

The Village shall send notice by certified mail of recall to the recalled employee's last known address. An employee who receives a recall notice shall be required to respond to such notice within seven (7) days of the date of such notice, by contacting the Village employee described in such notice. Employees shall be required to report to work no later than fourteen (14) days after the date of the notice of recall. The dates of required notification to the Village and of reporting back to work shall be specified in the notice of recall. An employee who does not contact the Village within the time limit provided, or does not report for duty within the time limit provided, or who otherwise declines recall, shall be removed from the layoff list, and shall be ineligible for further recall.

ARTICLE VII DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

Maintenance of discipline is the sole and exclusive responsibility of the Employer. However, no employee shall be disciplined or discharged except for just cause. Discipline shall include but not be exclusive of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be

allowed to be present and participate in such discussions. A written warning, suspension or discharge may be justified in some cases for the first or any later offense. Discipline shall be appropriate to the circumstances.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

SECTION 7.3:

After twenty-four (24) months, the Employer will not consider for disciplinary purposes any conduct of an employee for which the employee did not receive at least a written warning.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A "grievance" is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express, written provision of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed by the Union Steward or by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: VILLAGE PRESIDENT

The Union may submit a written grievance to the Village President or his/her designee within ten (10) business days of the event giving rise to the grievance or the Union's or employee's reasonable knowledge of the events giving rise to the grievance, whichever is later. The Union is deemed to have reasonable knowledge of the events giving rise to any grievance concerning discipline within two business days after the Employer mails a notice of the discipline to the Union office. The Employer or the Union may request a conference to attempt to adjust the matter. The Village President or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal. A business day shall exclude Saturdays, Sundays and legal holidays.

STEP TWO: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within thirty (30) business days of the Step One response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. If either party objects, another panel will be requested and another arbitrator selected. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike, with the Union taking the first strike in the first arbitration. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. Nothing in this Agreement waives either parties' right to present questions of substantive arbitrability to a court of law.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the Federal Mediation and Conciliation Service shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the specific 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: SETTLEMENTS AND TIME LIMITS

- (A) Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Grievances not responded to within the time limits shall automatically advance to the next step.
- (B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

SECTION 8.6

In any situation in which an employee is directed to take specific employment action which the employee feels may be a violation of the Agreement and/or the subject of a grievance, it shall be the responsibility of the employee to perform the employment action and to submit the matter to grievance, if desired, after completion. If the employee reasonably believes (1) the employment action will present a clear and present danger of personal injury to himself or another person or (2) the employment action requested is a violation of state or federal law, the employee may refuse to perform the employment action and shall submit the matter to the grievance procedure.

ARTICLE IX HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are:

New Year's Eve Day	New Year's Day
Memorial Day	Independence Day
Christmas Eve Day	Labor Day
Christmas Day	Floating Holiday
Thanksgiving Day	Day after Thanksgiving Day
Good Friday	

All time earned for a floating holiday must be taken on or before December 30 of each year, and all floating holidays not used by December 30 will be lost. No employee is entitled to payment for the value of any floating holiday upon separation of employment

Other than the above, floating holidays will be scheduled under the same terms and conditions provided for vacation in Article X.

SECTION 9.2: SPECIFIC APPLICATIONS

- A. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
- B. If a public works emergency precludes voting, the Employer will make a reasonable period of paid time off available to vote.

SECTION 9.3: HOLIDAY PAY

All full-time employees shall receive eight (8) hours pay for each holiday. Part-time employees shall receive a prorated amount, based on the number of hours the employee averages during a normal work week. Employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday. To be eligible for holiday pay, the employee cannot have unexcused leave on the employee's last scheduled work day before the holiday or the first scheduled work day after the holiday.

ARTICLE X VACATIONS

SECTION 10.1: VACATION ACCRUAL

Full-time bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Available</u>
1 Year	5 Days
3 Year	10 Days
5 Years	15 Days
10 Years	17 Days
15 Years	20 Days

SECTION 10.2: VACATION USAGE

- A. Up to eighty (80) hours of unused vacation may be extended into the following year provided no employee may be entitled to more than his/her regular vacation time plus eighty (80) hours in any one year. Part-time employees may extend up to forty (40) hours of unused vacation time into the following year.
- B. New employees shall be eligible for vacation usage after successfully completing their probation period on a prorated basis.
- C. Vacation may be used in increments of one hour or more.

- D. All bargaining unit employees shall be granted their vacation leave on a calendar year basis, beginning January 1 each year. Should an employee separate employment prior to December 31', vacation will be prorated to the date of separation.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- A. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
- B. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

SECTION 10.4

Time spent by employees while on unpaid medical or personal leaves shall not be counted as time worked for purposes of computing vacation benefits.

SECTION 10.5

When a holiday falls on an employee's regularly scheduled work day during the employee's scheduled vacation, the employee will be paid for the holiday and retain the vacation day.

SECTION 10.6

An employee must provide his or her supervisor at least 7 calendar days notice to schedule any vacation of 5 days or more, or at least 2 calendar days notice for any vacation less than 5 days. The supervisor can waive the required notice without setting any precedent.

ARTICLE XI SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Full-time employees shall accrue paid sick leave at the rate of fifty six (56) hours per year. Employees may accrue a maximum of 180 hours for their own use. Employees may accrue sick leave in excess of 180 hours for **IMRF** credit purposes only.

SECTION 11.2: SICK LEAVE USE

Sick leave to which the employee is entitled will be granted because of personal illness, emergency trips to the doctor or dentist, illness in the immediate family, or legal quarantine. For purposes of this section, "immediate family" is defined as the employee's spouse, party to a civil union, children, parents, foster or step-children, or grandchildren living with the employee. Such time may be used in increments of one (1) hour or more.

Sick leave may be granted in minimum one (1) hour blocks.

To be eligible for sick leave compensation, the bargaining unit member shall notify the Public Works Director a minimum of thirty (30) minutes prior to their scheduled work time excluding exigent circumstances (e.g., auto accident). If an employee has taken sick leave during their on-call period, the on-call assignment will be reassigned by the Public Works Director.

An accepted medical note by a licensed physician may be required at the discretion of the Public Works Director, or their designee by the bargaining unit member under the following circumstances:

A.) The health or injury related absence lasts more than three (3) days;
B.) The requested sick leave is immediately before or after a holiday or vacation day; or
C.) The health or injury occurs frequently or habitually, and the employee has been notified or warned that a physician's note is required.

Should sick leave benefits ~~be~~ exhausted in the case of a prolonged personal illness. Employee may utilize accrued vacation leave in lieu of sick leave under the terms of Section 12.4. ~~The Village may require an Employee to provide a medical release for return to work after an illness or injury after five or more (5) working days absence or use of any form of medical leave of five (5) or more working days.~~

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

SECTION 11.4: VACCINATIONS

Employees shall notify Employer of needed vaccinations, and shall obtain necessary vaccinations and/or boosters. Employees will be provided with hepatitis A and B, tuberculosis and tetanus vaccinations at no cost to the Employee at the Boone County Health Department or reimbursed for those vaccinations at the Boone County Health Department rate.

SECTION 11.5 SICK LEAVE ABUSE

Sick leave is intended to protect sick or disabled employees from loss of income and will not be used as vacation time. Suspected abuse of sick leave will be investigated and violations of policy will result in discipline up to and including termination.

SECTION 11.6 UNPAID LEAVE OF ABSENCE

An unpaid sick leave of absence in the Employer's discretion may be granted to an employee whose illness or disability continues beyond the employee's accumulated sick leave. The employee must

submit a physician's statement supporting the leave request and a physician's statement supporting the employee's ability to return to work where leave was approved.

SECTION 11.7 WORKERS COMPENSATION

In the event that an employee is disabled in a service connected injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois Workers' Compensation Insurance Laws.

ARTICLE XII LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

The Employer may grant leaves of absence without pay to all employees who have completed at least one (1) year of service for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

Request for unpaid leave of absence or any extension of a leave must be submitted in writing to the employee's supervisor at least 30 days prior to commencement of the leave period or the extension. The supervisor will forward the request to the Village President recommending approval or disapproval, but the final decision will be made by the Village President.

All employee taking a leave of absence should utilize all accrued vacation. An employee is required to pay for his/her own insurance while on unpaid leave of absence.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. If the employee must travel more than 500 miles to attend the funeral, he/she shall be granted five (5) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, party to a civil union, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, grandparent or step-grandparent, aunt, uncle, niece, nephew, grandchildren, mother-in-law, father-in-law, parents of a party to a civil union, grandparent-in-law, brother-in-law, and sister-in-law.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The Employer will follow the Family and Medical Leave Act. The relevant twelve 12 month period is a rolling twelve 12 month period measured backward from the date an employee uses any leave.

SECTION 12.5: JURY DUTY LEAVE

Leave with pay will be granted to full-time bargaining unit employees for time spent in jury and grand jury service. Employees shall be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury service on a scheduled work day.

ARTICLE XIII HEALTH INSURANCE

SECTION 13.1 HEALTH INSURANCE

The Employer shall pay the remaining premium for hospital and major medical coverage after full-time employees pay eighteen percent (18%) of the single and family premium. The participating employee is responsible for any copayments, deductibles or other charges required by the program he or she selects.

SECTION 13.2 LIFE INSURANCE

The Village is a partner with the IMRF member of National Conference on Public Employee Retirement Systems (NCPERS) Voluntary Life Insurance Plan. All full-time employees will be enrolled in the benefit from group term life insurance. The full cost of this coverage is paid by the Village. Benefits are outlined in the certificate of insurance provided to all employee participants.

SECTION 13.3

The Employer shall have the right to change to or from a self-insurance program and/or to change carriers or coverages and to institute cost containment measures relative to insurance coverage which may include, but not be limited to, (a) increase in deductible or co-insurance, (b) mandatory second opinions for elective surgery, (c) pre-admission and continuing admission review, (d) prohibition on weekend admissions except for emergency situations, and (e) mandatory out-patient elective surgery for certain designated surgical procedures as long as the basic level of benefits to the employees remains substantially the same.

ARTICLE XIV EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. The Employer shall pay for all tolls incurred during travel to the training/school session. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. In the event that

an employee needs to stay overnight at such training/school session, the Employer will reimburse the reasonable cost of lodging to the Employee.

Employees shall be reimbursed up to the maximum meal costs stated, upon presentation of original meal receipt on a detailed expense report. The Village will not reimburse for any alcohol consumption expenses.

Breakfast \$8.00

Lunch \$12.00

Dinner \$20.00

SECTION 14.2: CDL LICENSE

When a bargaining unit employee obtains and/or renews a Commercial Driver's License, the Employer shall reimburse the bargaining unit employee for the cost of said license; including renewals and any endorsements, based on receipts submitted to the Employer within thirty (30) days. This Section does not require the Employer to reimburse the Employee for expenses prior to the ratification of the first contract or before their date of hire.

SECTION 14.3: EDUCATIONAL INCENTIVE

With Department Head prior approval, bargaining unit employees who voluntarily participate in an education and training program applicable to Employer interest shall be eligible to receive reimbursement for tuition, registration and other items charged by the educational institution necessary to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

ARTICLE XV SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

The Employer and the union agree that protecting the safety and health of the employees in their work demands great concern on the part of both the Employer and the Union. In order to promote this concern among all employees, as individuals and as members of units, the Employer and the Union urge every employee to continue to improve safety and health in the working conditions of their employment, and where appropriate, to make suggestions for this improvement to their immediate supervisor, any Trustee or the Village President.

SECTION 15.2

The Employer agrees to attempt to provide a safe environment for the welfare of its employees and the public it serves.

SECTION 15.3

The employees agree to use and maintain in good working condition all safety and personal protection equipment; to obey all safety rules, government regulations, signs, markings and instructions; to report any condition or practice that may cause injury or damage to equipment; and to report any accident or injury, no matter how minor, to their supervisor immediately.

SECTION 15.4: EMPLOYEE ASSISTANCE PROGRAM

The Employer and Union shall jointly develop a mutually satisfactory Employee Assistance Program for the benefit of bargaining unit members and other Village employees. The costs of any such program shall be borne by the Employer. The Employer shall establish a committee to plan and implement such a program with representation on the committee consisting of equal numbers of members of the Village and members of the Union.

No information derived from such a program shall be used to demote or economically harm an employee and shall remain strictly confidential.

ARTICLE XVI LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

Labor-management conferences shall not address grievances and arbitrations. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XVII NO SUBCONTRACTING

The Village shall not subcontract any work currently performed by employees covered by this Agreement which would result in a layoff of bargaining unit employees.

ARTICLE XVIII UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/FOOTWEAR

~~The Employer shall provide bargaining unit employees with an annual allowance of \$900.00 to be used for the purchase of uniforms. The Employer will provide a uniform service for pants for the Employees at its cost, and will consider the Employee's preferences concerning the pants supplied.~~
The Employer will supply the Employees with T-shirts. The Employer will provide the Employees up to \$~~300~~250.00 boot allowance per employee per year for the purchase of work boots.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear. Upon separation, all employees shall return to the Village protective clothing and safety gear issued by the Village.

ARTICLE XIX PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

Personnel record will be made available during regular business hours for an employee and/or his/her designee to review upon written request.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at the actual cost of copying, as soon as copies can be made, but no later than seven (7) days after the request is made by the employee.

ARTICLE XX NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

The Employer, Union and all employees shall continue to comply with the applicable state and federal laws prohibiting discrimination, including discrimination on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental, emotional and/or physical disability, or sexual orientation. As these terms are defined by Illinois statute, the United States Code and corresponding regulations, any claims of discrimination must be pursued in the appropriate state or federal court, not under the grievance procedures of this Agreement.

SECTION 20.2: UNION ACTIVITY

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or nonmembership or the exercise of their lawful rights.

ARTICLE XXI NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, there shall be no strikes, cessation of work or boycotts.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit.

ARTICLE XXII BARGAINING RIGHTS

SECTION 22.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively as provided in this Agreement with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.2: ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties with respect to the terms and conditions of employment.

SECTION 22.3: MANAGEMENT RIGHTS

Rights reserved to management of the Village include, but are not necessarily limited to, the right to:

- (1) direct, plan and control Village operations and the services to be delivered to the citizens;
- (2) establish and change work schedules;
- (3) hire, promote, assign work to, transfer and demote employees as needed to insure maximum mobility of employees and efficiency of operation;
- (4) discipline, suspend or discharge employees for just cause;
- (5) select the managerial and supervisory employees;
- (6) Layoff, furlough or reduce hours for any legitimate reason;
- (7) Make, change and enforce reasonable work rules, regulations, policies and practices;

- (8) Introduce new and improved methods or facilities, or to change existing methods or facilities;
- (9) establish quality and quantity standards of performance by employees;
- (10) control the use of Village property and the sources of services and supplies;
- (11) establish, change, combine or abolish job classifications and the content of job classifications;
- (12) Determine the hours of work and to prescribe overtime

The listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed herein, whether or not such rights have been exercised by the Employer in the past.

SECTION 22.4

The Employer reserves the right to seek applicants for employment and to hire employees from any source whatsoever and further reserves the exclusive right to determine, solely within its own discretion, the qualifications for employment, and the qualifications of each applicant for employment.

SECTION 22.5

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibility and obligations of the Employer.

ARTICLE XXIII WAGES

SECTION 23.1: WAGE RATES

-	-	<u>4.00%</u>	<u>4.00%</u>
-	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>Start</u>	<u>\$23.00</u>	<u>\$23.92</u>	<u>\$24.88</u>
<u>After Year 1</u>	<u>\$23.80</u>	<u>\$24.75</u>	<u>\$25.74</u>
<u>After Year 2</u>	<u>\$24.63</u>	<u>\$25.62</u>	<u>\$26.64</u>
<u>Martenson</u>	<u>\$29.77</u>	<u>\$30.96</u>	<u>\$32.19</u>
<u>Knighten</u>	<u>\$25.49</u>	<u>\$26.51</u>	<u>\$27.57</u>
<u>Rucker</u>	<u>\$24.63</u>	<u>\$25.62</u>	<u>\$26.64</u>
<u>Salley</u>	<u>\$24.63</u>	<u>\$25.62</u>	<u>\$26.64</u>

	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>
<u>Start</u>	<u>\$21.90</u>	<u>\$21.90</u>	<u>\$21.90</u>
<u>After Year 1</u>		<u>\$22.56</u>	<u>\$22.56</u>

After Year 2			\$23.23
Kyle Martenson	\$24.65	\$26.15	\$27.44

~~The starting wage shall be \$21.90 effective May 1, 2022. A new employee hired following the execution of this agreement must complete twelve calendar months of employment before receiving a wage increase. Following twelve calendar months of employment, the new employee shall receive a 3% annual increase outlined above.~~

Any bargaining unit member who obtains and maintains a pesticide license shall receive a 25¢ per hour stipend for said license and any bargaining unit member that obtains and maintains a Turf or ROW license shall receive a 25¢ per hour stipend for said license. The maximum per hour stipend for any bargaining unit employee pursuant to this Section shall be 50¢ per hour.

The Employer agrees that it will enter into negotiations concerning changes to this section with the Union, on the Union's written notice to the Employer on or before ninety (90) days before said termination.

SECTION 23.2: LONGEVITY COMPENSATION

For each consecutive year of employment, employees shall be compensated according to the following schedule:

Ten (10) consecutive years of employment = 2% added to base wage rate on 10th anniversary.
Fifteen (15) consecutive years of employment = 2% added to base wage on 15th anniversary.

SECTION 23.3 CLASSIFICATIONS

Employer and Union recognize the following classifications: Designated Class C Water Operator, Designated Class 1 Wastewater Operator, Laborer.

**ARTICLE XXIV
DRUG AND ALCOHOL POLICY**

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix A, attached hereto and made a part hereof.

**ARTICLE XXV
FILLING OF VACANCIES**

SECTION 25.1: POSTING

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 on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

For purposes of promotion or transfer where the skill and ability to perform the work of employees are at least equal, as determined by the Village, the Village will promote or transfer the most senior employee who has the skills and abilities for the division and classification. The Village will consider licenses, certifications and skill and ability in making this determination.

**ARTICLE XXVI
SAVINGS CLAUSE**

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

**ARTICLE XXVII
TERMINATION**

SECTION 27.1

This Agreement shall be in full force and effect as of the date of its execution and shall remain in effect until midnight of April 30, ~~2028~~2025, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail on or before ninety (90) days prior to the aforesaid termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2022, in the Village of Poplar Grove.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150

James M. Sweeney
President-Business Manager

Steve Karpowicz
Business Representative/Organizer

VILLAGE OF POPLAR GROVE

~~Don Sattler~~Kristi Richardson, Village President

APPENDIX A DRUG AND ALCOHOL POLICY

1. PROHIBITIONS

a. Prohibited Alcohol-Related Conduct

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

- i. Using alcohol on the job.
- ii. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
- iii. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
- iv. Having used alcohol during the four (4) hours before going on duty.
- v. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
- vi. Refusing to submit to a required alcohol test.

b. Prohibited Drug-Related Conduct

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

- i. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely:
 1. Marijuana (THC metabolite)
 2. Cocaine
 3. Opiates (morphine and codeine)
 4. Phencyclidine (PCP)
 5. Amphetamines
- ii. Being in possession of any unauthorized controlled substance,
- iii. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
- iv. Refusing to submit to a required controlled substances test.

c. Reporting Requirements for Prescribed Controlled Substances

- i. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of

- his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
- ii. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

2. CATEGORIES OF TESTING

a. Post-Accident Testing

- i. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
 - 1. The accident involved the loss of life, or substantial property damage; or
 - 2. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - a. Injury requiring medical treatment away from the scene: or
 - b. One or more vehicles having to be towed from the scene.

ii. Post-Accident Alcohol Testing

- 1. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
- 2. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- 3. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
- 4. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

iii. Post-Accident Drug Testing

- 1. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- 2. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

b. Random Testing

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

i. Restricted Period

1. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
2. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

ii. Frequency

1. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate .
2. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

iii. Selection

1. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
2. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

c. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- i. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- ii. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- iii. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
- iv. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
- v. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including, at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

d. Return to Duty Testing

- i. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until she takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
- ii. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

e. Follow-Up Testing

- i. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
- ii. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.

f. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker,

employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

3. TESTING PROCEDURES

a. Drug Testing Procedures

i. Collection Site

1. Once a drug test is announced, an employee shall go directly to the collection site.
2. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or nonprescription medication s/he is using.
3. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
4. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
5. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
6. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

ii. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MKO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

b. Laboratory Analysis

- i. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

- ii. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- iii. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GCIMS) method.
- iv. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS certified laboratory for testing.
- v. Primary Specimen Test Results

1. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

2. Positive Test Results

- a. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- b. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.
 - i. If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - ii. If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.
- c. The employee shall remain out of service pending the result of the split sample analysis.

3. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the

split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

- i. If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
- ii. Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

e. Inability to Provide Adequate Sample

- i. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- ii. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1. The employee shall be placed out of service until this determination is made.
 - 2. If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

f. Alcohol Testing Procedures

i. Screening Test

1. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
2. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATS under any circumstances.

ii. Testing Site

1. Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
2. Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
3. An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
4. Once testing is complete, the BAT shall show the results to the employee.

iii. Screening Test

1. If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
2. If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

iv. Confirmation Test

1. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
2. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
3. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

v. Inability to Provide an Adequate Amount of Breath

1. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
2. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
3. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
4. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
5. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
6. The Employer shall pay any medical fees assessed for the examination.

4. CONSEQUENCES OF POSITIVE TEST RESULTS

- a. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.
- b. Refusal to Provide a Blood, Breath, or urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action, up to and including discharge of the employee. If the employee is physically unable to provide a urine specimen, the Village may request a blood specimen for Laboratory testing.
- c. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.
- d. Drug-Related Conviction: The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- e. Alcohol Related Offenses: The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and

convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest conviction.

- f. Discipline: Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

5. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

a. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

b. Conditions Under Which the Employer Must Release Records

- i. To the employee, upon written request.
- ii. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
- iii. To a subsequent employer pursuant to written consent of the former employee.
- iv. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

6. EMPLOYEE ASSISTANCE PROGRAM

a. Voluntary Referral

i. Before Testing

- 1. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- 2. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- 3. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

ii. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

b. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential

c. Rehabilitative Leave of Absence

i. Accrued Leaves of Absence

An employee may use any accrued leave (e.g, sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

ii. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective B—I-gaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.