

# VILLAGE OF LYONS

Department of Public Works Agreement

January 1, 2020 to December 31, 2029

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**Appendices**

- A. Grievance Form
- B. Salary Schedule

## **PREAMBLE**

This agreement ("Agreement"), entered into as of November \_\_, 2019 ("Effective Date"), between the Village of Lyons, hereinafter referred to as the Employer or as the Village, and S.E.I.U. Local 73, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

There is none and there shall be no individual arrangements or agreements made covering any part of this Agreement which is contrary to the terms herein provided. Either party hereto will be entitled to require specific performance of the provisions of this Agreement.

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1. Recognition**

##### **A. Exclusivity**

The Village recognizes S.E.I.U. Local 73, Public Works Division, as the sole and exclusive bargaining agent for those employees in the defined bargaining unit commonly described as Public Works employees, all classifications Re: ISLRB Certification, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Employees will mean all employed, classified employees in the Union who are classified in the classifications contained in the defined bargaining unit.

##### **B. Bargaining Unit**

The following persons are specifically excluded from the terms and conditions of this Agreement:

Superintendent of Public Works

##### **C. Classification of Employees**

Employees shall be divided into the following Classifications:

- C.1 Tier I employees shall consist of all employees employed by the Village as of the Effective Date of this Agreement, specifically the following individuals and no others - Marco Cozzi, John Czaplicki, Scott Scheman and Rich Vabro.
- C.2 Tier II employees shall consist of all Employees hired after the Effective Date of this Agreement.

## **Section 2. Probationary Employees**

- A. Probationary employees are defined as those employees with less than eighteen (18) months of employment with the Village.
- B. Probationary employees are "at will" employees and may be terminated at the discretion of the Village.

## **Section 3. Official Spokesperson**

It is understood and agrees that the Executive Director, Public Works Division, S.E.I.U., or his/her designee will be the official spokesperson for the Union in any matter between the Union and the Employer.

## **Section 4. Intent**

The Village and the Union agree that the basic intent of the Agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment conducive to the efficient operation of all services provided by the Employer.

# **ARTICLE II**

## **UNION SECURITY AND CHECK-OFF**

### **Section 1. Deductions**

The Village agrees to deduct the Union membership, initiation fee, assessments, and, once each month, dues from the pay of those employees who individually request in writing that such deductions(s) be made. The amount deducted shall be certified to the Village by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, along with an itemized statement to the Treasurer by the 10th of the (current succeeding) month, after such deductions are made. The Village's remittance will be deemed to be correct if the Union does not

give written notice to the Village within two (2) calendar weeks after remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect.

## **Section 2. Indemnification**

The Union shall indemnify the Village and any Department of the Village and hold it harmless against any and all claims, demands, suits, legal costs, or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the Village or any Department of the Village, at the direction of the Union for the purpose of complying with the provisions of this article.

# **ARTICLE III**

## **ANTI-DISCRIMINATION**

### **Section 1. No Discrimination**

The Union and the Village agree not to discriminate against employees covered by this agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical handicap. The provisions of this Article do not apply to hiring practices with regard to the handicapped.

### **Section 2. Rights Under the Agreement**

No employees covered under this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

### **Section 3. Gender Reference**

All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

### **Section 4. ADA Compliance**

Nothing in this Agreement shall be construed to prevent the Village from taking any action or establishing any policy which is either consistent with or required by the Americans with Disabilities Act of 1990 (ADA). If the Village's actions in compliance with the ADA conflict



with any provision of this Agreement, such actions in furtherance of ADA compliance shall supersede.

## **ARTICLE IV**

### **UNION VISITATION AND UNION BUSINESS**

#### **Section 1. Visitation by Union Personnel**

- A. Employees or accredited representatives of the Union shall be admitted to the property of the Village during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, only on complaint of an employee. When an area or building belonging to the Village is considered hazardous, then the Village shall provide a responsible escort to that Union Officer or Accredited Representative, provided that this service is arranged for in advance with the supervisor in charge of that building or area considered hazardous.
- B. A Representative or Officer shall be able to talk with the employees during working hours, providing he has notified the supervisor of his presence and limit his time to not more than (30) minutes.

#### **Section 2. Leaves of Absence for Union Business**

Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment shall, at the request of the Union, receive leaves of absence for periods not to exceed two (2) years or the term of the office, whichever may be shorter and upon return from such leave be re-employed at a job which would be equivalent to the job they left in performance and monetary compensation, if a vacancy exists.

## **ARTICLE V**

### **UNION DELEGATES AND REPRESENTATIVES**

#### **Section 1. Recognition**

The Village recognizes and shall deal with the appropriate Chairman of the House of Delegates, Delegates, and other officials listed in Article I in all matters relating to this Agreement.

#### **Section 2. Delegates**

- A. The Union shall arrange through a procedure set up by the Union to elect or appoint Delegates in all Departments or Sections. All Delegates will be granted reasonable time off during working hours to investigate and settle grievances on the job site, which is within their jurisdiction, without loss of pay, under the provisions set forth in Section 2, B., below.

- B. Under this Agreement the Union is permitted a maximum of two (2) Delegates in the Bargaining Unit one Delegate shall be elected to the Primary Delegate and one Alternate Delegate only the Primary Delegate will investigate and settle grievances. The Alternate Delegate will act in the absence of the Primary Delegate.

### **Section 3. Grievance Discussion During Working Hours**

Any employee who requests to discuss a grievance matter with his/her Delegate during working hours shall request and receive authorization, without loss of pay, from his/her immediate supervisor if work conditions permit and discussion does not exceed thirty (30) minutes per incident.

### **Section 4. No Discrimination**

The Village will not discriminate against Delegates.

### **Section 5. List of Delegates**

A written list of Delegates shall be furnished to the Village prior to the effective date of assuming their duties of office. The Union shall notify the Village promptly of any changes of such Union Delegates. No Union Delegates will perform any grievance work unless the above has been complied with.

### **Section 6. Permitted Delegate Activities During Working Hours**

The Village agrees that during hours of work, on the Village's premises and without loss of pay, Village of Lyons Public Works Delegates shall be allowed to:

- (a) Post Union notices on designated bulletin boards;
- (b) Attend negotiating meetings if held during regular work hours;
- (c) Consult with the Village's Representative.

## **ARTICLE VI**

### **EMPLOYER RIGHTS AND OBLIGATIONS**

#### **Section 1. Management Rights**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Department of Public Works and/or Water Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's rights to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control, and determine the operations or services to be conducted in or at the Department of Public Works and/or Water Department or by the

employees 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, from time to time, to change those standards; to assign overtime; to assign and transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to maintain discipline, order and efficiency; to make , alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village, to hire, promote, demote, suspend, discipline, or discharge for just cause, in keeping with the principles of corrective and progressive discipline or relieve employees due to lack of work, shortage of appropriated funds, or for other legitimate reasons; to make and enforce reasonable rules regulations, policies, and procedures; to change methods, equipment or facilities provided, however, that the exercise of the above rights shall not conflict with any of the provisions of this Agreement, nor shall they be exercised in an unreasonable, inequitable, arbitrary, or capricious manner.

## **ARTICLE VII**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1. Purpose of Article**

The provisions of this Article are intended to provide the basis for calculating overtime pay or earning and using compensatory time.

#### **Section 2. Work Week**

The normal workweek for employees shall consist of five (5) consecutive workdays in a pre-established work schedule totaling forty (40) hours.

#### **Section 3. Work Day**

For employees on a five (5) day workweek the normal day shall consist of eight (8) hours, except that the work day shall be interrupted by a duty-free 30 minute meal period. In addition, the workday shall be interrupted by one fifteen (15) minute A.M. break, and one ten (10) minute P.M. break. If excessive time would be required to secure a work site to allow a work break to occur at the Village Garage, the Superintendent may require such breaks to be taken at the work site except the afternoon ten (10) minute break shall not be taken at the Village Garage, but the employees shall remain at the worksite. If the employees are engaged in a job that should be completed without allowing for the fifteen (15) minute morning break, then they may add this break onto their lunch after notifying their Foreman or Director. The Village shall determine the

starting times as provided in Section 9 of this Article. Starting times will not be changed by the Village solely to avoid paying overtime.

#### **Section 4. Work Shift**

A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work.

#### **Section 5. Change of Shift Schedule**

In the event of a change in shift from a pre-established work schedule, employees must be off their work period for a minimum of twenty four (24) hours before reporting to work under the new shift.

#### **Section 6. Overtime Payment**

- A. Employees who work in excess of eight (8) hours per day, or forty (40) hours per week shall either be compensated at one and one-half times their regular straight time hourly rate of pay or shall receive compensatory time off at the rate of one and one-half times the period worked. An employee's accumulated, unused compensatory time may not exceed 300 hours except at the Village Manager's discretion. Any compensatory time accumulated in excess of 300 hours which is not used by December 31<sup>st</sup> of any year will be paid out by January 31<sup>st</sup> of the following year.
- B. Overtime will be defined as any time worked before or after an employee's regular shift, or on the sixth (6th) or seventh (7th) day of a work week, if an employee complies with Article VII, Section 7, Paragraph H. Overtime shall begin on the sixteenth (16th) minute.
- B.1 Any employee who fails to punch out promptly when his/her work is finished in order to gain benefits provided under Section B., above, will be denied such overtime.

Any accumulated compensatory time can be used for paid time off, at the discretion of the employee, in accordance with FLSA.

#### **Section 7. Scheduling of Overtime**

- A. Overtime work shall be offered to qualified employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his/her place on the classification seniority list, by rotation. (See Article XII regarding seniority.)
- B. Any employee requesting to be skipped when it comes to his/her turn to work overtime shall be rotated to the bottom of the overtime seniority list and shall not be rescheduled for overtime until his/her name is reached again in orderly sequence.

- C. In the event no employee wishes to perform the required overtime work, the Village shall, by inverse order of the seniority list, assign the necessary qualified employees required to perform the work in question.
- D. Employees who choose to work overtime shall be placed at the bottom of the overtime seniority list once the overtime is received.
- E. The Union recognizes that work in progress may be completed by the employee performing the work at the time the determination is made that overtime is necessary, at the discretion of the Superintendent of Public Works.
- F. An overtime seniority list shall be posted at the Public Works Garage for inspection by the Delegates, Officers, and other Representatives of the Union.
- G. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with Paragraph A.
- H. Time during which an employee is excused from work because of earned vacation, Holiday, personal leave, sick leave, compensatory time off, or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

#### **Section 8. Emergency Call Back**

Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at the rate of time and one-half of the employee's regular straight time hourly rate of pay, whichever is greater. The employee may elect to receive compensatory time in lieu of compensation for the period worked or a minimum of two (2) hours at the rate of time and one-half of compensatory time off, whichever is greater. Call back time shall begin when the employee punches in at the Public Works Garage. If the call back overlaps with the employee's regular shift, the employee shall either be compensated the appropriate call back time rate of pay or accumulate the premium compensatory time until his regular shift begins, and the regular shift shall continue until the employee's normal quitting time.

#### **Section 9. Work Schedule**

- A. Work schedule showing employees' shifts, work day, and hours shall be posted on the bulletin board in the Public Works Garage. Except for emergency situations, work schedules shall not be changed without advance notice to and negotiations with the Union.
- B. Notification affecting small numbers of employees shall be provided to the Union as soon as possible, but at least fourteen (14) days before the change is to take place. Changes

affecting a large number of employees shall require an advance written notice of at least thirty (30) days.

- C. The hours of work for all employees covered by this Agreement shall be from 7:00 A.M. to 3:30 P.M., except as may be adjusted under Section 9, C-1, below.
- C.1 On those days when the Village schedules water service shutoffs for nonpayment of bills, the Village may schedule one or more employees assigned to the Water Department to work from 8:30 A.M. to 5:00 P.M.

#### **Section 10. Overtime Worked at Employee's Option**

Overtime work will be voluntary, unless the Village declares an emergency or unless no employee wishes to perform the required overtime work, in which case the Village shall use the procedures above in Section 7. There will be no discrimination against an employee who declines to work overtime, except for an emergency. Emergencies shall be defined as: Main break, snow fall, natural disaster, storm damage, flooding or man-made disasters.

### **ARTICLE VIII**

#### **BILL OF RIGHTS**

##### **Section 1. Conduct of Disciplinary Investigation**

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation, the interrogation will be conducted in the following manner:

- A. The interrogation of the employee, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during the daylight hours.
- B. The interrogation, depending on the allegation, will normally take place at either the employee's unit of assignment or where mutually agreed upon.
- C. Prior to an investigation, the employee under investigation shall be informed of the identity of the person in charge of the investigation, the Village's representative conducting the interrogation and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the employee under interrogation shall be asked by one interrogator.
- D. No anonymous complaint against an employee shall be made the subject of a complaint in the employee's file unless the allegation is of a criminal nature or verified by evidence other than merely the anonymous complaint.

- E. Immediately prior to the interrogation of an employee under investigation, he/she shall be informed, in writing, of the nature of the complaint.
- F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls, and rest.
- G. An employee under interrogation shall not be threatened with transfer, dismissal, or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation, or for exercising any rights contained herein.
- H. An employee under investigation will be provided, without unnecessary delay, a copy of any written statement he has made.

## **Section 2. Photo Dissemination**

No photo of an employee under investigation shall be made available to the media prior to a conviction for a criminal offense, or prior to a decision being rendered by an arbitrator of final resolution of a grievance.

## **Section 3. Compulsion of Testimony**

The Village shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental person or non-governmental agency relating to any matter or issue under investigation, except that such employee may be compelled to cooperate with the Village's insurance carriers in the event of a pending lawsuit against the Village or the Village's officers or employees.

## **Section 4. Just Cause Standard**

No employee covered by this Agreement shall be suspended, relieved from duty, or disciplined in any manner without just cause. This section shall not apply to newly hired employees during their initial probationary period.

## **Section 5. File Inspection**

The Village's personnel files and disciplinary history files relating to any employee shall be open and available for inspection by the affected employee during regular business hours.

## **Section 6. Limitation on Use of File Material**

It is agreed that any material and/or matter not available for dissemination shall not be used in any manner or form adverse to the employee's interests.

## **Section 7. Use and Destruction of File Material**

- A. Disciplinary investigation files will be destroyed by the Village three (3) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the three (3) year period. In such instances, the complaint case files normally will be destroyed two (2) years after the date of the final court adjudication.
- B. Any information of an adverse employment nature which may be contained in any unfounded, exonerated, or otherwise not sustained file, shall not be used against the employee in any future proceedings.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURES**

#### **Section 1. Definition of Grievance**

A grievance is a difference of opinion between the Union and/or an employee and the Village with respect to the meaning, interpretation, or application of the express terms of this Agreement, or with respect to the inequitable or unreasonable application of the Rules and Regulations of the Village.

#### **Section 2. Procedures**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step One: If the parties are unable to resolve the grievance informally, the Employee with or without a union representative, may submit such grievance for resolution by means of the formal grievance procedure provided such grievance is reduced to writing on a form attached as **Exhibit A** and presented to the Employee's immediate supervisor within ten (10) calendar days of the occurrence or circumstance giving rise to the grievance or within ten (10) calendar days of when the grievant should have reasonably known of such occurrence or circumstance. As soon as possible after receipt of the grievance, the supervisor shall schedule a meeting with the Employee, with or without a union representative, to discuss the grievance. Within ten (10) calendar days after said meeting, the supervisor shall render a decision.



Step Two: If not adjusted in step one, the grievance shall then be reduced to writing and presented by the Union to the Village Manager within ten (10) calendar days following the receipt of the supervisor's answer in step one.

The Village Manager shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the Superintendent of Public Works, and the Union Representative within ten (10) calendar days after receipt of the grievance from the Union.

The Village Manager shall then render a decision, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

Step Three: If the grievance is not settled in step two, the matter shall be referred for arbitration by written request of the Union, made within fifteen (15) calendar days of the Village's answer in step two. Arbitration shall proceed in the following manner:

- (1) The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. Such list shall contain the names of at least seven (7) potential arbitrators. A representative of each party shall alternately strike a name from the list within five (5) days following the receipt of the list. The final name remaining on the list shall be the arbitrator. The party to strike first shall be determined by lottery. Each party retains the right to reject one list in its entirety.
- (2) Processing and hearing of the grievance shall be in accordance with the Uniform Arbitration Act, 710 ILCS 5/1 *et seq.*
- (3) The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to him/her.
- (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted.
- (5) The decision of the arbitrator shall be binding to the parties concerned in the grievance.
- (6) The cost of the arbitration shall be borne equally by the Union and the Village.
- (7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during normal working hours of the grievated employee, then no additional compensation or overtime payment shall be made by the Village to either the grievated employee, witnesses, or representative of the Union.

- (8) The arbitrator may interpret this Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

## **ARTICLE X**

### **EMPLOYEES' WORK**

#### **Section 1. Historical Work**

All work currently and historically performed by bargaining unit employees will continue to be performed by bargaining unit employees, except as provided in Article VI, Section 1, and Article X, Section 2.

#### **Section 2. Work By Non-Bargaining Unit Employees**

- A. The Village reserves the right to call out non-bargaining unit contractors for emergency repairs and /or routine work such as tree maintenance and tree trimming and holiday lighting, when in the Village's opinion, such repairs and/or work exceeds the ability or scope of the bargaining unit members.
- B. When it is necessary for the Village to exercise the provision set forth in Section 2 A, above, the Superintendent of Public Works shall confer with the Union Representative, or his designee, to determine the extent of the outside work and the involvement of employees covered under this Agreement, except as provided in Article XXX.

## **ARTICLE XI**

### **NO STRIKES/NO LOCKOUTS**

#### **Section 1. Union**

The Union agrees for the term of this Agreement not to strike the Village.

#### **Section 2. Village**

The Village will not lock out employees during the term of this Agreement.

## ARTICLE XII

### SENIORITY

#### Section 1. Definitions

- A. Seniority is hereby defined as the employee's length of continuous service after the initial date of employment by the Village, except as provided in Article I, Section C-2.
- B. Classification Seniority is hereby defined as the length of continuous service in the classification of the employee.
- C. Continuous Service shall commence on the date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- D. Probationary Employees. New employees shall be considered probationary employees for the first eighteen (18) months of their employment, except for Water and Equipment Operator, Equipment Mechanic, and Foreman whose probationary period will be one (1) year. When an employee successfully finishes his/her probationary period he/she will be entered on the Seniority List of the Unit as of the original date of employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment.
  - D.1 When a non-probationary employee transfers to the classification of Water Operator or Equipment Operator he/she shall be considered a probationary employee for the transfer position for eighteen (18) months. If he/she does not successfully complete the probationary period, he/she will revert to his/her former position.
- E. Seniority Rosters. No later than two (2) months after the effective date of this Agreement, the Village shall prepare and post seniority rosters for the bargaining unit one (1) copy shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority and class title for all classes in which the employee previously served. The Village will provide the Union with information that is necessary to keep the seniority list up to date whenever a change occurs.
  - E.1 When two (2) or more employees have the same seniority date, their seniority positions shall be determined by the date and time of their original applications for their respective jobs with the Village.

- F. Consolidation or Elimination of Jobs. Employees displaced by elimination of jobs through job consolidation (combining the duties of two or more jobs) the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to transfer to any other vacancy for which they are qualified. Any employee transferred as a result of the application of this provision shall be given the training needed to perform satisfactorily the job to which he/she is transferred, subject to the provisions of Section 1 D (Probationary Employees), above.
- G. Application of Seniority. The application of seniority, other than as set forth elsewhere in this Agreement, shall be subject to negotiations in supplemental agreements to this Agreement.
- H. Lay-Offs. Prior to laying off any permanent employees, all probationary, temporary or part-time employees functioning within the Department shall be laid off or terminated, as the case may be.
- H.1. In the event of further lay-off, permanent employees will be laid off in reverse order of their seniority, as defined in Article XII, Section I (A). Right of recall will be limited to one (1) year.
- I. Termination of Seniority. An employee covered by this Agreement shall have his/her employment terminated with the Village and his/her name removed from the seniority list under, but not limited to, the following conditions:
- (1) He/she quits or resigns.
  - (2) He/she is discharged for just cause
  - (3) He/she fails to inform the Village, in writing, of his/her intention to return to work within seven (7) days of sending notice offering to re-employ him/her.
  - (4) He/she does not return to work for the Village on the date specified in the notice from the Village offering him/her reemployment. Said date shall not be prior to fourteen (14) days after sending such notice.
  - (5) He/she engages in gainful employment with someone other than the Village while on leave of absence, without the written permission of the Village.
- J. Notice. All notices must be Certified Mail, mailed to the Village of Lyons, 4200 Lawndale, Lyons, Illinois 60534, Attention Village Manager or if to the employee, at his/her last known address per Village records.

## **Section 2. Job Classification/Promotions**

- A. When any employee completes the requirements attached to a higher job classification and/or level within a classification, he shall be promoted to that classification and/or level provided:
- (1) Such promotion(s) shall be with the approval of the Superintendent of Public Works; however, such approval shall not be withheld except for just cause.
  - (2) Promotions to Level Five (5) positions will be based on a review of the employee's full job history, an oral interview by the Superintendent of Public Works and/or the Village Manager, and recommendation by the employee's immediate supervisor.
  - (3) Promotions to higher classifications (e.g., from utility worker to equipment operator or water operator or to foreman) will be determined by the above criteria.
    - (a) There will be no limit on the number of persons promoted to the equipment operator or water operator.
    - (b) Promotions to foreman position will be based on the existence of an opening that level.
    - (b.1) The Village may abolish the foreman position in its sole discretion.
- B. No employee will be involuntarily placed in a salary classification or position which is at a pay rate less than he/she is earning at the time this Agreement is signed except in the case of demotion as a result of just cause disciplinary action.

## **ARTICLE XIII**

### **HOLIDAYS/PERSONAL LEAVE**

#### **Section 1. Holidays**

- A. The Village and the Union agree that all Tier I employees shall receive the following holidays, or equivalent days off, with pay, per year.

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Friday before Easter  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Veteran's Day  
4<sup>th</sup> Thursday in November  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Employee's Birthday

- B. The Village and the Union agree that all Tier II employees shall receive the following holidays or equivalent days off, with pay, per year.

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

- C. Employees may elect to use Martin Luther King's Birthday and Presidents' Day as "floating holidays" subject to the approval of the Village which shall not be unreasonably withheld.

#### **Section 2. Personal Leave**

Each employee who has completed probation shall be entitled to two (2) personal leave days with pay per year (no-cumulative) to be used for personal business which cannot be handled during non-working hours. Personal leave shall not be available for secondary employment recreation, or work stoppage.

### **Section 3. Additional Personal Leave**

Each employee shall be given an additional paid leave of five (5) days following the birth of a child by the employee or the employee's spouse/significant other or the adoption of a child by the employee.

## **ARTICLE XIV**

### **VACATIONS**

#### **Section 1. Vacation Leave**

- A. Tier I employees shall be eligible for vacation leave as follows:

One (1) year completed	Ten (10) working days.
Five (5) years completed	Fifteen (15) working days.
Thirteen (13) years completed	Twenty (20) working days.
Eighteen (18) years completed	Twenty-Five (25) working days.

- B. Tier II employees shall be eligible for vacation leave as follows:

One (1) year completed	Five (5) working days.
------------------------	------------------------

Tier II employees shall receive one (1) additional vacation day per year after two (2) years employed by the Village to a maximum of fifteen (15) days.

- C. If it is not possible for the employee to take any portion of vacation leave, the employee has the option to take pay or carry over unused vacation in the year after the vacation leave is earned.
- D. Employees may use only such vacation leave as has been earned and accrued. The Superintendent of Public Works will establish the time when the vacations shall be taken and selected with seniority preference.
- E. Any employee who has rendered continuous service to the Village shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the Village for vacation credit only. All discharges and resignations shall interrupt continuous service and shall result in the loss of all prior service credit.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, and not conflicting with Section 3 of this Article, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation leave.

## **Section 2. Vacation Preference and Scheduling**

Vacations will be granted to meet the requests of employees by seniority, depending upon the needs of the Village.

## **Section 3. Proper Notice**

No employee shall be eligible to receive any benefits under this Article if he/she resigns from his employment with the Village.

# **ARTICLE XV**

## **WELFARE BENEFITS**

### **Section 1. Sick Leave**

- A. All non-probationary employees shall be granted sick leave, with pay, at the rate of one (1) working day for each month of service. Probationary employees will earn one-half (1/2) day per month during their probation.
- B. Sick leave may be accrued by employees to a maximum of 300 days at the aforementioned rate of twelve (12) days per year. Records of sick leave credit and use shall be maintained by the Village. The amount of sick leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee.
- C.1 After three (3) consecutive workdays of absence due to illness, employees shall submit to the Superintendent of Public Works a physician's certificate as proof of illness. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity leave by employees.
- C.2 Any employee who is subject to the three day rule, above, shall have a "Medical Release/Return to Work" authorization completed by his/her physician prior to returning to work. This authorization shall indicate the ability of the employee to carry out work tasks normally associated with the employee's job.
- D. An employee who has been off duty for three (3) or more consecutive days for any health reason may be required to undergo an examination by the Village's physician before returning to work.



- D.1 For health related absences of less than three (3) consecutive days, a physician's statement or proof of illness will not be required except in individual instances where the Village has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence examination by the Village's physician may be required to ascertain whether the employee is physically fit to return to work.
- D.2 Any employee required to be examined as provided in D-1, above, shall also provide a signed copy of the "Medical Release/Return to Work" authorization.

## **Section 2. Unused Sick Leave**

- A. Employees shall be compensated for any accumulated, unused sick leave up to a maximum of 300 days when they are permanently separated from employment in accordance with the requirements of the Illinois Municipal League Retirement Fund.
- B. For the purpose of this provision retirement shall be defined as meeting the requirements for retirement prescribed by the Illinois Municipal League Retirement Fund.
- C. In the event of death, the payment shall be made to the estate of the employee, or to any beneficiary designated by the employee.
- D. An employee may, at his option, receive the payment either in cash, or have the amount placed into an escrow account from which payments for medical insurance shall be made, until such time as the monies are fully expended.

An employee may use accrued time to receive bi-weekly payments per the current Village pay schedule. Payments will be made up to the start of IMRF retirement enrollment at which time any unpaid benefits will be paid to the employee in full.

An employee shall give notice to the Village ninety (90) days prior to the start of using any accrued time for retirement benefit.

# **ARTICLE XVI**

## **SAFETY**

### **Section 1. Cooperation**

- A. The Union and the Village agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

## **Section 2. Loss Prevention**

- A. The Union shall cooperate fully with any investigation into any accident or injury for the purpose of determining cause and corrective action.
- B. It will be the responsibility of the Loss Prevention Committee, consisting of the Village Manager and Director of Public Works, to render a decision regarding whether any accident or injury was preventable or non-preventable.
- C. Any employee who completes one calendar year without being charged for a preventable accident or injury shall receive one day (8 hours) off to be taken at such time as is mutually agreeable to the employee and the Village.

Any employee who fails to report an accident or injury to gain the benefits set forth in Section 2, C, above, shall not be eligible for that benefit.

## **ARTICLE XVII**

### **SCHOOLS, SEMINARS, REIMBURSEMENTS AND EDUCATIONAL INCENTIVES**

#### **Section 1. Reimbursement**

Reimbursement will be granted when an employee is required by the Village to attend any educational or training programs.

#### **Section 2. Posting of Courses**

The Village shall post on bulletin boards located at the Public Works Garage announcements of all courses to be given which are either compulsory for a segment of the staff or may be optional for the purpose of improving the professional standing of the employee or the Department. All eligible staff members shall have an opportunity to bid for the pre-requisite optional courses. In the event that there are more bids than openings available, the senior personnel will be given preference, subject to any special requirements by the institution giving the course.

#### **Section 3. Compulsory Courses**

The Superintendent of Public works shall arrange all compulsory courses and training programs in such a manner so any employee required to complete such a course or participate in such training program shall be able to do so during his/her regularly scheduled working shift, whenever possible.

#### **Section 4. Optional Courses**

Any employee attending an optional educational course related to the furtherance of his proficiency as an employee with the Village shall, upon successful completion thereof and presentation of evidence of such successful completion, be reimbursed by the Village for the cost of tuition and other expenses advanced by him in taking of such course, provided the employee had the prior approval of the Village to attend the course.

#### **Section 5. CDL Renewal**

The Village will reimburse employees for the cost of obtaining or renewing a commercial driver's license provided that:

- a) the employee is required to possess a CDL as a condition of employment with the Village, and
- b) the employee is not trying to obtain it following its loss by the employee for problems with the employee's driving record.

### **ARTICLE XVIII**

#### **BEREAVEMENT LEAVE**

##### **Section 1. Bereavement Provisions**

Any employee, upon request, shall be granted three (3) consecutive days of bereavement leave without loss of pay immediately following the death of a member of his immediate family. More or less than three (3) days may be granted at the discretion of the Village, depending on the circumstances of each case. In considering such circumstances, the Village's decision shall not be arbitrary, capricious or discriminatory. Immediate family shall mean: mother, father; wife, husband; daughter, son (including step or adopted); sister, brother (including half or step); mother-in-law, father-in-law; daughter-in-law, son-in-law; sister-in law, brother-in-law; grandparent or grandchild.

### **ARTICLE XIX**

#### **INSURANCE**

##### **Section 1. Hospitalization Insurance**

- A. The various hospitalization plans which are in effect immediately prior to the date of this Agreement shall remain in effect for the duration of this Agreement, except the Village shall be permitted to:

- A.1 Change PPO coverage to a Blue Cross/Blue Shield High Deductible PPO/HSA Plan.
- A.2 Change insurance provider for cost savings reasons, provided reasonably equivalent coverage is maintained.
- B. Subject to the above, the Village shall pay 85% of the premium cost of employee and/or family health insurance coverage offered by the Village for the High Deductible P.P.O./HSA Plan and 85% of the premium cost of employee and/or family health insurance for the HMO Plan. Each employee shall pay via his payroll deduction 15% of the specific premium rates for the High Deductible P.P.O./HSA Plan or the HMO Plan, depending upon the plan and coverage selected by the employee.

## **Section 2. Retirement Coverage**

- A. The Village shall make the Village's group medical plan available to retirees receiving retirement benefits from the Illinois Municipal Retirement Fund and the dependents of the retired employee at the employee's expense.
- A.1 The Village shall pay on behalf of each employee retiring after the effective date of this Agreement, a sum not to exceed Two Thousand Five Hundred (\$2,500.00) annually (to be paid in equal monthly installments), to help defray the cost of hospitalization insurance. The Village's obligation to make this payment shall cease when the employee reaches age 65.
- A.2 In order to be eligible for the benefits set forth in Section 2, A. 1 above, employees must have completed twenty (20) years of accredited service to the Village and have reached age 55.
- A.3 In addition to be eligible for the benefits of A.1, the retired employee must:
  - (a) not be eligible for fully paid insurance benefits elsewhere.
  - (b) provide the Village with written proof of premium expenses incurred by the retired employee.

## **Section 3. Life Insurance**

The Village shall provide, at no cost to the employees, life insurance in the amount of \$50,000 payable upon death to the employee's beneficiary or the employee's estate.

## **Section 4. Flexible Benefit Plan**

The Village shall establish a Sec. 125 flexible benefit plan with the Village paying the start-up costs. Participating employees shall pay any monthly administrative fees.

## **ARTICLE XX**

### **LEAVES OF ABSENCE**

#### **Section 1. Jury Duty**

Approval will be granted, with pay, for any jury duty imposed upon any employee, however, any compensation, exclusive of travel allowance which is received, must be paid to the Village by the employee.

#### **Section 2. Maternity Leaves**

Employees shall be granted maternity leaves of absence to cover periods of employee's pregnancy and post pregnancy childcare. The leave shall not exceed three (3) months without pay but may be extended in the discretion of the Village Manger.

#### **Section 3. Approved Leaves of Absence**

Employees on approved leaves of absence shall retain seniority but shall not accrue any benefits provided by this Agreement.

#### **Section 4. Retention of Benefits**

An employee will not earn sick leave or vacation credits while on a leave of absence. An employee on a leave of absence, except for maternity leave, will be required to pay the cost of insurance benefits provided in Article XIX in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Village prior to departure for such leave. In the event the employee fails to make such arrangements, the Village may cancel insurance benefits which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

#### **Section 5. Family and Medical Leave**

The Village may establish any policy or take any action which is consistent with or permitted by the Family and Medical Leave Act of 1993 (FMLA) and the regulations governing administration of the FMLA.

## **ARTICLE XXI**

### **UNIFORMS/PHONE STIPEND**

#### **Section 1. Uniform Policy**

The Village shall supply uniforms for Public Works Employees. The uniforms provided must be worn at all times while the employee is on duty and must not be worn off duty. The Village will provide shirts, pants, one winter jacket, a safety vest and winter and summer caps for each employee. If an employee elects not to wear the summer cap provided by the Village no other cap may be worn by the employee as a substitute.

#### **Section 2. Uniform Changes**

Any changes in the uniform of the employees shall be at the expense of the Village.

#### **Section 3. Phone Stipend**

All employees will receive \$50.00 per month phone stipend and are expected to keep said phone with them at all times in order to respond to emergencies as determined by the Superintendent of Public Works. This stipend may be terminated for any employee where the Superintendent of Public Works reasonably determines that the employee is failing to respond to emergency calls.

## **ARTICLE XXII**

### **WAGES**

#### **Section 1. Wage Rates**

- A. The wage rates for employees shall be as set forth in Exhibit B to this Agreement which is incorporated herein by reference.

#### **Section 2. Longevity Payments**

Any employee who has worked 5 to 9 years, 364 days for the Village shall receive annually a \$300.00 longevity check at the first December pay period. This longevity payment will not be added to the base salary but will be in the form of a bonus with all appropriate deductions.

Any employee who has worked 10 to 19 years, 364 days, for the Village shall receive annually a \$500.00 longevity check at the first December pay period. This longevity payment will not be added to the base salary but will be in the form of a bonus with all appropriate deductions.

Any employee who has worked 20 to 29 years, 364 days, for the Village shall receive annually a \$1,000.00 longevity check at the first December pay period. This longevity payment will not be added to the base salary but will be in the form of a bonus with all appropriate deductions.

Any employee who has worked 30+ years, for the Village shall receive annually a \$1,500.00 longevity check at the first December pay period. This longevity payment will not be added to the base salary but will be in the form of a bonus with all appropriate deductions.

No employee shall be entitled to any longevity payment if they have not worked at least 10 years. An employee may receive only one (1) longevity payment per year, if qualified as stated above.

## **ARTICLE XXIII CLASSIFICATION**

### **Section 1. Classification System**

- A. The employee of the Bargaining Unit shall be placed into appropriate classifications as provided in **Appendix B**, attached to this Agreement.
- A.1 The system of job classifications shall be mutually agreed upon and shall be developed through a joint effort of the Union and the Village.

### **Section 2. Classification Changes and Promotions**

All changes in job classifications or level shall be in conformance with the provisions set forth in Article XII, Section 2.

## **ARTICLE XXIV DURATION**

### **Section 1. Duration and Notification**

This Agreement shall be effective as of 12:01 a.m., January 1, 2020 and shall remain in full force and effect until 11:59 p.m. on December 31, 2029. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.

## **Section 2. Notification of Termination**

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in Section 1, above.

## **ARTICLE XXV**

### **SAVINGS CLAUSE**

#### **Section 1. Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

## **ARTICLE XXVI**

### **COMPLETE AGREEMENT**

#### **Section 1. Complete Agreement**

The Parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining. The party voluntarily and unqualifiedly waives the right, obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

#### **Section 2. Work Rules**

The parties agree that the Union and the Village shall adopt work rules acceptable to the parties. The work rules shall be attached as an Exhibit and be included in this Agreement.



## **ARTICLE XXVII**

### **PERFORMANCE REVIEW**

#### **Section 1.**

##### **A. Description**

Under the terms of this agreement each member of the Union will be subject to a semi-annual performance review. This review will be done using a standardized format to insure equality in the evaluation of said employee.

##### **B. Purpose**

It is the intent and stated purpose of these reviews to provide each employee with a timely and regular appraisal of his/her performance. It will permit each employee to set his/her own goals for future performance and to provide input as to his/her job development. Additionally, it will help the supervisors to determine each employee's strengths and weaknesses, and to allow for adjustments, as may be necessary. In addition, these reviews will serve as instruments to establish each employee's fitness for promotion, both within classification and outside of his/her classification.

B.1 Employees who receive "satisfactory" or better evaluations shall be entitled to have their salary increased in accordance with the salary schedule. Employees who receive an "unsatisfactory" rating shall not receive any step, longevity or other increase in salary, and shall be required to remedy any performance deficiencies to satisfactory levels prior to a follow-up evaluation within the next 6-month period. Employees who obtain satisfactory ratings on their follow-up evaluations shall be entitled to their scheduled salary increase at that time. Employees who fail to cure their deficiencies prior to their follow-up evaluation may be subject to discipline and/or discharge for poor work performance, subject to the just cause provisions of this Agreement.

##### **C. Reviewer**

The performance reviews for all positions will be completed by the employee's immediate supervisor. For all Operator and utility positions this shall be the Foreman to whom he/she normally reports of Public Works or his/her designee.

C.2 After completion of both reviews, the supervisor and the Superintendent, or his/her designee will confer and compare their reviews. They will then prepare a final review based on an "average" or agreed appraisal. This will constitute the performance appraisal to be used for the purpose of counseling the employee.

D. Employee Input

Each employee will be counseled on his/her performance review on an individual, private basis. The employee will be provided a copy of the review and given time to prepare his/her goals as indicated on the review.

D.1 In the event any employee disagrees, he/she may request a meeting with the Department Head and/or the Village Manager. The employee may at that time state his/her case and ask that the review be amended.

D. Frequency

Probationary employees will be reviewed at intervals of three (3) months during the term of their probation, as set forth elsewhere in this agreement.

Full time employees will be reviewed at intervals of not less than six (6) months.

E. Performance Evaluation Instrument

The format and methodology for reviewing employees under this section shall be determined by the Village and shall be incorporated into the Village's Department of Public Works and Water-Employee Evaluation and Counseling Program, a copy of which shall be attached as **Appendix D** to this Agreement. Prior to making any changes in the evaluation document, the objective criteria or methods used in assessing the performance of bargaining unit employees, the Village will notify the Union of such change with not less than ten (10) days' written notice. All employee reviews under this section will be a permanent part of each employee's personnel file and maintained as confidential, subject to the provisions of Article VIII, Sections 7. A and B of this Agreement.

## **ARTICLE XXVIII**

### **SUBSTANCE ABUSE IN THE WORKPLACE**

#### **Section 1. Policy**

Employees who are under the influence of drugs or alcohol pose a serious risk to themselves, their co-workers, the Village and the general public. The Village, therefore, prohibits the use of drugs and alcohol while an employee is on duty or on Village premises, including but not limited to the use of prescribed controlled substances.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is expressly prohibited by this policy. The presence of any detectable amount of any controlled substance in either the possession or the system of an employee while performing any work for the Village or on Village's premise is also prohibited and is a violation of this policy; provided that the presence of a controlled substance in an employee's system or

possession pursuant to an in accordance with a physician's prescription shall not, without more, be a violation of this policy.

## **Section 2. Control Substance Testing**

In the event that the Village has reasonable suspicion of any violation of the policy set forth in Section 1 above, the Village may require the employee to submit to urinalysis, blood tests and/or other appropriate tests. Tests will be conducted at facilities that are either licensed pursuant to the Illinois Clinical Laboratory Act or eligible for accreditation by the National Institute for Drug Abuse (NIDA). Tests administered under this Article shall be conducted in accordance with NIDA standards. The test results will be submitted to the Village Manager and, in the event of a positive test indicating the presence of drugs or alcohol in the employee's system, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug/alcohol use as permitted herein, the Village shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive drug test, there shall be a confirmatory test using GS/MS techniques.

In case of any employee who tests positive for drug/alcohol use and is not terminated, the Village shall provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action, which may include discharge, against any employee where a test shows the presence of drugs and alcohol in the employee's system while at work; nor shall it be interpreted to preclude disciplinary action which may include discharge, for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to Village Manager and, where criminal prosecution may be contemplated, persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

## **Section 3. Employee Assistance Program**

The Village may offer its current Employee Assistance Program to employees as long as it offers the package to Village employees who are not covered by this Agreement. The current EAP may be terminated by management at any time should it be deemed in the Village's best interest to do so.

Employees who voluntarily seek assistance, discipline is imposed for an offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village established Employee Assistance Program. Any use of the Employee Assistance Program as described above shall be without disciplinary consequence for the first occurrence.

#### **Section 4. DOT Compliance**

Notwithstanding any of the foregoing, the Village may take any action and enact any policy which shall be consistent with the Department of Transportation's regulations governing alcohol/controlled substance testing of Village employees who are required to drive commercial motor vehicles and who are subject to such regulations at any time during the term of this Agreement.

### **ARTICLE XXVIX**

#### **EMPLOYEE DISCIPLINE**

##### **Section 1. Discipline**

The Village may discipline an employee for any failure of the employee to act in accordance with work rules or standards as may be established and/or amended by the Village from time-to-time, or for any other inappropriate conduct. The Village agrees with the tenets of progressive and corrective discipline and will adhere to progressive discipline.

- a. Oral Reprimand
- b. Written reprimand
- c. Suspensions
- d. Discharge

### **ARTICLE XXX**


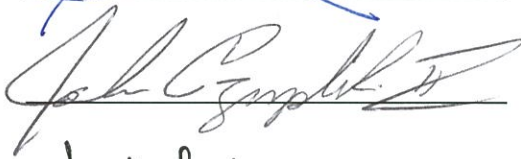
#### **JANITOR SERVICE**

##### **Section 1. Janitor Service**

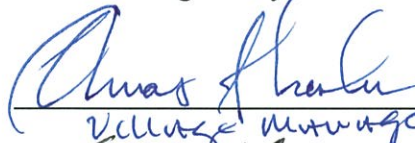
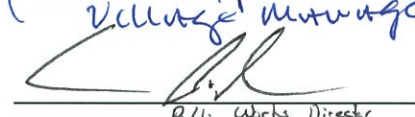
The Village has the right to sub-contract out janitorial work performed on Village buildings, with either an individual or a service.

In witness whereof, the Parties have affixed their signatures this \_\_\_\_ day of November 2019.

For Local 73, S.E.I.U.:

  
  
Scott Scheman

For the Village of Lyons:

  
Village Manager  
  
Public Works Director  
19 Nov 2019

**EXHIBIT A**

**Grievance Form**

## **EXHIBIT B**

### **Salary Schedule**

