

**ARTICLES OF AGREEMENT  
BETWEEN THE  
  
VILLAGE OF OAK PARK  
  
AND THE  
  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 73**

January 1, 2022 through December 31, 2024

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## **ARTICLES OF AGREEMENT**

### **PREAMBLE**

This Agreement made and entered into by and between the Village of Oak Park, Cook County, Illinois, hereinafter referred to as the "Village" or "Employer" and the Service Employees International Union Local 73 hereinafter known as the "Union".

It is the intent and purpose of parties that this Agreement will promote and improve the welfare of the Village and its employees; that it will eliminate interruption of work; that it will provide for a harmonious relationship between the parties; and it will contribute to the existence of sound collective bargaining.

### **ARTICLE 1**

#### **RECOGNITION**

The Village recognizes the Union as the collective bargaining agent for all employees covered by this Agreement as certified by the Illinois State Labor Relations Board (ISLRB) in case S-RC-001. That case established the bargaining unit as follows:

Included: All full-time and regular part-time employees of the Village of Oak Park including, but not limited to those employed in the job classifications listed in Appendix A.

Excluded: All full and part-time employees of the Village of Oak Park who are presently represented by another labor organization, elected officials and any peace officers, firefighters, supervisors, professional employees, managerial employees and confidential employees as defined by the Act.

### **ARTICLE 2**

#### **NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement under applicable federal, state or local laws. It is the policy of the Village and the Union to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability or status as a disabled Veteran. In addition, the Village agrees to comply with the Americans with Disabilities Act (ADA).



## ARTICLE 3

### GENERAL CONDITIONS

**Section One:** No strike or lockout shall be considered by either party during the term of this Agreement.

**Section Two:** The Union agrees that the Village has the right to direct the work force, including the right to hire, promote, suspend and discharge for just cause. These rights will not be exercised for the purpose of discriminating against any Employee including those employees involved in Union activities provided such activities are not abridged by provisions contained in this agreement.

**Section Three:** Except as specifically limited by the expressed provisions of this Agreement, the Village retains the right to manage and direct the operations of the Village in all its various aspects, including but not limited to the right to direct the work force, to determine whether operations and services shall be provided or purchased, and to determine the methods, means, hours of work, organization and number of personnel.

**Section Four:** The Village will provide each employee in the bargaining unit with the most recent copy of the Village of Oak Park Personnel Manual. Any condition of employment and work not expressly covered by this Agreement shall be governed by the provisions of the Personnel Manual as adopted by the Village Board, unless such involves wages, hours and working conditions bargainable under the Illinois Labor Relations Act.

## ARTICLE 4

### UNION RIGHTS

**Section One: Union Representative Recognized.** The Village will recognize four (4) Union Stewards and paid Representatives of the Service Employees International Union Local 73. Not more than one (1) Steward shall be from any given department. The Village shall not require the removal of any incumbent steward due to departmental restructuring. The Union will inform the Village of the names of the Stewards.

**Section Two: Union Activity During Work Hours.** Stewards may be allowed reasonable time off, with pay, during working hours to investigate, without disruption of the workforce, or process grievances or to attend other meetings called for or agreed to by the Employer. Such arrangements shall include permission for Union Representatives to leave their area to go to other areas within the bargaining unit during the work day. Such time off shall be granted provided the Stewards have given prior notification and received the approval of their Supervisors. Approval shall not be unreasonably denied. It is agreed that the processing and/or investigation of grievances will not exceed thirty (30) minutes per grievance

during the workday. In total, all Stewards combined shall spend no more than ten (10) hours per month processing and/or investigating grievance and on any other Union business excluding labor negotiations and meeting called for in Article 8 Section 2 & 3 Employee Discipline or Article 7 Section 3 Grievance Procedure Steps 2-4. The Steward may request approval from their Supervisor for additional time per month and such request shall not be unreasonably denied.

**Section Three: Convention Delegates.** Two (2) local Union representatives shall be allowed time off without pay for legitimate Union business such as State or International conventions or educational programs, if elected by the Local as an official delegate to such function. The Union/Employee will notify the Village upon the election of the Employee to allow ample time for scheduling.

**Section Four: Union Visitation.** The authorized representative(s) of the Service Employees International Union Local 73 shall have reasonable access to the Village facilities after first notifying and receiving approval from the Director of Human Resources or his/her designated representative. Approval shall not be unreasonably denied. The term "Union business" for the purposes of this Section shall include meeting with bargaining unit members, either individually or in groups; investigating grievances or potential grievances; and meeting with management for any purpose. The Union will not be permitted to engage in any political activity for the Union itself or otherwise during working hours.

**Section Five: Bulletin Boards.** The Village will provide the Union with space on designated Village bulletin boards to be used by the Union for official Union business at suitable locations, upon which the Union may post its notices and communications of legitimate Union business. The Village agrees that there will be no less than three (3) locations, Village Hall (main floor), Police Department (basement) and Public Works. No other place on Village property shall be used by the Union for posting of notices.

**Section Six: Union Exclusivity.** The Village shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions of bargaining unit employees covered by this Agreement during its term, nor shall the Employer negotiate with individual employees over their hours, wages and working conditions, except as provided herein.

**Section Seven: Distribution of Agreement.** The Village will provide access to a current copy of this Agreement electronically. This will be done on the Village's internal website for employees or on an open share drive, as long as those options exist.

**Section Eight: Village E-mail.** The Union Steward shall be permitted to send emails for meeting notices, transmittal of Steward's names, and election notices and results. Any email transmission made under this section shall be in accordance with Village policies. In no case will the Union or the stewards be permitted to send emails related to SEIU political activity, nationally, regionally or locally nor will excessive use of using the village emails for Union business during employee work time be allowed. Employees will be disciplined in accordance with this agreement.

**Section Nine: Orientation.** The Union shall be permitted to have 15-minute orientation, to be scheduled and approved by both the new employee's Supervisor as well as the Union's steward's Supervisor during normal work hours, on a one-time basis to any newly hired employee covered by this agreement. The Employer will provide the name of any new hire covered by this agreement and the start date.

## ARTICLES 5

### DUES DEDUCTION

**Section One: Dues Deduction Authorization.** During the term of this Agreement the Village will deduct from each employee's wages each month the Union dues, assessments and fees for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. Nothing contained in this Section shall be construed to mandate membership in the Union or to require the Village to deduct union dues from a bargaining unit employee without a lawfully executed written authorization from the employee. If a conflict exists between the Union's check-off authorization form and this Section, the terms of this Article and Agreement shall control.

**Section Two: Timing of Deductions.** Deductions shall be made on account of such fees, and/or dues from the employee's first pay check after Village receipt of such authorization, and thereafter from the employee's first pay in each month.

**Section Three: Tender of Dues to Union.** The deductions shall be remitted to the Secretary-Treasurer of the Service Employees International Union Local 73 of the Union no later than the third week of the month following the deductions made in the month. The Employer shall furnish the Secretary-Treasurer with a monthly written record of those for whom deductions have been made and the amount of the deductions.

**Section Four: Notice to Employer of Dues Information.** The Union will, from time to time notify the Employer in writing of the names of the Secretary-Treasurer, the amounts of initiation fees, reinstatement fees, and monthly dues, which shall conform with the Constitution and By-laws of the Union, and the Law.

**Section Five: Adjustments of Errors.** In the event of under-deductions or over-deductions, adjustments will be made in subsequent deductions, and the Union will indemnify the Village against any liability.

## ARTICLE 6

### LABOR-MANAGEMENT COMMITTEE

Labor-management meetings shall be held to discuss areas of interest and/or concern including but not limited to issues as set forth below:

- The administration of this Agreement.
- General information of interest to the parties.
- Suggestions regarding subjects of interest to employees of the bargaining unit.
- Notify the Union of changes in non-bargaining conditions of employment contemplated by the Village, which may affect employees in the bargaining unit.

The parties agree that these meetings will not be used as an additional Step in the grievance procedure. Labor Management meetings shall be held within ten (10) working days of either party requesting the meeting whenever possible.

Labor-management meetings shall be held in the first week of each quarter of the year, or within 10 working days of either party requesting the meeting whenever possible. The meeting can be cancelled upon mutual agreement of the Village and the Union. The agendas shall be provided five (5) days in advance of the meeting. If no agenda is provided, it shall be understood by both parties that the meeting is cancelled.

## ARTICLE 7

### GRIEVANCE PROCEDURE

**Section One:** A grievance is a difference of opinion between an employee covered by this Agreement and the Employer with respect to the meaning or application of the express terms of this Agreement, or with respect to alleged inequitable application of the Personnel Rules of the Employer. The employee and/or the Steward and/or Union Representative shall first, if possible, meet and discuss this difference of opinion with respect to the meaning or application of the express terms of this Agreement or difference of opinion with respect to alleged inequitable application of the Personnel Rules with the employee's immediate supervisor.

**Section Two: Time Limits.** In all steps of the grievance procedure, if there is a request for extension of time to appeal or answer a grievance within the time limits herein, and the parties have not agreed to extend such time limits, it shall be considered denied. Unless otherwise noted, all time limits

set forth in each of the steps shall be exclusive of Saturdays, Sundays, and Holidays or any day observed as a holiday unless so noted to the contrary.

**Section Three:** Recognizing that grievances should be raised and settled promptly, a grievance must be filed in writing within ten (10) working days of such event, excluding Saturdays, Sundays and holidays, or when the event became known or should have been known to the employee. A grievance shall be processed as follows:

**STEP 1:** Immediate Supervisor - The employee and/or the Steward and/or Union Representative shall submit a written grievance to the employee's immediate supervisor within ten (10) working days of the occurrence of the event. The matter shall be reviewed jointly by the employer and/or Steward and/or Union Representative. If a satisfactory solution consistent with the terms of this Agreement is not reached within ten (10) working days of the submission of the grievance to the immediate supervisor, the matter may be submitted in writing to the second step within three (3) working days of the conclusion of the Step 1 process.

**STEP 2:** Department Head - Upon timely receipt of the written grievance, the Department Head, or his or her designee, shall meet and discuss the grievance with the Union Representative and the employee within ten (10) working days following receipt of the grievance at Step 2. If no settlement is reached at said meeting, the Department Head shall give a written answer to the employee and the Union within ten (10) working days of said meeting. The Union may advance the grievance to Step 3 within ten (10) days of completion of the Step 2 process by notifying the Village Manager in writing of its decision to proceed to Step 3. The Human Resources Director or his or her designee may attend any grievance step beginning with Step 2.

**STEP 3:** Village Manager - When the Village Manager receives proper notice of the Union's intention to proceed to Step 3 of the grievance procedure, the Village Manager or his/her designee shall meet and discuss the grievance with the Union representative and employee within ten (10) working days of receipt of said notice. The Village Manager or his/her designee shall provide the Manager's written response on said grievance to the Union and the employee within ten (10) working days after such meeting. In the event the matter is not settled at Step 3, the Union may refer the matter to arbitration.

**STEP 4:** Should the Union wish to pursue the grievance to arbitration, the Union shall notify the Human Resources Director in writing within eleven (11) working days of the receipt of the Step 3 decision by the Union and the grievance shall be submitted to arbitration. The parties shall jointly request from the Federal Mediation and Conciliation Service a list of seven (7) names of available arbitrators. The parties shall alternately strike the names until one (1) remains, which remaining name shall be the Arbitrator to be appointed. The order of strike will be determined by a coin toss. The parties may each reject a panel. The cost of the impartial arbitrator is to be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall submit in writing his/her decision to the Employer and to the Union within sixty (60) days following the

close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

**Section Four: Acceleration of Procedure.** The parties may agree to accelerate a grievance to commence at a higher Step in the procedure, where such acceleration is appropriate and processing of the grievance at earlier Steps would be futile.

**Section Five:** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

**Section Six:** All grievance discussions and/or meetings shall take place on the premises of the Employer during normal work hours, when possible. The grievant shall suffer no loss in pay as a result of attending a grievance meeting during normal business hours. If the meeting should be held after normal working hours, the employee will not receive any additional compensation.

## **ARTICLE 8**

### **EMPLOYEE DISCIPLINE**

**Section One: Just Cause and Progressive Discipline.** The Village and the Union agree with the tenets of progressive and corrective discipline to improve behavior and/or performance. Progressive discipline consists of the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

The Village may, however, depending upon the severity of the Employee's behavior, administer discipline at any level of the progression stated above and in a timely manner depending on the circumstances for such discipline. Employees may also be relieved from duty with pay by the Village pending an investigation of the Employee's conduct.

Non-probationary employees shall not be discharged, suspended, reprimanded, or otherwise disciplined in any manner without just cause. When the Village has reason to believe that an employee's conduct or behavior may warrant disciplinary action, the disciplinary process set forth below and any resulting disciplinary action shall be done in a manner that will not embarrass the Employee before other employees or the public, and shall be administered in a timely manner depending on the circumstances for such discipline.



**Section Two: Administration of the Disciplinary Process.** When, in the judgment of a Supervisor that an employee's conduct or behavior warrants consideration of disciplinary action, the Village shall promptly furnish the Employee, his/her Union's designated Business Representative and the Union Steward assigned to the employee's department with a clear and concise written statement of the reason(s) for which disciplinary action is being considered. In such cases, the Supervisor and/or other management personnel shall conduct a hearing at which the employee shall be provided an opportunity to rebut the allegations contained in the Village's written statement, and shall be entitled to Union representation if they so request it. Following the conclusion of the hearing and the collection of additional information if necessary, the Village shall make a determination regarding whether or not disciplinary action is warranted, and if so, the appropriate level, taking into consideration the severity of the Employee's behavior and the tenets of progressive and corrective discipline. In the event that disciplinary action is deemed appropriate, the Employee, the Steward attending the hearing and the Union's designated Business Representative shall be served simultaneously with a clear and concise written statement of the disciplinary action including oral reprimands. Only those disciplinary actions which have been served to the Employee, his/her Union Representatives, and placed in the Employee's personnel file shall constitute the Employee's official record of discipline.

**Section Three: Other Instances of Union Representation.** When, in the course of a Supervisor talking to an Employee concerning his/her conduct and/or behavior, the Employee has reasonable grounds to believe the discussion may be used to support or result in disciplinary action against him/her, the Employee shall be entitled to the presence of a Union representative if they so request representation. . When such representation is requested by the Employee, the Village must either: (1) grant the request and delay discussing the matter until a Union Steward or Union Business Representative arrives and has an opportunity to consult privately with the Employee for a reasonable period of time before the resuming the discussion; or (2) deny the request and end the discussion immediately; or (3) give the Employee the choice of continuing the discussion without representation, or ending the discussion immediately.

**Section Four: Grievances Resulting From Disciplinary Action.** Disciplinary actions of written reprimand, suspension and discharge may be processed through Step 4 of the grievance process (arbitration) described in Article 7 (Grievance Procedure). Oral reprimands may not be grieved beyond Step 3 of the grievance procedure (Village Manager). Grievances resulting from the discharge of an employee shall be initiated at Step 3 of the grievance procedure within five (5) working days from the date of discharge unless the parties agree to a later date.

**Section Five: Stale Material.** Disciplinary actions recorded in the Employee's personnel files shall not be used after eighteen (18) months to justify subsequent disciplinary action except for a related offense.

## ARTICLE 9

### SENIORITY

**Section One:** For purposes of this Agreement, Village seniority is an employee's length of continuous service with the Employer since the employee's original date of hire in years, months, and days. Such Village seniority shall determine benefit accrual rates and vested rights for fringe benefits. Bargaining unit seniority is an employee's length of continuous service with the Employer in any job classification covered by this Agreement in years, months, and days. Further, such bargaining unit seniority shall prevail by department and then by classification when selecting vacations and calling employees back to work overtime. Job classification seniority is the employee's length of continuous service with the Employer in a particular job classification covered by this Agreement. The Employer shall provide the Union on an annual basis with a list that designates the employees' Village and bargaining unit seniority as well as years of service within the Village.

**Section Two: Seniority Computed.** Seniority shall be determined by the Employee's start date in the Village, bargaining unit or job classification as the case may be. Such seniority within a particular job classification shall prevail in the event of a layoff or layoffs by the Employer. In the event that a tie in seniority exists, seniority shall then be determined by the date the involved employee's application for employment was received by the Village, as indicated by the Village's official date stamp (i.e. the employee that applied for employment first shall have the most seniority). In the event that a tie in seniority still exists, a coin toss shall then be conducted to determine the greater seniority.

**Section Three: Seniority Lists.** The Employer shall semi-annually post an up-to-date seniority list on bulletin boards.

**Section Four: Breaks in Seniority.** Employees shall lose their seniority and their names shall be removed from the seniority list, if the employee:

- (a) Voluntarily quits; or
- (b) Is properly discharged for just cause; or
- (c) Fails to return to work within ten (10) days after being recalled from layoff unless a satisfactory reason is given; or
- (d) Is absent for three (3) consecutive days and fails to notify his/her supervisor as required during that period and does not report to work at the beginning of the fourth consecutive work day without notifying his/her supervisor except upon demonstration to the Village Manager of extenuating circumstances; or
- (e) Fails to report for work at the termination of a leave of absence or disciplinary action;



- (f) Has less than twelve (12) months of seniority and is laid off for a period equal to or greater than the length of service.

Notification for the purpose of this Section will be made by certified mail addressed to the Employee's last known address as shown on the Employer's records.

## ARTICLE 10

### PROMOTIONS AND TRANSFERS

**Section One: Posting Vacancies.** When a new bargaining unit position (Appendix A) is created or a vacancy exists in a bargaining unit position, notice of said position vacancy shall be provided to the Union and shall be posted for ten (10) working days on the Union and Village bulletin boards. Such posting shall state the job classification available, rate of pay, qualifications, number of openings available and the date the posting is closed.

**Section Two: Application Process.** Employees interested in applying for such openings must complete a Village Application for Employment and submit it to the Human Resources Department prior to the closing date. Applicants will receive a time-stamped photocopy of the first page of the application form as documentation of submitting an application. The Village shall notify the Union of the number of bargaining unit employees who submitted applications. An employee must successfully complete their probationary period prior to applying for such openings.

The Village will select the most highly qualified applicants from the bargaining unit, and a like number of qualified applicants from outside the bargaining unit for consideration to fill the vacant position; however, in no case will the Village be restricted to consider less than three (3) qualified applicants, whether they are in or outside the bargaining unit, for a single vacancy. Seniority will be a factor in determining the successful candidate in the event two or more bargaining unit members with relatively equal abilities and qualifications are under consideration for the position. Upon request by any internal applicant either deemed not qualified or not selected as a result of the interview process, the Human Resources Department will inform the applicant of the reason(s) (e.g. the employee's lack of training, experience or qualifications) for their elimination. In the event that an examination is given by the Village to test the job qualifications of applicants for the vacant position, all tested applicants shall be subject to the same examination and scoring procedures.

A bargaining unit employee who applies for or is placed in a position that has a classification different from the employee's current classification shall serve a six-month probationary period to demonstrate his/her abilities and qualifications; except:

- a) A bargaining unit member who transfers from one department or division to another and retains their job classification does not serve a new probationary period; and

- b) A bargaining unit member who is promoted within the same department or division as a result of a reclassification by the Village of the position held by the current bargaining unit member does not serve a new probationary period.

In the event that the Village desires additional time to determine the abilities and qualifications of any probationary employee, it shall notify the Union prior to the employee's last day of probation of its decision to extend the period up to no more than thirty (30) additional working days. If at any time within the first thirty (30) working days of an employee's initial probationary period the employee requests to return to his/her former position or the Village indicates that the employee's probationary performance is failing to meet expectations, the employee shall be permitted to return to his/her former position contingent upon the former position being vacant at the time of the request. If the position has been filled, the employee will be placed on layoff status.

**Section Three: Probation Resulting From Initial Hire:** Probation shall be defined as a period of time starting with the employment date and running six months. The employer may extend the initial probationary period for up to an additional thirty working days upon notification of the employee and the Union. During the initial hire probation period or extended probation period, a probationary employee may be discharged, suspended, disciplined or otherwise penalized at the sole discretion of the Employer without being subject to the "just cause" provisions of Article 8, Section 1.

**Section Four: Temporary Transfers.** Temporary transfers for a period not to exceed thirty (30) working days may be made by the Employer when employees are ill or absent from work or when work in another area requires additional help. Such transfer assignment may be extended upon mutual agreement between the Employer and the Union. Employees who are temporarily transferred to a classification which is compensated at a higher rate shall receive compensation at the beginning of the range for said classification or 5% above their current rate of pay, whichever is higher. Employees temporarily transferred to work in a classification, which is compensated at a lower rate, shall receive their current rate of pay.

In the event that a situation exists for which there is a need to designate an employee as a lead worker, the Village shall designate the employee who is deemed most capable and willing to perform the role. While serving as lead worker, the employee will perform non-disciplinary, and/or organizational tasks including but not limited to directing the work force, making and checking assignments and recording work completed. Employees who are assigned to act as a lead worker, in those instances where the immediate supervisor is absent from work, shall be compensated at a rate of 5% above their current rate of pay for the actual hours worked in a lead capacity after working a half day in the higher classification.

**Section Five: Rates of Pay on Promotion and Demotion.**

If any employee is promoted or demoted, his or her rate of pay for the new position shall be determined as follows:

- (a) Employees shall receive a 5% increase upon promotion or the minimum rate of pay for the new classification, whichever is greater.
- (b) An employee demoted to a lower classification shall retain his/her current wage rate so long as it is within the pay range of the lower classification; otherwise, the employee's rate of pay shall be set at the maximum rate for the lower classification.

## ARTICLE 11

### LAYOFF AND RECALL

**Section One: Layoff s.** In the event that the Village identifies positions within the classifications listed in Appendix A, which will be reduced in force, the Village shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. Employees with the least bargaining unit seniority in the affected classification shall be removed from their classifications. The Union may request to negotiate alternatives to the layoff with the Village. Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date of the layoff. Probationary employees shall be laid off prior to non-probationary employees in the same classification being laid off.

**Section Two: Bumping Rights.** An employee, with greater seniority, who is to be laid off shall be given the opportunity to "bump" the least senior employee in another equal or lower bargaining unit classification listed in Appendix A, if the Employee wishing to bump is otherwise qualified for the position. Bumping rights must be exercised within ten (10) working days of the notification of layoff to the employee. Such election to bump must be provided in writing addressed to the Director of Human Resources. If the employee's wage rate in the old classification is more than the top rate in the new classification, the employee will receive the top rate in the new classification following application of Article 11 Section Three.

**Section Three: Recall from Layoff.** The names of employees laid off shall be placed on a recall list for a period of 12 months for the job classification involved in the layoff. Such laid off employees shall be eligible for recall in the reverse order of layoff, (as noted above under "layoffs") provided the Employee has the physical fitness and is capable of performing the available work. Qualified employees on layoff will be given the first opportunity to work as a temporary employee. At the time of recall, the recalled employee will receive the previous rate of pay and any wage increase attributable to that position during the layoff period.

When a senior employee selects to take a job in a lower-rated classification due to a reduction-in-force, he/she shall receive the rate of pay for their prior classification for the first two (2) full pay periods worked in the new classification. If such senior employees are still on the job after the first two (2) full pay periods worked, they shall receive the rate of the lower-rated classification to which they have been assigned.

**Section Four: Reinstatement to Prior Position.** An employee who bumped into a different job classification to avoid layoff shall, for a period of twelve (12) months, be eligible for reinstatement to the original or like job when an appropriate vacancy occurs provided the employee is still qualified and able to perform the job and accepts the offer of reinstatement within ten (10) working days after being notified of the availability of the job. At the time of reinstatement, the reinstated employee will receive the previous rate of pay and any wage increases attributable to that position during the layoff period.

**Section Five: Impact Bargaining.** In the event that there is a reduction in force of bargaining unit employees, the Village will negotiate with the Union, upon the Union's request, regarding the impacts of such decision.

## ARTICLE 12

### SUBSTANCE ABUSE

Members of the bargaining unit who are not safety sensitive employees will be governed by the substance abuse policy affixed to this agreement as Appendix C.

Those members that are working as safety sensitive employees will be governed by the Department of Transportation and Omnibus Transportation Employee Testing Act of 1991 affixed to this agreement as Appendix D. For purposes of this Article, Urban Forestry Technicians shall be considered as "safety sensitive employees" as defined in Appendix D.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

**Section One: Supervisors.** It is agreed and understood that no supervisory employee will be permitted to perform bargaining unit work except in emergencies and for training purposes.

**Section Two: Safety and Health.** The Village shall make reasonable provisions for the safety and health of the Employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the Employees from injury and illness in conformance with statutory requirements.

A Safety Committee of three (3) members from the bargaining unit and three (3) members from management shall meet as the parties deem necessary to discuss safety matters.

**Section Three: Right to Know.** The Village shall comply with Federal and State laws regarding the Employee's right to obtain information regarding toxic substances in the work place. Inquiries shall be

directed to the Human Resources Director. The Village employees shall use M.S.D.S. (Material Safety Data Sheets) information when handling toxic chemicals and shall perform work in a safe and prudent manner.

**Section Four: Record Keeping.** The Village shall maintain an up to date listing of all accumulated time to include Vacation, Personal, Sick and Compensatory time.

**Section Five: Cross Training.** The Village and the Union agree that there are mutual benefits when employees receive cross training for the purpose of performing responsibilities that fall within other classifications within the same salary grade. Cross training refers to training which would allow the employee to perform work within another classification within the same salary grade on an ongoing basis and is not the same as a temporary transfer. Cross trained employees may be asked to perform work in any classification for which they are cross trained. A one-time cross-training increase of 1.5% shall be added to the base salary of any employee who receives formal notice of cross training from the Village's Human Resources Department. Any such job changes are considered mandatory and not at the option of the employee. Employees may also request to receive cross training and the employer shall consider such requests.

## ARTICLE 14

### NEW TECHNOLOGY

"Technology changes" shall be defined as any new or change in method, processes, equipment and new material that enhance customer/tax payer satisfaction through providing high quality services at lower costs. The Village will give written notification to the Union Business Representative and Steward(s) not less than 30 working days in advance of any proposed technology changes which may result in a bargaining unit layoff or a substantial change in a position's assigned duties.

The Village and the Union agree that it is to their mutual benefit and represents a sound economic and social goal for the Village to continuously improve its services and methods through technological changes and innovative work practices in order to increase its efficiency and the quality of work life and productivity of employees. In this way, the Village will be able to provide more enhanced services and thereby provide more economically secure jobs for its employees.

Upon notice of the contemplated change, the Village will meet promptly with the Union to discuss the effects of the technological changes upon the work force (see also Article 15, if applicable)

The Village shall provide the Union with all known pertinent information regarding the technological changes in order to determine the effects on the bargaining unit, job, department, etc.

In the event that an employee is required to utilize new technology that requires the attainment of new skills, abilities and knowledge, the affected employees shall be given a reasonable amount of time

to learn how to effectively operate such technology. The Village shall pay for any required training. For training the Village requires outside of the employee's normal work schedule, the Village shall provide notice of the training in writing to the employee with a copy to the Union. The Union may request a meeting with the Village to review the requirements of training outside of the employee's normal work schedule. The employee shall be compensated for travel and training as required by the Fair Labor Standards Act.

In order to stimulate and support changes aimed at achieving objectives which meet the above goals, the Village and the Union agree to establish a joint Union/Management Committee to study the issues arising from technological change and its effects on the Employees of the bargaining unit and to enhance customer/tax payer satisfaction enabling the Village to provide more competitive services and thereby providing more economical secure jobs for its employees. The Committee will be comprised of the Stewards and Management Representative(s).

The Village recognizes its responsibilities when it is necessary to reduce the number of employees in any given job classification and/or department and will attempt, where possible, to do so through attrition and/or reassignment to existing vacancies as per the Agreement prior to implementing any reduction in force of bargaining unit employees. For the purpose of this Agreement, the term attrition shall mean the loss of seniority by retirement, death, disability or voluntary quit or termination for cause.

It is the Village's policy to assure necessary training and retraining of employees so that they may have the opportunity to acquire the knowledge and skills to participate in and share the benefits of the continuous improvement process, and that such training within the Employee's job classification will be done during the Employee's regular scheduled work day, if possible, or during off-duty hours which shall be paid as time worked.

The Village shall not use technological changes for the sole purpose of converting jobs from bargaining unit status to non-bargaining unit status.

In addition, the Village will continue to monitor any prior sub-contracting work and if the Village determines in its sole discretion that it is in the best interest of the Village, it may return such work to the bargaining unit.

Any new positions created by technological changes will be filled in accordance with the provisions of this Agreement governing the posting of promotional and transfer opportunities.

Any alleged violations of this Section will be processed through the established grievance procedure.



## **ARTICLE 15**

### **PERSONNEL POLICIES**

When a new job classification within the bargaining unit is established or an existing one changed, the Village will submit a description in writing to the Union within thirty (30) days prior to said change. The change will go into effect unless, upon request by the Union within the thirty (30) days prior to the change the Union requests a meeting to discuss the Employer's reason for the change.

When the change is related to an employee currently in the job classification with the proposed change, upon request by the Union prior to the change, the parties will meet to negotiate the wage rate and other relevant factors and if not resolved, such change and attendant issues will be subject to the grievance and arbitration procedure.

The Employer will utilize the same application form for bargaining unit members seeking change of classification as it does for external applicants applying for classifications covered by this Agreement.

The Employer will provide to the Union on a quarterly basis a list showing the names, job title, hourly wage and hire date of members of the bargaining unit.

The Employer will supply the names of newly hired employees who are potential members of the bargaining unit in a timely manner.

## **ARTICLE 16**

### **TEMPORARY EMPLOYEES**

Temporary employees will not work beyond 90 calendar days within a calendar year per the position for which they were assigned. However, it is understood that on occasion temporary employees may work more than 90 calendar days per position for which they were assigned. When a temporary employee is needed for more than 90 calendar days in the same position the Village will discuss the need for an extension with the Union at least 10 days prior to the 90th day. The Village will provide the Union with an estimate of the length of employment beyond 90 calendar days. The parties will be reasonable in establishing the length of extension. The Village will provide the Union with the names and positions of all temporary employees within five (5) working days of their actual start date and their anticipated length of employment.

Before hiring temporary employees, the Village will offer the temporary work to qualified bargaining unit employees in the classification of the work to be performed even if that employee is on layoff.

If an insufficient number of employees in the classification agree to perform the work at the time it is offered, the Village may hire temporary employees.

The Village will not have more than ten (10) temporary employees filling bargaining unit positions at any one given time. The parties will discuss the need for more than the specified number of temporary employees before any additional appointments are made. The parties will be reasonable in requesting temporary appointments beyond the specified numbers and the union shall reciprocate in its agreement to such requests.

Temporary employees will not be used to avoid filling regular full time or part time bargaining unit positions. The Village will make all reasonable efforts to minimize incidents of temporary employees working overtime.

## **ARTICLE 17**

### **UNIFORMS**

The Employer agrees to furnish uniforms to employees covered by this Agreement as follows. Employees covered by this Agreement must wear uniforms at all times while on duty or be subject to disciplinary action by the Employer.

Employees shall be provided the following uniform articles once each year. Replacement of uniform articles may be contingent upon the employee returning the worn-out article to the Village (with the exception of tee shirts). The Village reserves the right to repair rather than replace worn or damaged articles. Items such as jackets, bibs, sweaters and sweatshirts may not be replaced annually unless significantly worn or damaged.

The positions below are required to wear uniforms and shall be provided the items below based on their classification:

#### **Forestry Technicians and Forestry Crew Chief**

- Ten (10) Uniform Shirts (Combination of T-shirts and reflective long sleeve pullover – employee to choose the combination)
- Work Pants (up to five (5), brand and color selected by the employee with the approval of the Village)
- 1 ANSI Class II Jacket
- 1 ANSI Class II Hooded Sweatshirt
- 1 set Winter Jacket/Bibb Overalls (provided each November)
- 1 Pair High top Safety Boots

#### **Animal Control Officer**



- Work Pants (up to five (5), brand and color selected by the employee with the approval of the Village)
- 1 Pair High top Safety Boots

**Inspectors**

- 1 Pair High top Safety Boots

**Parking Enforcement Officers**

- 1 pair of High top Safety Boots (Black)
- Work Pants (up to five (5), brand and color selected by the Village)
- Work Shirt (up to five (5) combination of short and long sleeve – employee to choose the combination)
- 1 Belt (Black)
- 1 Jacket
- Work Hats (combination of two (2) summer hats and one (1) winter hat)

**Police Records Clerks**

- 1 pair of Shoes (Black)
- Work Pants (up to five (5), brand selected by the Village)
- Work Polo Shirt (up to five (5) combination of short and long sleeve – employee to choose the combination)
- 1 Belt (Black)
- Socks (up to five (5) pairs - Black)
- 1 Sweater

**Parking Meter Technician**

- Ten (10) Uniform Shirts (Combination of long and short sleeve – employee to choose the combination)
- Work Pants (up to five (5), brand and color selected by the Village)
- One (1) pair of high-top safety boots
- One (1) winter jacket
- Socks (up to five (5) pairs – black)
- Work hats (combination of one (1) summer and one (1) winter hat)

All clothing articles listed above shall be of adequate quality for the use intended on the job and may be replaced sooner than the annual schedule when lost, damaged, stolen or worn out due to normal usage. Said clothing item(s) will not be replaced as a result of an employee's negligence. All clothing articles are for use on the job only.

As an alternative to the Village providing the boots / shoes, the Village may reimburse any employee

covered by this Agreement that are required to wear high top safety boots / shoes at all times while on duty employees up to \$175.00 for safety boots and \$100.00 for shoes for initial issue and annually for replacement as the boots / shoes become damaged or worn out.

The Village will replace, sooner than the annual schedule, any boots / shoes that become damaged or worn out due to normal wear. The old pair must be turned in before a new pair will be issued. Employees will only wear such boots / shoes while performing work for the employer and while in route to and from work. Employees may wear the boots / shoes while in route to and from the Village work site. The employee will be responsible for reasonable care and maintenance of the boots / shoes and will not replace any damaged through abuse or misuse.

## **ARTICLE 18**

### **LEAVES OF ABSENCE**

**Section One: Military:** The Village will comply will all Federal and State laws governing Military leave.

**Section Two: Family and Medical Leave:** The Village will abide by the Family and Medical Leave Act

**Section Three: Other Leaves of Absence.** The Employee will be entitled to other Leave of Absences as described in the Village's Personnel Manual.

## **ARTICLE 19**

### **JURY DUTY AND COURT APPEARANCES**

Employees who are called and thereby required to appear for jury service, witness service where the employee is not an initiating party to the lawsuit, or a coroner's panel shall be excused for each day of service falling on their regular work days. Employees will receive their regular day's pay provided any fees received by the employee are turned over to the Village. Employees should inform their supervisors of impending service upon notification, thereby providing ample time for scheduling.

## **ARTICLE 20**

### **FUNERAL LEAVE**

In the event of a death in the employee's immediate family, the Department Head will grant a maximum of three (3) calendar days off with pay. "immediate family" shall mean the spouse, domestic partner, children, mother, father, sisters, and brothers of employees or their spouse, domestic partner,

whether natural, step, in-law or grand.

In addition, a maximum leave of three (3) calendar days off with pay will be granted in the case of a death of a person who is a household member but who is not defined as "immediate family."

## **ARTICLE 21**

### **ATTENDANCE AT CONFERENCES**

Attendance at professional conferences, seminars, technical meetings, special assignments and/or training programs shall be considered part of the employee's normal duties. Employees may request authorization to attend such functions at Village expense by obtaining the necessary forms from their Supervisors. Approval of attendance at any function is within the complete discretion of the Department Head and/or Village Manager.

When employees are required by the Village to perform special assignments, the essential expenses of travel, meals and lodging will be reimbursed. When employees anticipate reimbursable expenses, they should consult with the Department Head to determine what will be reimbursed, the extent of reimbursement, the forms necessary to record expenses and the receipts that must be kept to verify expenses.

Mileage for use of a personal vehicle to and from any of the above shall be paid by the Village at the reimbursement rate stated in the U.S. Tax Code.

## **ARTICLE 22**

### **VACATION POLICY**

The Village shall grant vacation with pay to employees. Eligible employees shall accrue vacation hours on a bi-weekly basis. The amount of accrual of vacation hours bi-weekly shall be based on the employee's length of Village service, as defined in this policy:

- a. From the starting date through the completion of five (5) years continuous services, the employee earns vacation at the rate of two (2) weeks annually with pay (10 days).
- b. From the start of the sixth (6) year of continuous service through the completion of the twelfth (12th) year of service, the employee earns vacation at the rate of three (3) weeks annually with pay (15 days).
- c. From the start of the thirteenth (13th) year of continuous service through the completion

of the twentieth (20th) year of service, the employee earns vacation at the rate of four (4) weeks annually with pay (20days).

- d. From the start of the twenty-first (21st) year of continuous service the employee earns vacation at the rate of five (5) weeks annually with pay (25 days).

Any increases in accrued vacation time due to length of service will occur during the pay period in which the employee's anniversary date falls.

Regular part-time employees will be eligible for vacation as accrued and approved in advance by their Supervisor. The vacation days allowed shall be determined by dividing the actual hours worked by the employee during the previous calendar year by 1950. The resultant number shall then be multiplied by 75 hours to determine the number of vacation hours to be awarded to the part time employee.

Employees may only use vacation time they have accrued. Vacation use and available accrued vacation will be shown on the biweekly pay stubs.

Vacations are to be taken in full or half work day increments and must be requested and approved in advance. All employees have until May 1<sup>st</sup> to select their vacation in that year and seniority shall be honored for those selections. However once vacation is approved for any employee, even during the January through May selection period, vacation cannot be taken away by another more senior employee. After May 1<sup>st</sup>, employees can select vacation on a first come, first serve basis. Vacation selections shall be coordinated and approved by the Supervisor to ensure adequate staffing. In case of conflict among the employees concerning the scheduling of their vacations, seniority by classification shall govern.

Upon termination, employees will be compensated for any unused accrued vacation.

Employees are encouraged to take vacation time in the calendar year in which it is earned. However, employees are allowed to carry over some unused vacation time into the next calendar year in an amount which shall not exceed the amount of vacation that the employee accrues on an annual basis. Any vacation time in excess of the maximum permitted carryover amount will be forfeited at the end of the calendar year unless otherwise approved by the Village Manager.

In the event of the employee's death, compensation for all unused vacation allowances shall be paid to the employee's beneficiary.

In case of conflict among the employees concerning the scheduling of their vacations, seniority by classification shall govern.

## ARTICLE 23

## HOURS OF WORK

**Section One: Work Week.** The normal work week shall consist of thirty-seven and one half (37-1/2) hours of work per week, Monday through Friday, except as delineated below. Forestry Division employees will continue to work forty (40) hours per week.

Working hours for part-time employees will be defined by Federal and State law.-

Any proposed changes in work schedules, temporary or permanent, shall not be implemented without prior notification to the Union. Proposed changes will be submitted to the Union at least ten (10) days prior.

**Section Two: Work Hours.** The scheduled hours of work for employees may vary among departments because of operational demands. It is understood that, as far as practical, hours will be uniform for all employees in the same department assigned to the same responsibilities.

Working hours for full-time employees other than Forestry shall be seven and one-half (7-1/2) consecutive hours, at the option of the employer, between 6:30 a.m. and 6:00 p.m. except for days when Village Hall is open to the public for official business (i.e. such as Monday evening hours for permit sales the working hours are between 7:00 a.m. and 7:00 p.m. for the Parking Division or Saturday quarterly permit sales). Employees will receive one (1) hour off for lunch not to be paid by the Village unless otherwise noted in this Article. There will be a morning and afternoon break not to exceed fifteen (15) minutes.

Parking Enforcement Officers shall be scheduled for work on a twenty- four (24) hour per day, seven (7) day per week basis. The parking enforcement schedule shall run from Sunday at 12:00 am through Saturday at 11:59 pm.

The following shifts and differential payments shall be established:

<u>Shift Day</u>		<u>Hourly Differential</u>
Day	(6:30 a.m. through 2:30 p.m.)	None
Evening	(2:30 p.m. through 10:30 p.m.)	\$0.25 per hour
Night	(10:30 p.m. through 6:30 a.m.)	\$0.45 per hour

For the determination of eligibility for shift differential payment and holidays the preponderance of hours worked will be the determining factor.

Working hours for full-time Parking Enforcement Officers shall be seven and one-half (7-1/2) consecutive hours scheduled during the shifts shown above. There will be two (2) fifteen (15) paid relief periods to be scheduled during the first and last halves of the workday. Parking Enforcement Officers shall receive a one-half (1/2) hour unpaid meal period.

Part-time employees shall be permitted to take one fifteen (15) minute break for each increment

of three (3) hours of work. A one-hour unpaid lunch period will be provided after five (5) or more hours.

Employees are not allowed to work through lunch or breaks and be excused from work early or be paid for such time. If an instance should occur in which an employee is required to finish a transaction with a customer, the Supervisor will adjust their lunch or break time in accordance with the Fair Labor Standards Act.

Forestry employees will have a thirty (30) minute unpaid lunch period with two fifteen (15) minute breaks at the work site during their eight (8) hour work day. Each work day shall consist of a total of thirty (30) minutes of break time split into two (2) fifteen-minute break periods, one at 9:00am and one at 2:00pm; however, the Village may modify such break times due to job conditions.

**Section Three: Overtime.** Hours worked in excess of thirty-seven and one-half (37-1/2) hours per week and/or seven and one-half (7-1/2) hours per day but less than forty (40) per week and/or eight (8) per day should be calculated at straight time. Hours after forty (40) hours or in excess of eight (8) per day will be paid at time and a half with the exception of services contracted out to other communities (inspectional and health services) which will be paid at time and a half after thirty-seven and one-half (37-1/2) hours. Forestry employees will continue to be paid time and one-half for hours beyond forty (40) hours per week and/or eight hours per day.

**Section 3.1 Work on Saturdays:** Time and one-half (1-1/2) shall be paid for approved hours worked on Saturday unless the employee has been assigned to a flex-time schedule. This is not Call-In Pay as described in Section 4 because the work covered by this section was scheduled prior to Saturday.

**Section 3.2 Work on Sundays:** Double time shall be paid for all approved hours worked on Sunday with the exception of those on flex-time. This is not Call-In Pay as described in Section 4 because the work covered by this section was scheduled prior to Sunday.

**Section 3.3 Flex Time for Work on Saturdays and Sundays or Evenings:** The parties agree that operational needs require the use of flex-time but such use will not be for the sole purpose of avoiding overtime. Employees who are given the option by their Supervisors to choose to flex their time as a result of work performed on Saturday and/or Sunday and/or evenings shall not be eligible for premium pay solely for working said days and/or hours. Flex time is at the sole discretion of the Employer and must be approved in accordance with the Personnel Manual.

Those employees who choose not to flex their time as a result of work performed on Saturday and/or Sunday and/or evening hours shall receive premium pay or compensatory time as outlined in this Article. Employees shall work a flex-time schedule from Monday through Friday within the same payroll period that the Saturday and/or Sunday and/or evening hours are worked.

**Section 3.4 Temporary Assigned Flex Time For An Event:** Employees assigned to flex-time

schedules will be so advised at least ten (10) days prior to the event requiring Saturday and/or Sunday and/or evening work.

Parking Enforcement Officers shall be eligible for payment of overtime as follows:

- a. Hours worked in excess of thirty-seven and one-half (37-1/2) hours per week and/or seven and one-half per day but less than forty (40) hours per week and for eight (8) per day shall be calculated at straight time.
- b. Hours after forty (40) hours or in excess of eight (8) per day shall be paid at time and one-half (1-1/2).
- c. Because Parking Enforcement Officers may be scheduled to work on Saturday and/or Sundays as part of their normal straight time rate hourly rate, they shall be eligible to receive time and one-half (1-1/2) pay for hours worked on the sixth (6th) consecutive day worked and double time (2.0) time pay for the hours worked on the seventh (7th) consecutive workday.

**Section 3.5 Part-time Employees:** Part-time employees are only eligible for overtime at time and one-half (1-1/2) when they work in excess of eight (8) hours in a day or forty (40) hours in a week.

**Section 3.6 Compensatory Time:** At the option of the employee, in lieu of pay for overtime, compensatory time may be "banked" at the rate of time and one-half (1-1/2). The bank cannot exceed thirty-seven and one-half (37-1/2) straight-time hours in each calendar year. All unused comp time at the end of the calendar year will be paid out by January 31st of the following year at the employee's rate of pay in the year for which it was earned. Request for use of compensatory time must be made at least forty-eight (48) hours in advance of the desired time off. The Village shall not unreasonably deny such request.

**Section 3.7 Departmental Overtime:** Departmental overtime will be offered to the most senior employee within the job classification requiring the overtime, given relatively equal qualifications. The most senior employee will be offered the overtime first and then if denied, the next most senior employee will be offered the overtime. If no one in the Department within the job classification requiring the overtime accepts the assignment, then reverse seniority shall be used to fill the assignment. However, if in advance of the job requiring the overtime, the Department established and determined an approved list of qualified employees in other Departments who can perform specified overtime work, this section does not prohibit the Department from offering the overtime to those employees prior to requiring the least senior employee to work. Establishment and use of this list will be at the discretion of the Village.



**Section 3.7.1 Department Overtime for Regular Extended Days Village Hall is Open (i.e. Mondays):**

It is understood that Village Hall has regular extended hours as established in Article 23, Section Two. The Village has the option to either offer a permanent schedule or flex schedule to cover the Hours of Work (i.e. on Mondays until 7pm). If coverage is needed while the employee with the permanent or flex schedule is on paid time off, if there is a vacancy with the employee with a permanent or flex schedule, or the Village determines additional employees are needed to service the public, it is understood the Village will use the process outlined in Section 3.7 to cover the extended Hours of Work (i.e. until 7pm on Mondays). Refusal to work may result in discipline up to and including termination.

**Section 3.7.2 Department Overtime for Regular Saturday Hours for Official Business (i.e. Permit Sales):** On Saturdays for which Village Hall is open to service the public, this work will be paid in accordance with Section 3.1 at time and one-half (1-1/2) using the process outlined in Section 3.7 or using flex time or a permanent schedule per Section 3.7.1.

Overtime shall not be paid more than once for the same hours worked nor shall it be duplicated or pyramided.

The hours worked by employees before the beginning of their regular shift on any work day at the request of the Employer, shall be considered as part of the shift for that day for the purpose of computing overtime pay, and employees called in before the beginning of their regularly scheduled shift shall be granted the opportunity to work out their regularly scheduled shift.

**Section Four: Call-In Pay:** The Employee will receive a minimum of three (3) hours at time and one-half (1-1/2) for emergency callback Monday through Saturday, and double (2) time for emergency callback on Sundays and holidays, provided the call is made by the Supervisor or department head. This excludes those on approved flex time and excludes work that was scheduled during the week prior to Saturday or Sunday.

**Section Five: Attendance at Night Meetings for Taking Minutes:** Employees who are required to attend a night meeting for the sole purpose of taking minutes will receive a minimum of one (1) hour overtime pay. This purpose of this section is to guarantee a minimum of one hour of overtime in the event the citizen meeting is cancelled after the employee arrives at the meeting.



## ARTICLE 24

### HOLIDAYS AND HOLIDAY PAY

**Section One:** Holidays. All full-time and probationary employees shall be paid for the following holidays during the course of a calendar year:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
1/2 Christmas Eve  
Christmas Day  
Birthday Holiday (Floating)

One and a Half (1 ½) Floating Holiday Days\*

\*Floating Holidays are pro-rated for part-time employees

A scheduled holiday that falls on a Saturday shall be observed the preceding Friday. When the holiday falls on Sunday, it shall be observed on the following Monday.

When a holiday falls on an employee's regularly scheduled day off, the employee shall be given an additional day off in lieu of the holiday.

Prior approval for floating holidays will be based on the department's operational needs and will not be unreasonably denied. Requests for use of floating holidays must be made not later than forty-eight (48) hours in advance of the desired time off.

In addition, all employees assigned to the Forestry Division will continue to receive one personal day per year.

**Section Two:** Holiday Pay. To be eligible for holiday pay, the employee must work the last scheduled work day before and the first scheduled work day after the holiday. Exceptions to this policy may occur if approved by the Human Resources Director such as the employee is on a pre-approved vacation, FMLA approved leave, or using pre-approved comp time.

If employees are required to work on any of the above-named holidays, they shall be paid at the rate of double-time. If employees are not required to work on any of the above-named holidays, they shall receive a day's pay at their regular hourly rate.

Part-time employees shall receive prorated pay for holidays that fall on their normal work day listed above based on the average hours worked that day.

When any of the holidays, as scheduled are not worked, eligible employees shall be paid at their regular rate.

## **ARTICLE 25**

### **SICK LEAVE**

The Village shall grant sick leave to an employee who is unable to report to work due to non-work-related illness or any non-work-related physical condition, which prevents the employee from effectively performing duties of the job. Sick leave is allowed only in cases of necessity when the employee is actually sick or disabled in a pay status, i.e. not on unpaid leave of absence.

One purpose of sick leave is to financially assist those employees who experience illnesses of several weeks' duration. Employees are, therefore, encouraged to accumulate their leave to limit the need for placement on a sick leave- no pay status. Employees may accumulate a total of 240 days, which equals one (1) year.

Those who are eligible to retire per the Illinois Municipal Retirement Fund (I.M.R.F), may "qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave, at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof' up to twelve (12) months (240 days). The Employee should contact the I.M.R.F. to determine if they are eligible for this benefit. Should a conflict exist between this paragraph and the official IMRF rules/state statute, the IMRF rules/state statute shall prevail.

To be considered eligible for sick leave compensation due to a non-work-related illness or injury, employees must adhere to the following procedures: Employees must notify their supervisor by telephone no later than one (1) hour prior to the scheduled workday. When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work; when they will be able to return to work; the location from which they will be recovering and a telephone number at which they can be reached during their recovery. Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one unless permission is granted otherwise. It is understood that such information shall remain confidential.

The Department Head may require an employee to produce a statement from a health care

professional for any non-service connected illness and/or injury which prevented the employee from reporting to work three (3) or more consecutive workdays. The health care statement must state the reasons why an employee was unable to report for work.

Employees who fail to contact their supervisor for three consecutive workdays as described above are considered to have voluntarily resigned. An employee may be reinstated only upon demonstrating extenuating circumstances to the Village Manager.

Medical certification may also be required by the Employer when an employee experiences multiple illnesses of shorter periods and/or absences due to illness and/or injury on the day of, before, or after a holiday or other paid time off.

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

In situations where in the Village designated physician's opinion the employee is fully work capable or capable of performing restricted duty and in the employee's physician's opinion the employee is not fully work capable or capable of performing restricted duty, a third physician's opinion shall be obtained. This third physician shall be selected by mutual agreement between the Village's designated physician and the employee's physician. The opinion of the mutually selected physician shall govern.

Employees are permitted to use paid sick leave when in the opinion of the third physician, the employee was not able to work in a full or limited duty capacity.

If, in the opinion of the third physician, the employee was able to return to work in a full or limited duty capacity, employees are not permitted to use paid sick leave, but may use other paid leave such as vacation and compensatory time.

For circumstances in which the third physician's opinion is not rendered within two weeks of the Village physician's opinion, and the employee was able to return to work in full or limited duty capacity, the employee is not permitted to use paid sick time for the first two weeks; however, thereafter paid sick time may be used.

Employees who are absent from work due to illness the day before and/or the day after a holiday may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Department Head. Employees who become injured or ill and not able to work while on other paid leave must continue their scheduled leave before accrued paid sick-leave can be applied.

Employees shall be eligible for leave under the Family Medical Leave Act (FMLA) as established by the Act. Employees are required to use accrued sick leave for medical events deemed serious by a

medical provider as described in the Act. Once an employee has exhausted all of their paid sick leave, other accrued paid leave may be used for the balance of the FMLA period. In the event that the employee does not have sufficient accrued paid leave to cover the FMLA leave period, he/she shall be placed on unpaid leave for the duration of the FMLA period. FMLA leave runs concurrently with the accrued paid leave and unpaid leave. The protections provided by the Family Medical Leave Act shall expire when the twelve (12) weeks of FMLA leave are exhausted. The Village shall apply a rolling twelve-month period for purposes of administering the FMLA.

Sick Leave may be used for preventative medicine or treatment, which requires the employee to take time off during normal working hours to see doctors and/or receive similar medical attention, which cannot be reasonably scheduled outside of working hours.

The granting of sick leave for the reasons cited in the paragraph immediately prior is within the discretion of the Department Head and may be denied, depending on staffing levels of the department or when such requests have been excessive as determined by the Department Head but shall not be unreasonably withheld.

An additional day's sick leave shall be allowed an employee whose sick leave period included one of the holidays previously listed.

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

Sick leave accrual shall be given to a regular employee so long as such employee is carried on the payroll of the Employer and is paid. No sick leave accrual is to be credited to the temporary employee.

Employees may use their sick leave accrual to take care of family members in accordance with FMLA procedures.

All employees will accrue sick leave at the rate of fourteen (14) days per year.

All employees will have the days accrued during the calendar year added to their bank (e.g. 240 days in bank at start of year + days accrued during the year days used during the year). However, a maximum of two hundred and forty (240) banked days may be carried over to the next calendar year.

Part-time employees are eligible for sick leave accrual at the rate of two (2) hours per pay period.

## **ARTICLE 26**

### **INSURANCE**

**Section One:** Health and Dental Insurance. The employee will receive the identical health and

dental insurance plan at the identical costs as other Village of Oak Park employees not covered by other labor contracts. For health insurance, employee contributions will not increase by more than twenty percent (20%) of the preceding year's contribution rates or the actual percentage, whichever is less. For dental insurance, employee contributions are 100% of the cost of the monthly premium.

**Section Two:** Flexible Spending Accounts. The Employer agrees to provide a Section 125 Plan.

**Section Three:** Life Insurance Coverage. In addition to the hospitalization and medical program, the Employer will pay one hundred percent (100%) of the cost of fifty thousand dollars (\$50,000) of term life and accidental death and dismemberment (AD&D) insurance. The Employer will offer the employee the opportunity to purchase at his/her own expense, subject to approval by the insurance carrier. The Employer will also offer the employee the opportunity to purchase at his/her own expense, optional life and AD&D coverage for their spouse and dependent children, subject to approval by the insurance carrier. This section does not apply to part-time employees.

## **ARTICLE 27**

### **WAGES**

Employees shall receive or be eligible to receive the following increases to base salary and merit lump payment (not added to base):

Effective Date	General Increase	Lump Sum Merit Payment
01/01/2022	2.5%	1.0%
01/01/2023	2.5%	1.0%
01/01/2024	2.5%	1.0%

Eligibility for merit payment is defined in Appendix "E". Employees must have at least one year of seniority to be eligible for a merit payment.

In the event that the Union or the Village initiates a request to make a positive wage adjustment to an individual employee's wages based on additional skills or additional duties performed, such increase if mutually agreed to may be applied within the current wage range of the employee's classification. Such requests are limited to those employees who have successfully completed their probationary period in the job classification. These requests shall not be subject to the grievance and arbitration procedure.

## **ARTICLE 28**

### **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 Federal or State 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 negotiations.

## **ARTICLE 29**

### **TERMS OF AGREEMENT**

This Agreement and each of its provisions shall be effective as of January 1, 2022 and shall continue in full force and effect until December 31, 2024 and thereafter, unless either party shall notify the other in writing sixty (60) days prior to the expiration date of this contract, that it desires to modify and/or amend this Agreement.

**SIGNATURE PAGE**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73**



**Kimarie Allen, SEIU Business Representative**

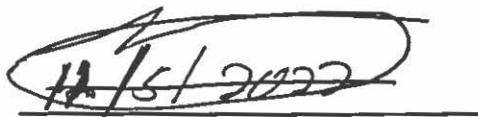


**SEIU President**

11/28/2022

**Date**

**THE VILLAGE OF OAK PARK  
OAK PARK, ILLINOIS**



**Kevin J. Jackson, Village Manager**

12/15/2022

**Date**

**REVIEWED AND APPROVED  
AS TO FORM**



**DEC 15 2022  
LAW DEPARTMENT**

## APPENDIX "A"

### SALARY RANGES

**EFFECTIVE JANUARY 1, 2022 –DECEMBER 31, 2024**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
<b>Grade 1</b>	<b>\$ 33,503.07</b>	<b>\$ 51,165.41</b>
Administrative Clerk		
Permits Clerk		
Customer Service Representative I		
<b>Grade 2</b>	<b>\$ 36,756.34</b>	<b>\$ 56,850.80</b>
Account Clerk I		
Parking Advocate		
Cashier		
Water Meter Reader		
<b>Grade 3</b>	<b>\$ 38,345.85</b>	<b>\$ 59,420.26</b>
Administrative Secretary		
Customer Service Representative II		
Animal Control Officer		
Parking Meter Technician		
<b>Grade 4</b>	<b>\$ 39,706.32</b>	<b>\$ 61,979.21</b>
Parking Enforcement Officer		
Account Clerk II		
Police Records Clerk		
<b>Grade 5</b>	<b>\$ 48,834.58</b>	<b>\$ 68,595.86</b>
Parking Enforcement Officer II		
Senior Police Records Clerk		
Customer Service Representative III		
<b>Grade 6</b>	<b>\$ 50,612.63</b>	<b>\$ 73,039.10</b>
Parking Restrictions Coordinator		
<b>Grade 7</b>	<b>\$ 51,722.27</b>	<b>\$ 77,076.68</b>
Community Relations Coordinator		
Forestry Technician I		
Administrative Assistant		



<b>Grade 8</b>	<b>\$ 52,722.60</b>	<b>\$ 79,938.10</b>
Property Maintenance/Community Development Inspector		
<b>Grade 9</b>	<b>\$ 54,369.47</b>	<b>\$ 83,892.54</b>
Engineering Technician I		
Forestry Technician II		
Licensed Environmental Health Practitioner		
Sr. Property Maintenance/Community Development Inspector		
Business License Officer		
<b>Grade 10</b>	<b>\$ 57,603.62</b>	<b>\$ 87,687.32</b>
Grants Coordinator		
Engineering Technician II		
Business License Officer		
<b>Grade 11</b>	<b>\$ 60,078.75</b>	<b>\$ 90,675.56</b>
Systems Analyst		
Engineering Tech III/Utility Inspector		
Urban Planner		
Zoning Administrator		
Forestry Crew Chief		
Building Inspector		

**APPENDIX "B"**

**PAYROLL DEDUCTION AUTHORIZATION FOR AMOUNT EQUAL TO INITIATION FEE AND/OR  
UNION MEMBERSHIP DUES**

To deduct from the compensation (including vacation payments) due me once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of Service Employees International Union Local 73 or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of Service Employees International Union Local 73 or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of Service Employees International Union Local 73 or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current.

## APPENDIX "C"

### DRUG AND ALCOHOL TESTING

**Section One: Statement of Policy.** It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty.

**Section Two: Definitions.** Drugs mean illegal drugs, which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the Federal government. The drugs covered under this definition include but are not limited to:

- Amphetamines
- Benzodiazepines
- Cocaine
- Methaqualone
- Phencyclidine
- Barbiturates
- Cannabinoids
- Methadone
- Opiates
- Propoxyphene

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have on one's person or be within one's personal control.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

**Section Three: Drug and Alcohol Testing Permitted.** Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol and/or drugs during the course of the work day, the Village shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisory personnel must observe their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section Eight below or random testing if a safety sensitive employee in accordance with Appendix D.

Drug and alcohol testing may also be invoked if an employee is involved in a vehicle accident while on duty including meal or break periods.

**Section Four: Order to Submit to Testing.** The Village will verbally provide the Employee with the reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. The Union shall be advised immediately by telephone and/or fax when an employee is to

be tested for drugs or alcohol and allowed a reasonable length of time for the Union to send a representative if the Employee requests; the Employee will not be allowed to use washroom facilities prior to being sent to the hospital for testing. Refusal to submit to such testing may subject employees to discipline up to and including discharge but employees taking the test shall not be construed as having waived any objection or rights that they may have.

**Section Five: Tests to be Conducted.** In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
2. Ensure that the laboratory or facility selected conforms to all NIDA standards;
3. Collect split samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital, clinic or laboratory facility to ensure that the Employee does not attempt to compromise the accuracy of the test sample;
4. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
5. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital, clinic or laboratory facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party; and
6. Require that the hospital, clinic or laboratory facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative.
7. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol testing, the Village shall regard test results showing an alcohol concentration at or

above as that currently established by the State of Illinois as being under the influence.

For drug testing, the Village shall regard as positive those tests based on the cut-off levels as currently established by the United States Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with testing and the results when the Employee requests same. In addition, the Village shall ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure.

Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

**Section Six: Right to Contest.** The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion with or without the assistance of the Union.

**Section Seven: Voluntary Requests for Assistance.** The Village shall take no adverse employment action against a non-probationary employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. Such voluntary requests for assistance must be submitted prior to an order to submit to random testing or order to submit to testing based on reasonable suspicion. The Village shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

In the event a non-probationary employee, for the second time, voluntarily seeks treatment; counseling or other support for an alcohol and/or drug-related problem, the Village Manager shall consider relevant factors in determining whether or not any adverse employment action is to be taken against the employee.

**Section Eight: Discipline.** In the first instance that employees test positive on both the initial and confirmatory test for any drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing.

Discipline less than discharge is conditional upon the employee:

- a. Agreeing to appropriate treatment as determined by the physician(s) involved;
- b. Discontinuing the abuse of drugs or alcohol;
- c. Completing the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- d. Agreeing to submit to random testing during hours of work during the period of "aftercare" up to one (1) Year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge without appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave of absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

**Section Nine: Costs.** The Village shall pay the full cost of all testing except the costs of confirmatory testing cited in Section 5, subsection 5 unless the confirmatory test is negative.

**Section Ten: Notification.** Any employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested.

## **APPENDIX "D"**

### **SUBSTANCE ABUSE POLICY**

#### **REGARDING: DEPARTMENT OF TRANSPORTATION AND OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991.**

In addition to the provisions set forth in Appendix C, Drug and Alcohol Testing, the following applies to employees working in safety sensitive positions. In the case of conflict between the provisions contained in these two policies, the stricter policy shall prevail. This policy includes in an abbreviated form some of the many requirements of the federal law and applicable federal regulations dealing with alcohol and drug testing for employees in safety sensitive positions. Notwithstanding any omissions, all definitions of terms and all mandatory items relating to such alcohol and drug testing as imposed by federal law and applicable federal regulations regarding the Department of Transportation and Omnibus Transportation Employee Testing Act of 1991, shall be deemed to be part of this policy and to be incorporated herein by reference, and this policy shall be construed consistent with the complete body of laws and regulations applicable thereto, and such laws and regulations shall control over this policy to the extent of any inconsistencies or contradictions.

**Section One: Purpose.** The Village and the Union agree that the Federal Highway Administration recently added regulations on controlled substances, alcohol use and testing to the Federal Motor Carrier Safety Regulations in order to comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991. Both parties agree that the primary purpose of this policy is to allow employees to receive treatment for these illnesses.

**Section Two:** Drugs covered under this policy shall include marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines or a metabolite of those drugs.

**Section Three:** Alcohol means the intoxicating agent in fermented and distilled liquors, including but not limited to beer, wine and whiskey, which, when consumed can produce intoxication.

**Section Four:** Testing shall include full-time or part-time employees working in safety sensitive positions and any person who applies for transfer to a safety sensitive function.

**Section Five:** The Village must provide to employees detailed information about the Village's alcohol and drug policy, the testing requirements, and how and where employees can get help for alcohol and drug abuse.

**Section Six: Testing-Types of drug and alcohol testing required.** The Village shall conduct the following types of testing in accordance with the procedures set forth in the DOT "Procedures for Transportation Workplace Drug Testing Programs" (49 CFR Part 40).



**A. Return to Duty:**

The Village shall have follow-up testing for employees returned to work after positive test for drugs or alcohol of .04 or more. After such employees return to work they are subject to unannounced testing no less than six (6) times in the first twelve (12) months after returning to work. Follow up testing may be extended for up to sixty (60) months following return to duty.

**B. Random Testing:**

The Village shall put all safety sensitive function employees in a "testing pool" to enable the Village to randomly select employees for unannounced drug testing. The Village shall randomly select employees for unannounced testing for the presence of alcohol, marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines or a metabolite of those drugs in an employee's system using a random number table or a computer-based number generator that is matched with an employee's social security number, payroll identification number, etc.

- Alcohol - 25% of all drivers tested on annual basis.
- Drugs - 50% of all drivers tested on annual basis.

Random drug/alcohol testing rates may be adjusted based on analysis of positive test results.

**C. Post-accident Testing:**

The Village may test employees who perform a safety sensitive function who are involved in an accident while in a Village vehicle or operating Village equipment. In the event the Village chooses to test under these circumstances, the Village shall test for the presence of alcohol, marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines or a metabolite of those drugs.

**D. Reasonable Suspicion:**

The Village shall test employees who perform a safety sensitive function who are reasonably suspected through observation of using alcohol or a prohibited drug. The Village shall test for the presence of alcohol, marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines or a metabolite of those drugs. At least one of the employee's supervisors, who shall be trained in detection of the possible symptoms of alcohol and drug use, shall substantiate and concur in the decision to test an employee who is reasonably suspected of alcohol or drug use. Supervisors must submit written reports of their observation within twenty-four (24) hours after said observation. A copy of the report must be forwarded to the Employee and to the Union Steward. Observations can only be made by a supervisor; not by third person reports. Such Supervisor must have at least sixty (60) minutes of training for alcohol misuse and at least an additional sixty (60) minutes of training on controlled substances use.

**Section Seven:** The Village cannot use Oak Park Police Department employees to perform random testing, return to duty testing or reasonable suspicion testing or post-accident testing except in the performance of their police duties.

**Section Eight:** An employee required to be tested will be transported to and from an appropriate collection facility to await completion of the collection procedure. Collection will be done on the Employee's shift. If employees are required to be tested outside of their shift, said employees will be paid in accordance with Article 23 (Hours of Work) of the current Bargaining Agreement.

**Section Nine:** Alcohol testing shall be done by breath testing using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted. Only a breath alcohol technician (BAT) can do any testing. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results.

**Section Ten:** Drug testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the drugs referred to in this appendix, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. Employees shall provide the testing facility a list of all medications prior to this testing process.

**Section Eleven:** All specimen collection for drug tests must include split specimen procedures. If the analysis of primary specimen confirms the presence of illegal, controlled substances, the Employee has seventy-two hours to request the split specimen be sent to another Department of Health and Human Services (DHHS) certified laboratory for analysis. Any testing requested by the employee shall be at the employee's expense.

**Section Twelve:** All drug test analysis shall be performed at laboratories certified and monitored by DHHS.

**Section Thirteen:** For drug tests, the following procedures will be followed:

When the Employee arrives at the collection site, he/she shall provide positive identification to the collection site person. The collection site person shall ask the Employee to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances, which could be used to tamper with the specimen. The Employee shall be instructed to wash and dry his or her hands prior to urination. After washing hands, the Employee shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, and soap dispenser, cleaning agent or any other materials, which could be used to adulterate the specimen. Toilet bluing agents shall be placed in toilet tanks wherever possible. Any other source of water shall be effectively secured or monitored to ensure that it is not used as a source for diluting the specimen.

The Employee may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. The collection site person shall provide the Employee with a specimen

bottle or collection container, if applicable, for this purpose. The collection site person shall instruct the Employee to provide at least forty-five (45) milliliters of urine under the split sample method of collection. Thirty (30) milliliters shall be used as the primary specimen and at least fifteen (15) milliliters shall be used as the split specimen. If the Employee is unable to provide such a quantity of urine, the collection site person shall instruct the individual to drink not more than twenty-four (24) ounces of fluids and, after a period of up to two (2) hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the Employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the Employer so notified. The Medical Review Officer (MRO) shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's ability to provide a specimen is genuine or constitutes a refusal to test.

Upon completion of the examination, the MRO shall report his or her conclusions to the Employer in writing. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The time from urination to temperature measure shall not exceed four (4) minutes. A specimen temperature outside the range of 32- 38 C/90 -100 F constitutes a reason to believe that the Employee has altered or substituted the sample. In such cases, the Employee supplying the specimen may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe that the Employee may have altered or substituted the specimen. Whenever there is reason to believe that an employee has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of the collection site person. If the Employee refuses to provide a second specimen, the test shall be deemed positive.

**Section Fourteen:** There shall be a strict chain-of-custody for all samples. Specimen containers shall be sealed and labeled in the presence of the Employee immediately after providing the sample. The Employee shall write his/her social security number across the labeled containers.

**Section Fifteen:** All drug test results shall be reviewed and interpreted by the Village's Medical Review Officer (MRO) before they are reported to the Village. The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall examine alternative medical explanations for any positive test result. This action may include conducting a medical interview and review of the Employee's medical history, or review of any other relevant biomedical factors. The MRO shall give the Employee an opportunity to discuss the test result and provide any explanation for the test result before making a final decision.

If the MRO concludes that there is a legitimate explanation for a confirmed positive test, the MRO shall report the test result as negative to the Village.

**Section Sixteen:** Consequences of positive drug test results or alcohol reading of .02 or more: Alcohol test results from .02 or more, but less than .04, will result in removal from service until the start of the Employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

Consequences of a positive drug test or an alcohol test result of .04 or above: A safety sensitive employee

must be removed from safety sensitive duty if he/she has a positive drug test result or an alcohol test result of .04 or above. A removal for a positive drug test cannot take place until the MRO has interviewed the Employee and determined that the positive drug test resulted from the unauthorized use of a controlled substance.

An employee cannot be returned to safety sensitive duties until he/she has been evaluated by a substance abuse professional, complied with recommended rehabilitation, and has a negative result on a return-to-duty alcohol and drug test. Employees must follow the treatment recommended. After a return to duty, follow-up testing to monitor the Employee's continued adherence to the requirements of rehabilitation program regarding alcohol and/or drug use may be required. Refusal to test shall be grounds for termination. Referral and evaluation is not required for employees who refuse to test.

**Section Seventeen:** The Employee Assistance Program (EAP) under this Policy shall be consistent with the Village's current substance abuse rehabilitation program. If employees are referred to an EAP and a program of treatment or rehabilitation is recommended, they shall be required to use accrued paid sick leave, accrued remaining vacation and accrued compensatory time. If all accrued paid leave has been exhausted, the employee may be placed, at the discretion of the Village Manager, on unpaid leave. If placed on unpaid leave, the employee will continue to be responsible for payment of employee's portion of healthcare and life insurance premiums while the employee is on such unpaid leave. The employee will not accrue sick leave or vacation while on such unpaid leave. During any such unpaid leave, the Village shall continue to pay its portion of health benefits, provided that the Village's obligation shall not extend past-six (6) months after the date the Employee was referred to the EAP.

**Section Eighteen:** The Village shall pay all costs regarding the screening tests. The costs of treatment and rehabilitation on any referral for an employee who receives a positive drug test result or an alcohol test result of .04 or above shall be paid consistent with the Village's current substance abuse rehabilitation policy.

**Section Nineteen:** Employee alcohol and drug testing results and records are maintained under strict confidentiality by the Village, the drug testing laboratory, and the medical review officer. Such testing results or records cannot be released to others without the written consent of the Employee. Exceptions to these confidentiality provisions are limited to IDOT agencies when license or certification actions are required, and (ii) a decision maker in arbitration, litigation or administration proceedings, including disciplinary hearings, arising from a positive alcohol or drug test. Employee testing results and records may also be used for statistical records and reports prepared and maintained by the Village and drug testing laboratories. This information is aggregated data and is used to monitor compliance with the rules and to assess the effectiveness of the drug testing programs.

**Section Twenty:** An employee with or without the Union shall have the right to file a grievance pursuant to this policy. Any employee will have the right to review and/or obtain a copy of their records from the Village.

**Section Twenty One:** Should any provision in this Policy be held or become unlawful because of a change in the applicable statute and/or regulations, or because of a decision or opinion of any court or administrative agency of competent jurisdiction, or by mutual agreement of the parties, such provision shall be automatically terminated. In that event, all other provisions of this Policy shall remain in force and effect.

If replacement provisions for any such terminated provisions are deemed necessary by either the Village or the Union, they shall be the subject of immediate negotiations.

## APPENDIX "E"

### GUIDELINES OUTLINING MERIT PAY SYSTEM

**Section One: Wages for Merit System.** A performance appraisal will be conducted, presented and reviewed with the employee no later than December 15, 2022, December 15, 2023, December 15, 2024 for a merit lump sum payment in December of 1% in 2022 ,1% in 2023, and 1% in 2024 respectively.

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

Employees shall receive performance evaluations at the end of their probationary periods and at least annually thereafter, even if the maximum salary rate for the classification has been reached. Once an employee achieves regular status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary.

During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. An overall rating of meets expectations must be received on the final probationary evaluation in order for the employee to achieve permanent status.

Employees shall be evaluated by their immediate supervisors. The performance evaluation shall be reviewed by the next higher-level supervisor. The immediate supervisor shall discuss the performance evaluation with the employee. In the event the employee is transferred from one supervisory work unit to another supervisory work unit or in the event the employee's present supervisor is transferred, the former supervisor shall, if possible, provide the current supervisor with an evaluation of the employee's work for the period the employee was under the former supervisor. This evaluation shall be considered in preparing the annual performance evaluation. If in the event the immediate supervisor leaves the employment of the employer prior to conducting performance evaluations, the next higher-level supervisor will evaluate all affected employees.

Employees shall have the opportunity to provide comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. The signature line includes a place where employees may check a box indicating whether they agree or disagree with the evaluation. A copy shall be provided to the employee at the time that the supervisor discusses the evaluation with the employee.

If there are any changes or recommendations to be made in the evaluation as a result of the employee/supervisor discussion, a revised evaluation will be prepared and so noted. The employee shall



sign the revised evaluation, which again only indicates that the employee has read the evaluation. A copy of the revised evaluation shall be provided to the employee at this time.

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

Performance evaluations are neither grievable nor arbitrable under this Agreement nor may they be used for layoffs.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of unsatisfactory must be substantiated in the comments section, as well as suggestions or plans for improved performance in those areas.

#### **Definition of Ratings**

An overall rating of exceeding or meeting standards means that the employee's work performance is acceptable and will result, where pertinent, in receipt of a merit lump sum payment or a status change from a probationary to regular employee.

A factor rating of unsatisfactory or below standards means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of unsatisfactory or below standards means the employee's work performance is inadequate and may result in the loss or delay of the merit lump sum payment or a failure to complete probation and termination of probationary employment.

**Section Three: Performance-Based Merit Payments:** Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance-based merit lump sum payment on their eligibility date and thereafter if the employee's performance has exceeded expectations. Employees who do not receive an annual performance-based merit lump sum payment shall receive timely notice that performance does not meet the required level to merit a performance-based lump sum merit payment. "Timely" shall be a reasonable amount of time, taking into consideration the employee's specific alleged specific level of performance. Such notice shall provide the employee with adequate opportunity to correct noted deficiencies prior to the end of the evaluation period.

Performance ratings shall guide supervisors and department heads in determining whether or which level of advancement have been earned and should be granted to the employee.

**Section Four: Denial of Performance Payment.** The employer may withhold performance payments if they are not merited. The employer shall keep employees informed about their job



performance, giving good work its proper recognition and any unsatisfactory work all possible guidance and assistance toward improvement as noted in Section 3.

The employer shall give notification, in writing, of withholding of merit payments or step increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the merit payment is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards.

Any complaint for denial of the annual performance-based merit lump sum payment will be processed under the Employee Communication Procedure of the Personnel Manual.

**Section Five: Performance-based Pay.**

Performance-based pay shall use the following criteria:

- a. Classification specifications developed and promulgated by the employer;
- b. An individual position description, reduced to writing;
- c. Written memorandum, including letters of instruction, when necessary;
- d. Disciplinary action.

In addition to the above criteria, pursuant to Article VI of this agreement a joint labor-management committee will discuss standards to measure employee performances. The performance standards and the annual performance evaluations are the factors upon which an employee's performance is judged and upon which performance pay decisions are determined.

**APPENDIX "F"****MERIT PAYMENT  
AND  
PERFORMANCE EVALUATION RATING**

Effective 2022 Lump Sum Payment for Merit as follows:

0% =	Unsatisfactory (Overall Performance Rating of 2.00 or Less)
0% =	Below Standards (Overall Performance Rating of 2.00 to 2.99)
0% =	Meets Standards (Overall Performance Rating of 3.00 to 3.99)
1.0%	Exceeds Standards (Overall Performance Rating of 4.00 Above)

Effective 2023 Lump Sum Payment for Merit as follows:

0% =	Unsatisfactory (Overall Performance Rating of 2.00 or Less)
0% =	Below Standards (Overall Performance Rating of 2.00 to 2.99)
0% =	Meets Standards (Overall Performance Rating of 3.00 to 3.99)
1.0%	Exceeds Standards (Overall Performance Rating of 4.00 Above)

Effective 2024 Lump Sum Payment for Merit as follows:

0% =	Unsatisfactory (Overall Performance Rating of 2.00 or Less)
0% =	Below Standards (Overall Performance Rating of 2.00 to 2.99)
0% =	Meets Standards (Overall Performance Rating of 3.00 to 3.99)
1.0%	Exceeds Standards (Overall Performance Rating of 4.00 Above)

**END OF CONTRACT**