

AGREEMENT

by and between

THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 73

January 1, 2023 to December 31, 2026

TABLE *of* CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
	Preamble	3
I	Recognition	4
II	Union Security & Check-Off	5
III	Anti-Discrimination	6
IV	Union Visitation and Union Business	7
V	Union Stewards and Representatives	8
VI	Management Rights	10
VII	Hours of Work & Overtime	11
VIII	Grievance Procedures	15
IX	No Strikes/No Lockouts	16
X	Seniority	18
XI	Holidays/Personal Leave	20
XII	Vacations	22
XIII	Welfare Benefits	24
XIV	Leaves of Absence	26
XV	Bereavement Leave	28
XVI	Substance Abuse Testing	29
XVII	Schools, Seminars, Reimbursement and Educational Incentives	30
XVIII	Insurance	31
XIX	Uniforms	33
XX	General Provisions	34
XXI	Wages	35
XXII	Classification	36
XXIII	Savings Clause	37
XXIV	Duration and Notification	38
	<u>Appendices</u>	
	A. Wages	39
	B. Substance Abuse Testing	42
	C. Position Descriptions	65

PREAMBLE

This Agreement, entered into by and between the Village of Lake in the Hills, an Illinois municipal corporation, hereinafter referred to as the "Employer" or "Village," and S.E.I.U. Local 73 hereinafter referred to as the "Union."

It is the specific purpose of this Agreement to provide a clear statement of the terms and conditions which the parties' orderly collective bargaining relationship and good faith bargaining have produced with respect to wages, hours, and conditions of employment to the extent which are not excluded by Section 4 of the Illinois Public Labor Relations Act. As such, it is the express intent of the Union and the Village to set forth herein all areas of agreement concerning certain employees of the Village with regard to those mandatory subjects of bargaining, including a final method of adjusting disputes concerning the interpretation hereof.

In consideration of the mutual promises and covenants contained herein, the parties, by their duly authorized agents and representatives, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

Section 1. **Recognition**

The Village recognizes S.E.I.U., Local 73 as the sole and exclusive bargaining agent for those employees in the defined bargaining unit commonly described as Public Works employees, all classifications Re: ISLRB Certification, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Employee will mean all full-time employees in the Union who are classified in the classifications contained in the defined bargaining unit. The defined bargaining unit shall include employees in the following classifications: Laborer, General Utility Worker I, General Utility Worker II, Mechanic, Lead Mechanic, Crew Leader, Water Operator I, Water Operator II.

The bargaining unit shall exclude all other employees of the Village of Lake in the Hills, including but not limited to: all supervisory, confidential, managerial, part-time, seasonal and temporary employees and all other employees of the Village of Lake in the Hills.

Section 2. **Probationary Employees**

Probationary employees are defined as those employees with less than six (6) months of service.

Section 3. **Official Spokesperson**

It is understood and agreed that the Business Agent or Union Representative for S.E.I.U., or his/her designee, will be the official spokesperson for said Union in any matter between the Union and the Employer.

Section 4. **Intent**

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

ARTICLE II

UNION SECURITY AND CHECK-OFF

Section 1. Deductions

The Employer agrees to deduct the Union membership, initiation fee, assessments, and, once each month, dues and voluntary SEIU Committee on Political Education contributions from the pay of those employees who individually request in writing that such deduction(s) be made. The amount deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, along with an itemized statement to the Treasurer by the 10th of the (current succeeding) month, after such deductions are made. The Employer's remittance will be deemed to be correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, with reasons stated therefore, that the remittance is incorrect. The parties acknowledge and agree that the term "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures, consistent with state and federal law. The parties also acknowledge that the Employer has the right to verify authenticity of signatures, both written and electronic.

Section 2. Indemnification

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

Section 3. Member Information

The Village agrees that it will send the following bargaining unit information to the Union whenever such information changes; new hires, separations (e.g. terminations, resignations, retiree, disability, suspension, leave of absence) and promotions. The listing will show the employee's name, home address, job title, work location, date of hire and date of action.

ARTICLE III
ANTI-DISCRIMINATION

Section 1. **No Discrimination**

The Union and the Employer agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, mental or physical handicap.

Section 2. **Rights Under the Agreement**

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

Section 3. **Gender Reference**

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

ARTICLE IV

UNION VISITATION AND UNION BUSINESS

Section 1. **Visitation By Union Personnel**

- A. Employees or accredited representatives of the Union shall be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, only on complaint of an employee. When an area or building belonging to the Employer is considered hazardous, then the Employer shall provide a responsible escort to that Union Officer or Accredited Representative, provided that this service is arranged for in advance with the supervisor in charge of that building or area considered hazardous.
- B. A Representative or Officer shall be able to talk with the employees during working hours for the purposes of the application of this Agreement, providing he has notified the Director of Public Works of his presence and such discussions shall be done in a way that does not upset normal operations of the department, and shall be no more than (15) minutes, to be held during assigned break periods.

ARTICLE V

UNION STEWARDS AND REPRESENTATIVES

Section 1. Recognition

The Employer recognizes and shall deal with the appropriate Chief Steward, Steward, and other officials listed in Article I in all matters relating to this Agreement.

Section 2. Stewards

The membership shall select up to four (4) members to serve as Steward. The Union shall appoint one of the members to serve as a Chief Steward of the unit. The stewards shall have the right to represent the bargaining unit employees and to investigate any grievances, discipline, etc. during working hours.

Section 3. Grievance Discussion During Working Hours

Any employee who requests to discuss a grievance matter with his/her Steward during working hours shall request same, without loss of pay, from his/her immediate supervisor. Such discussion shall not exceed thirty (30) minutes per incident.

Section 4. No Discrimination

The Village will not discriminate against Stewards.

Section 5. List of Stewards

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

Section 6. Permitted Steward Activities During Working Hours

The Employer agrees that during hours of work, on the Employer's premises, and without loss of pay, Stewards shall be allowed to do the following, without loss of pay:

- (a) Post Union notices on designated bulletin boards;
- (b) Solicit Union membership during employees and Steward's non-working time;
- (c) Attend negotiating meetings if held during regular work hours;
- (d) Consult with the Employer or his Representative;
- (e) Meet with employee(s) to investigate and discuss workplace-related complaints;

(f) Conduct worksite meetings during lunch and other non-work breaks to discuss the application of this agreement, collective negotiations, and other matters related to union operations and responsibilities;

(g) Meet with newly hired employees without loss of pay to those employees for one (1) hour for the purpose of orienting them to the union and their union rights, within two (2) weeks of hire or at a date mutually agreed upon between the Union and the Employer.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. Management Rights

All the rights, powers, functions, and authority which the Village had prior to the signing of this Agreement (including those with respect to wages, hours, and working conditions) are retained by the Village, except as those rights, powers, functions, or authority which are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified, or otherwise limited as mandatory subjects of bargaining.

The rights which are vested exclusively in the Village, except as abridged by specific provision of this Agreement, include, but are not limited to, the right to determine the organization and operations of the Village; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of its departments and subdivisions, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce, or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper; to establish or modify work schedules and to determine the number of and specific hours worked; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge, or otherwise discipline for just cause and, in connection therewith, to add, delete, or alter policies, procedures, rules and regulations; to establish, implement, and maintain an effective internal control program; and to determine and manage all matters about which the Village is not required to bargain in accord with Section 4 of the Act.

The Village retains the right to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of a civil emergency as may be declared by the Village President or authorized designee. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not limited to riots, civil disorders, tornado conditions, floods, extreme snowfalls, or other catastrophes. In the event of such emergency action, the provisions of the Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local emergency condition ceases to exist.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The normal week shall consist of five (5) consecutive workdays, Monday through Friday, in a pre-established work schedule, totaling forty (40) hours. If a change in regulatory or statutory requirements necessitates staffing requirements that cannot be regularly met with the work schedule as stated, the Village has the right to change the normal work week of the Water Division to consist of five (5) consecutive workdays, within a calendar week, totaling forty (40) hours per week upon thirty (30) days' notice to the affected employees. The Village will consult with the affected employees to understand their issues and preferences before implementing the change.

Section 2. Work Day

The normal day consists of eight and one-half (8.5) consecutive hours, except that the work day shall be interrupted by a duty-free unpaid 30 minute meal period. In addition, the work day shall be interrupted by one fifteen (15) minute A.M. paid break, and one fifteen (15) minute P.M. paid break. If excessive time would be required to secure a work site to allow a work break to occur at the Village facility, the Director of Public Works or his designee may require such breaks to be taken at the work site. The employer shall determine the starting times as provided in Section 9 of this Article. Starting times shall not be changed by the Employer solely to avoid paying overtime. At the employee's request, the Village may grant an employee absence without pay during a regular work day if it was immediately preceded by at least eight hours of overtime. If approved, the absence without pay shall be without consequence toward the employee. In cases where an employee is assigned to work the same day prior to the beginning of their Work Shift, and has accumulated hours worked that day at an overtime rate to fulfill a number of hours in that work day, the employee may instantly convert the accumulated hours worked towards regular workday hours, without otherwise utilizing or deducting benefit time.

Section 3. Work Shift

The normal work day shift shall be 7:00 to 3:30pm starting on the first Monday in October and continuing until the first Monday in April. The normal work day shift shall be 6:30 am to 3:00 pm starting on the first Monday in April until the first Monday in October. However, the Village may modify the normal work day shift, upon not less than 14 calendar days' notice, if it determines that a modification is necessary to maintain the orderly and efficient operation of the Public Works Department. The Village may also modify the normal work day shift by up to one (1) hour each day for up to three (3) days if an employee is scheduled to attend training where the Village does not have control of the schedule. The Village must notify the employee at least seven (7) calendar days prior to the shift change. Each daily work shift will remain eight and one-half (8.5) hours.

Section 4. Change of Shift Schedule

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

Section 5. **Overtime Payment**

- A. Employees on a five (5) day work week, in excess of eight (8) paid hours per day, shall be compensated at one and one-half times their regular straight time hourly rate of pay.
- B. Overtime will be defined as any time worked before or after an employee's regular shift, or on the sixth (6th) or seventh (7th) day of a work week. Overtime shall begin on the sixth (6th) day.
- C. All hours worked in excess of 8 hours on Thanksgiving Day, Christmas Day, and New Year's Day will be paid at three (3) times their regular straight time hourly rate of pay.

Section 6. **Scheduling of Overtime**

- A. Overtime work shall be offered to qualified employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his/her place on the classification seniority list, by rotation.
- B. Any bargaining unit employee requesting to be skipped when it comes to his/her turn to work overtime shall be rotated to the bottom of the overtime seniority list and shall not be rescheduled for overtime until his/her name is reached again in orderly sequence.
- C. In the event no employee wishes to perform the required overtime work, the Employer shall, by inverse order of the date of the last non-voluntary overtime assignment and inverse order of the seniority list, assign the necessary qualified employee(s) and the employee(s) shall be required to report and perform the work in question.
- D. Employees who choose to work overtime shall be placed at the bottom of the overtime seniority list once the overtime is received.
- E. The Union recognizes that work in progress may be completed by the employee performing the work at the time the determination is made that overtime is necessary, at the discretion of the Director of Public Works.
- F. An overtime seniority list shall be posted at the Public Works Facility for inspection by the Stewards, Officers, and other Representatives of the Union.
- G. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work the next time overtime work is required, in accordance with Paragraph A & B of this section.
- H. Time during which an employee is excused from work because of earned vacation, holidays, personal leave, sick leave, or other leave at full pay shall be considered as time worked for the purpose of computing overtime.

- I. The Village shall maintain separate Snow Removal callout lists for the Airport and for Village streets. All bargaining unit members shall be on one list or the other.
- J. The Water Superintendent shall develop an overtime rotation listing for overtime for standby duties outside the normal work week. The listing shall be developed at a minimum of one month in advance. In the event an employee who is scheduled to perform standby duties cannot, then by reverse seniority an employee shall be selected to work the shift. Once that employee works the shift he shall not be selected to fill in until all other division personnel have worked the same number of extra shifts.

Section 7. **Emergency Call Back**

All parties agree that issues requiring urgent response by trained members of the Public Works staff can occur at any time. To ensure the availability of qualified staff members to respond to unforeseen circumstances, it is essential that employees can be contacted outside of regular hours to be given an option to be called back to duty.

Call backs start with a phone call to the contact number for the employee: either the Village-issued cell phone or personal cell phone. Employees shall be responsible to promptly notify their supervisor of any change in their contact number. All employees not on approved leave shall be responsible for responding to a call back once they are contacted. It shall be considered a no response when an employee fails to make voice contact with the individual placing the call-back phone call within thirty (30) minutes of the initial call. Voice phone contact, voice mail, or text message shall constitute a contact for the purposes of acknowledging a call-back.

Any employee who is called back to work outside of his/her regularly scheduled shift shall be paid for the hours worked or a minimum of two (2) hours pay at the rate of time and one-half the employee's regular straight time hourly rate of pay. Call back time shall begin when the employee is first called. If the call back overlaps with the employee's regular shift, the employee shall be compensated the appropriate call back time rate of pay and the regular shift shall continue until the employee's normal quitting time. The employee shall report expeditiously and within one (1) hour of contact and shall be on standby/available to work for the entire two (2) hour period.

Section 8. **Standby and Pager Duty**

All bargaining unit employees required to carry Village issued cellular telephones on days and/or during hours they are not otherwise scheduled to work shall receive pay of \$35.00 for each such day and/or segment of "off duty" hours.

Section 9. **Work Schedule**

Work schedules showing employees' shifts, work day, and hours shall be posted on the bulletin board in the Public Works facility. Except for emergency situations, work schedules shall not be changed without advance notice to the unit.

Section 10. **Compensatory Time**

Bargaining unit employees may elect compensatory time off in lieu of overtime compensation. Compensatory time, if elected, will be granted at a rate of one and one-half (1-1/2) hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an employee may schedule and take their compensatory time off with the prior approval of the Director of Public Works or designee. Employees may not accrue more than 80 hours of compensatory time off in a calendar year. Any overtime exceeding 80 hours will be paid as overtime compensation. Any compensatory time exceeding 40 hours at the end of the calendar year will be paid, based on the year end wage rate, as overtime compensation on the first regular payroll in January of the following year. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than:

1. The average regular rate received by such employee during the last three years of the employment; or
2. The final regular rate received by such employee, whichever is higher.

ARTICLE VIII
GRIEVANCE PROCEDURES

Section 1. **Definition of Grievance**

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

Section 2. **Procedures**

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

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

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

The Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee and the Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Director shall then render a decision within ten (10) calendar days of the meeting.

Step Three: If not adjusted in step two, the grievance shall then be reduced to writing and presented by the Union to the Village Administrator within ten (10) calendar days following receipt of the Director's answer. The Administrator shall attempt to adjust the grievance as soon as possible, and therefore schedule a meeting with the employee and the Union representative within ten (10) calendar days after receipt of the grievance from the Union. The Administrator shall render a decision within ten (10) calendar days of the meeting.

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

- (1) The arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service. Such list shall contain the names of at least seven (7) members of said service. A representative of each party shall alternately strike a name from the list within five (5) days following the receipt of the list. The final name remaining on the list shall be the arbitrator. The party to strike first shall be determined by lottery. Each party retains the right to reject one or more names of the first list as tendered or as otherwise permitted by the arbitration service.
- (2) Processing and hearing of the grievance shall be in accordance with the rules of the arbitration service.
- (3) The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to him/her.
- (4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted.
- (5) The decision of the arbitrator shall be binding to the parties concerned in the grievance.
- (6) The cost of the arbitration shall be borne equally by the Union and the Employer.
- (7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representative of the Union.
- (8) The arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE IX

NO STRIKES/NO LOCKOUTS

Section 1. **Union**

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

Section 2. **Village**

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

ARTICLE X

SENIORITY

Section 1. **Definitions**

- A. Seniority is hereby defined by classification and the length of continuous service with the Village.
- B. Continuous Service shall commence on the date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- C. Probationary Employees. New employees shall be considered probationary employees for the first six (6) months of their employment. When an employee successfully finishes his/her probationary period, he/she will be entered on the Seniority List of the Unit as of the original date of employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment.
- D. Seniority Rosters. No later than two (2) months after the effective date of this Agreement, the Employer shall prepare and post seniority rosters for the bargaining unit. One (1) copy shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority and class title for all classes in which the employee previously served. The Employer will provide the Union with information that is necessary to keep the seniority list up to date whenever a change occurs.
- E. When two (2) or more employees have the same seniority date, their seniority positions shall be determined by the date and time of their original applications for their respective jobs with the Employer.
- F. Consolidation or Elimination of Jobs. Employees displaced by elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason), shall be permitted to transfer to any other vacancy for which they are qualified. Any employee transferred as a result of the application of this provision shall be given the training needed to perform satisfactorily the job to which he/she is transferred, subject to the provisions of Section 1.D (Probationary Employees), above.
- G. Application of Seniority. The application of seniority, other than as set forth elsewhere in this Agreement, shall be subject to negotiations in supplemental agreements to this contract.
- H. Lay-Offs. Prior to laying off any members of the bargaining unit (with the exception of employees classified as laborers), all full time laborers, probationary, temporary, seasonal or part-time employees functioning within the Department shall be laid off or terminated, as the case may be. Bargaining unit employees shall receive notice of a layoff as far in advance as possible, but not less than thirty (30) days prior to the date of implementation.

- I In the event of further lay-off, permanent employees will be laid off in reverse order of their seniority, as defined in Article X, Section 1(A).
- J No new employees, temporary, seasonal or part time employee shall be hired while any bargaining unit employees are on lay-off. Employees shall be recalled by seniority from the recall list. Employees shall be notified by certified letter of their recall, and shall have seven (7) days from receipt of notice to contact the Village about returning to work. Right of recall will be limited to two (2) years.
- K. Termination of Seniority. An employee covered by this Agreement shall have his/her employment terminated with the Village and his/her name removed from the seniority list under, but not limited to, the following conditions:
- (1) He/she quits or resigns.
 - (2) He/she is discharged for just cause.
 - (3) He/she fails to inform the Village, in writing or by fax, of his/her intention to return to work within seven (7) days of sending notice offering to re-employ him/her.
 - (4) He/she does not return to work for the Village on the date specified in the notice from the Village offering him/her re-employment. Said date shall not be prior to fourteen (14) days after sending such notice.
 - (5) He/she engages in gainful employment for someone other than the Village while on leave of absence, without the written permission of the Village.

ARTICLE XI

HOLIDAYS/PERSONAL LEAVE

Section 1. Holidays

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

B. The holidays granted under the terms of this Agreement are as follows:

- | | |
|---|------------------------------------|
| - New Year's Day | January 1 |
| - President's Day | 3 rd Monday in February |
| - Memorial Day | Last Monday in May |
| - Independence Day | July 4 |
| - Labor Day | 1st Monday in September |
| - Veteran's Day | November 11th |
| - Thanksgiving | 4th Thursday in Nov. |
| - Day after Thanksgiving | Friday after Thanksgiving |
| - 1/2 Day Christmas Eve + beginning at the
2 nd half of the employees
shift | December 24 |
| - Christmas Day | December 25 |
| - 1/2 Day New Year's Eve + beginning at the
2 nd half of the employees
shift | December 31 |

Two (2) Floating Holidays

For new employees, the two floating holidays will be awarded on a prorated quarterly basis, as demonstrated by the table below:

<u>Hire Date</u>	<u>Floating Holidays Eligible</u>
January 1 through March 31	1.5
April 1 through June 30	1.0
July 1 through September 30	0.5
October 1 through December 31	0.0

Observance of holidays shall be on the day they occur. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. Employees will not be reimbursed for any unused holidays, including unused floating holidays, upon separation from employment. If the Christmas and New Year holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year holidays fall on a Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken the preceding Thursday.

Section 2. **Personal Leave**

Each employee shall receive one (1) personal day per year.

ARTICLE XII

VACATIONS

Section 1. Vacation Leave

- A. New employees begin to earn vacation time credits in the first full calendar month of full or part-time employment. Full-time employees accrue .83 days of vacation per month. Vacation time accrued may only be used after the beginning of the next calendar year. Employees continue to accrue .83 days of vacation per month until the employee's 4th year employment anniversary date. Beginning the next full calendar month following said anniversary date, the employee accrues 1.25 days of vacation per month. Beginning with the next full calendar month after the employee's 11th anniversary date, the employee accrues 1.66 days of vacation per month. Beginning with the employee's next full calendar month after the employee's 18th anniversary date, the employee accrues 2.09 vacation days per month. Beginning with the next full calendar month after the employee's 25th year anniversary date, the employee accrues 2.50 days of vacation per month.

(Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year, with employees expending vacation time which they have accrued in the previous calendar year.)

- B. Vacations must be taken annually and are not cumulative. No paid vacation days may be taken in excess of accumulated vacation days. The department head may allow five (5) days of vacation to carry over into the next calendar year if extenuating circumstances exist.

All requests for vacation time should be made at least thirty (30) days in advance on the appropriate form available from the department head. Employees should plan vacations during "slack periods" of their respective departments. The employee with the longest continuous seniority shall have preference if two or more employees desire the same vacation period.

- C. Any employee who has rendered continuous service to the employer shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the Employer for vacation credit only. All discharges and resignations shall interrupt continuous service, and shall result in the loss of all prior service credit.
- D. Upon termination of employment, the employee shall be paid for any accrued but unused vacation time.
- E. In computing vacation leave, employees shall be credited with regular working time plus time of duty disability.
- F. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military Service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with the Employer, shall be the same

as if employment had continued without interruption by Military Service.

- G. When a holiday falls during an employee's approved vacation, and the employee is entitled to said holiday as a paid holiday, it will not be counted as part of the employee's vacation time.
- H. With the approval of the Employer, and upon 24 hours notice, vacation may be taken in one (1) day intervals. If an employee is out of sick leave, they may designate vacation time to be used for an absence.

Section 2. **Vacation Preference and Scheduling**

Vacations will be granted to meet the requests of employees by seniority, only if requested 30 days in advance.

ARTICLE XIII

WELFARE BENEFITS

Section 1. Sick Leave

- A. In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform his/her department head or designee directly, if possible, or by telephone. Such notification shall be given at least one-half hour before his/her starting time. Failure to so inform the department head of such absence (or agreed intervals in the case of extended illness) may result in a loss of sick leave pay to which the employee may otherwise be eligible.
- B. An employee's illness must be documented by the department head. Sick days shall be taken in no less than one quarter (1/4) hour increments. The department head will be responsible for authorizing sick leave (paid or unpaid) for the employees within his/her department. In cases where an employee is unable to work for an extended period of time due to an illness/injury, the department head shall review on a case by case basis, monitoring responsibility to determine if the extended absence of the employee impedes the ability of the department to perform its' function, and if such is the case, the employee shall be terminated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee or any member of the employee's immediate family.
- D. Sick leave shall not be used as additional vacation leave. Sick leave may be used as FMLA leave by employees.
- E. Sick days will accrue at a rate one (1) day per month for all regular full-time employees per the Village's Personnel Rules and Regulations.
- F. A maximum of 5 days will be paid back to the employee at the end of the calendar year. Days taken as sick time are removed first from the 5 reimbursable days. Effective January 1, 2012, a maximum of seven (7) days annually can be carried over to the next year per the Village's Personnel Rules and Regulations.
- G. A doctor's certificate may be required for absences in excess of three (3) days in succession and may be required at any time the Director of Public Works feels an unusual situation exists. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence and the department head will take appropriate action. The employee will be informed of the action taken. Excessive absenteeism is a basis for discipline, up to and including immediate termination of employment.

Section 2. **Unused Sick Leave**

- A. Upon separation, the employee will be paid for any unused reimbursable days accrued. However, upon separation, the employee will not be paid for any accrued carry over days.
- B. Employees may use accumulated sick leave for early retirement per the provisions set forth under the I.M.R.F. Pension Fund.
- C. For the purposes of this provision retirement shall be defined as meeting the requirements for retirement benefits under the I.M.R.F. pension fund.
- D. In the event of death the payment shall be made to the estate of the employee, or to any beneficiary so designated by the employee.
- E. Upon separation, the employee may be paid for any unused reimbursable days accrued. All employees having accumulated at least 20 years of eligible service credit with the Illinois Municipal Retirement Fund, will be paid 50 percent of the value for any accrued sick time on the first paycheck of the second month following separation of employment. The value of accrued sick time is calculated at the employee's hourly rate of pay at the time of retirement.

ARTICLE XIV

LEAVES OF ABSENCE

Section 1. Jury Duty

Approval will be granted, with pay, for any jury duty imposed upon any bargaining unit employee or while serving as a witness on behalf of the Village; however, any compensation, exclusive of travel allowance which is received, must therefore be turned over to the Employer by said employee.

Section 2. Family and Medical Leaves

In accordance with the Family and Medical Leave Act (FMLA), the Village will grant to eligible employees up to 12 weeks of job-protected unpaid family and medical leave, per 12- month period per the Village's Personnel Rules and Regulations.

Section 3. Approved Leaves of Absence

Employees on approved leaves of absence shall retain seniority, but shall not accrue any fringe benefits.

Section 4. Retention of Benefits

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

Section 5. Miscellaneous Leave

- A. Education. An authorized leave of absence may be granted at full or part-time pay by the Village Board of Trustees in order to permit an employee to take courses of study which will better enable the employee to perform his/her duties.
- B. State/Federal Leave. Regular full-time employees shall be granted leave as required by State and Federal law.
- C. Unpaid. Employees may submit a written request to the Village Administrator for an unpaid leave of absence. The Village Administrator may grant a leave of

absence for up to 60 days. The Board of Trustees must approve any unpaid leaves from 61 days to a maximum of one year. Such leave shall be without loss of prior earned seniority. Upon expiration the employee will be hired for the first position for which he/she is qualified. No benefits shall accrue during any unpaid leave of absence except for group health insurance through COBRA.

- D. Suspension. Employees on suspension without pay from work are not eligible to earn any benefits normally enjoyed by Village employees during the period of suspension.

- E. Authorized
 Leave. If an employee is granted "authorized leave" he/she continues to earn health benefits normally enjoyed by Village employees during the period of authorized leave. Authorized leave shall not include any unpaid leaves of absence as defined hereinabove.

ARTICLE XV

BEREAVEMENT LEAVE

Section 1. **Bereavement Provisions**

Bereavement Leave

Any active, regular employee, upon request, shall be granted three consecutive business days of bereavement leave following the death of an immediate family member. More than three days may be granted at the discretion of the Department Head, depending on the circumstances of each case. In considering such circumstances, the Department Head shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

Immediate Family is: Spouse, Child, Parent, Sibling, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild, Grandparent-in-law, and Great Grandparent.

In the case of an extended family member's death, an employee can use a personal day, floating holiday, vacation or sick time for bereavement leave. An extended family member is defined as a person related to, the employee to the second degree by either blood or marriage, including but not limited to aunts, uncles, cousins, nieces, nephews, great aunts or great uncles.

Child Bereavement Leave Policy

Pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154, employees are entitled to leave for the loss of a child.

ARTICLE XVI

SUBSTANCE ABUSE TESTING

The Village retains the right to test employees for substance abuse. Said testing, and the utilization of the results thereof, shall be in accordance with the procedures set forth in Appendix B.

ARTICLE XVII
SCHOOLS, SEMINARS, REIMBURSEMENT,
and
EDUCATIONAL INCENTIVES

Section 1. **Reimbursement**

Payment of all books, fees, and tuition or reimbursement will be granted when an employee is required by the Employer to attend any educational or training programs.

Section 2. **Tool Reimbursement**

All mechanics shall have all necessary tools needed to perform their job purchased by the Village.

Section 3. **Posting of Courses**

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

Section 4. **Compulsory Courses**

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

Section 5. **Optional Courses**

Any employee attending an optional educational course related to the furtherance of his/her proficiency as an employee with the Village shall, with prior approval of the Director of Public Works, upon successful completion thereof, and presentation of evidence of such successful completion, be reimbursed by the Employer in accordance with the Village's Personnel Rules and Regulations.

ARTICLE XVIII

INSURANCE

Section 1. Health Insurance

- A. The Village agrees to provide health insurance for all employees and dependents during the term of this Agreement. The Village will pay the same percentage of premium costs for each covered employee and his/her dependent health insurance coverage as it pays for all other regular, full-time Village employees.
- B. The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans, so long as any subsequent insurance plan is the same as is offered to all other regular, full-time Village employees. Should the Village find it necessary to change insurance plans, covered employees shall contribute to any increase in premiums to the same extent as required of any other Village employees.

Section 2. Retirement Coverage

The Employer shall make the Village's group medical plan available to retirees retiring under I.M.R.F. and eligible dependents at the employee's expense.

Section 3. Life Insurance

The Village shall provide, at no cost to the Bargaining Unit members, life insurance in the amount of \$50,000.00 or equal to the employee's annual salary on January 1st of each calendar year (whichever is greater) subject to any benefit reduction provisions imposed by the insurer.

Section 4. Safety

Any employee required to deal with any chlorine leak emergencies shall be provided with adequate safety equipment to do so. The Employer shall provide any/all safety equipment required by OSHA and such equipment shall be approved by ANSI. The Village and the Union acknowledge that there are no types of self-contained breathing apparatus which are available and which are certified by OSHA for use by employees with beards, and the failure to provide that type of self-contained breathing apparatus will not be construed as a violation of this Agreement.

Section 5. Damaged Items

Any glasses, contact lenses, or other personal property that is accidentally damaged, lost, or broken while an employee is in the performance of their job shall be replaced by the Village.

Section 6. **Modified Duty Provision**

In the event that an employee is, because of an injury, temporarily unable to perform his normal job responsibilities, the Village may provide existing light work for the employee to perform. It is expressly understood that the Village is not required to create modified duty work for any employee.

ARTICLE XIX

UNIFORMS

Section 1. Uniform Policy

Employees shall be supplied with complete uniforms. The uniforms provided must be worn at all times while the employee is on duty. In addition, provided prior approval for purchases is obtained from the Village (approval shall not be unreasonably denied), the Village shall provide employees who turn in original receipts of up to \$650.00 per contract year for replacement of the following items, in the maximum amount indicated below.

	<u>Yearly Allocation</u>		<u>Yearly Allocation</u>
Carhartt Jacket or equivalent	\$140.00		
Bibs	\$160.00	Cargo Shorts	\$70.00
Hood	\$ 30.00	Winter Hat	\$ 30.00
Mask	\$ 30.00	Helmet Liner	\$ 30.00
Gloves	\$ 35.00	3 pair Work Boots	\$150.00 each or \$220.00 for safety toe work boots
Hooded Sweatshirt	\$ 80.00		

Total: \$650.00 per contract year.

It is understood that the Village will provide employees with rain gear and hip boots.

Section 2. Uniform Changes

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

Section 3. Reimbursement

Uniform items shall be purchased from vendors that have an account with the Village. All receipts will be remitted to the employee's superintendent the next business day following the purchase along with reimbursement for any expenditures over the limits established in this Article.

Section 4. Shorts

During the summer months (June through August) and with approval from a superintendent, employees in non-hazardous work environments may wear cargo shorts. Shorts must be purchased from an approved vendor as defined in the uniform policy in Section 1.

ARTICLE XX
GENERAL PROVISIONS

Section 1. Labor/Management Committee

A Labor/Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor/Management Committee meetings shall be limited to a Union Representative and three (3) bargaining unit employees designated by the Union. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor/Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor/Management Committee is intended to improve communications and shall be advisory only.

Section 2. Personal Appearance

It is important for all employees to project a professional image of the Village of Lake in the Hills while providing services in the community. For appropriate public appearance and safety reasons, employees are expected to report to work presenting a neat, clean and well-groomed appearance at all times, regardless of their job location or responsibilities.

Hair must be clean and kempt. Hair should be of natural color or natural color dye. Facial hair (including sideburns, a beard, goatee, or mustache) is permissible provided that the hair is clean and neatly trimmed.

Employees with tattoos and/or body art that are profane or offensive in nature will be required to cover such tattoos and art with clothing or cosmetics during working hours. Additionally, intentional body mutilation, branding or scarring is prohibited.

Visible body piercings (with the exception of a gauge plug in the ear lobe that matches the skin coloring of the employee) may not have jewelry during work hours. Additional jewelry shall be limited in quantity and size to the extent that it would not create a hazard to the employee while performing his/her duties.

Section 3. Monitoring

In order to create service routes, improve efficiency, minimize risks, and reduce insurance costs, the Village may implement a GPS monitoring system to track its vehicles and other equipment used by the employees.

ARTICLE XXI

WAGES

Section 1. Wage Rates

The wage rates per hour for the classifications set forth in this Agreement shall be as provided in Appendix A. Wage increases shall be applied the first full pay period following the effective date of the increase.

Section 2. Pay Period

The pay period shall be every two weeks.

Section 3. Working Outside of Classification

The Village, at its sole discretion, may temporarily reclassify an employee to work outside of his or her classification in the event a functional supervisor is absent for an extended period of time. This may apply to absences in the positions of Crew Leader and Water Operator II. The employee shall be paid at the rate of the new classification at the employee's same step.

ARTICLE XXII

CLASSIFICATION

Section 1. **Classification System**

- A. Employees of the Bargaining Unit shall be placed into appropriate classifications.
- B. The system of job classifications shall be mutually agreed upon, and shall be developed through a joint effort of the Union and the Village.
- C. Integrity of the Unit. The job descriptions of the bargaining unit are attached to this Agreement in Appendix C. If the Village finds it necessary to increase, reduce or eliminate, modify or combine any of the current positions or establish any new positions during the term of this Agreement, it may do so after proper notice to, and bargaining with the Union. Notice shall be given as far in advance as possible, but not less than thirty (30) days prior to implementation. Upon request by the Union, the Village shall meet to discuss the intended changes. Said notice shall be given to the Chief Steward and the Business Representative.

ARTICLE XXIII

SAVINGS CLAUSE

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

ARTICLE XXIV

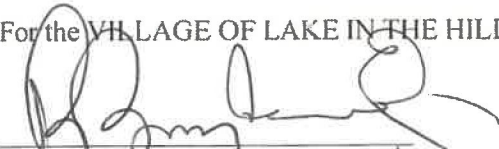
DURATION AND NOTIFICATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until 11:59 P.M. December 31, 2026. It shall automatically be renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date.

IN WITNESS THEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES THIS

19th DAY OF June, 2023

For the VILLAGE OF LAKE IN THE HILLS:


Ray Bogdanowski
Village President

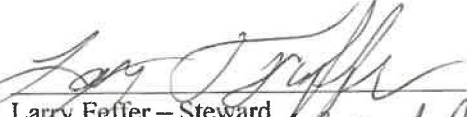
For SEIU:



SEIU Local 73 President *SECRETARY - TRANSFER*

Nancy Sujet
Attest *Deputy Village Clerk*

Patrick Corley
SEIU Local 73 Union Representative


Tim Corvillion – Steward


Larry Feffer – Steward


Theodore Griffis – Steward

APPENDIX A

WAGES

2023 (Add Step 9 with 4.5% Increase Over Step 8, Anchor Step 1, Equalize Steps)							
Step	General Utility Worker I	General Utility Worker II	Crew Leader	Mechanic	Senior Mechanic	Water Operator I	Water Operator II
1	25.69	28.05	29.83	29.92	30.37	29.83	33.95
2	26.84	29.30	31.16	31.25	31.72	31.16	35.47
3	27.98	30.55	32.49	32.59	33.08	32.49	36.98
4	29.13	31.81	33.82	33.92	34.43	33.82	38.50
5	30.27	33.06	35.15	35.26	35.79	35.15	40.02
6	31.42	34.31	36.48	36.59	37.14	36.48	41.53
7	32.56	35.56	37.80	37.93	38.50	37.80	43.05
8	33.71	36.82	39.13	39.26	39.85	39.13	44.57
9	34.85	38.07	40.46	40.60	41.20	40.46	46.08

2024--2.5% COLAs for All Positions and Steps							
Step	General Utility Worker I	General Utility Worker II	Crew Leader	Mechanic	Senior Mechanic	Water Operator I	Water Operator II
1	26.33	28.75	30.58	30.67	31.13	30.58	34.80
2	27.51	30.03	31.94	32.04	32.52	31.94	36.35
3	28.68	31.32	33.30	33.40	33.91	33.30	37.91
4	29.85	32.60	34.66	34.77	35.29	34.66	39.46
5	31.03	33.89	36.02	36.14	36.68	36.02	41.02
6	32.20	35.17	37.39	37.51	38.07	37.39	42.57
7	33.37	36.45	38.75	38.88	39.46	38.75	44.13
8	34.55	37.74	40.11	40.25	40.85	40.11	45.68
9	35.72	39.02	41.47	41.61	42.23	41.47	47.24

2025--2.5% COLAs for All Positions and Steps							
Step	General Utility Worker I	General Utility Worker II	Crew Leader	Mechanic	Senior Mechanic	Water Operator I	Water Operator II
1	26.99	29.47	31.34	31.43	31.91	31.34	35.67
2	28.19	30.79	32.74	32.84	33.33	32.74	37.26
3	29.40	32.10	34.13	34.24	34.75	34.13	38.86
4	30.60	33.42	35.53	35.64	36.18	35.53	40.45
5	31.80	34.73	36.93	37.04	37.60	36.93	42.04
6	33.01	36.05	38.32	38.45	39.02	38.32	43.64
7	34.21	37.36	39.72	39.85	40.44	39.72	45.23
8	35.41	38.68	41.11	41.25	41.87	41.11	46.82
9	36.62	40.00	42.51	42.65	43.29	42.51	48.42

2026--2.5% COLAs for All Positions and Steps							
Step	General Utility Worker I	General Utility Worker II	Crew Leader	Mechanic	Senior Mechanic	Water Operator I	Water Operator II
1	27.66	30.21	32.12	32.22	32.71	32.12	36.56
2	28.90	31.56	33.55	33.66	34.16	33.55	38.19
3	30.13	32.90	34.99	35.10	35.62	34.99	39.83
4	31.37	34.25	36.42	36.53	37.08	36.42	41.46
5	32.60	35.60	37.85	37.97	38.54	37.85	43.09
6	33.84	36.95	39.28	39.41	40.00	39.28	44.73
7	35.07	38.30	40.71	40.85	41.46	40.71	46.36
8	36.31	39.65	42.14	42.28	42.91	42.14	47.99
9	37.54	41.00	43.57	43.72	44.37	43.57	49.63

*Should the Laborer position be filled, wages would follow the terms of the annual wage schedule adjustments for other classifications, based on the 2022 Laborer rate, ranging from \$12.16 (Step 1) to \$16.38 (Step 8).

Active employees (not on unpaid leave or layoff status) shall advance to the next step on the first day of the next pay period following the anniversary date of their hire.

Longevity: Employees who have reached the highest step of their classification shall receive a lump sum bonus of \$1,000 upon reaching each anniversary date thereafter. The \$1,000 shall be paid on the first full pay cycle following the employee reaching the anniversary date. For example, an employee who reaches top step on February 15, 2024, would be paid the longevity bonus on the first payroll following February 15, 2025 and each year thereafter that the employee remains in their position. In the event an employee is promoted (moves from a classification with a lower step 1 wage to a position with a higher step 1 wage), the employee shall receive a minimum of a one-step increase in the new classification from the step the employee was at immediately preceding the promotion, not to exceed an employee with equal to or greater than the employee's years of service.

The Village, at its sole discretion, may determine that a newly hired employee shall be compensated at a rate higher than the beginning rate based upon the individual's qualifications and experience, but not to exceed the lowest paid person in that classification.

The term of the contract shall be a four (4) year agreement, commencing January 1, 2023 and shall remain in full force and effect until 11:59 PM December 31, 2026.

For the term of the 2023-2026 Agreement only, the following terms apply:

- In 2023 only, employees who ended calendar year 2022 in Step 1 of the wage schedule, shall receive a one-time, non-pensionable, equity payment of \$750 within 30 days of the execution of this Agreement.
- In 2023 only, applicable wage increases shall be retroactive, with retroactive payments to be made in no less than two pay cycles following the full execution of this Agreement. For example, an employee who reached Step 3 on March 1, 2022, shall be paid retroactively as having reached Step 4, effective March 1, 2023, and then would advance to Step 5 on March 1, 2024. An employee who

reaches their anniversary date in 2023 after the execution date of this Agreement shall advance as normal, without retroactive pay.

- In 2023 only, an employee who was at the top Step 8 in 2022 shall advance to the new top Step 9 on their 2023 anniversary date, regardless of prior years of service.
- In 2023 only, an employee who worked at top Step 8 of the previous agreement for all of calendar year 2022 shall receive the full longevity bonus upon reaching their anniversary date in 2023; employees who reached top Step 8 of the previous agreement in 2022 but did not work the full calendar year at Step 8 shall not receive a longevity bonus in 2023 but would be eligible in 2024 and thereafter for each successive completed year after reaching new top Step 9.

APPENDIX B

SUBSTANCE ABUSE TESTING

I. STATEMENT OF POLICY

A. Purpose and Goals

The Village of Lake in the Hills and the Federal Motor Carrier Safety Administration (FMSCA) of the U.S Department of Transportation have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of drivers and the public. In order to achieve the goal of ensuring a drug and alcohol-free transportation system, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the Village of Lake in the Hills has an alcohol and controlled substance testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles. The potential effects of alcohol and drug abuse are substantial in terms of lives lost, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.) and environmental damage. The Village of Lake in the Hills' drug and alcohol testing program is designed to create a drug and alcohol-free transportation system and to provide help to those employees who have chemical dependency problems. As an employer who uses drivers to operate commercial motor vehicles on public roads, the Village of Lake in the Hills is required to implement a controlled substances and alcohol misuse policy, including a drug and alcohol testing program, that is compliant with the requirements and procedures of 49 CFR Parts 40 and 382.

B. Employment Terms

Neither the implementation of this policy nor any of the terms of this policy is intended to modify the at-will nature of the employment relationship at the Village of Lake in the Hills or to otherwise create any contract, express or implied, with any employee. Employment with the Village of Lake in the Hills is considered "at-will," meaning that it is for no set duration and can be terminated by the Village of Lake in the Hills or the employee at any time, for any reason, unless prohibited by statute or public policy.

II. SCOPE

A. Employees Subject To Testing

The drug and alcohol testing required under this policy will apply to any individual who possesses a commercial driver's license (CDL) for the operation of the CMV. If an individual does not possess a CDL or is performing duties other than safety sensitive duties, the individual will be subject to the policies in the Village's Personnel Rules and Regulations.

B. Independent Contractors and Owner-Operators

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

III. DEFINITIONS

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

G. Controlled Substances

1. THC Marijuana
2. COC Cocaine
3. OPI Opiates
4. AMP Amphetamines
5. PCP Phencyclidine
6. aAMP Methamphetamine
7. All other controlled substances, as defined by **Part B** of Title 21 of the *United States Code* Controlled Substances Act, **as amended**.

H. Dilute Specimen—A specimen with creatinine and specific gravity values that are lower than expected for human urine.

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

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

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

K. Split Specimen—In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.

L. Substituted specimen—A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

IV. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct

Village of Lake in the Hills policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle. Furthermore, it does not authorize “medical marijuana” under a state law to be a valid medical explanation for a transportation employee’s positive drug test result (49 CFR Part 40, at 40.151(e)).

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

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

B. Removal From Service

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

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or

continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

C. Prescribed Medications

All drivers are required to notify the Village of Lake in the Hills of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

D. Drug And Alcohol Background Check

Any driver the Village of Lake in the Hills intends to hire or use to perform a safety-sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous two years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the Village of Lake in the Hills. Attachment A. The Village of Lake in the Hills will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding two years from all of the driver's previous employers during that time period.

No driver will be allowed to perform a safety-sensitive function if the Village of Lake in the Hills discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the Village of Lake in the Hills confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

V. TESTING CIRCUMSTANCES

A. Pre-Employment/Pre-Duty

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

B. Post-Accident

As soon as practicable following an accident, the Village of Lake in the Hills will require any surviving driver to submit to tests for alcohol and controlled substances if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

2. The driver received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring *disabling damage* as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

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

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

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

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

C. Random

The Village of Lake in the Hills will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year in accordance to FMCSA drug and alcohol testing regulations. All drivers will have an equal

chance of being tested at any time, regardless of the number of his/her previous selections.

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

D. Reasonable Suspicion

Whenever the Village of Lake in the Hills has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances. These observations will only be made by a supervisor or Village of Lake in the Hills official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Village of Lake in the Hills will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

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

In any reasonable suspicion testing circumstance, a Village of Lake in the Hills representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. The Village of Lake in the Hills representative will then transport the individual back to the Village of Lake in the Hills's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, the Village of Lake in the Hills will contact a taxi to transport the driver home. If the reasonable suspicion test result is negative, the Village of Lake in the Hills will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Village of Lake in the Hills will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including termination.

E. Return-To-Duty

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

F. Follow-Up

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

G. Refusal To Test

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

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
4. Submitting a substituted or adulterated specimen.
5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
6. Failing to remain at the testing site until the testing process is complete.
7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

VI. ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Personnel and Equipment

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

B. Alcohol Testing Procedures

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

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

C. Inability to Provide a Sample

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath sample, the employee will make two attempts to complete the testing process. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Village of Lake in the Hills representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village of Lake in the Hills. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

VII. CONTROLLED SUBSTANCE TESTING

A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The driver will be required to present photo identification to the collector at the start of the collection process. The collector will instruct the employee to empty the contents of his/her pockets, remove all outer clothing (jackets, hats, etc.) and leave all hand carried items outside the toilet enclosure. After washing his/her hands, the driver will be provided a wrapped collection container which is unwrapped in his/her presence. The wrapped/sealed specimen bottles will remain with the collector while the driver provides his/her specimen in the privacy of a toilet enclosure with a closed door. In circumstances where only a multi-stall restroom is available, the collector will accompany the driver into the restroom. The collector will remain outside the toilet stall/enclosure; the driver will provide the specimen while in the toilet stall with the stall door closed.

In certain circumstances the driver will be required to provide his/her urine specimen while being directly observed. Observation of urination will only be done by an individual who is the same sex as the driver. The following circumstances will require a direct observation collection:

1. The driver presents a specimen which is outside the expected temperature range (90-100 °F)
2. The driver presents a specimen which the collector believes is adulterated or substituted, or has specimen adulterant or substitution materials in his/her pockets.
3. A previous specimen provided by the driver was invalid for testing and there was no medical explanation for the specimen's invalidity
4. A previous specimen provided by the driver was verified as positive, adulterated, or substituted and the split specimen was unavailable for reconfirmation.
5. The collection is for a return to duty or follow-up test.

Upon completion of urination, the driver will present the specimen to the collector. The collector will check the temperature and physical appearance of the specimen. In the driver's presence, the collector will unwrap/remove the seal from the two specimen bottles, and divide the urine specimen into the two bottles, ensuring that there is at least 30 mL in the A Bottle, and at least 15 mL in the B Bottle. The collector will apply the seal/label to each bottle, date the label and ask the driver to initial each bottle label. The driver will be permitted to wash his/her hands. The specimen shall remain in the sight of both the collector and the driver from time of presentation of the specimen to the sealing/labeling of the bottles.

If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an

adequate specimen. If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Village of Lake in the Hills, and the Village of Lake in the Hills will direct the employee to be evaluated by a Village of Lake in the Hills-designated physician as soon as practical. If the MRO determines, after review of the physician's findings of the examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test.

The collector and driver will complete the CCF. The specimen bottles and a copy of the CCF will be placed in a plastic bag and sealed. The driver will be provided a copy of the CCF. Collection site personnel shall arrange shipment of the specimens to the drug testing laboratory. Prior to shipment, the specimens shall be maintained in a secure receptacle or area of the collection facility. If the driver refuses to cooperate during the collection process, the collection site person will inform the Village of Lake in the Hills Designated Employer Representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including termination, independent and regardless of the results of any subsequent drug test.

B. Laboratory Analysis

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

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

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

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

specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

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

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

C. Medical Review Officer

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

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

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

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

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

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

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

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

If the MRO reports a negative dilute specimen the Village of Lake in the Hills may require the individual to undergo another drug test. If the second test is also reported as negative dilute, that result will be the test of record]

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

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

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

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

If an employee has not contacted the MRO within 72 hours, the employee may present the

MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

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

VIII. CONFIDENTIALITY AND RECORDKEEPING

A. Confidentiality

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

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

B. Access to Facilities and Records

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

The Village of Lake in the Hills will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any

of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the Village of Lake in the Hills will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

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

IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL

A. Employee Education

The Village of Lake in the Hills will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the Village of Lake in the Hills policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

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

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

B. Supervisory Training

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

C. Substance Abuse Professional (SAP) Referral, Evaluation and Treatment

1. Available Resources

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

2. Substance Abuse Evaluation

Although an employee's employment with the Village of Lake in the Hills may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a drug or alcohol test, independent employer knowledge or a voluntary admission by the employee.

3. Substance Abuse Professional (SAP)

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with the recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

X. DISCIPLINE

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

A. Applicants

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

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level

of 0.04 or greater will be terminated from employment with the Village of Lake in the Hills.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be terminated from employment with the Village of Lake in the Hills.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time removed from duty will be without pay. Any employee who tests 0.02-0.039 alcohol concentration on more than one occasion will be terminated from employment with the Village of Lake in the Hills.

XI. RECORDKEEPING AND REPORTING

A. Retention of Records

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

B. Management Information System Reporting

When required by the FMCSA, the Village of Lake in the Hills will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the Village of Lake in the Hills' controlled substances and alcohol testing program activity.

ATTACHMENT A
VILLAGE OF LAKE IN THE HILLS
AUTHORIZATION FOR THE RELEASE OF DRUG AND ALCOHOL TESTING
INFORMATION

Prior Employer: _____ Driver: _____
Address: _____ Date of Birth: ____/____/____

Soc. Sec. No.: _____

Dates of Employment: _____
Telephone: () _____

In accordance with 49 CFR Part 40, §40.25 you are hereby authorized and requested to release to the Village of Lake in the Hills (Employer) at 600 Harvest Gate, Lake in the Hills, IL 60156 information on any alcohol tests with concentration results of 0.04 or greater, verified positive controlled substance test results, refusals to be tested, and/or any other violations of DOT drug and alcohol testing regulations within two years preceding the date of this request. I further authorize and request your to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty or follow-up drug and/or alcohol tests within the two years preceding this request.

A photocopy of this release shall be valid as the original. This authorization shall be valid for one year from the date of signing hereof.

Date: _____ Driver Signature: _____

To Be Completed By Prior Employer

DOT DRUG AND ALCOHOL TESTING VIOLATIONS

Driver has no violations of a DOT drug and alcohol testing regulation: _____.

Controlled Substance:	_____ positive.	Date: _____
Alcohol:	_____ alcohol concentration >0.04.	Date: _____
Refusal to be tested:	_____ (adulterated, substituted, etc.)	Date: _____

SUBSTANCE ABUSE PROFESSIONAL INFORMATION:

No Substance Abuse Professional information available ____
Name of Substance Abuse
Professional _____

Address: _____

Date of Initial evaluation: _____

Recommendation:

Return-to-duty evaluation: _____ yes _____ no Date: _____

SAP determination: _____ compliance _____ non-compliance

Return-to-duty test results: _____ negative _____ positive

Follow-up testing program: _____

**ATTACHMENT B
VILLAGE OF LAKE IN THE HILLS
POST-ACCIDENT TESTING INSTRUCTIONS**

Any driver involved in an accident while operating a commercial motor vehicle on a public road will be required to submit to tests for alcohol and controlled substances as soon as practicable following the incident, if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. The driver received a citation for a moving traffic violation arising from the accident and the accident involves:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incur *disabling damage*¹ as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Unless otherwise required by the Village of Lake in the Hills, post-accident drug and alcohol tests will not be required for occurrences involving only boarding or alighting from a stationary motor vehicle or the loading or unloading of cargo. In order to ensure that the above requirements are met, in the event of any accident, all drivers are required to take the following actions:

- Protect the area
- Notify the Police Department (contact 911)
- Assist the injured
- Notify your supervisor

These procedures do not require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

DRIVERS ARE STRICTLY PROHIBITED FROM USING ALCOHOL FOR EIGHT HOURS FOLLOWING AN ACCIDENT, OR UNTIL THE POST-ACCIDENT TESTING REQUIREMENTS ARE CARRIED OUT, WHICHEVER OCCURS FIRST.

FAILURE OR REFUSAL TO FOLLOW THESE INSTRUCTIONS, INCLUDING THE USE OF ALCOHOL PRIOR TO THE REQUIRED POST-ACCIDENT ALCOHOL TEST, WILL BE CONSIDERED A REFUSAL TO SUBMIT TO A TEST AND RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION.

¹ "*Disabling damage*" means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "*Disabling damage*" does not include:

- a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlight or taillight damage.
- d. Damage to turn signals, horn, or windshield wipers, which make them inoperative.

ATTACHMENT C
VILLAGE OF LAKE IN THE HILLS
SUPERVISOR'S REPORT OF REASONABLE SUSPICION

Employee: _____

Date: _____

Location: _____

Time: _____

OBSERVATIONS

Breath (Odor of Alcoholic Beverage): ☐ Strong ☐ Faint ☐ Moderate ☐ None

Eyes ☐ Bloodshot ☐ Glassy ☐ Normal ☐ Watery ☐ Clear
 ☐ Heavy Eyelids ☐ Fixed Pupils ☐ Dilated Pupils ☐ Normal

Speech ☐ Confused ☐ Stuttered ☐ Thick-Tongued ☐ Accent ☐ Mumbled
 ☐ Fair ☐ Slurred ☐ Mush Mouthed ☐ Good
 ☐ Cotton Mouthed ☐ Not Understandable ☐ Other

Attitude ☐ Excited ☐ Combative ☐ Hilarious ☐ Indifferent ☐ Talkative
 ☐ Insulting ☐ Care-Free ☐ Cocky ☐ Sleepy ☐ Cooperative
 ☐ Profane ☐ Polite ☐ Other

Unusual ☐ Hiccoughing ☐ Belching ☐ Vomiting ☐ Fighting ☐ Crying
Action ☐ Laughing ☐ Other

Balance ☐ Needs Support ☐ Falling ☐ Wobbling ☐ Swaying ☐ Other

Walking ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Other

Turning ☐ Falling ☐ Staggering ☐ Stumbling ☐ Swaying ☐ Hesitant
 ☐ Other

Indicate any other unusual actions, statements or observations: _____

Signs of complaints of illness or injury: _____

Safety-sensitive function: ☐ Yes ☐ No Describe: _____

SUPERVISOR'S OPINION

Apparent effects of alcohol/drug use: () None () Slight () Obvious () Extreme

Additional Comments: _____

Supervisor: _____

Witnesses:

Signature: _____

(optional)

Date: _____

Time: _____

ATTACHMENT D
VILLAGE OF LAKE IN THE HILLS
CERTIFICATION OF RECEIPT OF POLICY and DRUG AND ALCOHOL
AWARENESS INFORMATION

I, _____, hereby certify that I have been provided with copies of the Village of Lake in the Hills' Drug and Alcohol Abuse Policy, including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information, including resources available for evaluation and treatment of substance abuse problems.

Date: _____ Employee: _____

APPENDIX C
POSITION DESCRIPTIONS

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	Crew Leader	Division:	Public Properties and Streets
Date:	October 12, 2004	FLSA:	N
Revised:	March 26, 2015	Reports To:	Public Properties or Street Superintendent

Purpose of Position

This position serves as a skilled lead worker in construction, maintenance, and repair work of Village streets and public properties. Exercises functional and technical supervision over assigned departmental employees. Position reports to the Street or Public Properties Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists in the inspection of newly developed areas with or without an engineer.

Prepares various reports on operations and activities.

Assists in the planning, prioritizing, and assigning of work to staff within areas of responsibility.

Plans, recommends and provides operational and safety instruction to division staff.

Assists with the development of the division budget; makes recommendation on staffing, equipment, materials and supplies.

Supervises the use of and operates construction equipment and power tools, maintain hand tools and assigned equipment, performs preventive maintenance on equipment to correct deficiencies and extend the useful life of the equipment.

Monitors street, building and grounds maintenance and construction work performed by private contractors.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Oversees and assists with operations including snow and ice control; street cleaning and repair, cleaning of storm sewers, landscaping, sign installation and maintenance, general carpentry, equipment and facility maintenance.

Excavates for repairs and backfills area when job is completed.

Verifies the work of assigned employees for accuracy, proper work methods, and techniques.

Attends and participates in professional organization meetings.

Performs plan review and provides recommendations.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to public inquiries in a courteous manner and provides information within the area of assignment.

Resolves complaints in an efficient and timely manner.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs repairs to curbing, storm sewers, and sidewalks.

Operates necessary equipment for ice and snow events.

Performs maintenance and inspection of the storm water system, Village facilities and property, and equipment.

Maintains mechanical/electrical systems and equipment including HVAC systems, elevators, and other facility hardware within the limits of their knowledge.

Installs street signs, striping streets and parking lots.

Moves furniture, paints public facilities, mows Village property, conducts weed control, and cleans facilities, etc.

Assists in the removal of trash from parks, right of ways, detentions, open spaces, etc.

Performs other landscaping tasks as appropriate.

Mixes and applies pesticides as assigned.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with five years public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Basic computer knowledge including familiarity with word processing and spreadsheet programs (training provided, as needed). Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement. Must possess or obtain within six months of employment an applicable Illinois Public Pesticide Applicator's License.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including engineering plans, maps, plats, site plans, work safety regulations, high-tech manuals and educational curricula.

Ability to counsel, mediate and provide first line supervision.

Mathematical Ability

Ability to determine area, volume and basic Algebra.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Knowledge of operating, maintenance requirements and safety precautions in using heavy equipment.

Ability to safely handle, mix and apply pesticides and other chemicals.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, and textures associated with job-related objects, materials and tasks.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	Mechanic	Division:	Streets
Date:	May 1, 2000	FLSA:	N
Revised:	March 26, 2015	Reports To:	Street Superintendent

Purpose of Position

This is a skilled and technical position and is responsible for the repair and maintenance of all Village-owned vehicles and equipment. May exercise functional and technical supervision over assigned departmental employees. This position reports to the Street Superintendent.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Inspects, diagnoses, and locates mechanical difficulties on Village automobiles, trucks, and a variety of diesel, gasoline, and propane powered maintenance and construction equipment.

Determines extent of necessary repairs; replaces and repairs faulty or damaged parts; determines repairs beyond the shop's capabilities.

Diagnoses, maintains, and repairs DC electrical system components, ignition systems, computers, alternators, starters, and batteries.

Diagnoses and repairs front and rear axles, drive train components, belts, gears, chain drives, and propeller shafts.

Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.

Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches.

Tunes up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body, port fuel injection systems, and propane fuel systems.

Repairs, adjusts and replaces brake systems including wheel cylinders, master's cylinders, disc pads, hydraulic and air brakes.

Welds, fabricates and assembles parts and equipment for Village vehicles and equipment; fabricate, modify and repair body, plows, equipment, and chassis parts.

Repairs and maintains salt and plowing equipment to ensure proper working order for winter season.

Repairs and maintains small engines including lawn mowers, chain saws, weed eaters, and trimmers; insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Responds to after-hours callbacks; prepares for and confront emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Maintains cleanliness of work shop/ office area, and tool room.

Maintains, troubleshoots, and assists with the management of the fuel storage, dispensing, and monitoring equipment.

Operates necessary equipment for ice and snow events.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to; drills, power saws, shovels, rakes, wheel barrows, tampers, compressors, chippers, backhoes, loader, tractors; pouring and shoveling asphalt, concrete, gravel, hot and cold patch, sand, dirt, drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years experience in automotive and equipment repair experience or any combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess current certification from “ASE” or an equivalent organization in applicable repair and service fields. Must possess or obtain in a timely fashion an Illinois Class ‘B’ Commercial Drivers License with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including work safety regulations, high-tech manuals and educational curricula.

Ability to counsel and mediate, and/or provide first line supervision.

Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions, decimals, volumes, ratios and present values.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation, maintenance, and repair of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping,

bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to frequently lift and/or move up to 50lbs and occasionally lift and/or move up to 100lbs.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	Lead Mechanic	Division:	Streets
Date:	February 24, 2023	FLSA:	N
Revised:		Reports To:	Street Superintendent

Purpose of Position

This is a skilled and technical position and is responsible for the repair and maintenance of all Village-owned vehicles and equipment. May exercise functional and technical supervision over assigned departmental employees. This position reports to the Street Superintendent.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Plans, schedules, prioritizes, assigns, and monitors daily work activities to assigned staff members.

Plans, recommends, and provides operational and safety instruction to assigned staff.

Coordinates activities with vendors to ensure timely, cost-effective, and complete repairs are performed.

Assists the Superintendent in the identification, justification, and development of budget requests for fleet resources.

Assists the Superintendent in the preparation of specifications for fleet commodities and contracts.

Inspects, diagnoses, and locates mechanical difficulties on Village automobiles, trucks, and a variety of diesel, gasoline, and propane powered maintenance and construction equipment.

Determines extent of necessary repairs; replaces and repairs faulty or damaged parts; determines repairs beyond the shop's capabilities.

Diagnoses, maintains, and repairs DC electrical system components, ignition systems, computers, alternators, starters, and batteries.

Diagnoses and repairs front and rear axles, drive train components, belts, gears, chain drives, and propeller shafts.

Replaces or repairs faulty parts including wheel bearings, clutches, oil seals, shock absorbers, exhaust systems, steering mechanisms, and related parts and equipment.

Overhauls, repairs, and adjusts engines, transmissions, differentials, and clutches.

Tunes up engines by replacing ignition parts and reconditioning and adjusting carburetors, throttle body, port fuel injection systems, and propane fuel systems.

Repairs, adjusts and replaces brake systems including wheel cylinders, master's cylinders, disc pads, hydraulic and air brakes.

Welds, fabricates and assembles parts and equipment for Village vehicles and equipment; fabricate, modify and repair body, plows, equipment, and chassis parts.

Repairs and maintains salt and plowing equipment to ensure proper working order for winter season.

Repairs and maintains small engines including lawn mowers, chain saws, weed eaters, and trimmers; insures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Responds to after-hours callbacks; prepares for and confront emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Maintains cleanliness of work shop/ office area, and tool room.

Maintains, troubleshoots, and assists with the management of the fuel storage, dispensing, and monitoring equipment.

Operates necessary equipment for ice and snow events.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to; drills, power saws, shovels, rakes, wheel barrows, tampers, compressors, chippers, backhoes, loader, tractors; pouring and shoveling asphalt, concrete, gravel, hot and cold patch, sand, dirt, drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years experience in automotive and equipment repair experience or any combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess current certification from “ASE” or an equivalent organization in applicable repair and service fields. Must possess or obtain in a timely fashion an Illinois Class ‘B’ Commercial Drivers License with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including work safety regulations, high-tech manuals and educational curricula.

Ability to counsel and mediate, and/or provide first line supervision.

Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions, decimals, volumes, ratios and present values.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation, maintenance, and repair of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to frequently lift and/or move up to 50lbs and occasionally lift and/or move up to 100lbs.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	General Utility Worker II	Division:	Public Properties and Streets
Date:	March 20, 2002	FLSA:	N
Revised:	March 26, 2015	Reports To:	Public Properties or Streets Superintendent

Purpose of Position

This position provides skilled assistance with the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks, and other public properties. May exercise technical and functional supervision over assigned departmental employees. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists with repairs to curbing, storm sewers and sidewalks.

Maintains and inspects storm sewers.

Maintains and inspects manholes, river/creeks, lakes, dams, parks, and other related areas; repair yards and fences; replace or repair catch basins, culverts, parks equipment and retaining walls.

Installs street signs, stripping streets and parking lots.

Removes trash from parks, right of ways detentions, open spaces, etc.

Shovels and spreads asphalt and asphalt base in patching, repairing, and reconstructing streets; cleans and fills road cracks with sealing material.

Operates a street sweeper cleaning Village streets, and gutters along assigned routes; prepares reports regarding completed routes and activities.

Uses concrete cutting and breaking equipment; pours and assists in finishing concrete and masonry work; constructs concrete forms and performs rough carpentry work.

Trims trees along parkway; rake, vacuum, and load fallen leaves into trucks; performs brush pickup and cleanup duties caused by storm damage; transports to landfill sites; chips brush as necessary.

Maintains and repairs mechanical/electrical/structural systems and equipment including HVAC systems, elevators, and other facility hardware within the limits of their knowledge.

Excavates for repairs and backfills area when job is completed.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Responds to public inquiries in a courteous manner and provides information within the area of assignment. Resolves complaints in an efficient and timely manner.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Monitors street, building and grounds maintenance and construction work performed by private contractors.

Operates necessary equipment for ice and snow events.

Installs street barricades and cones prior to the performance of street repair activities; direct and control traffic around work sites.

Performs other landscaping tasks as appropriate.

Mixes and applies pesticides as assigned.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations.

Moves furniture, paints public facilities, mows Village property, conducts weed control, cleans facilities, etc.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with three years public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement. Must possess or obtain within six months of employment an applicable Illinois Public Pesticide Applicator's License. Personnel hired into this position before January 1, 2012 are not required to obtain a Pesticide Applicator's License.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate verbally and in writing.

Ability to convey instructions.

Ability to counsel, mediate and provide first line supervision.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to deal with problems involving a few variables in standardized situations.

Ability to utilize a variety of manual and power equipment.

Ability to safely handle, mix and apply pesticides and other chemicals.

Ability to work independently and complete daily activities according to work schedule, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	General Utility Worker I	Division:	Public Properties and Streets
Date:	March 20, 2002	FLSA:	N
Revised:	March 26, 2015	Reports To:	Public Properties or Street Superintendent

Purpose of Position

This position performs semi-skilled to skilled assistance with the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks, and other public properties. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, ballfield prep machines, shovels, rakes, push mowers, riding mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, backhoes, loaders, tractors; pouring and shoveling asphalt, concrete, gravel, dirt, sand, hot and cold patch, crack filling; drive one of a variety of light to medium duty vehicles on a daily basis; receives training in the operation and care of vehicles and equipment.

Assists with the repairs to curbing, storm sewers, and sidewalks.

Assists with the maintenance and inspection of storm sewers.

Maintains and inspects manholes, river/creeks, lakes, dams, parks, and other related areas; repair yards and fences; replace or repair catch basins, culverts, parks equipment and retaining walls.

Assists with installation of street signs, striping streets and parking lots.

Assists in the removal of trash from parks, right of ways detentions, open spaces, etc.

Shovels and spreads asphalt and asphalt base in patching, repairing, and reconstructing streets; cleans and fills road cracks with sealing material.

Operates a street sweeper cleaning Village streets, and gutters along assigned routes; prepare reports regarding completed routes and activities.

Uses concrete cutting and breaking equipment; pours and assists in finishing concrete and masonry work; constructs concrete forms and performs rough carpentry work.

Trims trees along parkway; rake, vacuum, and load fallen leaves into trucks; performs brush pickup and cleanup duties caused by storm damage; transports to landfill sites; chips brush as necessary.

Maintains and repairs mechanical/electrical/structural systems and equipment including HVAC systems, elevators, and other facility hardware within the limits of their knowledge.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Operates necessary equipment for ice and snow events.

Installs street barricades and cones prior to the performance of street repair activities; directs and controls traffic around work sites.

Performs other landscaping tasks as appropriate.

Maintains an inventory of material.

Moves furniture, paints public facilities, mows Village property, conducts weed control, and cleans facilities, etc.

Performs any other duties as directed by the Superintendent or designee

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with one year public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'B' commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Ability to work independently and complete daily activities according to work schedules, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read and write reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	General	Department:	Public Works
Position Title:	Laborer	Division:	All
Date:	January 1, 2012	FLSA:	N
Revised:	March 26, 2015	Reports To:	Superintendent

Purpose of Position

This position assists in the semi-skilled tasks related to the day-to-day maintenance and repair of Village infrastructure including streets, right-of-ways, the airport, parks and other public properties. This position reports to the Public Properties or Street Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs various standard tasks using a wide variety of manual and powered equipment including, but not limited to: drills, power saws, shovels, rakes, mowers, string trimmers, wheel barrows, tampers, rototillers, compressors, chippers, jackhammers, and tractors. Drives a variety of light to medium duty vehicles on a daily basis and receives training in the operation and care of vehicles and equipment.

Assists with the repair of curbing, pavements, and sidewalks. Assists with the maintenance, repair, and replacement of culverts, storm drains, and cleans storm sewers. Assists with installation of street signs and the striping of streets and parking lots.

Performs general landscaping work including mowing, trimming, weeding, mulching, and planting. Performs brush pickup; chips brush; and transports to landfill sites.

Assists in the maintenance of parks and other public facilities. Removes trash from parks, right of ways, and other public spaces. Prepares and paints surfaces both interior and exterior. Cleans facilities including offices, shops, and bathrooms.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Ensures the proper maintenance of equipment and tools by cleaning and checking equipment and tools after use.

Utilizes proper safety precautions related to all work performed and adheres to all departmental and Village safety policies. Advises supervisor of hazards and corrective actions.

Performs any other duties as directed by the Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent, with one-year public works experience or related field or any equivalent combination of education and experience that provides equivalent knowledge, skills, and abilities will be considered. Must possess or obtain in a timely fashion an Illinois Class 'C' driver's license.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate orally and to read and understand use, operation, and maintenance instructions provided by manufacturers.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Ability to utilize a variety of manual and power equipment.

Ability to work independently and complete daily activities according to work schedules, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	Water	Department:	Public Works
Position Title:	Water Operator II	Division:	Water
Date:	March 20, 2002	FLSA:	N
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position serves as a skilled lead worker performing technical and skilled work in all phases of operations and maintenance and repair of the potable water system. Exercises technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Plans, prioritizes, performs and assigns the daily inspection, testing, record keeping, repair and maintenance of wells, water towers, distribution and treatment facilities.

Performs and directs the collection, analyses, and record keeping of a variety of data concerning the water system operations including pumping data, chemical feed rates and water samples; make necessary changes based upon analyses of the data.

Plans, develops and implements a regular maintenance program to test and monitor the Village water supply and distribution system.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations on treatment and storage facilities

Recommends and assists in the implementation of goals and objectives; establishes schedules; implement policies and procedures.

Performs plan review and provides recommendations.

Assists in the inspection of newly developed areas with or without engineer.

Oversees and coordinates construction project activities with engineers and contractors.

Diagnoses problems, repairs, replaces and maintains equipment on wells, SCADA, treatment facilities and pump stations.

Assists with the development of the division budget; makes recommendation on staffing, equipment, materials and supplies.

Prepares various reports on operations and activities.

Plans, recommends and provides operational instruction and safety training for division staff.

Attends and participates in professional organization meetings.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to and resolves resident inquiries and complaints; investigates distribution system and water quality problems.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Operates necessary equipment for ice and snow events.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years of increasingly responsible experience in the operation and maintenance of water distribution and production systems including two years of supervisory responsibility or any equivalent combination of education and experience will be considered. Basic computer knowledge including familiarity with SCADA systems, word processing,

and spreadsheet programs (training provided, as needed) . Must possess a valid Illinois Class “B” Water License. Must possess, or obtain in a timely fashion, an Illinois Class “B” commercial driver’s license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Ability to utilize a variety of reference, descriptive and advisory data and information including engineering plans, maps, plats, site plans, work safety regulations, high-tech manuals and educational curricula.

Ability to counsel, mediate and provide first line supervision.

Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods and techniques commonly used in potable water distribution operations.

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to exercise the judgment, decisiveness, and creativity required in situations including making emergency repairs to water system, and handling irate individuals.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to operate and perform repair tasks for extended periods of time under adverse conditions.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	Water	Department:	Public Works
Position Title:	Water Operator I	Division:	Water
Date:	May 20, 2002	FLSA:	N
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position serves as a skilled lead worker performing skilled work, some technical, in the operations, maintenance, and repair of the potable water system. Exercises technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs the daily inspection, testing, record keeping, repair and maintenance of wells, water towers, distribution, and treatment facilities.

Performs and directs the collection, analyses and record keeping of a variety of data concerning the water system operations including pumping data, chemical feed rates and water samples; makes necessary changes based upon analyses of the data.

Maintains appropriate inventory levels of equipment, parts and supplies for scheduled and emergency situations on treatment and storage facilities

Oversees construction, pressure testing and chlorinating of water main and storage facilities and maintains records of such activities.

Verifies the work of assigned employees for accuracy, proper work methods, and techniques.

Assists in the inspection of newly developed areas with or without engineer.

Oversees and coordinates construction project activities with engineers and contractors.

Performs airline testing of wells and maintains records of such activities.

Performs the sampling and testing of water as required by the EPA and ensures the timely reporting to

same.

Diagnoses problems, repairs, replaces and maintains equipment on wells, SCADA, treatment facilities and pump stations.

Excavates for repairs and backfills area when job is completed.

Identifies and recommends improved work methods and procedures to accomplish work assignments as necessary.

Utilizes and ensures proper safety precautions related to all work performed and adheres to departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Plans, recommends and provides operational instruction and safety training for division staff.

Attends and participates in professional organization meetings.

Performs plan review and provides recommendations.

Responds to and resolve resident inquires and complaints; investigates distribution system and water quality problems.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs water distribution repairs, replacement, installation and maintenance of equipment including water main, valves, fire hydrants, service lines and b-boxes.

Performs J.U.L.I.E. locates and maintains record of same.

Operates necessary equipment for ice and snow events.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with five years of increasingly responsible experience in the operation and maintenance of water distribution and production systems. Must have possession of, or ability to obtain in a timely fashion, a valid Illinois Class "B" Water License. Basic computer knowledge including familiarity with SCADA systems, word processing, and spreadsheet programs (training provided, as needed). Must possess or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

Ability to communicate verbally and in writing with other agency staff, co-workers, the general public and immediate supervisor.

Ability to counsel, mediate and provide first line supervision.

Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods, and techniques commonly used in potable water operations

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	Water	Department:	Public Works
Position Title:	General Utility Worker II	Division:	Water
Date:	October 12, 2007	FLSA:	N
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position provides skilled work in performing maintenance, repair and operation on the water system and equipment. May exercise technical and functional supervision over assigned departmental employees. This position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Performs the daily inspection, testing, record keeping, repair, and maintenance of wells, water towers, distribution, and treatment facilities.

Performs the hydrant maintenance program including flushing, painting, lubricating, flow testing, exercising and record maintenance of all hydrants.

Performs the valve maintenance program including mapping, exercising and record maintenance of all valves.

Performs J.U.L.I.E. locates and maintains record of same.

Performs the sampling and testing of water.

Records locations of service lines and water mains for mapping purposes.

Maintains appropriate inventory level of equipment, parts and supplies needed for scheduled and emergency situations on the water distribution system.

Excavates for repairs and backfills area when job is completed.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to and resolves resident inquiries and complaints; investigates distribution system and water quality problems.

Attends and participates in professional organization meetings.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs periodic inspection, testing, record keeping, repair, and maintenance of wells, water towers, and treatment facilities.

Monitors maintenance and construction work performed by private contractors.

Performs landscape maintenance and repairs.

Installs and repairs water meters and remote reading devices; completes related paper work.

Performs airline testing of wells; maintains records.

Inspects water meters, remote devices, and b-boxes at new construction sites; completes related paper work.

Installs sampling stations.

Performs snow and ice control duties as required.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with three years of increasingly responsible experience in the operation and maintenance of water distribution systems or any equivalent combination of education

and experience will be considered. Must possess, or obtain in a timely fashion, an Illinois Class “B” commercial driver’s license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to calculate percentages, fractions and decimals.

Judgment and Situational Reasoning Ability

Knowledge of the materials, methods, and techniques commonly used in potable water operations.

Knowledge of applicable I.E.P.A. regulations and requirements.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to counsel, mediate and provide first line supervision.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Ability to recognize and identify similarities or differences between characteristics of colors, shapes, sounds, and textures associated with job-related objects, materials, and tasks.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

VILLAGE OF LAKE IN THE HILLS

Position Description

Fund:	Water	Department:	Public Works
Position Title:	General Utility Worker I	Division:	Water
Date:	March 20,2002	FLSA:	N
Revised:	March 26, 2015	Reports To:	Water Superintendent

Purpose of Position

This position performs semi-skilled to skilled work in the maintenance, repair, and operation on the water system and equipment. Position reports to the Water Superintendent or designee.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Installs and repairs water meters and remote reading devices; completes related paper work.

Inspects water meters, remote reading devices and b-boxes at new construction sites; completes related paper work.

Performs meter reading program; re-read meters as necessary and collect final readings; complete related paper work.

Distributes shut-off posting for overdue accounts; performs shut-off as directed.

Performs the daily inspection, testing, record keeping, repair, and maintenance of wells, water towers, distribution, and treatment facilities.

Performs the hydrant maintenance program including flushing, painting, lubricating, flow testing, exercising and record maintenance of all hydrants.

Performs the valve maintenance program including mapping, exercising and record maintenance of all valves.

Performs J.U.L.I.E. locates and maintains record of same.

Performs building and grounds maintenance including cleaning, painting, light bulb replacement, mowing, weeding, trimming, planting and general housekeeping and general housekeeping.

Performs checks on generators, scheduled maintenance, and maintains records.

Performs landscape repairs.

Utilizes and ensures proper safety precautions related to all work performed and adheres to all departmental and Village safety procedures. Advises supervisor of hazards and corrective actions.

Responds to after-hours callbacks; prepares for and confronts emergency conditions as necessary to maintain efficient and effective Village services.

Keeps and maintains all records and documentation of work performed.

Additional Tasks and Responsibilities

While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.

Performs inspections of Village-owned equipment, identifies work requirements, and performs preventative maintenance actions to correct deficiencies and extend the useful life of the equipment.

Performs landscape maintenance and repairs as they pertain to water distribution repairs

Performs snow and ice control duties as required.

Operates construction equipment and power tools such as dump truck, skidsteer, concrete saw, sewer rodder, and mower; maintain hand tools and assigned equipment.

Performs any other duties as directed by the Water Superintendent or designee.

Minimum Training and Experience Required to Perform Essential Job Functions

High school diploma or equivalent with one year of experience in the operation and maintenance of water distribution systems or any equivalent combination of education and experience will be considered. Must possess, or obtain in a timely fashion, an Illinois Class "B" commercial driver's license with air brakes endorsement.

Physical and Mental Abilities Required to Perform Essential Job Functions

Language Ability and Interpersonal Communication

Ability to communicate clearly and concisely, both verbally and in writing with co-workers, the general public and immediate supervisor.

Mathematical Ability

Ability to add, subtract, multiply and divide.

Judgment and Situational Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written and oral instructions.

Knowledge of the materials, methods, and techniques commonly used in potable water operations.

Ability to work independently and to complete daily activities according to work schedule, needing little supervision.

Ability to make routine decisions in accordance with ordinances, regulations, established policies, and department procedures.

Physical Requirements

Ability to coordinate eyes, hands feet and limbs in performing movements required in operation of construction equipment including backhoes, skidsteers, end loaders, power saws, small and large trucks, and assorted tools commonly used in Public Works operations.

Must have sufficient visual ability to operate equipment and trucks during daylight and night hours to observe unsafe roadways, to read reports and correspondence. Specific vision abilities include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Ability to maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include climbing stairs/ladders, walking, crouching, crawling, stooping, bending, twisting, standing, or sitting for extended periods of time, operating assigned equipment and lifting heavy objects.

Environmental Adaptability

Ability to work safely with a variety of hazardous and toxic materials that may be used to carry-out assigned duties.

Ability to perform work where environmental factors such as irate individuals, weather conditions, confined space entry and work in heights may cause discomfort.

Ability to work near moving mechanical parts, noise, dust, and vibration.

The Village of Lake in the Hills is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date