

ARTICLES OF AGREEMENT

BETWEEN

THE

VILLAGE OF OAK PARK

AND

THE SERVICE EMPLOYEES INTERNATIONAL

UNION LOCAL 73 (Water & Sewer)

July 1, 2020 through June 30, 2023

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

This agreement is entered into by and between the VILLAGE OF OAK PARK, a municipal corporation (hereinafter called the "Village") and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73 (hereinafter called the "Union")

ARTICLE I-MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate the affairs of the Village and all departments for which Union members are present in all its various aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village' s right to determine its mission and set standards of service offered to the public; to direct the working forces to plan, direct, control and determine the operations or services to be conducted in all of its departments or by the employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or release employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE II - UNION RECOGNITION

Section 1: Recognition

The Village of Oak Park, Illinois, recognizes the Service Employees International Union Local 73, as the Exclusive Collective Bargaining Representative for all employees in any and all classifications of work performing duties covered by this agreement, such as those who engage in installation, inspection, repair, maintenance or service work in connection with the complete water distribution and combined sewer systems in the Village of Oak Park. The above systems include, but are not limited to, sewers, water mains, water meters, water pumping stations, and piping of all types associated with these systems. These position classifications are listed as follows:

Water and Sewer Worker I
Water and Sewer Worker II
Senior Pumping Station Operator
Pumping Station Operator

The Village will provide the Union with space on a designated Village bulletin board to be used by the Union for official Union business at a suitable location, upon which the Union may post notices and communications of legitimate Union business. No other place on Village property shall be used by the Union for posting of notices.

Section 2: Probationary Period

All newly hired Water and Sewer Workers shall serve a nine (9) month probationary period. Two weeks prior to the completion of the probationary period, the Village will complete a performance evaluation for the employee. The employee must achieve an overall performance rating score of "Meets Expectations" or higher in order to pass probation. The employee will be rated on his/her attendance record, preventable accidents while operating Village equipment, as well as the following specific requirements:

1. Possess or obtain a Class "B" Commercial Driver's License ("CDL"); in good standing with air brakes;
2. Attend the Village of Oak Park customer service training;
3. Direct the replacement of main to "B-Box" one-inch water service;
4. Demonstrate proficient operation of the Jetter/Vactor;
5. Demonstrate proficient setup of a one-inch tap;
6. Demonstrate proficient operation of the "Mirror/Thumper" (Bullet) on the street;
7. Demonstrate proficient operation of six-wheel dump truck equipped with plow and salt spreader;
8. Demonstrate operation of the sewer rodding machine;
9. Direct the repair of a collapsed sewer lateral;
10. Demonstrate the ability to install/trouble shoot water meters and meter interface units;
11. Demonstrate the ability to perform JULIE locates and

12. Demonstrate the ability to use the sewer push camera and tracing equipment.

This probationary period may be extended for a period not to exceed six (6) additional months.

All newly hired Pump Station Operators shall serve a nine (9) month probationary period. Two weeks prior to the completion of the probationary period, the Village will complete a performance evaluation for the employee. The employee must achieve an overall performance rating score of "Meets Expectations" or higher in order to pass probation. The employee will be rated on his/her attendance record, preventable accidents while operating Village equipment, as well as the following specific requirements:

1. Possess or obtain a minimum Class "C" Illinois Public Water Supply Operator License;
2. Possess or obtain a Class "B" Commercial Driver's License (CDL) in good standing with air brakes;
3. Attend Village of Oak Park customer service training;
4. Demonstrate the proficient operation of the water distribution SCADA (Supervisory or Control and Data Acquisition) system;
5. Demonstrate proficient water sampling procedures;
6. Demonstrate proficient operation of six-wheel dump truck equipped with salt spreader and plow.

This probationary period may be extended for a period not to exceed six (6) additional months.

Section 3: Wage Rate for Probationary Employees

The wage rate for probationary employees hired after the signing date of this Agreement will be ninety percent (90%) of the hourly position rate for the position classification. Upon successful completion of the probationary period, the employee will be placed at the current hourly rate for the position classification.

ARTICLE III - DUES CHECK-OFF MAINTENANCE OF MEMBERSHIP AND FAIR SHARE

Section 1: Payment of Union Dues

The Village, upon receipt of a validly executed written authorization card from the employee or upon written notification from the Union stating the Union is in receipt of written or electronic authorization cards, the Village shall deduct Union membership dues from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a quarterly basis to the Union. Paper copies of all records shall be available upon request by the Village. It shall be the responsibility of the Union to provide the necessary dues authorization form to any new employee hired into the bargaining unit. To the extent allowable by law, failure of the employee to return the properly executed form within thirty (30) days of receipt shall result in the Union notifying the Village to deduct the Union certified Fair Share amount from the employee's wages. The opt out period shall be as is described in the current law.

The Village shall provide, upon request, to the Union within thirty (30) days of hire the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Village shall similarly provide the Union with the name and date of any employee transferred or promoted out of the Union's bargaining unit and /or terminated from a job classification within said unit. Such information shall be provided in writing.

Section 2: Payment of Fair Share

To the extent allowable by law. It is further agreed that 30 days after the employee's completion of the probationary period, the Village shall deduct from the earnings of employees in the bargaining unit who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter called the "Fair Share amount") from said non-member bargaining unit employees will not exceed the regular Union dues and represents the employee's fair share cost of the collective bargaining process. Employees hired on or after the effective day of the Agreement and who have not made application for membership shall be required, thirty (30) days after completion of their probationary period, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours, and other conditions of employment

Section 3: Probationary Employees

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her last date of hire with the Employer in a position classification covered by this Agreement. During the probationary period, the employee shall not have the status of a regular employee except for accrual of benefits as provided for in this Agreement.

During the employee's probationary period, the employee may be reprimanded, suspended, laid off, or terminated at the sole discretion of the Employer without just cause. No grievance shall be presented or entertained in connection with the reprimand, suspension, termination or lay off of a probationary employee.

Section 4: Indemnification

The Union shall indemnify and save harmless the Village and its officers, agents, and employees against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees or the Union; its officers, agents and employees in the course of or for the purpose of complying with any of the obligations and/or provisions of this Article.

ARTICLE IV-WORKING CONDITIONS

Section 1: Work Week

Working hours shall be as mutually agreed upon by the Union and the Employer.

Working hours shall be eight (8) consecutive hours per day at the option of the Employer between 6:00 a.m. and 6:00 p.m. for a total of forty (40) hours per week. Each work day shall consist of a total of thirty minutes of break-time split into two (2) fifteen (15) minute periods, one at 9:00 a.m. and 2:00 p.m.; however, the Employer may modify such break times due to job requirements. Each work day shall have one (1) unpaid meal period of one-half (1/2) hour per day scheduled by the Employer.

The work week shall consist of five (5) consecutive days Monday through Friday.

Employees shall be permitted a maximum of fifteen (15) minutes of "clean-up" time, immediately preceding the end of their work shift, excluding travel time.

Section 2: Overtime

Employees shall be compensated at a rate of one and one half (1 1/2) for all work authorized by an appropriate supervisor such as the Director of Public Works and/or Superintendent that is performed before the official starting time and until the official starting time.

Employees covered by this agreement shall be compensated at the rate of one and one-half (1 1/2) times their regular straight time hourly rate of pay for all time, authorized by an appropriate supervisor, in excess of eight (8) hours in a day or forty (40) hours in a week while working a five (5) day work week Monday through Friday. One and one-half (1 1/2) shall be paid for time worked on Saturday providing the Employee had worked at least forty (40) hours during the normal working hours of the current week as described above. Paid leave such as sick leave and vacations shall be considered as time worked in determining when overtime pay is warranted either on a daily or weekly basis. Holidays that are observed during the normal work week shall be considered as time worked for purposes of determining whether overtime pay is warranted on a weekly basis.

The following definitions of overtime are to be applied to the classification most appropriate to perform the work:

- a. Scheduled overtime shall be defined as overtime pre-arranged by posting and the employee signing the posting sheet. Scheduled overtime shall be offered to each employee on a rotating basis. Once an employee is offered overtime, he/she shall be placed at the bottom of the list. The list shall be in seniority order and the first offer of overtime under this Agreement shall be made to the most senior employee.
- b. Continuation of shift shall be defined as overtime that occurs when a project cannot be completed during the normal shift of work and overtime is required to bring the activity to a logical conclusion point. Such overtime shall be offered first on the basis of bargaining unit seniority to those employees engaged directly in the activity. In the

event that additional employees are required for the activity such overtime shall be offered to employees on the basis of straight bargaining unit seniority.

An example of continuation of shift is as follows but not limited to.

- When an employee is required to report to work early (called within 1 hour prior to the scheduled work time) for a shift and this time worked is adjacent to the beginning of the employees shift. In this case overtime will be offered first to those employees at the work site and then on the basis of seniority; and
 - When an employee is scheduled for an early start time prior to the end of the prior work day.
- c. Emergency overtime shall be defined as overtime that occurs because of unforeseen circumstances and requires callback of employees with a rapid response. Overtime resulting from emergency incidents shall be offered on the basis of rotating seniority.

The Employer shall not be required to notify employees who are not at work due to illness, injury, vacation, holiday, personal day, compensatory time off or regularly scheduled day(s) off of the availability of overtime.

Section 3: Additional Breaks While Working Overtime

Employees held over and working in excess of eight (8) hours per day will receive an additional fifteen (15) minute break after each additional four (4) hours worked.

Section 4: Location of Breaks and Meals

All breaks and meal periods will be taken on or near the job site, except as approved by the Supervisor, on a case-by-case basis, in a way as to minimize disruption to the work and to maintain the integrity and safety of the worksite.

Section 5: Incomplete Work Day

Employees reporting for work at the official starting time, who, for reasons beyond the control of the Village, cannot start work, shall receive two hours pay but they shall stay on the job for this period. If employees have to cease work before a full day's work is completed for reasons beyond the control of the Village, they shall receive one extra hour's pay in addition to the hours already worked, but they shall also stay on the job for this period. Any employee who refuses to work when a work order is given shall not be covered by this provision.

Section 6: Emergency Call-Back

An employee shall receive a minimum of three (3) hours overtime for emergency call-back but maybe required to stay on the job for this period. Emergency call-back does not include a continuous extension of the regular workday immediately before or after the regular workday.

A seniority roster will be posted for the purpose of calling back staff for bonafide emergency situations. When the number and type of staffing needed for a call back has been determined by the Employer, the next person on the list as set forth above in Section 2 will be contacted first. The procedure will continue down the roster. The assignment of such overtime will be awarded in order of seniority to qualified employees responding within two (2) minutes. After completion of calls notifying employees of the need for overtime workers employees responding after the two (2) minute period shall be placed at the bottom of the call back list. If after contacting all qualified employees by seniority, an insufficient number of employees are available, the Public Works Director or his/her designated representative will re-contact the most junior qualified employee and require overtime. This procedure will continue up through the seniority roster. If the top of the seniority has been reached the process will start over from the bottom of the seniority list. It should be understood that situations do arise that require the call back of the entire staff. Callback for emergency snow plowing will be administered in the same manner as all other emergency callbacks.

Section 7: Senior Pumping Station Operator & Pumping Station Operator Overtime

The Senior Pumping Station Operator and Pumping Station Operator shall be compensated at minimum of one (1) hour of pay at time and one-half (1 and 1/2) if a malfunction is resolved using remote procedures if those procedures are used outside of normal working hours or on overtime.

Section 8: Layoff and recall

The Village reserves the right to layoff employees covered by this Agreement when there is not sufficient work or funds to keep the present force employed, or for other legitimate reasons; provided, however, that laid off persons in an affected classification shall be placed on a recall list for one (1) year from the date of the layoff and for purposes of recall from such list seniority shall prevail providing the person can qualify. In layoffs and rehiring, the last person hired in the affected classification shall be the first person laid off in the affected classification, and in rehiring of employees, it is the employee with the oldest seniority date who shall be the first returned to work in the affected classification that is recalled, until the seniority list is exhausted. No new employee(s) shall be hired until all persons on the active recall list have been recalled.

In the event the Village identifies classifications within the bargaining unit which will be laid off, the Village shall notify the Union thirty (30) days prior to the intended effective date of the planned layoff. Upon receipt of such notice, the Union may request effects bargaining regarding the planned layoff. The planned layoff may be implemented if effects bargaining has not been completed by the effective date of the layoff.

Persons who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to such persons by first class and certified mail, return receipt requested with a copy sent to the Union via first class mail, provided that the person recalled must notify the Director of Human Resources of his/her intention to return within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing notice of the recall by certified mail, return receipt requested, to the last mailing address provided by such person, it being the obligation and responsibility of such person to provide the Director of Human Resources with his/her latest mailing address.

Section 9: Sick Leave

Sick leave for personal illness or injury is allowed only in case of necessity when the employee is actually sick or disabled and unable to effectively perform the duties of the job. Use of personal sick leave for purposes other than actual sickness or injury is considered fraudulent and will result in progressive discipline up to and including dismissal. Sick leave is intended to financially assist employees who experience illness or injury that require care or treatment of significant duration. Employees may accumulate a total of two hundred forty (240) days of sick leave.

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

Employees who are absent from work due to illness the day before and/or the day after a holiday or other paid time off such as vacation, personal, or comp time, may not be eligible for sick leave compensation for the absence(s) unless the absence(s) is approved by the Public Works Director or his/her designee or the employee provides a note from a medical provider or there is a pre-approved leave date related to a FMLA for the date of the absence. Employees who become injured or ill and not able to work while on other paid leave must continue their scheduled leave before sick leave can be applied.

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

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

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

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

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

Employees who fail to contact their supervisor or a member of the Public Works management team for three (3) consecutive workdays shall be considered to have voluntarily resigned unless extenuating circumstances such as incapacity can be demonstrated by the employee.

The Employer may require, at its option, a medical certificate upon the employee's return to work for any illness or injury requiring more than three (3) days of sick leave, or recurrence of any illness or injury that requires additional use of sick leave. The employer may also require medical certification when an employee experiences multiple illnesses of shorter duration or patterns of illness such as days following unscheduled work days.

Employees unable to work due to serious illness or injury as defined by the Family Medical Leave Act (FMLA), and designated as such by the employee's physician, must use accrued paid leave (i.e. sick leave, vacation, or personal time) for the FMLA-provided leave (up to twelve (12) weeks per year). Accrued sick leave shall be exhausted prior to the use of other paid leaves for this purpose. Use of any such paid or unpaid leave shall run concurrently with the FMLA-provided leave.

All employees will accrue thirteen (13) days of sick leave per year at the rate of four (4) hours per pay period. No sick leave balance may exceed two hundred forty (240) days.

In addition, retiring employees who are members of the Illinois Municipal Retirement Fund (I.M.R.F.) can qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave, at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof up to twelve (12) months (240 days).

The Village retains the right to develop, initiate and enforce appropriate operational policies for the management of sick leave use.

Section 10: Assignment to the Backhoe or Lead Worker

Those assigned to the backhoe will receive a premium of (\$2.00) added to their regular rate of pay and Lead Worker will receive a premium of (\$2.50) added to their regular rate.

It is understood that the Lead Worker is determined and assigned by the Supervisor and will be made on an as-needed basis and based on the Employer's determination of the employee's skills and abilities to effectively function in these capacities including but not limited to regular work attendance. It is understood that not every job requires a Lead Worker.

The premium pay above shall be paid to employees for all scheduled work hours if that employee is initially assigned to that premium at the beginning of the shift. If the employee is assigned to premium pay anytime other than at the beginning of the shift, the premium pay will be for only the hours worked in the premium pay assignment. Overtime will be paid at the premium rate only for hours worked in the premium pay assignment. Each employee shall receive only the greater premium pay if performing two premium roles at the same time. For example, a lead worker operating a backhoe will only receive the lead worker premium.

Those assigned to Lead Worker will be responsible for the oversight of the excavation crew that day and may also include the assignment to working the backhoe by a supervisor if necessary. and While serving as the Lead Worker, the employee will perform non-disciplinary, administrative and organizational tasks, including but not limited to ordering of material, direction of the workforce at

the job site, documentation of work in progress as well as bargaining unit work associated with the other classifications such as Water and Sewer Worker I and Water and Sewer Worker II.

It is understood that in the case of the backhoe, because it is a multi-function piece of equipment, this premium shall only be applicable to the actual operation of the backhoe function of the equipment. Operation of the front end loader and backhoe function alone will not qualify for the payment of the premium. No premium will be paid to individuals for time spent training on the operation of the Backhoe. Employees receiving this premium shall be responsible for the actual operation of the equipment cited above.

These assignments are not grievable past Step 2 of the Grievance Procedure or arbitrable under this Agreement and will be made on an as-needed basis and based on the Employer's determination of the employee's skills and abilities to effectively function in these capacities including but not limited to regular work attendance.

Section 11: Pyramiding

No employee shall be paid more than once for multiple call-outs during the same call-out period. For example, if an employee is called out at 8am and only works 1 hour, the call out period is from 8am to 12 noon. In the example above, if the same employee is called out again during the initial call out period at 11am and works 1 hour, no additional overtime is paid. Using the example above, if the same employee is called back out at 1 lam works past 12 noon, the employee will be paid for the initial call out period and for the actual hours worked past 12 noon.

Section 12: Temporary Assignment Pay

In the event the Sr. Pump Station Operator is absent for five (5) consecutive work days or more, the Pump Station Operator may be temporarily assigned as the Sr. Pump Station Operator. The temporary assignment pay will be retroactive to the first day of absence, provided the Pump Station Operator acted in the capacity and was responsible for Pump Station Operator duties.

Section 13: Compensatory Time

Employees may elect to receive up to twelve (12) hours of compensatory time in lieu of cash payment for overtime worked between November 1 and March 31. Compensatory time balances that fall below twelve (12) hours may be replenished by electing to be compensated with compensatory time in lieu of cash, but in no case shall an employee's compensatory time balance exceed the twelve (12) hour limit. If elected, compensatory time shall be earned at the rate 1.5 times the hours worked; for example, an employee who works four (4) hours of overtime shall be entitled to six (6) hours of cash payment or six (6) hours of compensatory time.

- a. Use of Compensatory Time: Compensatory time shall be available for use in increments of four (4) hours in lieu of unpaid straight-time, but only after an employee has worked twelve (12) consecutive hours, but is unable to work the remaining hours up to the maximum sixteen (16) hour limit.
- b. Payout of Compensatory Time: All unused compensatory time shall be paid to each employee at the straight-time rate of pay at or about April 30th.

Section 14: Pump Station Operator Adjustment Pay

A pump station operator employee, who is scheduled to be on standby or in an on-call status for a week at a time, will be paid five (5) hours of pay at the straight time hourly rate, these standby hours will not be counted as actual hours worked for the purpose of calculating overtime compensation. It is the responsibility of such employee to remain within the surrounding area and where he can be reached through the communication system utilized by the Village. It is the responsibility of the Employee to make sure that such system does work prior to going on standby.

ARTICLE V-SEASONAL EMPLOYEES

Employees hired on a temporary basis for less than a ninety (90) day period shall not be required to join the Union. Their wage shall be equal to the standard wage paid to seasonal laborers working for the Village. The Village will not hire a seasonal employee for more than one ninety (90) day period in any calendar year. The Village's intent is not to substitute seasonal employees for regular employees in the bargaining unit.

ARTICLE VI-HOLIDAYS

Section 1: Holiday Schedule

Employees shall be paid for the following legal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, one-half (1/2) day on Christmas Eve, and Christmas Day, plus one half-day (1/2) floater. In addition to the above-named legal holidays, employees shall be paid for their birthday to be scheduled on or after their birth date on date that does not interfere with the efficient operation of the department.

Section 2: Holidays Falling on Saturday or Sunday

Holidays falling on Saturday or Sunday will be celebrated on Friday or Monday as designated by the Village. If employees work on Sunday or any holiday, they are to be paid at a rate of double time. In the event any employee is absent from work the day before or the day after a legal holiday, he/she shall not receive holiday pay without establishing proof of sickness or excusable absence.

Section 3: Personal Day

Employees shall receive one (1) personal day annually and may not be carried over from year to year. A Personal day shall be scheduled so that it does not interfere with the efficient operation of the department. The Personal Day can be used in 4-hour increments.

ARTICLE VII- VACATION

Section 1: Eligibility and Accruals

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

The amount of accrual of vacation hours biweekly shall be based on the employee's length of service, as defined in this Article.

- a. From the starting date through the completion of five (5) years continuous service, the employee earns vacation at the rate of eighty (80) hours annually with pay;
- b. From the start of the sixth (6th) year of continuous service through the completion of twelfth (12th) year of continuous service, the employee earns vacation at the rate of one hundred and twenty (120) hours of vacation annually with pay;
- c. From the start of the thirteenth (13th) year of continuous service through the completion of the twentieth (20) year of continuous service, the employee earns vacation at the rate of one hundred and sixty (160) hours vacation annually with pay;
- d. From the start of the twenty-first (21st) year of continuous service, the employee will accrue vacation at the rate of two hundred (200) hours annually with pay.

Any increases in accrued vacation time due to length of service will occur during the pay period in which the employee's starting date falls. Vacation is to be scheduled in one-half (1/2) day or full day increments.

The Public Works Director or his/her designated representative will determine, based on workload and needs of the Department, whether an employee's vacation request will be approved. Such determination will not be unreasonably withheld.

Section 2: Vacation Scheduling

- a. First Round Selection: On December 1st each year, vacation calendars by classification will be given to all employees wishing to select vacation time for the following year. Employee's vacation requests will be approved on a seniority basis. A completed vacation calendar must be submitted to the Public Works Director or designee no later than December 15th to establish a vacation schedule. The completed approved vacation calendar for all request received during this selection will be posted no later than December 31st of each year at the employee's work location and emailed to each employee. Vacation requests for the first round are not limited to any specific number of vacation days accrued or any carry over vacation days as allowed per the Villages Personnel Manual.
- b. Second Round Selection: When the first round is completed and posted on no later than December 31st, an employee may choose to submit a second round vacation calendar request to the Public Works Director or designee by January 15th. The second round vacation requests can only be for increments of five (5) vacation days or less and will be determined by seniority. The completed granted vacation requests will be posted no later than January 31st of that year for all requests received during this selection.

After January 16, employees may request vacation on a first come first served basis in any increment. All requests for vacations must be submitted by the employee and approved by the Public Works Director or his/her designated representative on the basis described in the preceding paragraphs. If the

request is approved, it cannot be taken away by another more senior employee. Denial of vacation requests will be provided to employees in writing.

It is understood that vacation request that are approved are done so with the assumption that the employee will have accrued the amount of vacation time requested and that vacation time will be available at the time the employee intends to utilize the vacation days. If time has not been accrued at the point of usage then, the approval of vacation time is automatically rescinded.

ARTICLE VIII- HOSPITALIZATION

Section 1: The employee will receive the identical health insurance plan at the identical costs as other Village non-union employees. Employee contributions will not increase by more than 20% of the preceding year's contribution rates or the actual percentage increase whichever is less.

Section 2: The Village reserves the right to change any and all terms of its medical and hospitalization insurance plans,

Including but not limited to plan benefits and coverage, if it reasonably is determined in its discretion that the changes are warranted in order; (1) to comply with the Patient Protection and Affordable Care Act as amended ("PPACA") and any other federal or state health care laws; (2) to avoid having to pay, whether directly or indirectly, an excise tax for high-cost coverage (also called the "Cadillac Tax") pursuant to PPACA or any other federal or state health care laws; (3) to ensure it is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with PPACA or any other federal or state health care laws.

In the event one or more of the Village's medical and hospitalization plans triggers the "Cadillac Tax" or another similar excise tax for high-cost coverage, and a bargaining unit employee chooses to remain on that plan, the employee will be obligated to incur the expenses related to the tax on a dollar-for-dollar basis in the form of either increased premium shares and/or through an itemized payroll deduction, and/or an alternate methodology that is mutually agreed upon by both parties thus eliminating the Village's liability for such expense.

However, the Village will provide a health insurance plan that does not exceed the threshold cost which will trigger the "Cadillac Tax" as an option for bargaining unit employees to select as long as an option is available by the insurance provider.

ARTICLE IX - LIFE INSURANCE

In addition to the hospitalization and medical program, the Village will pay one hundred percent (100%) of the cost of twenty-five thousand dollars (\$25,000.00) of term life insurance. The Employer will offer the employee an opportunity to purchase, at his/her own expense, additional life insurance.

ARTICLE X - SAFETY REGULATIONS

Section 1: Safety Shoes and Gloves

All employees covered by this Agreement shall wear safety shoes at all times while on duty. The Village shall choose the type of shoe. The Village will provide up to two (2) pairs of shoes per year with the second pair being given only with the Supervisor's prior approval. The old pair must be turned in before a new pair will be issued. An allowance not to exceed three hundred dollars (\$300.00) for replacement of safety shoes will be provided. Employees will not wear the shoes while performing work for another employer or for themselves. Employees may wear the shoes while in route to and from the Village work site. The employee will be responsible for reasonable care and maintenance of the shoes and will replace shoes damaged through abuse or misuse at their own cost.

The Village will provide work gloves to Employees as needed. Employees must turn in old gloves to receive a new pair.

Section 2: Joint Safety Committee

The Employer and the Union share a concern for the health and personal safety of employees during the hours of employment. Accordingly, a Joint Committee on safety is hereby established commencing with the first meeting scheduled one month following ratification of this Agreement by both parties. The Committee will consist of a member from each party under the direction of the Village Manager or his/her designee. The Committee will cooperate in the resolution of safety problems in the workplace.

Section 3: Required Use of Safety Equipment

Equipment needed to perform duties in a safe manner will be supplied by the Village with the understanding that the wearing of and/or use thereof will be strictly enforced. Violations of same will subject employees to disciplinary action.

ARTICLE XI- MISCELLANEOUS

Section 1: Interests of the Employer

All members of the Union agree to further the interests of the Employer.

Section 2: No Strike or Lockout

Neither the Union, its officers, agents or any employee shall during the life of this Agreement instigate, authorize, encourage, participate in, promote or condone any strike, sympathy strike, slowdown, sit down, concerted work stoppage, concerted refusal to perform overtime or other work, concerted mass absenteeism, picketing, or any other concerted interruption or disruption of the Village's operations, regardless of the reason for doing so. No strike or lockout shall be considered by either party to this contract at the expiration of this Agreement until all questions at issue have been jointly considered by representatives of the Employer and Employee and they have been unable to reach an agreement. The provisions of this Section shall not apply to any wage reopener negotiations as described in Article XIII for the 2021-22 and/or 2022-23 contract years.

Section 3: Care and Use of Uniforms

Employees shall be responsible for the proper care and use of uniforms supplied by the Village. Uniforms shall be worn only during working hours, or for conducting official Village business outside working hours. Uniforms may be worn to work, but are not to be worn during any personal activity. In the event uniforms are lost or stolen as a result of wearing them outside of working hours, employees will be held liable to the Village for the costs or damages arising out of or resulting from such use.

All employees covered by the agreement will receive winter gear that consists of two (2) hooded coats, two (2) bibs and two (2) hooded sweatshirts. Employees turning in worn out winter wear, can request replacement or repair of one (1) winter item per year. The Village reserves the right to repair and not replace items. The employee will also receive two (2) t-shirts annually. Employees do not need to turn in old t-shirts to receive the new ones.

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Section 4: Village of Oak Park Personnel Manual

The Village will provide each employee in the bargaining unit with the most recent of the Village of Oak Park Personnel Manual upon hiring and subsequent amended copies will be posted on the employee intranet. The Village will notify the Union by email of any amendments. Any condition of employment and work not expressly covered by this agreement shall be governed by the provisions of the Oak Park Personnel Manual.

ARTICLE XII - NO DISCRIMINATION

The Village and the Union agree that there shall be no discrimination by the Village or the Union in the terms or conditions of employment of any employee because of the employee's Union membership, Union activity, race, color, creed, religion, sex, sexual orientation, national origin, age, ancestry, physical or mental disability unrelated to ability, marital status or unfavorable discharge from military service in accordance with applicable relevant Federal and Illinois law.

It is the Village's policy to encourage the employment of disabled persons who, with reasonable accommodation, can perform the essential functions of a job. This contract shall not be interpreted in a manner, which will cause discrimination against disabled person. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the requirements of the Americans with Disabilities Act.

ARTICLE XIII - WAGES AND CLASSIFICATIONS

Wage rates for the duration of this Agreement and for the classifications covered by the terms of this Agreement shall be set forth in appendices "A" and "C" attached hereto, which reflect a 0% wage increase for all employee wages from 7/1/20 through 6/30/21. Either party may request to bargain over wage rates for the 2021-22 and 2022-23 contract years by submitting to the other party a written demand to bargain between one-hundred and twenty days (120) and sixty (60) days prior to July 1, 2021 and July 1, 2022, respectively. A failure to timely submit such a written bargaining demand will result in the continuation of the wage rates in Appendix A for the 2021-

22 and/or 2022-23 contract year (whichever is applicable). A timely bargaining demand pursuant to the reopener provisions of this Article will be limited to wages described in appendices A and C, and one other article of the Village's choosing.

All employees, when assigned to higher-related positions, will receive the higher rate for the time worked in the higher-rated category. All employees, when assigned to higher-related positions, will receive the higher rate for the time worked in the higher-rated category.

Employees who obtain an Illinois Environmental Protection Agency (IEPA) certification shall receive \$1,000 per certification annually. Currently, four (4) certification levels are available and employees may receive said compensation for the C and D License only. Therefore, the maximum compensation annually is \$2,000.00. Employees shall be compensated with a lump sum for each certification they possess on the anniversary of the employee's date of hire.

ARTICLE XIV - GRIEVANCE PROCEDURE

If a dispute or difference of opinion arises between employees covered by this Agreement and the Village, involving the meaning, interpretation or application of the express provision of this Agreement, then the following grievance procedure will be used.

Recognizing that grievances should be raised promptly, a grievance must be presented within ten (10) working days of the occurrence of the first event giving rise to the grievance. A grievance shall be processed as follows:

Section 1: Grievance Steps

Step 1: The employee(s), with or without their Union Representative (or the Union Representative alone in the case of a Union grievance), having a grievance shall submit it in writing to their immediate supervisor, who is designated for this purpose by the Village. The Supervisor shall give the Village's written answer within ten (10) working days, after such representation.

Step 2: If the grievance is not settled in Step 1 and the Union and/or employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be delivered in writing to the Department Head or his/her designee within ten (10) working days after receipt of the Village's answer in Step I and shall be signed by both the employee and/or the authorized representative of the Union. The written grievance shall provide a statement of the issue(s) in dispute, with the known facts on which the employee and/or Union Representative based the grievance/dispute and references to the section of the Agreement that may be applicable and/or are allegedly violated or misinterpreted and the remedy and/or relief requested. The Department head or his/her designated representative, shall discuss the grievance within ten (10) working days of receipt thereof with the Union Representative, and the employee(s) (if the employee(s) desire to be present), at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, or his/her designated representative, and the Union. If no settlement is reached, the Department Head or his/her designated representative shall give the Village's written answer to the Union within ten (10) working days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Union and/or the employee(s) desires to appeal, it shall be delivered by the Union in writing to the Village Manager or his/her designated representative, within ten (10) working days after receipt of the Village's answer to Step 2. A meeting between the Village Manager or his/her representative, and the employee(s) (if the employee(s) desires to be present), and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Manager or his/her representative and the Union and/or the employee(s). If no settlement is reached, the Village Manager, or his/her representative, shall give the Village's written answer to the Union within ten (10) working days following the meeting.

Step 4: If the grievance is not settled at Step 3 the Union may refer the grievance to arbitration within ten (10) working days after receipt of Village's written Step 3 response.

Section 2: Arbitration — Selection of an Arbitrator

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union. The selection process shall begin within ten (10) working days after receipt of the notice of referral. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties, by a toss of a coin, shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The striking process will be repeated three (3) times and the remaining named person shall be the arbitrator. Either party however, prior to the striking any names from the list, may reject one (1) entire panel. FMCS shall be notified by the parties of the selected arbitrator, who shall be notified by FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 3: Authority of the Arbitrator

The parties may agree that grievance arbitration hearings held pursuant to this procedure may be "streamlined" (i.e., no transcriptions, no post hearing written arguments or briefs and if the arbitrator agrees, a "bench decision") on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The arbitrator shall only consider and make a decision with respect to the specific dispute or issue(s) of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. In the event the parties cannot agree as to the statement of the issue or dispute for submission to the arbitrator, the arbitrator shall have the authority to frame the issue as a part of his/her award/decision. The arbitrator shall submit in writing his/her decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

Section 4: Expenses of Arbitration

The fee and expenses of the arbitrator will be divided equally between the Village and the Union, provided, however; that each party will be responsible for compensating its own non-employee representatives and witnesses.

The grievant may attend without the loss of pay. If it is determined that other employees presence is required, they may also attend without loss of pay.

Section 5: Time Limit for Filing Grievances

No grievance shall be entertained or processed unless it is submitted in writing within ten (10) working days after the occurrence of the first event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above or any agreed extension thereof, it shall be considered "waived". If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Village and Union and Union representative involved in each Step.

The term "working days" as used in this Article shall mean the days Monday through Friday inclusive when employees covered by this Agreement are normally scheduled to work.

ARTICLE XV - DRUG AND ALCOHOL TESTING

All employees required to have a commercial driver's license (collectively referred to as "drivers") are subject to mandatory regulations promulgated by the United States Department of Transportation ("DOT"). The requirements of the DOT regulations are incorporated into this Article.

A. Period of Workday When Rules Apply

These drug and alcohol regulations apply during on-duty time. On duty time includes all time from the time employees begin to work or are required to be ready for work, until the time employees are relieved from work and all responsibility for performing work. Specifically, on duty time includes, but is not limited to, the performance of the following safety-sensitive functions:

1. All time spent on Village property, or on any public or private property, waiting to be dispatched, unless employees have been relieved from duty.
2. All time spent inspecting equipment or otherwise inspecting, servicing, or conditioning any Commercial Motor Vehicle ("CMV") at any time;
3. All driving time, Driving time defined as time spent at the driving controls of a CMV in operation;
4. All time spent, other than driving time, in, on, or with any CMV;

5. All time spent attending a vehicle being loaded or unloaded;
6. All time repairing, obtaining assistance, or remaining with a disabled vehicle and,
7. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by DOT regulations.

In addition, DOT regulations prohibit drivers and other CDL holders from consuming alcohol within four (4) hours before going on duty. Therefore, the period of the day employees are required to comply with DOT regulations includes four (4) hours before reporting for duty as well as any time thereafter that employees are on duty or available for duty.

B. Prohibited Conduct

Under the DOT regulations, employees are not allowed to use alcohol or controlled substances in the following circumstances:

1. Alcohol

- a. Alcohol Concentration: Employees may not report for duty or remain on duty in a safety-sensitive function with an alcohol concentration of 0.020% BrAC or greater. If an employee's alcohol concentration level is 0.02% BrAC or greater, the employee will be subject to discipline;
- b. Alcohol Possession: Employees may not possess alcohol while on duty or operating a CMV. No alcohol should ever be in the vehicle or otherwise in reach of the driver;
- c. On-Duty Use: Employees may not use alcohol while performing a safety-sensitive function;
- d. Pre-Duty Use: Employees may not perform sensitive functions within four (4) hours after using alcohol;
- e. Use After an Accident: Employees may not use alcohol for eight (8) hours following an accident which requires a post-accident alcohol test, or until employees have taken the post-accident test whichever occurs first.

2. Controlled Substances

- a. Employees may not report for duty or remain on duty requiring the performance of safety-sensitive functions when employees use any controlled substance, except when the controlled substance is prescribed by a physician and the physician has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. Employees should always advise their doctor of the type of work they do before he/she prescribes any medication;

- b. The Village may require employees to report the use of any therapeutic drugs;
- c. Employees may not report for duty, remain on duty, or perform a safety-sensitive function if they test positive for controlled substances. If an employee tests positive for a controlled substance, the employee will be subject to discipline.

C. The Circumstances under Which a Driver Will Be Tested for Alcohol and/or Controlled Substance

DOT requires testing for alcohol and controlled substances under the following circumstances:

1. Post Accident Testing

Employees involved in an accident while operating village equipment or driving a CMV will be tested as soon as possible for controlled substances and alcohol.

If employees are subject to post-accident testing, employees will be tested for alcohol within eight (8) hours and for controlled substances within thirty-two (32) hours. Employees may not drink alcohol for 8 hours after an accident, or until they have been tested for alcohol, whichever is first. Employees must remain available for testing after an accident.

If employees do not remain available for testing, the employee's unavailability will be treated as a refusal to be tested. Employees, however, may seek necessary medical treatment after an accident.

If employees are given a urine or breath test by Federal, State or local officials as a result of the accident, employees may not need to take any test under DOT regulations, provided the Village is able to obtain the results of the tests and the tests meet the Federal, State or local requirements.

2. Random Testing

Employees will be subject to random testing for controlled substances and alcohol use in compliance with the Federally-mandated CDL drug/alcohol testing requirements. Tests for alcohol will be conducted just before, during or just after employees perform safety-sensitive functions. The Village is required to test at least 50% of the average number of CDL positions for controlled substances and 25% of the average number of driver or CDL positions for alcohol use during the calendar year. Employees will have an equal chance of being selected each time random testing is conducted.

Drivers and other CDL holders will be selected for testing by a computer generated process which randomly chooses a certain number of drivers and CDL holders each period. Employees may be selected for random testing more than once each year. If selected, employees may be tested for controlled substances, alcohol, or both. The testing periods will be unannounced and will occur at any time throughout the year. Once employees have been selected for random testing, their name goes back on the list and employees may be selected again.

If employees are selected for random testing, employees must proceed immediately to the test site. If employees are performing a safety-sensitive function at the time of notification, the supervisor will make arrangements for them to stop performance of the safety-sensitive function and proceed to the test site as soon as possible.

3. Reasonable Suspicion Testing

The Village must require employees to submit to tests for alcohol and controlled substances if there is reasonable suspicion that employees have engaged in any conduct prohibited by DOT regulations. Reasonable suspicion is based on indicators such as suspicious behavior, appearance, conduct, demeanor, body or breath odor and speech. In the interest of public safety and the safety of fellow employees, any employee who has reason to believe that another employee is impaired due to the use of alcohol or controlled substance is required to report such suspicion to his/her supervisor.

A supervisor trained to determine reasonable suspicion will decide whether employees should be tested. A second supervisor also trained to determine reasonable suspicion, must confirm the first supervisor's determination that there is reasonable suspicion to require testing.

Only supervisors who have completed a training course will be allowed to make reasonable suspicion determination.

Alcohol tests will be conducted within eight (8) hours after a supervisor has determined that there is reasonable suspicion to test an employee. Such tests will be given only if the suspicious behavior or observations are made during, just before or just after the period of work day when employees must comply with the alcohol prohibition. If the suspicious behavior or observations are made just after the employee's work day has ended, the supervisor must reasonably believe that the employee's suspicious behavior or observations are such that the employee must have used alcohol while performing safety-sensitive functions. The union shall be contacted immediately by telephone or facsimile when an employee is to be tested for drugs or alcohol and allowed a reasonable length of time for the Union to send a representative if the employee requests. If the alcohol test is not completed within eight (8) hours, employees will not be allowed to perform safety-sensitive functions until:

- a. Employee takes an alcohol test and the alcohol test and the alcohol concentration is less than 0.02% BrAC*, or
- b. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion, whichever occurs first.

4. Return-to-Duty Testing

If employees engage in any conduct prohibited by the DOT regulations, employees must be removed from all safety-sensitive functions and may be subject to discipline, up to and including termination. If the Village decides to return an employee to duty, the employee must undergo additional testing.

Employees must first be referred to a substance abuse professional for evaluation at the employee's expense. The substance abuse professional shall determine what treatment, if any, the employee needs to resolve the employee's problems with alcohol misuse or use of controlled substances. If employees need treatment, they will not be returned to duty until they completed the treatment. If employees do not need treatment, employees must be tested for controlled substances and alcohol before they can return to duty. An employee cannot be returned to duty unless the employee's alcohol concentration is less than .02% BrAC and the employee's test for controlled substance is negative.

5. Follow-Up Testing

If an employee is returned to duty after engaging in any conduct prohibited by the DOT rules, and the employee was required to undergo treatment, the employee will be subject to followup testing. Employees will be subjected to unannounced testing at least six (6) times during the first twelve (12) months after they return to duty.

The substance abuse professional shall determine whether the employee requires testing for controlled substances, alcohol, or both. The substance abuse professional may determine that no additional tests are needed after the initial six follow-up tests, or may require testing for up to 5 years after returning to duty.

D. Alcohol and Testing Procedures

The Village will comply with the testing procedures prescribed by the DOT regulations.

E. Mandatory Compliance

As a condition of employment with the Village, when ordered a driver or CDL holder must submit to alcohol and controlled substances tests administered in accordance with the DOT regulations.

F. Refusal to Submit to an Alcohol or Controlled Substance Test

1. Refusal to submit to an alcohol or controlled substance test includes;
 - a. Failure to provide adequate breath for testing without a valid medical explanation;
 - b. Failure to provide adequate urine for controlled substances testing without a valid medical explanation; or
 - c. Engaging in any conduct that clearly obstructs the testing process.
2. Consequences of refusing to be tested:

An employee's refusal to submit to any alcohol or controlled substance test will subject the employee to discharge.

G. Consequences for Violating the DOT Regulations

If an employee violated DOT regulations, the employee may be disciplined up to and including discharge. If an employee engages in conduct in violation of DOT regulations that warrants discharge, the employee will not be returned to duty under any circumstances.

H. Effects of Alcohol and Controlled Substances

The Village shall provide information to employees regarding the effects of the misuse of alcohol and the use of controlled substances, including the signs and symptoms of an alcohol or drug problem and methods of intervention.

ARTICLE XVI - TERMS

Section 1: Term-Notice of Termination

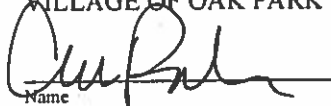
This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2023 and shall continue from year to year thereafter unless written notice of desire to terminate this Agreement is served by either party upon the other no more than one hundred and twenty (120) days but not less than ninety (90) days prior to date of expiration.

Section 2: Notice To Renegotiate

Where no such termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve the other a written notice no more than one hundred and twenty (120) days but not less than ninety (90) days prior to June 30, 2023 or June 30th of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Agreement.

Dated this 8 Day of September, 2020

VILLAGE OF OAK PARK



Name
Title

Name
Title

Name
Title

Name
Title

Name
Title

SEIU Local 73


Name: JOSEPH RICHERT
Office: SECRETARY - TREASURER


Christopher White
Field Organizer


Jamarro Brown
Committee


Orlando Velasquez
Committee

Bennett Blankenship
Committee

APPENDIX A - HOURLY WAGES

7/1/20 – 6/30/21

Probationary Water & Sewer Worker	90% of regular rate W/S Worker I
Probationary Pump Station Operator	90% of regular rate Pump Station Operator
Water & Sewer Worker I	\$31.18
Water & Sewer Worker II	\$32.87
Pump Station Operator	\$34.00
Sr. Pump Station Operator	\$39.22

CLASSIFICATION

New "Water and Sewer Worker II" classification and criteria as developed by the Employer, such as, but not limited to; the employee will have completed four (4) years of employment within the bargaining unit and can proficiently do JULIE locates, operate the letter, Jetter/Vactor, backhoe, Service Van, backhoe and act as Lead Worker when assigned. After the job description is completed by the Village, but no later than October 31, 2015 the Village will post and fill four (4) WSW II positions. The Village shall fill the Water and Sewer II position with existing Water and Sewer Workers thus the creation of the Water and Sewer Worker II positions will effectively reduce the number of Water and Sewer Worker I's. Additional Water and Sewer Worker II positions will be subject to annual appropriations.

APPENDIX B - GUIDELINES OUTLING ANNUAL MERIT AWARD SYSTEM

Section 1: Annual Merit Awards

For each contract year starting July 1st and ending June 30th the evaluation period will be July 1st of each year of the contract and continue through June 30th and will be payable in a lump sum payment no later than September 15th . The Appraisal will give feedback to members as to how their job performance is being viewed by management.

Section 2: Performance Evaluations

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

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

During the probationary period, the performance evaluation is used as the least phase of an individual's examination process. An overall rating of "Meets Expectations" must be received on the formal probationary evaluation in order for the employee to achieve permanent status.

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

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

If there are any changes or recommendations to be made in the evaluation as a result of the employee/supervisor discussion, a revised evaluation will be prepared and so noted. The employee shall sign the revised evaluation, which again only indicates that the employee has read the evaluation. A copy of the revised evaluation shall be provided to the employee at this time.

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

Performance evaluations are neither grievable nor arbitrable under this Agreement.

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

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

a. Definition of Ratings

An overall rating of "Exceeds Expectations" is required to qualify for merit pay. An overall rating of at least "Meets Expectations" is required for a status change from a probationary to regular employee.

For non-probationary employees, a factor rating of "Below Standards" means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that improvement is required for continued employment. An overall rating of "Below Standards" for a probationary employee means the employee's

work performance is inadequate, resulting in the termination of probationary employment.

Section 3: Annual Merit Awards

Employees shall be granted annual merit awards if the employee's overall performance rating indicates that he/she has "Exceeded Expectations". Employees who do not receive a merit award shall receive timely notice of unsatisfactory performance or conduct during the evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged unsatisfactory performance. Such notice shall provide the employee with adequate opportunity to correct noted deficiencies prior to the end of the evaluation period.

Section 4: Payment of Annual Merit Award

Employees who receive an overall rating of "Exceeds Expectations" shall receive an annual merit award. Payment of this annual merit award shall be made by separate check not later than the payroll period following September 15th.

Section 5: Denial of Merit Award

The employer may withhold the merit award if it is not merited. The employer shall keep employees informed about their job performance, giving good work its proper recognition and any unsatisfactory work all possible guidance and assistance toward improvement as noted in Section 3.

The employer shall give notification, in writing, of withholding of merit awards. When the merit award is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards.

Any complaint for denial of annual merit award will be processed under the EMPLOYEE COMMUNICATION PROCEDURE of the Personal Manual.

Section 6: Performance-based Merit Award

Performance-based pay shall use the following criteria:

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

Appendix C – Merit Pay

There shall be no merit pay increase for contract year 2020-21. Merit pay increases for the 2021-22 and 2022-23 contract years shall be subject to the reopener language found in Article XIII of this Agreement.

END OF CONTRACT