

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150, PUBLIC EMPLOYEES DIVISION**

**AND**

**VILLAGE OF GLENVIEW**

**January 1, 2008 THROUGH December 31, 2010**

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## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the Village of Glenview, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article 1.

**ARTICLE 1**  
**RECOGNITION**

**SECTION 1.1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

**\*\*INCLUDED:**

All full-time and regular part-time employees in the following classifications:  
Maintenance Equipment Operator

**\*\*EXCLUDED:**

All other employees; all other confidential, managerial and supervisory employees as defined in the Act

**SECTION 1.2: NEW CLASSIFICATIONS**

If the Village decides to implement any new job classifications pertaining to work of a nature performed by employees within the bargaining unit, it shall notify the Union within fifteen (15) working days of its decision. The Union may notify the Village within seven (7) working days of its desire to meet for the purpose of negotiating the proposed salary rate for any new classification. If agreement on a rate is not reached by the time work is started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may file a grievance under the established grievance procedure, commencing at Step 3 of that procedure.

**ARTICLE 2**  
**UNION RIGHTS**

**SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

The parties acknowledge the general principle that working time is for working. Union Stewards shall ask for and obtain permission from his/her Supervisor(s) before leaving their jobs in order to attend meetings on working time for the purpose of this Agreement. Generally, Stewards shall not use work time to meet with employees about such matters, but in exceptional circumstances permission may be granted by the Department Head.

With the approval of the Director of Public Works, authorized agents of the Union shall have reasonable access to the Village's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided there is no interruption of the Village's working schedule. Such approval will not be unreasonably withheld.

**SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and so long as such time off does not substantially interfere with the Village's operating needs, including maintaining availability for service on the duty roster, snow and ice removal, and salt operations. No more than four (4) Stewards may be off at the same time. If the requested time off will occur while an employee is on the duty roster, the employee is responsible for finding another employee to take his or her slot on the roster as a condition for taking the time off. Subject to the foregoing, the employee may utilize any accumulated time off (Holiday, Personal, Vacation, Compensatory) in lieu of the time off being without pay.

**SECTION 2.3: UNION BULLETIN BOARD**

The Employer shall provide a Union bulletin board in the Main Garage. The board(s) shall be for the sole and exclusive use of the Union. Items or information shall not be posted which are political, partisan, defamatory or inflammatory in nature. A copy of each posting shall be provided to the Director of Public Works prior to posting.



**ARTICLE 3**  
**UNION DUES/FAIR SHARE CHECKOFF**

**SECTION 3.1: DEDUCTIONS**

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

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

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

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

**SECTION 3.2: FAIR SHARE**

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

**SECTION 3.3: APPEAL PROCEDURE**

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

**SECTION 3.4: HOLD HARMLESS**

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

**ARTICLE 4**  
**HOURS OF WORK AND OVERTIME**

**SECTION 4.1: WORKDAY AND WORKWEEK**

The provisions of this Article relating to hours of work and overtime are intended to provide a basis for calculating overtime compensation and establishing parameters for the normal workday/week, and are not to be construed as a guarantee of days or hours of work for any period.

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours:
  - (1) Except as set forth herein, the hours for bargaining unit employees are 7:00 a.m. to 3:00 p.m., Monday through Friday.
  - (2) Employees are required to be ready to work at their normal scheduled starting time.
  - (3) During emergencies, the Village shall have the right to institute a flexible twelve (12) hour shift schedule. When the twelve (12) hour shift schedule is implemented, the bargaining unit employees shall be divided into two (2) sections which will be assigned alternating shifts, and the Village will make good faith efforts to assign alternating shifts, from 11:00 a.m. to 11:00 p.m. and 11:00 p.m. to 11:00 a.m. It is expressly agreed to by both parties that any work performed outside of the normal work hours of 7:00 a.m. to 3:00 p.m., Monday through Friday shall be paid at the appropriate overtime rate of pay. Employees shall be permitted to trade shifts and they shall provide adequate notice to the Director of Public Works of any such trades.
  - (4) Employees assigned to Pumphouse Duty shall work on Saturdays, Sundays, and Village observed holidays starting at 7:00 a.m. for a period as assigned by the Village, with a minimum of three (3) hours.

**SECTION 4.2: MEAL/BREAK/CLEAN UP PERIODS**

Employees shall be provided meals, breaks, and clean up periods as follows:

- (A) Employees shall be granted one (1) fifteen (15) minute paid break, inclusive of travel time, to be taken at the employee's discretion. Such breaks shall be taken in such a manner as to minimize disruption of work.
- (B) Employees shall be granted a one-half hour paid lunch, inclusive of travel time, during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to take a one half hour paid lunch break later in the workday.

- (C) Employees shall be granted up to fifteen (15) minutes personal clean up time prior to the end of each work shift.
- (D) An employee who is required to work overtime shall be eligible for a paid meal period, based upon the following:
  - (1) Employees shall be granted one-half hour paid meal period, inclusive of travel time, if they worked during a defined meal time. A meal time is defined as 6:00 a.m., 6:00 p.m., 12 Noon and 12 Midnight.
  - (2) Where the requirements of the job dictate that employees work through their meal period, employees shall be allowed to take a one half hour paid meal break later in the workday.

### **SECTION 4.3: MANDATORY REST PERIOD**

Employees shall not work more than sixteen (16) consecutive hours (actual paid hours worked) in a twenty-four (24) hour period without being allowed an eight (8) hour unpaid rest period, unless an emergency is declared by the Village. However, if requested by the Village and agreed to by the employee, any additional work hours may be approved by the Director of Public Works. The Village will use its best efforts to avoid scheduling back-to-back sixteen hour shifts for an extended period of time. If an employee is directed to leave work to prepare for an emergency operation or called in and released from work during his normal work day as defined in Section 4.1 above, the employee shall be compensated at his/her regular hourly rate for the hours of 7:00 a.m. to 3:00 p.m. if the employee substitutes his/her paid leave time for those hours. If an employee is directed to leave work to prepare for an emergency operation, and the snow event does not occur, the employee will be given a choice of: (1) reporting to work at the designated time for the same number of hours that were missed during the normal work day, which will be paid at the overtime rate or (2) using his/her compensatory time for the missed hours. If option one is chosen, the employee will perform any duties as assigned by the supervisor.

### **SECTION 4.4: NO PYRAMIDING**

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

### **SECTION 4.5: OVERTIME COMPENSATION**

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

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 1 of this Article.

- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on Village observed holidays and actual holidays, and for all hours worked on Sundays. Employees shall be paid twice his/her regular hourly rate of pay for all hours worked if the work is due to a Scada alarm response, Monday through Sunday, with a three (3) hour guaranteed minimum.
- (C) All time paid for but not worked (i.e. vacation day, personal day, compensatory time, etc.) shall be counted as "time worked" during a pay period for purposes of computing overtime compensation.
- (D) Overtime shall be rounded to the nearest one-half (1/2) hour.
- (E) Overtime shall be worked only with the permission of the applicable supervisor or Superintendent.

#### **SECTION 4.6: OVERTIME DISTRIBUTION**

The Employer agrees to distribute overtime as equally as possible among those bargaining unit employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in Village declared emergency situations.

Bargaining unit personnel shall be offered the first opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, temporary or other non-bargaining unit personnel said overtime without violating the Agreement.

#### **SECTION 4.7: CALLBACKS**

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours; a call back does not occur if the regular workday is extended due to an overtime assignment. Callbacks shall be compensated for at the appropriate overtime rate of pay for all hours worked on callback, commencing when the employee is called, with a guaranteed minimum of three (3) hours at such overtime rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment "busy work" in order to fill the remaining hours.

An employee who has been called out and whose call out is cancelled after the employee has reported to work shall be guaranteed two (2) hours pay at the appropriate overtime rate of pay.

## **SECTION 4.8: ON-CALL ASSIGNMENTS**

Employees on the three duty lists identified below, who are required to carry a pager or other communication device shall be compensated at a rate of one (1.0) hour of overtime per week for the first year of the contract; one and one-half (1.50) hours of overtime in the second year of the contract and one and one half (1.50) hours of overtime in the third year of the contract. Employees who carry Employer-issued telephones shall not be required to pay for reasonable personal phone calls. Employees who are placed on-call subject to the Summer or Winter duty roster list shall not refuse overtime assignments when called unless a bona fide reason exists. Employees on-call subject to the duty roster list who cannot be reached by telephone or pager, shall be appropriately disciplined if such is reasonable and appropriate under the circumstances.

There shall be two duty rosters, Summer and Winter (the Winter roster shall go into effect the first Friday in November and the Summer roster shall go into effect the last Friday in March), established on an annual basis by the Department. The duty roster shall be comprised of three (3) sections designated as follows:

1. Streets and Forestry Division Duty List
2. Water and Sewer Division Duty List
3. Pump House Duty List

Employees shall be assigned to the duty lists by the Director of Public Works. Employees may trade duty roster shifts. All trades must be posted on the duty roster by 2:00 p.m. on the Thursday before the Friday duty schedule starts. The Village will use its best efforts to post a completed duty roster no later than 7:30 a.m. each Friday. Employees may trade with supervisors whenever available. When an employee is selected to fill an unscheduled duty vacancy, the duty slot will be moved to the last duty slot for the duty week. The Duty 1 and Duty 2 shall be the first responders to all calls.

When additional personnel are needed beyond the duty roster employees placed on-call, the Employer shall first go to the Volunteer Overtime List. The Volunteer Overtime List shall be a daily list that operates on a first-come, first-serve basis upon which employees can sign up as additional help to the duty roster list. Should an employee sign up on the Volunteer Overtime List and not be available when called, he/she shall not be subject to any discipline. When additional personnel are needed beyond the duty roster employees and the employees on the Volunteer Overtime List, the Employer shall then call in employees from the Seniority Overtime List. The Village shall also post and maintain a single seniority list that includes all the employees in the bargaining unit arranged from greatest seniority to least. When the list is needed, employees will be called in the order they appear on the list. The list will operate by rotation. Once an employee is called, the employee will be moved to the bottom of the list. The employee will not be called again until all other names on the list have been called. The name of the employee called will be moved to the bottom of the list whether the employee works, declines to work or fails to answer the phone. In instances where after-hour assignments cannot be filled through the foregoing, force-back procedures shall be implemented, using reverse seniority. The force-back list shall also operate by rotation. An

employee shall not be subject to discipline should he/she not be available to report to work through the forceback procedure. It is expressly agreed to by both parties that all employees must report to work for snow plow (not salting) and any other Village declared emergencies or he/she shall be subject to appropriate discipline should no bona fide reason exist for their failure to work or report to work when called. The Employer shall provide a copy of all lists to the stewards weekly.

#### **SECTION 4.9: COMPENSATORY TIME OFF**

In lieu of paid overtime, employees may opt to accrue compensatory time in any situation where overtime would otherwise be paid. Compensatory time shall accrue at the same rate (e.g. time and one-half or double time) as would overtime compensation. Due to the fact that Winter operations typically require higher than normal amounts of overtime, employees may accumulate up to a maximum of one-hundred and twenty (120) hours of compensatory time during each year as long as each employee's compensatory time bank is reduced to eighty (80) hours by July 31<sup>st</sup> of each year. Any hours in excess of these limits shall be paid. Compensatory time shall be granted whenever the demands of the Department permit. Where practicable, the employee shall provide twenty-four (24) hours notice of their intent to use compensatory time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time each pay period and all other accrued compensatory time shall be carried over from year to year.

#### **SECTION 4.10: AUTHORIZED SUPERVISOR WORK**

Supervisors shall be permitted to participate in all snow operations or training of MEOs, during the hours of 7:00 a.m. to 3:00 p.m. and during overtime operations, subject to Section 4.6 of this Agreement, whenever necessary without violating the terms of this Agreement.

## **ARTICLE 5** **SENIORITY**

### **SECTION 5.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent, continuous, regular full-time employment with the Employer in the Public Works Department.

### **SECTION 5.2: LOSS OF SENIORITY**

An Employee's continuous seniority shall be lost by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee within the bargaining unit returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

### **SECTION 5.3: SENIORITY LIST**

Once each year the Employer shall post a seniority list for the Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested in writing prior thereto by the Union.

### **SECTION 5.4: PROBATIONARY EMPLOYEES**

All new employees (including rehired employees after loss of seniority) shall be probationary employees until they complete a probationary period of twelve (12) calendar months of employment. A probationary employee shall have no seniority until he/she has completed their required probationary period. Upon completion, he/she shall acquire seniority retroactively from the date of hire into the Department. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge, discipline, suspension, or layoff.



**ARTICLE 6**  
**LAYOFF AND RECALL**

**SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least sixty (60) days notice of any layoffs except in emergency situations when such period of notice may be reduced.

**SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in reverse order of seniority as defined in Article 5. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the Department shall be laid off or terminated, as the case may be. An employee who is separated from his employment due to layoff may be entitled up to one (1) month's wages as severance pay.

**SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a lay-off list for twelve (12) months. Employees shall be recalled in seniority order. Recall notice shall be sent via certified mail to the last known mailing address of the employee. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall commencing upon the date of delivery of the written recall notice or whenever the employee receives actual notice, but not more than twenty-one (21) days. The recalled employee shall report for work at the end of the notice period, unless alternative arrangements acceptable to the Director of Public Works are made.

**ARTICLE 7**  
**DISCIPLINARY PROCEDURES**

**SECTION 7.1: EMPLOYEE DISCIPLINE**

The Village agrees that discipline that shall be imposed only for just cause. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance one or more steps in the process may be skipped or repeated. Interruption of the progression of steps within one or more instances of lesser discipline shall not diminish just cause for progression from the previous highest level of discipline. Discipline commensurate with the offense, up to and including immediate termination, shall be imposed for more serious offense(s). The following are recognized as appropriate steps in the discipline process, subject to the exceptions noted above:

- (A) Oral warning with written documentation.
- (B) Written reprimand.
- (C) Suspension without pay.
- (D) Discharge.

At each level, documentation of discipline shall be filed and maintained in the employee's personnel file and a copy sent to the Union office. An occasional negligent failure to provide a copy to the Union office shall not invalidate the affected discipline or constitute a grievable violation of the contract.

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

**SECTION 7.2: RIGHT TO REPRESENTATION**

The Village agrees to comply with current legal requirements regarding Union representation during investigatory interview(s). Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of a specific provision of this Agreement.

**SECTION 8.2: PROCESSING OF GRIEVANCE**

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

**SECTION 8.3: GRIEVANCE STEPS**

**STEP ONE: DIRECTOR OF PUBLIC WORKS**

The Union may submit a written grievance to the Director of Public Works within seven (7) business days of the event giving rise to the grievance or within seven (7) business days of when the first aggrieved employee could have through reasonable diligence obtained knowledge of the first occurrence of the event giving rise to the grievance. The Director of Public Works or designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Director of Public Works or designee shall respond to the grievance in writing within seven (7) business days of receipt of the grievance.

**STEP TWO: DIRECTOR OF HUMAN RESOURCES**

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Director of Human Resources within seven (7) business days of the response in step one or when such response was due. The HR Director or designee shall schedule a conference within seven (7) business days of receipt of the appeal to attempt to adjust the matter. The HR Director or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the HR Director or designee shall respond to the grievance in writing within seven (7) business days of receipt of appeal.

**STEP THREE: VILLAGE MANAGER**

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the Village Manager within in seven (7) business days of the response in step two or when such response was due. The Village Manager or designee shall schedule a conference within seven (7) business days of receipt of the appeal to attempt to adjust the matter. The Village Manager or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Manager or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

#### **STEP FOUR: ARBITRATION**

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

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

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

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs,

whichever is later. The parties may agree to waive this requirement.

The arbitrator shall have no right to amend, modify, ignore, add to, take from or modify any of provisions of this Agreement. The arbitrator shall consider and decide questions of fact as to whether there has been a violation, misinterpretation or misapplication of specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted or raised in the grievance. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall support his/her findings with a written opinion. The award shall clearly direct the parties as to what action (s) must be taken in order to comply with the award. The decision and award of the arbitrator shall be final and binding upon the Union, employee(s) and Employer.

#### **SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

#### **SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not filed in writing within the time limits specified in this Article will be considered waived. Any grievance not appealed to the next succeeding step, in writing, and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by mutual written notice.

#### **SECTION 8.6: UNION STEWARDS**

Four (4) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Director of Public Works to identify the Stewards.

#### **SECTION 8.7: VILLAGE COMMITTEES**

Should the Village form any committees that are comprised of one or more bargaining unit employees, the bargaining unit shall nominate and elect the bargaining unit employee(s) to sit on the Village formed committee. Employees shall be compensated for all time spent in Village formed committees.



**ARTICLE 9**  
**HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

The Village shall allow the Public Works Department to observe the following holidays:

New Year's Day	Veteran's Day
Memorial Day	Christmas Day
Independence Day	Thanksgiving Day
Labor Day	
Day after Thanksgiving	

If all Village employees, except safety personnel, are released early from their work day for Christmas Eve and/or New Year's Eve, bargaining unit employees will receive the same time off, whenever the operational needs of the Department permit such time off. Should bargaining unit employees not be permitted the same time off, the employees shall be compensated at an overtime rate of pay for all hours worked when other employees are permitted time off.

**SECTION 9.2: SPECIFIC APPLICATIONS**

Generally, when the Holiday falls on a Sunday, the Holiday will be observed the following Monday: when a Holiday falls on a Saturday, the Holiday will be observed the preceding Friday.

**SECTION 9.3: HOLIDAY PAY**

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall be compensated at two (2) times their regular rate of pay for all time actually worked on the observed and actual holiday, with a guaranteed minimum of three (3) hours should an employee be called out on a holiday.

**SECTION 9.4: PERSONAL DAYS**

All employees shall be entitled to four (4) personal days off with pay to be used in each calendar year at the employee's discretion with Department Head approval, which approval will not be unreasonably denied. Personal days can be used in one-half (1/2) day increments in the case of emergencies. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within twenty-four (24) hours. Personal days may not be carried from one calendar year to the next. Employees shall be required to fill out the proper personal day leave forms.

**SECTION 9.5: SAFETY INCENTIVE DAY**

Should the Village implement a Safety Incentive Day program for other Village employees, the bargaining unit employees shall be entitled to the same benefit.



**ARTICLE 10**  
**VACATIONS**

**SECTION 10.1: VACATION ACCRUAL**

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Days Per Year</u>
1-2	10
3	11
4	12
5	13
6	14
7-12	15
13-21	20
22 or more	25

**SECTION 10.2: VACATION USAGE**

The Village grants paid vacation to full-time employees based on a calendar year schedule (commencing on January 1). The Village also grants paid vacation to part-time employees on that same calendar year schedule on a prorated basis (e.g., a part-time employee whose hours/days worked are equivalent to 50% of the hours/days a full-time employee works will earn 50% of the vacation time a full-time employee with the same number of years of service would earn). Although vacation time accrues gradually over the course of the calendar year (rather than all at once on January 1), the Village may allow employees to take vacation time during the calendar that has not yet accrued but will accrue later in that same calendar year (i.e. If 10 days will accrue over the course of the year, an employee may be allowed to take off the first 10 work days in January using that year's vacation days). Employees will be provided pro-rated vacation time prior to their first January 1 as a Village employee. Vacation for the calendar year during which the employee commences work will be determined by dividing the employee's annual vacation day allotment by the number of full months left in that year rounded to the nearest full day.

Vacation shall be granted on a first come first serve basis. If an employee wishes to take a vacation and has accrued vacation days available, the employee must complete a Leave Request form indicating his/her desired vacation dates as far in advance as possible so that the supervisor can arrange to distribute the work load. While the Village will make every effort to grant an employee's vacation request, it is possible that the request will be denied depending on service demands. Additionally, the Village may cancel previously-approved vacation requests when there is a Village-declared emergency, and the employee is less than 300 miles from Glenview or has an approved vacation request requiring travel of less than 300 miles.

### **SECTION 10.3: ACCUMULATED VACATION**

Employees are required to “use or lose” one-half of the vacation days that they earn each year. This means that if an employee will earn, for example, 10 vacation days over the course of the calendar year, he or she must use 5 of those vacation days during that same calendar year or the day(s) will be lost, and the remaining 5 days can either be used, sold (see “cash out” options below) or carried over into the next year in the employee’s vacation day “bank”. Vacation days shall be used in half or full day increments. These rules apply to both full-time and part-time employees.

Employees may not accumulate more than 30 days worth of unused vacation time in their vacation day bank. Accordingly, in situations where an employee carries days over, and the days he/she carried over will take the bank balance over 30, the employee will be required to “cash out” however many days must be removed to keep the maximum bank balance at 30. Employees have two options with regard to the distribution of time that is cashed out, including: deposit into the employee’s 457 account (retirement account); or cash payment (through a payroll check reflecting any applicable withholdings). While employees must cash out any carried over vacation time that will cause their bank balance to exceed 30 days, they are also free to cash out carried-over vacation days when their bank balance is below 30 days at the beginning of each calendar year. The following examples illustrate the application of the Village’s vacation carryover policy:

**Example 1 (no cash out required):** Employee “A” had 6 days in her vacation bank on December 31 of Year One, which she carried over into Year Two. Over the course of Year Two, she earns another 10 vacation days (5 of which she must use or lose), and finishes Year Two with 6 days in her bank and another 5 days unused. The unused 5 days are added to her bank on January 1 of Year Three, which brings her vacation bank balance to 11. Since this number is below the maximum balance allowed, Employee “A” is not required to cash out any of her accumulated days on January 1 of Year Three.

**Example 2 (mandatory cash out):** Employee “B” has 28 days in his vacation bank on December 31 of Year One. Over the course of Year Two, he earns another 20 vacation days, 10 of which he must use or lose. At the end of Year Two, he has 28 days in his bank and another 10 days unused. The unused days are added to his bank on January 1 of Year Three, bringing his vacation bank balance to 38. Because his balance cannot exceed 30 days, he must cash out 8 days worth of his vacation time on January 1 of Year Three. After doing so, he still has 30 vacation days in his bank that are available for use.

### **SECTION 10.4: SCHEDULED PAID TIME OFF**

Scheduled Paid Time Off, which is defined as vacation and compensatory time for purposes of this section only, shall be granted on a first come, first serve basis. This time off will be classified as “Unavailable,” which is time off that is not subject to recall, or “Available,” which is time off that is subject to call during the workday or after 3:00 pm. Additionally, this time off will be separated

into two periods for purposes of scheduling: Winter months beginning the first Friday in November, and ending the last Thursday in March, and the Summer months beginning the last Friday in March, and ending on the last Thursday in November. Selection of time-off will be subject to the table set forth below.

**TIME OFF SLOTS**

	Summer				Winter			
	Water/ Sewer Division	Streets/ Forestry Division	*Open to Either Division	Total For Dept.	Water/ Sewer Division	Streets/ Forestry Division	*Open to Either Division	Total For Dept.
Available	0	0	2	2	2	2	3	7
Unavailable	5	5	0	10	1	1	1	3
<b>Total</b>	<b>5</b>	<b>5</b>	<b>2</b>	<b>12</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>10</b>

\*The “Open to Either Division” slots shall be granted on a first come, first serve basis.

As a safety incentive, if the number of employees on workers compensation leave or restricted light duty assignments is two (2) or less, one (1) additional “unavailable” time off slot will be opened for the following two (2) weeks time frame; however, if the number of employees on workers compensation leave increases beyond two, then the time off slots would be closed until the number of employees on workers’ compensation leave once again falls below three. The Director shall have the discretion to grant additional slots for available/unavailable time off, when the operational needs of the Department permit more employees to be off duty.

It is expressly agreed by both parties that employees who are utilizing accrued paid time off to fulfill the hours of their normal workday, subject to Section 4.3 of this Agreement, shall not count towards the number of employees off (available or unavailable) for purposes of this Section.

**ARTICLE 11**  
**SICK LEAVE**

Sick leave with pay may be taken in the event of an employee illness, injury off the job, disability, or quarantine due to a contagious disease that is of an incapacitating nature sufficient to justify absence from work.

In addition, sick leave will also be allowed in limited instances, with the approval of the Director of Public Works, to obtain treatment from a medical care provider during hours of work in the Department provided the Employee has been unable to schedule the appointment during non-working hours or also to care for a sick or injured family member (Employee's spouse or dependent children, parent or parent-in-law). Such approval shall not be unreasonably withheld. The Employee shall notify the Director of Public Works if he/she is requesting sick leave. The Village may require an Employee to submit a physician's verification for the Employee's illness or the illness of a family member when sick leave is used under this Section, only when the Employee is absent for more than either three (3) consecutive days or six (6) cumulative days in a calendar year.

The Employee shall earn sick leave at a rate of ninety-six (96) hours per year. Sick time shall be accumulated at a rate of eight (8) hours per month. Employees beginning employment from the 1<sup>st</sup> through the 15<sup>th</sup> day of the month will be credited with eight (8) hours of sick leave for that month of service. Employees beginning the 16<sup>th</sup> through the end of the month will be credited with four (4) hours of sick leave for that month of service but must wait until the following month to be eligible for sick leave pay. Sick leave shall not be earned during any lay off or any extended unpaid leave (more than 30 days of absence), excluding FMLA leave.

Notification of absence due to sickness or non-job related injury shall be provided by the Employee to the Director of Public Works as soon as the Employee is reasonably aware that he/she is or will be unable to report to duty, and in any event no less than thirty (30) minutes prior to the Employee's scheduled starting time for each shift day the Employee is off (unless notification of subsequent successive shift days is waived by the Director of Public Works).

Sick leave hours will be deducted from the employee's sick leave allowance based on the number of hours the Employee is absent from work. Sick leave must be taken in minimum blocks of four (4) hours. An Employee's accumulated sick leave hours shall be made available upon reasonable request by calling, writing or e-mailing the Director of Public Works' office.

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the Employee under the Worker's Compensation Act. If an Employee's illness or injury exceeds the amount of available sick leave, the Employee may elect to use earned but unused paid time off.

Unused sick leave may be accumulated from year to year up to a maximum of 2,000 hours.

An Employee who has accumulated 1,200 hours of sick leave may, at the end of the year in which this total has been reached, be paid at their straight time hourly rate for twenty-five percent (25%) of the unused sick leave earned in that year above 1,200 hours. At the time an Employee retires, the Employee shall be paid in a lump sum at their straight time hourly rate for thirty-five percent (35%) of all unused sick leave hours accrued above 1,200 hours to the maximum of 2,000 hours.

An Employee who has accumulated the maximum hours of sick leave (2,000) and who has not used the current year's sick leave shall at the end of the year be paid at their straight time hourly rate for twenty-five percent (25%) of the unused sick leave for that year.

Employees may donate sick leave to another Employee in case of that Employee's own serious medical condition or the serious medical condition of the Employee's spouse or dependent children. No Employee may receive any donated sick leave until his/her sick leave accrual and other accrued paid leave has been exhausted. No Employee shall receive more than seven hundred twenty (720) hours in any calendar year. Donations of sick leave will be taken from the donor's accrued time and are not chargeable to annual sick leave payout eligibility. No donated sick leave may be used by the donee to accumulate sick leave for payment under this Section; such unused leave will be recredited to the donor.

For purposes of the provisions contained within this Section, "abuse" of sick leave is the utilization of sick leave for reasons other than those stated within this Section. If the Village suspects abuse of sick leave for absences of more than either three (3) consecutive days or six (6) cumulative days in a calendar year the Director of Public Works may request, at the Village's expense, that the Employee obtain a certificate of illness from a doctor of the Village's choice prior to returning to work. All such requests made by the Employer and medical appointments shall be made in a reasonable and timely manner.

Upon sufficient evidence of the abuse of such sick leave, the Employee may not be paid for such leave taken. Continued abuse of sick leave shall subject the Employee to appropriate disciplinary action pursuant to the terms of this Agreement.

In the event an Employee dies while employed by the Village, the Village will make payment to the Employee's designated pension beneficiary for twenty-five percent (25%) of accumulated unused sick leave at the rate of pay for that Employee at the time of death. If the death occurs while the Employee is in the line of duty, the Village will make payment to the employee's designated pension beneficiary for fifty percent (50%) of accumulated sick leave at the rate of pay for the employee at the time of death.

After January 1, 2009, each Employee with ten (10) or more years of service shall be granted on a one-time basis 960 hours of accrued sick leave. Employees with less than ten (10) years of service shall be granted on a one-time basis eight (8) hours of accrued sick leave for each full month of service since their date of hire. Employees with twenty (20) or more years of service shall be granted on a one-time basis 1,125 hours of accrued sick leave. At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the

Illinois Municipal Retirement Fund.

**ARTICLE 12**  
**LEAVES OF ABSENCE**

**SECTION 12.1: DISABILITY LEAVE**

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

**SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition the Director of Public Works for a special leave of absence, which shall be without pay or fringe benefits. The Director of Public Works may, in his/her discretion, grant such requests for good cause. All accrued but unused paid time must be exhausted before such leave is commenced.

**SECTION 12.3: FUNERAL LEAVE**

When death occurs in the immediate family of any bargaining unit Employee, the Employee shall be granted three (3) days off without loss of pay to take care of family matters and attend the funeral. If the employee must travel more than 300 miles to attend the funeral, the Human Resources Director may grant an additional two (2) days off without loss of pay. Such permission shall not be unreasonably denied. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time, personal time or vacation time, at the Employee's discretion.

For purposes of this Article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), husband, wife, domestic partner, father, mother, sister, niece, nephew, brother, grandmother, grandfather, grandson, granddaughter, first cousin, aunt, uncle, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, step grandparent and any of the above listed related to an employee's spouse.

**SECTION 12.4: FAMILY AND MEDICAL LEAVE**

The Village is committed to compliance with the Family and Medical Leave Act of 1993 ("FMLA"). Eligible employees are entitled to take up to 12 unpaid work weeks of leave during a 12 month period for any of the following reasons:

1. The birth and care of a child of the employee;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child (who is under 18 years of age or incapable of self-care due to a disability), or parent (not parent-in-law) with a serious health condition; or

4. An employee's own serious health condition, which renders the employee unable to perform his or her job.
5. Any qualifying exigency arising out an employee's spouse, son, daughter or parent who is on active military duty or been called to active duty

The National Defense Authorization Act allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty up to 26 weeks of leave in a single 12 month period to care for the service member.

For the purposes of this policy, the Village will use a "rolling" 12 month period measured backward from the date an employee uses any FMLA leave. Available leave is determined by subtracting the number of weeks of FMLA leave taken during this 12 month "look back" period from the 12 week total allowed.

#### **A. Eligibility.**

To be eligible for FMLA leave, an employee must have been employed by the Village for a total of at least 12 months; and have worked at least 1,250 hours during the twelve months before commencement of the leave.

#### **B. Requesting a Leave.**

An eligible employee must complete a Leave Request form and submit it to the Human Resources Department. If the need for leave is foreseeable, the employee must provide the Village with at least 30 calendar days advance notice prior to the expected start of the leave. If 30 days advance notice is not possible, the employee must provide the Village with as much advance notice as possible, ordinarily within one or two business days of when the need for leave becomes known to the employee. If required notice is not provided, the Village may delay the start of the leave to the extent of any required notice period. If the employee is physically or mentally unable to notify the Village, a member of employee's family or other representative must do so on the employee's behalf.

#### **C. Health Care Provider Certification.**

Employees who have a potential qualifying serious health condition may request FMLA leave because of a serious health condition, whether their own or a family member's. Also, the employee must submit a completed "Certification of Health Care Provider" to the Human Resources Department before the leave can be approved. The Village of Glenview uses the Department of Labor's *standard form* for certification purposes.

With respect to the medical certification of a serious health condition, the Village has the right to require the employee to obtain a second opinion at the Village's expense. In the event of conflicting opinions, the Village may require the employee to obtain certification from a third health



care provider who is designated or approved jointly by the Village and the employee, again at the Village's expense. The third opinion will be final and binding.

During FMLA leave, the employee is required to maintain contact with Human Resources to verify his/her status and interest to return to work.

#### **D. Where Husband and Wife Are Both Village Employees.**

If both the husband and wife are employed by the Village and eligible for FMLA leave, they are permitted to take only a combined total of 12 weeks of leave during a 12 month period if leave is for the birth and care of a child, the placement of a child for adoption or foster care, or to care for a parent (not a parent-in-law) with a serious health condition.

#### **E. Reduced or Intermittent Leave.**

An eligible employee who requests medical leave based upon the serious health condition of the employee or the employee's family member may request that such leave be taken on an intermittent or a reduced leave schedule. "Intermittent leave" is leave of one hour or more that is taken during any nonconsecutive time period (i.e., one week on, one week off). "Reduced leave" is leave that is taken by reducing the employee's normal working hours (i.e., from eight hours to four hours per day). A request for either intermittent or reduced leave will be granted only where medically necessary, as established by information requested by the Village's FMLA medical certification form.

If such intermittent or reduced leave is foreseeable, the Village may alter the employee's existing job (while maintaining existing pay and benefits), or may temporarily transfer the employee to a different position with equivalent pay and benefits, in order to best serve the Village's operational needs during leave.

The Village may consider requests for intermittent or reduced leave in conjunction with the birth, adoption or foster placement of a child. However, the Village is not obligated to grant such requests under any circumstances and does so only at its sole discretion.

#### **F. Approval of the Leave.**

Ordinarily, the Village will make a provisional designation of FMLA leave and notify the employee who properly has requested the leave whether the request has been granted within two business days of learning the reason for the request. Upon submission of all required information and documents (e.g., medical certifications), the preliminary notice will become final unless revoked in writing by the Village and, if necessary, replaced with another notification within two business days.

The Village may designate an employee's leave as FMLA leave after the employee has returned to work where:

1. The Village knows the reason for the leave but is waiting for the requested medical certification, as long as the Village preliminarily designated the leave as FMLA leave as set forth above; or
2. The employee is absent for a FMLA reason and the Village does not learn the reason for the absence until after the employee's return to work, as long as the leave is so designated within two business days of learning the reason for the absence, with appropriate notice to the employee.

If leave is taken for a FMLA reason and has not been so designated by the Village, but the employee desires that the leave be counted as FMLA leave, the employee must notify the Village within two business days of returning to work. If timely notice is not provided by the employee, the employee may not subsequently assert FMLA protections for the absence.

### **G. Substitution of Paid Leave.**

If the requested leave is due to the serious health condition of the employee, an employee must utilize all paid benefit time. All paid leave will run concurrently with the employee's FMLA leave entitlement. The employee must comply with all requirements of the policy or plan providing for paid leave.

### **H. Status of Employee Benefits during Leave of Absence.**

The Village will maintain and pay for an eligible employee's group health insurance coverage (including dependent coverage) during the period of an FMLA leave, under the same terms and conditions as if the employee had continued to work, unless and until the employee declares an intent not to return to work following the leave. The employee must make arrangements with the Village for payment of the employee's share of the health insurance premium during the leave period (which in any event cannot exceed the amount the employee would have paid for coverage if the employee had continued to work). Employees who do not comply with premium payment obligations during the leave period may be dropped from plan coverage until such time as the leave period terminates and they return to work.

The Village is not obligated to maintain life insurance or other benefits during the leave period. In order to continue such benefits during the leave, the employee may be required, through the same procedure utilized for the continuation of group health insurance, to make arrangements with the Village for timely payment of the entire cost of such benefits.

Consistent with Village policy regarding all types of leave, employees on unpaid FMLA leave will not continue to accrue vacation or other benefits during the period of the leave. In addition, employees will not be paid for holidays that occur during the leave. However, the leave period will be treated as continuous service (i.e., no break-in-service) for purposes of vesting and eligibility to participate in the Village's retirement plan(s). IMRF members will not receive pension

service credit on unpaid FMLA leave. However, they may apply for IMRF Benefit Protection Leave and pay the contributions and any applicable interest for their unpaid FMLA Leave.

In the event an employee informs the Village of an intent not to return to work from the leave, or otherwise fails to return to work upon completion of the leave, the Village may recover from the employee the premiums paid by the Village during the leave to maintain the employee's group health insurance coverage, unless the failure to return to work was due to the recurrence or onset of a serious health condition, or was otherwise beyond the employee's control.

#### **I. Job Restoration.**

Upon return from family and medical leave in accordance with this policy, the employee will be returned to the same or an equivalent position with no loss of benefits that accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave will be considered to have voluntarily resigned.

#### **J. Return to Work Medical Clearance.**

Where the leave is based upon the employee's own serious health condition, the employee must provide a Return to Work Medical Clearance form to Human Resources. This should indicate that the employee is able to return to work before the employee will be permitted to return to work.

### **SECTION 12.5: JURY DUTY LEAVE**

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. In order to qualify for jury duty leave pay under this provision, the employee must provide the Employer with prompt notice of jury leave along with a copy of the summons. Employees who are subpoenaed as witness in a civil, criminal, or employment matter regarding events about which they may have knowledge in their capacity as a Village employee for hours during which they would otherwise have been working for the Village shall receive their regular pay. This provision shall not apply to employees subpoenaed by the Union to testify in labor disputes with the Village.

### **SECTION 12.6: MILITARY LEAVE**

The Employer shall comply with all federal and state laws regarding military leave.

### **SECTION 12.7: CHILDBIRTH/ADOPTION LEAVE**

In addition to the unpaid leave available under the FMLA, an employee shall receive ten (10) days of paid leave for the birth or adoption of a child. This paid leave benefits shall be available to any individual (regardless of gender) in connection with the birth of their own child or the adoption of a child. The employee shall be required to submit a completed leave form to his/her supervisor providing due notice.

**ARTICLE 13**  
**INSURANCE**

**SECTION 13.1: HEALTH INSURANCE**

A comprehensive medical program selected by the Village will be provided during the term of this Agreement provided, however, the Village reserves the right to amend, revise, add or delete, or change in any manner the substances or practices of insurance benefits (e.g. to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate) as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed. Such changes shall include those recommended by the Plan Administrator or the Village's Insurance Consultant in order to maintain sound fiscal funding or to adopt generally recognized cost containment measures. Any changes shall be presented to the Union for review and discussion prior to implementation.

The Village will provide two (2) health care plans for employees to choose from. Employee contributions for the plans are shown in the table below. The choice of plans must be exercised during the Village's open enrollment period which is noticed and held annually.

<b>PLAN</b>	2008	2009	2010
HMO	0%	0%	5%
PPO	PPO I – 15% PPO II – 8%	12% (New PPO)	15% (New PPO)

Employees in the current PPO's (I or II) must move to the new PPO for 2009. Further, new enrollment into the PPO plan shall not be permitted on or after 11/1/08. Similarly, new employees will not be permitted to participate in the PPO plan. In 2010, if non-union employees receive lower health insurance contributions than what the Public Works bargaining unit employees are required to contribute as set forth above, the Village agrees that the same benefit would be extended to the Public Works bargaining unit employees.

An employee who opts not to be covered by the Village health insurance plan may decline coverage and shall receive an annual lump sum payment of \$3,600.00. An employee with family coverage who finds alternative coverage for the spouse and/or child dependent coverage but wishes to stay on the plan with single coverage only shall be reimbursed \$1,800.00. Families with two or more employees who work for the Village shall not be eligible for the buy-back insurance opt-out payment unless both employees have single coverage, and do not change to family coverage except during open enrollment. Married couples who both work full time for the Village shall not be eligible for health insurance buyback unless both have single coverage or both waive coverage completely.

The dental reimbursement plan is provided for full-time employees and eligible dependents. It covers fifty percent (50%) of dental expenses not covered by another plan, up to a maximum of \$1,500.00 per employee per calendar year or up to a maximum of \$3,000.00 per family per calendar year (total reimbursement to employee is \$1,500). The plan year runs from January 1 through December 31, and all dental services must be rendered within the plan year; however, claims can be submitted until March 31<sup>st</sup> of the following year.

The Bargaining Unit shall be permitted to appoint two (2) representatives to any Village Health Insurance Committee, which shall review the Village's insurance plan(s) in terms of existing coverage and benefits, and to consider possible alternatives and cost containment measures. Employees appointed to this Committee shall remain in pay status during any meetings of the Committee. The Village shall provide the Union with advance notice of all Health Insurance Committee meetings. The Committee is charged with making recommendations regarding plan coverage and cost containment measures to the Village for its consideration and review.

### **SECTION 13.2: LIFE INSURANCE**

The Village shall provide all employees with life insurance in the amount of \$50,000.00 prior to age 70 and \$7,500.00 after age 70, however coverage shall terminate upon separation from employment with the Village. In the event of the death of a full-time employee, the Village shall extend one month's salary to the estate of the deceased employee.

### **SECTION 13.3: RETIREMENT/SERVICE RECOGNITION PAYMENT**

Any full-time employee who was hired prior to January 1, 2009 and retires from a position after completion of 25 or more consecutive years of service with the Village shall receive payment equal to one month's salary at the employee's rate of pay at retirement. Any employees hired after January 1, 2009 shall not receive any retirement/service recognition payment.

### **SECTION 13.4: OPTIONAL BENEFITS**

Employees shall be permitted to continue voluntary participation in the Village's ICMA Retirement Corporation Deferred Compensation Plan (457 Plan), Flexible Spending Accounts (FSA), Credit Union Membership, U.S. Savings Bonds and the Payroll Savings Plan, Group Universal Life Insurance, and IMRF Supplementary Life and IMRF Voluntary Contribution.

**ARTICLE 14**  
**EMPLOYEE TRAINING AND EDUCATION**

**SECTION 14.1: COMPENSATION**

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all hours spent at all training, schools, and courses, including travel time, in excess of an employee's normal commuting distance, which the Employer requires an employee to attend. Reimbursement for travel expenses (e.g. lodging, meals, etc.) will be in accordance with the Village's rules and regulations outlined within the Village's Purchasing Policy and Procedures Manual.

**SECTION 14.2: CDL LICENSE**

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain.

**SECTION 14.3: EDUCATIONAL INCENTIVE**

All full-time Village employees who have completed one year of full time service are eligible for participation in the Educational Assistance Program. Under this program, the Village will participate with the employee in bearing the cost of an academic degree seeking programs that have some apparent, beneficial relationship to the performance of the employee's duties. All academic programs must be accredited by the U.S. Department of Education or the Council for Higher Education. Correspondence courses are not eligible for this program unless specifically permitted by the Human Resources Director. Online courses offered by an accredited university or college may qualify. The Educational Assistance Program will pay for the costs of tuition expenses up to \$4,250 in reimbursement on an annual basis. Books, fees and other educational expenses are not eligible for reimbursement.

The extent of Village participation in the cost of an employee's tuition is determined by the degree to which the academic program is related to the employee's duties. For programs that are directly job-related, the Village will pay 100% of the tuition cost upon receipt of paid tuition. For those courses that are indirectly (but reasonably) job-related, the Village will pay 50% of the tuition cost upon receipt of paid tuition. If a specific course is required under a degree program, but is non-credit worthy, the Village will pay 50% of the tuition cost upon receipt of paid tuition. If a program is unrelated to an employee's job duties, the Village will not pay any of the tuition costs. Ineligible courses and programs include, but are not limited to seminars, workshops or short courses of a few days duration and/or degree programming at professional schools such as law school, medical, dental or veterinary school.

Several criteria are used to determine whether an academic program is directly related,

indirectly related or unrelated to an employee's position and responsibilities. The following points will be examined in relation to each application for educational assistance funds:

1. The immediate benefit which the program would provide to the employee, and the immediate effect which would have on his/her on-the-job performance; application for tuition sharing funds and to the employee's overall educational pursuits;
2. The recommendation of the employee's Department Head in regard to the particular application and the employee's overall educational pursuits;
3. The employee's written explanation of the benefits (both personal and job-related) provided by the program;
4. In the event that the course for which educational assistance funds are requested is not directly related to the employee's present position and responsibilities, the application will be evaluated in terms of the benefits the course would provide by preparing the employee for another position within the organization for which he/she may be eligible (e.g., a management degree program which provides supervisory training for an employee in a non-supervisory position who may possibly be placed in a managerial role);
5. Whether or not the course for which educational assistance funds are requested is to be taken as part of a program leading to a two or four year college degree which is related to the employee's position and responsibilities (i.e., some courses required for a college degree may not appear to be job related when examined in isolation, but may be classified as job related when viewed in the context of the employee's degree program) Employees are encouraged to meet with their department head and the human resources director prior to starting a program leading to a degree, since requested funding for such a program will extend over a period of years;
6. The cost of the tuition for the program;
7. The comparability and availability of academic programs in local public colleges and universities;
8. The amount of educational assistance funds budgeted for the fiscal year; and
9. The individual's satisfactory work record.

The Village will reimburse tuition costs when the employee demonstrates that he/she has successfully completed the course with a passing grade of "C" or better. If an employee fails to complete a course under the Educational Assistance Program without a satisfactory reason or if he/she fails to receive a grade of "C" or better, he/she may be disqualified from further participation in the Educational Assistance Program.

Determination as to whether a program is "directly" or "indirectly" job-related, and whether the Village will bear 50% or 100% of the tuition cost of such a program, is made by the Human Resources Director with the recommendation of the Department Head. Request forms for participation in the Educational Assistance Program are available from Human Resources.

Employees will be responsible for coordinating with their direct supervisor regarding time off requests related to work and class schedules.



If an employee voluntarily terminates employment within one year of receiving education assistance funds, the Village will seek to recoup fifty (50) percent of the previous twelve (12) months' tuition reimbursement payment from the employee. This repayment will be deducted from the employee's final compensation. If the repayment amount is greater than the employee's final compensation, the employee will agree to repay within 30 days of termination.

Annual funding of this program is not guaranteed. The amount of funds available in a particular year to an individual employee will be determined by the Human Resources Director. The program has been designed to ensure that all qualified employees have equal access to reimbursement funds.

#### **SECTION 14.4: CERTIFICATION INCENTIVE**

Effective 1/1/09, the Village will provide one (1) \$750.00 lump sum payment each year to one (1) employee who maintains a Class C water certification or better. The payment will rotate annually by seniority among the employees that hold such certification. Further, the Village will provide one (1) \$750.00 lump sum payment each year to one (1) employee who maintains an arborist certification. The payment will rotate annually by seniority among the employees that hold such certification. The Village will maintain two (2) lists (water and arborist). An employee who earns either certification after 1/1/09 will go to the bottom of the rotating list.

**ARTICLE 15**  
**SAFETY**

**SECTION 15.1: COMPLIANCE WITH LAWS**

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to safe operations in the Department.

**SECTION 15.2: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued or working conditions modified.

**ARTICLE 16**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate, but not more than quarterly. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

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

A Union representative and/or Union Stewards and/or affected bargaining unit employees may attend such meetings. The Union shall provide advance notice to the Village of those employees attending such meetings. The Employer may assign appropriate management personnel to attend.

**SECTION 16.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Meetings shall be chaired by the Village representative. There shall be no loss of wages for attendance by Union Stewards and agreed bargaining unit employees.

**ARTICLE 17**  
**SUBCONTRACTING**

The Village uses Public Works contracts and subcontracts to supplement public employees covered by this contract in order to meet the needs of the community. The Village maintains the right to contract out work as it has traditionally done in the past; however, the Village agrees to negotiate the decision to engage in subcontracting that will result in a layoff or reduction of normal work hours of bargaining unit employees. Additionally, the Village reserves the right to contract out the work performed by employees who are eliminated through attrition.

**ARTICLE 18**  
**UNIFORMS AND EQUIPMENT**

**SECTION 18.1: UNIFORMS/BOOTS**

The Employer shall provide employees with two hundred fifty dollars (\$250.00) per year for the purpose of purchasing uniforms. The Employer shall provide new employees with three hundred dollars (\$300.00) during the first year of employment for the purpose of purchasing uniforms. The Employer shall provide one hundred seventy five (\$175.00) before taxes per year for boots. The Employer shall provide the boot allowance in February of each year.

**SECTION 18.2: PROTECTIVE CLOTHING**

The Employer shall determine and provide all necessary items of protective clothing and safety gear, including protective eye wear and in cases where an employee wears prescription eye glasses, the Village will provide one (1) pair of prescription safety eye glasses per contract.

**ARTICLE 19**  
**PERSONNEL RECORDS**

**SECTION 19.1: PERSONNEL RECORDS**

An employee's personnel record shall be made available upon written request during regular business hours for an employee and/or his/her designee to review.

**SECTION 19.2: RIGHT OF INSPECTION AND COPIES**

The Village agrees to comply with the Illinois Personnel Record Review Act. Consistent with that Act, an employee and/or his/her designee may inspect his/her personnel and/or medical records during work hours, with prior notice to the Human Resources Director, no more than two times per year and may receive copies of those records. Copies shall be provided, at no charge to the employee, within two (2) business days.

**SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS**

All disciplinary records shall automatically be removed from an employee's personnel file after three (3) years from occurrence, provided the conduct which led to the discipline has not recurred during that time period. However, any discipline involving allegations of harassment or violence shall remain in the employee's personnel file indefinitely unless otherwise mutually agreed to by the parties. The Employer shall maintain discipline involving safety violations in the employee's personnel file indefinitely, unless otherwise mutually agreed to by the parties; however, the disciplinary record shall not be used for progressive discipline purposes after three (3) years from its occurrence, provided the conduct which led to discipline has not recurred during that time period.

**ARTICLE 20**  
**NON-DISCRIMINATION**

**SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION**

The Village and the Union agree not to discriminate against any employee on the basis of any legally protected characteristic or activity under then-applicable state, federal or local laws. Rights of employees pursuant to this Article shall be inclusive of any and all other remedies to them by law; an employee who files a charge or claim of discrimination must elect only (1) forum either an administrative agency or filing a grievance under this contract regarding the same or similar allegations. In addition, the Village and the Union agree that no employee shall be intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in or lawful activities on behalf of the Union.

**ARTICLE 21**  
**NO STRIKE / NO LOCKOUT**

**SECTION 21.1: NO STRIKE**

During the term of this Agreement, neither the Union nor an officers, agents, designees, or employees of the Village shall instigate, sponsor, engage in or condone any strike, including sympathy strikes, slowdown, concerted stoppage of work, concerted refusal to work overtime, picketing, or any other intentional interruption or disruption of the operation of the Village, regardless of the reasons for doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge, based upon the circumstances, by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**SECTION 21.2: RESUMPTION OF OPERATIONS AND UNION LIABILITY**

In the event of action prohibited by Section 21.1 above, the Union steward appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use his/her best efforts to achieve a prompt resumption of normal operations.

**SECTION 21.3: DISCIPLINE OF STRIKERS**

Any employee who violates Section 21.1 above shall be subject to discipline, including immediate discharge. The Village and the Union retain all rights set forth in Section 17 of the Illinois Public Labor Relations Act.

**SECTION 21.4: NO LOCK OUT**

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



**ARTICLE 22**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the Village, and these rights shall be liberally construed. These rights shall include, but are not limited to the following:

- (A) To plan, direct, control and determine all the operations and services of the Village;
- (B) To supervise and direct the working forces;
- (C) To establish the qualifications for employment and to employ employees;
- (D) To schedule and assign work;
- (E) To establish work and productivity standards and, from time to time, to change those standards;
- (F) To determine the need for and to assign overtime;
- (G) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- (H) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- (I) To transfer, assign and evaluate employees;
- (J) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- (K) To change or eliminate existing methods, equipment or facilities;
- (L) To contract out for goods and services;
- (M) To subcontract any work or services it deems necessary for the operation of the public works function;
- (N) To establish, implement and maintain an effective internal control program;
- (O) To increase, reduce or change, modify or alter the composition of the work force and/or create temporary duty assignments, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;

(P) To determine the overall budget; and

(Q) To carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Village has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Village.

Any Village policies contained in the Employee Handbook shall generally apply to employees covered by this Agreement unless such policies conflict with an express written provision of this Agreement. The Employee Handbook shall not confer any additional compensation, benefits or rights upon employees covered by this Agreement.

**ARTICLE 23**  
**WAGES**

**SECTION 23.1: WAGE RATES**

The hourly base wage rate (excluding longevity pay) for bargaining unit personnel shall be set forth in Appendix B. In 2010, if non-union employees receive a higher cost of living increase than the Public Works bargaining unit employees as set forth in Appendix B, the Village agrees that the Public Works bargaining unit would also receive the higher wage rate.

**SECTION 23.2: LONGEVITY PAY**

The Village's longevity plan provides an annual indexing adjustment. The index number is the September Consumer Price Index for urban wage earners for the Chicago area. This index is applied to the following year's longevity schedule. Longevity pay is only applicable to full time non-exempt employees and part time non-exempt employees on a prorated basis (at least 20 hours/week, 52 weeks/year). Employees shall be paid longevity no later than the second week in December. The 2008 Longevity Pay Schedule is as follows:

Years of Service	Amount (\$)
7	689.38
8-9	828.56
10-11	897.05
12-13	969.35
14	1,033.80
15	1,303.80
16-17	1,373.34
18	1,455.66
19	1,510.90
20 or more	1,644.11

**SECTION 23.3: MISCELLANEOUS**

Employees shall receive a gift certificate in the amount of fifteen (\$15.00) for a turkey in November.

**SECTION 23.4: ACTING SUPERVISOR PAY**

When the Village determines that it is necessary to select an Employee as Acting Supervisor, it shall select the Acting Supervisor from a list of the twenty (20) most senior employees in the Public Works Department. No employee shall be selected two (2) consecutive times. The Acting Supervisor shall be compensated at an additional 5 percent above the top bargaining unit pay rate for

all hours worked. It is expressly understood that an employee has the right to refuse such assignment, and as such, it shall be offered to the next employee on the list.

**ARTICLE 24**  
**DRUG AND ALCOHOL POLICY**

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

**ARTICLE 25**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid or unenforceable by the action of any court, board, agency with jurisdiction over the Village, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation upon the request of either party.

**ARTICLE 26**  
**TERMINATION**

This Agreement shall be effective as of January 1, 2008 and shall remain in full force and effect until December 31, 2010, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 18th day of November 2008, in the Village of Glenview.

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

\_\_\_\_\_  
James Sweeney  
President/Business Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Deanna M. Distasio,  
Field Attorney

Date: \_\_\_\_\_

**VILLAGE OF GLENVIEW**

\_\_\_\_\_  
Kerry D. Cummings  
Village President

Date: \_\_\_\_\_

\_\_\_\_\_  
Todd Hileman  
Village Clerk

Date: \_\_\_\_\_



**APPENDIX A**  
**DRUG AND ALCOHOL POLICY**

**I. PROHIBITIONS**

**A. Prohibited Alcohol-Related Conduct**

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

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

**B. Prohibited Drug-Related Conduct**

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

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
  - a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

**C. Reporting Requirements for Prescribed Controlled Substances**

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

**II. CATEGORIES OF TESTING**

**A. Post-Accident Testing**

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
  - a. The accident involved the loss of life; or
  - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
    - (1) Injury requiring medical treatment away from the scene; or
    - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
  - b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the

test was not promptly administered.

- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

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

**B. Random Testing**

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

1. Restricted Period

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

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate

set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

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

### 3. Selection

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

## C. Reasonable Suspicion Testing

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

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

**D. Return to Duty Testing**

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

**E. Follow-Up Testing**

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

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**III. TESTING PROCEDURES**

**A. Drug Testing Procedures**

1. Collection Site

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

## 2. Medical Review Officer (MRO)

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

## 3. Laboratory Analysis

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

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

4. Primary Specimen Test Results

a. Negative Test Results

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

b. Positive Test Results

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

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
  - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
  - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

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

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the



amount of time he/she is allowed shall follow federal D.O.T. rules.

- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
  - 1) The employee shall be placed out of service until this determination is made.
  - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

## **B. Alcohol Testing Procedures**

### 1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
  - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
  - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
  - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
  - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test

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

2. Confirmation Test

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

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.

- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- f. The Employer shall pay any medical fees assessed for the examination.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

##### **A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

##### **B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct**

- 1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
- 2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

##### **C. Confirmed Positive Urine Drug Test**

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a negative result.

**D. Discipline**

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

**E. Refusal to Test**

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

**V. CONFIDENTIALITY OF RECORDS**

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

**A. Employee Entitled to Information**

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

**B. Conditions Under Which the Employer Must Release Records**

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

## **VI. EMPLOYEE ASSISTANCE PROGRAM**

### **A. Voluntary Referral**

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

2. At Time of Testing

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

### **B. Confidentiality of Referral**

All EAP referrals shall be kept strictly confidential.

### **C. Rehabilitative Leave of Absence**

1. Accrued Leaves of Absence

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

2. Extended Leave of Absence

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

**APPENDIX B**  
**WAGES**

**Village of Glenview Public Works MEO**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>January 1, 2008- December 31, 2008</b>	\$45,661	\$47,899	\$50,246	\$52,708	\$55,290	\$58,000	\$60,842	\$63,927
<b>January 1, 2009- December 31, 2009</b>	\$47,373	\$49,695	\$52,130	\$54,685	\$57,363	\$60,175	\$63,124	\$66,324
<b>January 1, 2010- December 31, 2010</b>	\$48,913	\$51,310	\$53,824	\$56,462	\$59,228	\$62,131	\$65,175	\$68,480

**Notes:**

5% between steps

3.75% = 2008

3.75% = 2009

3.25% = 2010