

RESOLUTION NUMBER 29 - 14

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
NEGOTIATED AGREEMENT BETWEEN THE INTERNATIONAL  
UNION OF OPERATING ENGINEERS, LOCAL 150 AND THE  
VILLAGE OF EAST DUNDEE**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of a Negotiated Agreement between the International Union of Operating Engineers, Local 150 and the Village of East Dundee .

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a Negotiated Agreement between the International Union of Operating Engineers, Local 150, and the Village of East Dundee, a copy of which Agreement is attached hereto and made a part hereof.

**Section Two.** **Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three.** **Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 20<sup>th</sup> day of October, 2014, pursuant to a roll call vote as follows:

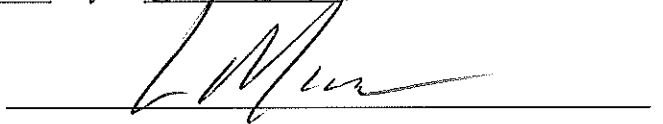
AYES: Trustees Gorman, Lynam and Selep

NAYES: Ø

ABSENT: Trustees Wood and Ruffalo

PRESENT: Trustee SKillicorn

Approved by me this 20<sup>th</sup> day of October, 2014.



LAEL MILLER, President

Published in pamphlet form this 21<sup>st</sup> day of October, 2014, under the authority of the President and Board of Trustees.

ATTEST:

  
HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on October 21, 2014.

Collective Bargaining Agreement Between

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150

and

Village of East Dundee

May 1, 2014 through April 30, 2018

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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 East Dundee, (hereinafter referred to as "East Dundee" or "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 I.

## **ARTICLE I** **RECOGNITION**

### **SECTION 1.1: RECOGNITION**

East Dundee 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 Labor Relations Board, in Case No. 2003-RC-0014-C:

**\*\*INCLUDED**

Employees in this classification include Full Time and regular Part Time Public Works Laborers, Sewer Division Operators and Water Division Operators who are employed by the Village of East Dundee.

**\*\*EXCLUDED**

All sworn peace officers, elected officials of the Village of East Dundee, all supervisory, managerial or confidential employees within the meaning of the Act, all seasonal or temporary employees and all employees within the classifications or derivative classifications of secretary, billing reception and/or accounting clerks and are employed by the Village of East Dundee, all other employees of the Village of East Dundee.

**SECTION 1.2: NEW CLASSIFICATIONS**

East Dundee shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be 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 appeal directly to arbitration within the next thirty (30) consecutive calendar days.

**ARTICLE II**  
**MANAGEMENT RIGHTS/UNION RIGHTS**

**SECTION 2.1:**

All rights, powers, functions, and authority which the Employer had prior to the signing of this Agreement are retained by the Employer except as those rights, powers, functions or



authority are expressly and specifically abridged, modified, or limited by this Agreement.

## **SECTION 2.2: MANAGEMENT RIGHTS**

The rights which are vested exclusively in the Employer, except as abridged by an express and specific provision of this Agreement as interpreted in accord with the Grievance Procedure in Article I, include, but are not limited to, the right: to determine the organization and operations; to determine and change the purpose, composition, and function of any and each of its departments; to set standards for the service to be offered to the public; to direct the employees, including the right to assign work and overtime (including assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations); to introduce new and improved methods or facilities or to change existing methods or facilities; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or for economic reasons; to subcontract work for the following reason(s): excess service requirements, technical or technological reasons, lack or condition of equipment or qualified employees, or economics; to establish or modify work schedule, and to determine the number of specific hours worked; to establish, modify, combine or eliminate job positions or classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to determine and manage all matter which the Employer is not required to bargain in accord with the Act.

## **SECTION 2.3:**

None of the foregoing shall be used in violations of any of the express provisions of this

Agreement.

#### **SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS**

Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the Divisional Superintendent of any employee with whom he/she wishes to carry on Union business.

After providing notice to the Director of the Public Works Department or the appropriate Divisional Superintendent, or his or her designee, via cellular telephone, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Meetings between any management official and the Union will be arranged at least one week in advance.

#### **SECTION 2.5: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall be allowed up to three (3) days 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. No more than one Union Steward per time off event for legitimate Union business should be from the same Public Works division. The employee may utilize any accumulated time off (Personal, Vacation Days, etc.) in lieu of the employee taking such time without pay.

## **SECTION 2.6: UNION BULLETIN BOARDS**

East Dundee shall provide a Union bulletin board at 448 Elgin Avenue and 401 Elgin Avenue. The Boards or space shall be for the sole and exclusive use of the Union. Items for information posted shall not be political; partisan, defamatory or inflammatory in nature. The information posted shall not contain anything reflecting negatively upon the employer or any of its employees.

## **ARTICLE III UNION DUES/FAIR SHARE CHECK OFF**

### **SECTION 3.1: DEDUCTIONS**

East Dundee 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.

Request 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 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 monthly basis at the address designated in writing by the Union. The Union shall advise East Dundee 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 amount of Union deductions.

### **SECTION 3.2: FAIR SHARE**

Pursuant to Section 3(G) the Illinois Public 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.

The proportionate fair share payment, with a letter of explanation as to the fair share payment, as certified by the Union pursuant to the Illinois Public 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 East Dundee 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 IV** **HOURS OF WORK AND OVERTIME**

#### **SECTION 4.1: WORKDAY AND WORKWEEK**

The workday for bargaining unit employees is from 6:00 a.m. to 3:00 p.m. Monday through Friday. The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs, provided that the change in the workday or workweek is bargaining unit wide. Absent an emergency, the Employer shall provide no less than seven (7) calendar days advance notice of such changes in an employee's regular permanent schedule to the Union and shall offer the Union an opportunity to bargain over the issue. No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week, Monday through Friday.

#### **SECTION 4.2: LUNCH/REST PERIOD**

Bargaining unit employees, scheduled to work eight (8) hours or more, shall be granted a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon and shall be granted a sixty (60) minute unpaid lunch period near the midpoint of the day. Employees may combine their breaks and/or lunch period, upon approval of the Director of Public Works or his or her designee. Where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work sixty (60) minutes early or be compensated at the appropriate overtime rate. After an employee completes eight (8) hours of work an additional fifteen (15) minute paid break shall be permitted after every additional four (4) hours of work.

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours rest. The only exceptions to this rule are in situations of emergency, as reasonably

determined by the Director of Public Works, Village Administrator, Village President or his or her respective designee. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission, if in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined. An employee who is sent home for his/her eight (8) hour rest period and that rest period falls within the employee's normal workday shall be permitted to use his unused accrued time to fill those hours.

**SECTION 4.3: 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 4.1 of this Article.
- (B.) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

**SECTION 4.4 CLEAN UP TIME**

The Employer will provide a reasonable amount of time for clean up when necessary.

**SECTION 4.5: OVERTIME DISTRIBUTION**

East Dundee shall equally as possible distribute overtime among the employees in the division in which the overtime is created. 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 emergency situations.

However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable (due to an excused or unexcused absence), the employer may work part-time, temporary, seasonal or other non bargaining unit personnel on said overtime without violating the Agreement.

**SECTION 4.6: CALL BACK**

A “call back” is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each call out. Call back time shall start when the employee is called and ends when the employee completes the assigned task. A phone call will only be paid for thirty (30) minutes.

**SECTION 4.7: ON CALL**

Employees scheduled to be on call shall receive a minimum of five (5) hours of additional pay at the appropriate overtime rate on Saturday, Sunday, and any applicable Holiday for being on call, and one (1) hour of Comp Time per day for emergency on call status placement for each day of emergency on call status placement for Monday through Friday status.

An employee shall be on an “On-Call” status if the employee is instructed verbally or in writing by their supervisor or department head to be continually available to report to work during an off-duty period. An employee who is instructed to be on-call status must be:

- A. Continuously available to be contacted by the Village through a telephone or electronic device.
- B. Must be able to report to work as soon as possible but in no event later than sixty (60)

minutes of receiving a request from the appropriate Village personnel.

C. Must report in a physical condition that allows the employee to safely and effectively perform the employee's job functions.

An employee designated as "On-Call" in the Public Works Department, will be paid round trip mileage from their residence to the Village garage (or the location they are responding from to the Village garage), to respond to any calls for Village services received while in such status.

Mileage will only be paid for those employees that provide proof of insurance. Mileage reimbursement will be at the applicable state rate.

#### **SECTION 4.8: COMPENSATORY TIME**

Overtime that has been accumulated in accordance with this agreement may be converted to compensation time at the employee's discretion. Comp Time will be calculated by multiplying by the appropriate rate of pay. The calculated number will be the amount of Comp Time. Employees may accumulate up to sixty (60) hours of Comp Time and this time must be used and will not be bought back or paid out, except (1) for the time accrued upon separation of employment and (2) employees shall be permitted to cash out no more than thirty (30) hours of accrued, unused compensatory time one time per year.

### **ARTICLE V** **SENIORITY**

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

An employee's seniority shall be the period of the employee's most recent continuous regular employment as a Public Works employee at East Dundee.

#### **SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation,



discharge for just cause, demotions, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off.

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

Once each year the Employer shall post a seniority list. A copy of the seniority list shall be furnished to the Union when it is posted.

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

An employee is probationary for the first (180) calendar days of employment. Any probation period can be extended for a period up to six (6) months. Prior to such extension the Village of East Dundee will provide notice to the employee of the reason for the extension and will send a copy of the notice to the Union.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

## **ARTICLE VI LAYOFF AND RECALL**

### **SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. East Dundee shall give the Union at least sixty (60) days notice of any layoffs, except in emergency situations wherein such period of notice maybe reduced.

### **SECTION 6.2: GENERAL PROCEDURES**

The Village of East Dundee in its reasonable discretion shall determine whether layoffs

are necessary and shall determine which classifications will be subject to layoff. If is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position. If an employee is laid off, he/she shall have the right to “bump” a less senior employee in another position with no loss of pay, if the employee is qualified to perform the essential functions of the job.

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

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. Employees shall be recalled in the order in which they were laid off. After eighteen (18) months on layoff, the employee shall lose his or her seniority status. The Village shall not hire any new employees, however, this shall not apply to any subcontracting that was previously or historically performed by the Village until all employees on recall are recalled.

## **ARTICLE VII DISCIPLINARY PROCEDURES**

### **SECTION 7.1: EMPLOYEE DISCIPLINE**

East Dundee agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not limited to the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee’s personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee’s personnel file.
- (D) Discharge with documentation of such maintained in the employee’s personnel

file.

Prior to actual imposition of any discipline, 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. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions. The employer's agreement to utilize progressive discipline does not prohibit the employer from imposing more discipline which is commensurate with the severity of the offense, up to and including immediate discharge. Employees should understand that there are certain offenses which are sufficiently serious that employees may be brought to dismissal action for the first offense without any prior disciplinary action. In addition, in instances where the progressive discipline approach is followed, the Village exercises the right to repeat a disciplinary step, and the Village reserves the right to skip certain progressive steps depending upon the seriousness.

## **SECTION 7.2: RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the employee, the employer shall inform the employee of his/her right to Union representation due to the fact that disciplinary action may be taken.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

### **SECTION 8.1: GRIEVANCE DEFINED**

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

## **SECTION 8.2: PROCESSING OF GRIEVANCE**

Except for step one, Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth names(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(s) 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: Immediate Supervisor**

The employee, with or without a Union representative, or the Union may attempt to orally resolve a grievance with his/her supervisor within ten (10) business days of the event giving rise to the grievance, or when the employee reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

### **STEP TWO: Public Works Director**

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Public Works Director or his or her designee within ten (10) business days of the Step One response.

The Public Works Director or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Public Works Director or designee shall submit a written response within ten (10) business days of the

conference. If the conference is not scheduled, the Public Works Director or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

**STEP THREE: Village Administrator**

If the grievance remains unsettled after the response in Step Two, the Union may submit a written grievance to the Village Administrator within ten (10) business days of the Step One response.

The Village Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within ten (10) 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 ten (10) business days of the Step Three response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association 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 as outlined 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.

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 the other party desires a copy, it shall equally pay for the expense of such.

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 submittal date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. 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 arbitration shall be final and binding to the Union,

employee(s) and East Dundee. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

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

The written grievance required under this Article shall be on a form which shall be provided by the Union and approved by the Village. 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. If a grievance is denied because of a scrivener's error the grievant has ten (10) additional business days to resubmit a corrected grievance form.

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

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of East Dundee's last answer will be considered settled on the basis of East Dundee'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 agreement.

#### **SECTION 8.6: UNION STEWARD**

One (1) duly authorized bargaining unit representative and one (1) alternative bargaining unit representative shall be designated by the Union as the Steward. The Union will provide written notice to East Dundee Director of Public Works or his or her designer to identify those individuals.

**ARTICLE IX**  
**HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

Holidays for the Bargaining Unit members are:

New Year's Day  
Martin Luther King Jr. Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**SECTION 9.2: SPECIFIC APPLICATIONS**

- A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.
- (B) Paid time off to vote will be made available in accordance with State Law.
- (C) Holidays shall not be paid unless the employee worked the scheduled workday immediately before and/or immediately after the designated holiday, unless otherwise approved and excused. For purposes of Section 9.2, an excused absence is defined as any time off approved and permitted by the Village.
- (D) Employees who are off of work who are suspended, out on pension, unpaid leave of absence or inactive payroll status shall not receive holiday pay.

**SECTION 9.3: HOLIDAY PAY**

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall additionally be compensated at a rate of two times his/her regular overtime



rate of pay for all time actually worked on such holiday.

**ARTICLE X**  
**VACATIONS AND PERSONAL LEAVE**

**SECTION 10.1: VACATION ACCRUAL**

- (A) All vacation accrual will be according to the employee’s anniversary date and shall begin to accrue immediately upon completion of the employee’s probationary period.
- (B) Bargaining unit employees shall be entitled to vacation days in accordance with the following schedule:

<u>Years of service</u>	<u>Vacation days</u>
0 but less than 5 years	10 days per year
5 years but less than 10 years	15 days per year
11 but less than 20 years	20 days per year
After 20 years	1 Additional day per year up to a maximum of forty (40) hours

**SECTION 10.2: VACATION USAGE**

- (A) New employees shall be eligible for vacation usage immediately after successfully completing their probation period.
- (B) Employees may accumulate and carry over year to year 40 hours of vacation time.

**SECTION 10.3: VACATION PAY**

- (A) Upon separation, a non-probationary employee shall be paid for all unused accrued

vacation time based on the employee's current rate of pay.

- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

#### **SECTION 10.4: VACATION SELECTION**

Requests for vacation time shall be made in accordance with the policy contained in the Employer's Personnel Manual. Vacation days are authorized by the Department Head on a first come and first approved basis by division recognizing that vacation schedules are subject to the workload of the Department. The scheduling of all vacation days is subject to prior approval by the Department Head or Superintendent, or his/her designee. The Village will make all reasonable efforts to avoid recalling an employee during a regularly scheduled vacation period.

#### **SECTION 10.5: PERSONAL DAYS**

All employees shall be entitled to three (3) personal days off with pay per year. Personal days shall be given on May 1 of each calendar year. Where practicable, employees shall request permission from his/her supervisor to use a personal day as soon as practicable in advance of the personal day. Any personal days not used within the calendar year shall not be carried over to the next calendar year. Personal days can be used in increments of four (4) hours, unless mutually agreed otherwise by the employee and Employer.

### **ARTICLE XI** **SICK LEAVE**

#### **SECTION 11.1: SICK LEAVE ACCRUAL**

Employees shall accrue sick leave at the rate one (1) day per month, with a maximum accumulation of eighty (80) days.

## SECTION 11.2: SICK LEAVE RESTRICTIONS

Sick leave may be granted for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.
- (B) Personal medical, vision or dental appointments.
- (C) Family illness which requires the employee's presence. Family shall be defined as in Section 12.3.

In cases where an employee cannot report to duty because of an illness or injury the employee must notify his or her supervisor or division head thirty (30) minutes before the employee's scheduled start time. Failure to do so may render the employee ineligible for sick leave.

Employees that are absent three (3) consecutive days due to a personal injury or illness or are exposed to a contagious disease are required to produce a physician's medical certificate releasing the employee for work prior to return to work.

Employees terminating employment with the Village shall be compensated for unused earned and accrued sick leave as follows:

a. By Dismissal:	No Compensation
b. Resignation before 20 years service:	No Compensation
c. Retirement after 20 years service:	50% of Accrued Sick Time
d. Layoff/Reduction in Force	Same as Retirement
e. Disability	Same as Retirement
f. Death of Employee	Same as Retirement

Earned and accrued sick leave will be charged against an employee injured on-the-job and accepted into workers compensation coverage, or an employee injured off-the-job or sick, and eligible for disability insurance payments. In these situations, sick leave pay will be applied to make up the difference between worker's compensation and/or disability and the employee's normal wages

### **SECTION 11.3: PENSION BENEFIT AT RETIREMENT**

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 XII 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).

### **SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence up to ninety (90) days. Such leave of absence is without pay or fringe benefits. A leave may be granted at the Employer's sole discretion and reinstatement is not guaranteed.

### **SECTION 12.3: FUNERAL LEAVE**

An employee will be granted funeral leave with pay based on the following schedule:

1. Funeral of immediate family members up to three (3) days. Immediate family for these purposes of this section is defined as a spouse, son (natural, step or adopted), daughter (natural, step or adopted), mother, father, brother, sister, step father, step mother, step siblings, grandparents, grandchildren, mother and father in-law and guardians or other children residing in the household.
2. Funerals of extended family members up to one (1) day. Extended family for purposes of this section is defined cousins, aunts, uncles, nieces and nephews.

**SECTION 12.4: FAMILY AND MEDICAL LEAVE**

The Employer will administer FMLA leave pursuant to the eligibility and leave requirements of the Act.

**SECTION 12.5: JURY DUTY LEAVE**

An employee whose service on a jury or is subpoenaed for testimony during hours that the employee would have been regularly scheduled to work shall receive full pay. Employees will be required to turn over all checks received for jury duty.

**SECTION 12.6: MILITARY LEAVE**

The Employer shall comply with all applicable state and federal laws.

**ARTICLE XIII**  
**HEALTH INSURANCE AND PENSION**

The Village shall continue to make available to all employees covered by this Agreement health and dental insurance substantially similar to the coverage currently in effect. The Village’s right to change insurers and plans is subject to the restrictions set forth below. The Village shall continue to cover all employees covered by this Agreement on its hospitalization and health program. Employees shall contribute the premium cost of health and dental insurance at the following rates:

Percent of Premium paid by Employee

	PPO	HMO	Dental
Employee	10%	0%	10%
Employee + Spouse	15%	0%	15%
Employee + child/children	15%	0%	15%
Employee +dependents (Family)	15%	0%	15%

The Village reserves the right to self insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially

similar to, or better than, those being currently offered. In the event the village changes coverage, all Employees will be covered to the same extent as all other Village employees.

**ARTICLE XIV**  
**EMPLOYEE TRAINING AND EDUCATION**

**SECTION 14.1: COMPENSATION**

The Employer agrees to compensate all bargaining unit employees for all training. Compensation will be at either the regular rate or overtime rate pursuant to Section 4.3 of the Agreement, exclusive of travel time for which employees shall be paid at their normal straight time rate, schools, and courses which the Employer requires an employee to attend during off duty hours. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. Employees shall be reimbursed for meals as per past practice and procedure, but not less than \$10.00 per meal. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging at the applicable IRS rate and guideline. All reimbursements made to the employee shall be paid on the pay period following Board approval of the bill listed. The Employer shall pay the cost of all Village mandated and required training and classes needed to maintain licenses and/or certifications held by the employee in addition to providing the appropriate time to take said training or classes.

**SECTION 14.2: CDL LICENSE**

The Village of East Dundee shall reimburse all bargaining unit employees required to and who currently have or otherwise obtain a Commercial Driver's License the cost of renewal of said license, and the cost of any endorsements those employees are required to have or obtain.

**ARTICLE XV**  
**SAFETY**

**SECTION 15.1: COMPLIANCE WITH LAWS**

In order to maintain safe working conditions, East Dundee shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

**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

**ARTICLE XVI**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: LABOR-MANAGEMENT CONFERENCES**

The Union and East Dundee mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and East Dundee representatives when appropriate. Such meetings shall be scheduled within two (2) weeks of either party requesting the meeting, 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 Steward may attend these meetings. East Dundee 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. Attendance at labor management meetings shall be voluntary on the employee's part and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. In the event the meeting is scheduled during working time, designated employee representatives shall attend without loss of pay. The Union shall notify the Village in advance as to who will attend the meeting. The Village in its sole discretion shall determine its representatives at such meetings.

**ARTICLE XVII**  
**SUBCONTRACTING**

The Village retains the right to subcontract out work, so long as it does not result in a lay off or reduce the number of hours worked by the bargaining unit employees.

**ARTICLE XVIII**  
**ACT-UP PAY**

Bargaining unit members will receive a 10% Act up Pay increase for assigned work performed at a managerial level if the assignment is assigned to and does encompass five or more consecutive work days. Distribution of assignments is at the sole discretion of management.

**ARTICLE XIX**  
**UNIFORMS AND EQUIPMENT**

**SECTION 19.1: PROTECTIVE CLOTHING**

East Dundee shall provide all necessary items of protective clothing and safety gear.



## **SECTION 19.2: PRESCRIPTION GLASSES**

The Village of East Dundee will supply bargaining unit members with non prescription safety eye-ware and will reimburse bargaining unit members up to \$50.00, receipt required, for prescription safety eye-ware that is ordered by the employee. Participation in the Village vision plan is a prerequisite for reimbursement and any reimbursement shall only occur if any excess exists after vision plan coverage is processed.

## **SECTION 19.3: CLOTHING ALLOWANCE**

In addition to Section 21.1 above, East Dundee shall provide bargaining unit employees with a clothing allowance of five-hundred dollars (\$500) every May 1 for additional clothing and footwear. No more than two hundred and fifty dollars (\$250.00) will be used by the Village towards the purchase of Village wear. All remaining amounts of the aforementioned allowance will be disbursed to the employee.

## **ARTICLE XX PERSONNEL RECORDS**

### **SECTION 20.1: PERSONNEL RECORDS**

Employees may request that they or their representative review their personnel records up to two times per year. Within seven (7) days of the request, personnel records shall be available during non-working hours for an employee and or his/her designee to review. All disciplinary documents added to an employee's personnel file must be acknowledged in writing by both the Village and the employee.

### **SECTION 20.2: RIGHT OF INSPECTION AND COPIES**

An employee may obtain a copy of his/her record upon request to the Director of Public Works. Copies shall be provided, at no charge to the employee, within seven (7) business days.

### **SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS**

The Village may maintain records of disciplinary actions taken against an employee, but the Village shall not use the disciplinary record(s) against the employee if the employee has not repeated the offense within twelve months, unless the offense involved harassment or discrimination, workplace violence, accidents involving injury and/or property damage, drugs or alcohol.

## **ARTICLE XXI NON-DISCRIMINATION**

### **SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION**

Both East Dundee and the Union agree not to discriminate against any employee on any basis protected under State or Federal Law. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

### **SECTION 21.2: UNION ACTIVITY**

East Dundee and the Union agree that no employee shall be discriminated against, 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. This language shall not be construed or interpreted to limit the Union's or employee's right to pursue an action through the Illinois Public Labor Relations Board.

## **ARTICLE XXII NO STRIKE / NO LOCKOUT**

### **SECTION 22.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike. In the event the employees strike, the Union agrees it will, within twenty-four (24) hours, provide written

notification to employees in the bargaining unit that his or her activity is prohibited by this Agreement and that the Union does not support or condone the strike.

**SECTION 22.2: NO LOCKOUT**

During the term of this Agreement, East Dundee shall not lockout any bargaining unit employees.

**ARTICLE XXIII  
WAGES**

**SECTION 23.1: WAGE RATES**

**May 1, 2014 - April 30, 2015**

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49	\$22.14	\$22.80	\$23.49
Water/Sewer Operator	\$21.00	\$21.63	\$22.28	\$22.95	\$23.64	\$24.34	\$25.08	\$25.83	\$26.60	\$27.40

**May 1, 2015 - April 30, 2016**

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer	\$18.36	\$18.91	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92	\$22.58	\$23.26	\$23.96
Water/Sewer Operator	\$21.42	\$22.06	\$22.72	\$23.41	\$24.11	\$24.83	\$25.58	\$26.34	\$27.13	\$27.95

**May 1, 2016 - April 30, 2017**

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer	\$18.73	\$19.29	\$19.87	\$20.46	\$21.08	\$21.71	\$22.36	\$23.03	\$23.72	\$24.43
Water/Sewer Operator	\$21.85	\$22.50	\$23.18	\$23.87	\$24.59	\$25.33	\$26.09	\$26.87	\$27.68	\$28.51

**May 1, 2017 - April 30, 2018**

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Laborer	\$19.20	\$19.77	\$20.36	\$20.98	\$21.60	\$22.25	\$22.92	\$23.61	\$24.32	\$25.05
Water/Sewer Operator	\$22.39	\$23.07	\$23.76	\$24.47	\$25.21	\$25.96	\$26.74	\$27.54	\$28.37	\$29.22

Employees shall initially be placed in the step that gives them at least a 2% wage increase.

[Individuals not on the wage scale shall receive the following wage increases:](#)

[May 1, 2014: 2%](#)

[May 1, 2015: 2%](#)

[May 1, 2016: 2%](#)

[May 1, 2017: 2.5%](#)

Any and all Cost of Living Adjustments (COLA) shall occur on or about May 1, at the start of the Village's fiscal year.

Employees shall be compensated for any and all Step increases in accordance with the wage schedule in this Section, on or about the Employee's anniversary date. Employees shall advance from one Step to the next Step on his/her anniversary date only if the Employee receives a "Meets Expectations" rating in his or her annual evaluation.

New employees may be hired at a Step higher than Start rate at the sole discretion of the Village. The Village has the ability to accelerate an employee's movement through the steps if warranted by exceptional performance.

Night work performed during the Village's semi-annual hydrant flushing will receive a premium pay increase of 10%. Night work is defined as work performed, pursuant to the semi-annual night hydrant flushings, as time worked outside of the employee's regularly scheduled hours.

### **SECTION 23.2: LONGEVITY**

Employees shall receive an annual longevity bonus to be paid the payday preceding December 25, in accordance with the following schedule:

30 Days to 1 Year of Completed Service:	\$50.00
Over 1 Year of Service But 5 or Less Years of Service:	\$100.00
Over 5 Years of Completed Service:	\$150.00

The longevity bonus is not compounded from year to year.

### **SECTION 23.3: POST-RETIREMENT HEALTHCARE ACCOUNT**

Within six months of the ratification of this contract, the Village of East Dundee agrees to implement and administer an interest bearing retirement health savings account for the purpose of investing funds to cover health insurance costs that may occur upon an employee's separation of employment from the Village. Contributions to the account will begin no earlier than the calendar month following the end of the initial implementation election window.

Employees must enroll in the Retirement Health Savings Account ("RHSA") within 30 days of their hire date or during an open enrollment period which shall occur once annually. Once enrolled, the election is irrevocable and cannot be changed at any time throughout the employee's course of employment.

All contributions will be made pre-tax and the value of hours converted or transferred shall be calculated at the employee's current hourly rate unless otherwise noted.

Employees are eligible to receive benefits upon separation of employment.

Allowable contributions will consist of the following:

Accrued sick time at separation:

At separation of service, accrued sick time may be converted to the employee's RHSA.

Compensatory time at separation and a maximum of thirty hours per year:

At separation of service, compensatory time may be converted to the employee's RHSA.

Vacation time at separation:

At separation of service, accrued vacation time may be converted to the employee's RHSA.

Accrued vacation (other than at separation of service):

Up to forty (40) hours of accrued vacation time may be converted each year to the employee's RHSA at times other than at separation of service.

Accrued personal days:

Up to twenty-four (24) hours of accrued personal days may be converted to the employee's RHSA.

If modifications must be made to this Section in order to implement or administer the RHSA pursuant to the rules or regulations of the investment company or the IRS, the Village and the Union will meet to discuss and implement the required changes.

**ARTICLE XXIV**  
**DRUG AND ALCOHOL POLICY**

See Appendix A.

**ARTICLE XXV**  
**INTEREST ARBITRATION**

Should an impasse arise during future negotiations, the parties shall employ the interest arbitration process set out in Section 12 of the Illinois Public Sector Labor Relations Act.

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted 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.

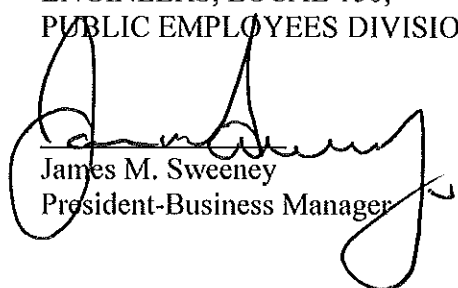
**ARTICLE XXVII**  
**TERMINATION**

This Agreement shall be effective as of the first day of May, 2014, and shall remain in full force and effect until the thirtieth day of April, 2018, 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 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 thirty (30) 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.

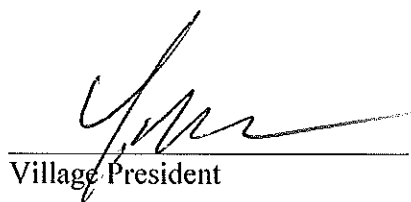
In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20<sup>th</sup> day of October, 2014, in East Dundee.

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

  
James M. Sweeney  
President-Business Manager

VILLAGE OF EAST DUNDEE

  
Village President

Deanna Distasio  
Deanna Distasio  
Attorney

Julie A. Proscia  
Julie A. Proscia  
Attorney for Village of East Dundee



## APPENDIX A

### DRUG AND ALCOHOL POLICY

(For Both CDL and Non-CDL Drivers)

#### I. PROHIBITIONS

##### A. Prohibited Alcohol-Related Conduct

An employee shall not operate a 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 any work 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 that may impair the employee's ability to safely perform his or her job duties and/or 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, and:
  - a. The accident involved injury requiring medical treatment away from the scene; 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 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. If the test is being conducted post accident or for reasonable suspicion, the employee will be transported 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.
  - d. Signs a Last Change Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

##### 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. Signs a Last Change Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

#### 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.