

**AGREEMENT**

**between**

**VILLAGE OF ORLAND PARK**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 399**

**May 1, 2019 – April 30, 2024**

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE. ....	1
ARTICLE I - RECOGNITION. ....	1
Section 1.1. Union Recognized. ....	1
Section 1.2. Classification Not Guaranteed. ....	1
Section 1.3. New Classifications. ....	2
Section 1.4. Duty of Fair Representation. ....	2
Section 1.5. Gender. ....	3
Section 1.6. Dignity and Respect. ....	3
ARTICLE II - UNION SECURITY AND RIGHTS. ....	3
Section 2.1. Dues Checkoff. ....	3
Section 2.2. Notice and Appeal. ....	4
Section 2.3. Union Indemnification. ....	4
Section 2.4. Union Access. ....	4
Section 2.5. Union Bulletin Boards. ....	4
Section 2.6. Information to the Union. ....	5
ARTICLE III - MANAGEMENT RIGHTS. ....	5
Section 3.1. Management Rights. ....	5
ARTICLE IV - REST PERIODS. ....	6
Section 4.1. Rest Periods. ....	6
ARTICLE V - SUBCONTRACTING. ....	6
Section 5.1. General Policy. ....	6
Section 5.2. Notice of Discussion. ....	6

ARTICLE VI - MEAL PERIODS. . . . . 7

ARTICLE VII - HOLIDAYS. . . . . 7

Section 7.1. Holidays. . . . . 7

Section 7.2. Floating Holidays. . . . . 8

Section 7.3. Holidays on Weekends. . . . . 8

Section 7.4. Holiday Pay. . . . . 8

Section 7.5. Eligibility Requirements. . . . . 8

Section 7.6. Holiday Hours for Overtime Purposes. . . . . 8

ARTICLE VIII - SENIORITY. . . . . 9

Section 8.1. Definitions. . . . . 9

Section 8.2. Application of Seniority. . . . . 9

Section 8.3. Termination of Seniority. . . . . 9

Section 8.4. Probationary Period -- New Employees. . . . . 10

Section 8.5. Seniority List. . . . . 10

Section 8.6. Layoff and Recall. . . . . 11

ARTICLE IX - SICK LEAVE. . . . . 12

Section 9.1. Purpose. . . . . 12

Section 9.2. Allowance. . . . . 13

Section 9.3. Days Earned in Accumulation. . . . . 13

Section 9.4. Rate of Payment. . . . . 13

Section 9.5. Notification. . . . . 13

Section 9.6. Medical Examination. . . . . 13

Section 9.7. Abuse of Sick Leave. . . . . 14

Section 9.8. Sick Leave Utilization. . . . . 14

Section 9.9. Sick Time Buy Back. ....	14
Section 9.10. Annual Sick Leave Buy Back. ....	14
Section 9.11. Part-Time Employee Exclusion. ....	15
ARTICLE X - LEAVE OF ABSENCE. ....	15
Section 10.1. Application for Leave. ....	15
Section 10.2. Military Leave. ....	15
Section 10.3. Jury Leave. ....	15
Section 10.4. Voting Leave. ....	15
Section 10.5. Funeral Leave. ....	15
Section 10.6. Leave for Illness or Injury. ....	16
Section 10.7. Benefits While on Leave. ....	16
Section 10.8. Non-Employment Elsewhere. ....	17
Section 10.9. Personal Leave Days. ....	17
Section 10.10. Part-Time Employee Exclusion. ....	17
ARTICLE XI - VACATION. ....	17
Section 11.1. Eligibility and Allowances. ....	17
Section 11.2. Vacation Pay. ....	18
Section 11.3. Emergencies. ....	18
Section 11.4. Holiday During Vacation Period. ....	19
Section 11.5. Vacation Rights in Case of Layoff or Separation. ....	19
Section 11.6. Part-Time Employee Exclusion. ....	19
ARTICLE XII - WAGES. ....	19
Section 12.1. Wage Schedules. ....	19
Section 12.2. Initial Placement on Salary Schedule. ....	20

Section 12.3. Pay Upon Promotion/Demotion. ....	21
Section 12.4. Step Increases. ....	21
Section 12.5. Pay Period. ....	21
Section 12.6. Pay Rates for Higher Skills. ....	21
Section 12.7. Longevity Pay. ....	22
Section 12.8. Longevity Pay. ....	23
Section 12.9. Shift Differential. ....	23
Section 12.10 Uniform Allowance. ....	24
ARTICLE XIII – OVERTIME. ....	24
Section 13.1. Rate of Pay. ....	24
Section 13.2. Distribution. ....	25
ARTICLE XIV – DISCIPLINE AND DISCHARGE. ....	25
Section 14.1. Discipline. ....	25
Section 14.2 Pre-disciplinary Meeting. ....	26
ARTICLE XV – GRIEVANCE PROCEDURE. ....	27
Section 15.1. Definition. ....	27
Section 15.2. Procedure. ....	27
Section 15.3. Arbitration. ....	28
Section 15.4. Limitations on Authority of Arbitrator. ....	29
Section 15.5. Time Limit for Filing. ....	30
Section 15.6. Time Off. ....	30
Section 15.7. Representation. ....	31
Section 15.8. Exclusivity of Grievance Procedure. ....	31
ARTICLE XVI – NO STRIKE–NO LOCKOUT. ....	31

Section 16.1. No Strike. ....	31
Section 16.2. No Lockout. ....	31
Section 16.3. Penalty. ....	32
Section 16.4. Union Official Responsibility. ....	32
Section 16.5. Judicial Restraint. ....	32
ARTICLE XVII – NONDISCRIMINATION. ....	32
Section 17.1. Compliance with Laws. ....	32
Section 17.2. Americans with Disabilities. ....	32
ARTICLE XVIII – HEALTH AND SAFETY. ....	33
Section 18.1. Compliance with Laws. ....	33
Section 18.2. Unsafe Conditions. ....	33
Section 18.3. Safety Committee. ....	33
ARTICLE XIX – JOB RELATED TRAINING AND EDUCATION PROGRAMS. ....	33
Section 19.1. Tuition Reimbursement. ....	33
Section 19.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. ....	34
Section 19.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops. ....	35
ARTICLE XX – INSURANCE. ....	36
Section 20.1.A. Participation. ....	36
Section 20.1.B Indemnification. ....	36
Section 20.1.C. Premium Payment. ....	36
Section 20.1.D. Healthcare Equalizer. ....	38
Section 20.1.E. Return to Village Insurance Coverage. ....	38
Section 20.1.F. Other Benefits. ....	39

Section 20.2. Life Insurance. .... 39

Section 20.3. Terms of Insurance Policies to Govern. .... 39

Section 20.4. Right to Change Insurance Carriers. .... 40

ARTICLE XXI - SAVINGS CLAUSE. .... 40

ARTICLE XXII - DRUG TESTING. .... 40

Section 22.1. Drug Testing. .... 40

ARTICLE XXIII - SHORT TERM DISABILITY PROVISION. .... 40

ARTICLE XXIV - FAMILY AND MEDICAL LEAVE. .... 42

ARTICLE XXV - ENTIRE AGREEMENT. .... 42

ARTICLE XXVI - TERMINATION. .... 43

APPENDIX A - WAGE SCALES. .... 45

APPENDIX B - CHECKOFF AUTHORIZATION. .... 47

APPENDIX C - D&A POLICY FOR NON-DOT REGULATED EMPLOYEES. .... 48

APPENDIX D - D&A POLICY FOR SAFETY SENSITIVE EMPLOYEES COVERED  
UNDER THE FTA. .... 49

SIDE LETTER. .... 50

SIDE LETTER. .... 51

SIDE LETTER. .... 52

## PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS (hereinafter referred to as "IUOE" or the "Union") on behalf of its affiliated LOCAL 399, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

## ARTICLE I RECOGNITION

Section 1.1. Union Recognized. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the bargaining unit described below:

Included Employees: All full-time secretarial and clerical employees.

Excluded Employees: Administrative Assistant to Village Manager, Administrative Assistant to Mayor, Assistant Village Clerk, Administrative Assistant to Chief of Police, Administrative Assistant to Director of Public Works, Administrative Assistant to the Director of the Finance Department, Administrative Clerk (Formerly Clerk Typist II) assigned to the Village Manager's Office, all part-time employees, supervisory, confidential, and managerial employees as defined in the Illinois Public Labor Relations Act and all other Village employees.

Section 1.2. Classification Not Guaranteed The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to



be utilized by the Employer. Position classification description of duties shall be defined to read "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated herein."

Section 1.3. New Classifications The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XVI, No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, Management may institute its rate and the Union may file a grievance at Step 3 of the grievance procedure within ten (10) calendar days of notification of Management's decision. An arbitrator shall not change management's rate unless it is clearly unreasonable.

Section 1.4. Duty of Fair Representation The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.5. Gender Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 1.6. Dignity and Respect The Employer and the Union will recognize and respect each other's dignity and the dignity of all employees.

## ARTICLE II

### UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff While this Agreement is in effect, the Village will deduct from each employee's paycheck twice each month, half the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check off authorization form. The form shall be provided by the Union and approved by the Village. The Village will honor all executed check off authorization forms received not later than fifteen (15) working days (i.e. days the Village's administrative offices are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

The Village shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than the tenth (10<sup>th</sup>) day of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

The check-off authorization shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Village of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked. Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Village receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues

not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Village's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Village by the Treasurer of the Union, and shall be based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the rule or formula, which will determine the regular monthly dues once each calendar year, effective July 1<sup>st</sup> of each year, during the life of this Agreement. The Union will give the Village forty-five (45) day's notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Notice and Appeal The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.3. Union Indemnification The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 2.4. Union Access One Union representative, and his or her successor(s) as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

Section 2.5. Union Bulletin Boards The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin boards where bargaining unit employees normally work. The Union's use of the designated bulletin boards for such purpose shall be restricted to the following:

- (a) Notice of Union recreational and social activities;
- (b) Notice of Union elections and results of such elections;
- (c) Notice of Union appointments;

(d) Notice of Union meetings, committee meetings and reports and minutes of said meetings; and

(e) If the Union desires to post any other information or material, the Union shall first submit the same to the Village Manager or his designee for approval. The Village Manager or his designee shall only disapprove of a posting if he determines that the information or material submitted is of a partisan, political or defamatory nature.

The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union's Spokesperson shall be identified in writing by the Union within thirty (30) days of the execution of the Collective Bargaining Agreement and shall be the sole union official authorized to post notices on such bulletin boards, and one (1) such official shall date and initial all such postings.

Section 2.6. Information to the Union On a quarterly basis, the Village shall make accessible to the Union written information concerning new hires, layoffs, promotions, transfers, recalls from layoffs, suspensions, discharges and terminations which directly pertain to bargaining unit employees. This information shall consist of the name of the employee, nature of action taken, and the effective date of said action.

### ARTICLE III MANAGEMENT RIGHTS

Section 3.1. Management Rights Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the workweek of employees and to establish the starting and ending times of the workday; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to

make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

#### ARTICLE IV REST PERIODS

Section 4.1. Rest Periods All employees' work schedules shall provide for rest periods which each Department has traditionally done in the past and will continue to do so.

#### ARTICLE V SUBCONTRACTING

Section 5.1. General Policy It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency.

Section 5.2. Notice of Discussion Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village subcontracts work in a general area, where such subcontracting would result in the loss of any existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the desirability of

subcontracting such work. Such discussion may include, among other items, the availability of bargaining unit employees and equipment, and the relative economic costs.

#### ARTICLE VI MEAL PERIODS

Section 6.1 Meal Periods Employees will be allowed, with the approval of their supervisor, to use alternate work hour schedules. In the event the employer assigns an employee to a nine (9) hour work shift that employee will be granted a minimum unpaid one hour meal period.

All employees shall be granted a minimum thirty (30) minute unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by an employee's immediate supervisor outside the bargaining unit. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal period shall be scheduled at the middle of each shift or regular workday.

Subject to the foregoing conditions, the Employer shall provide an unpaid one-half (1/2) hour meal period to any employee who is requested to, and does, work four (4) hours beyond his regular quitting time. The employee shall be furnished additional unpaid meal periods of one-half (1/2) hour each every eight (8) hours thereafter while he continues to work. In all instances, the employee will buy the meal.

If the employee is requested to and does work through his meal period, the employee will be given a later meal period or equivalent time off during the shift. If the employer schedules the missed meal period in the last thirty (30) minutes of the shift at the employer's option, the employer may allow the employee to leave. If the employer is unable to reschedule the meal period, the employer will pay the employee one and one-half (1 1/2) times the employee's regular hourly rate of pay for the meal time missed.

#### ARTICLE VII HOLIDAYS

Section 7.1. Holidays The following are paid holidays for eligible employees:

New Year's Day

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

Section 7.2. Floating Holidays Effective on and after January 1, 1998, eligible employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a regular day off with pay. Employee requests to utilize floating holidays under this section shall be submitted in advance to the Department Director or his designee for approval and may only be taken in full day increments.

Section 7.3. Holidays on Weekends Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 7.4. Holiday Pay For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked an eligible employee shall receive eight (8) hours holiday pay and one and a half (1-1/2) times his regular straight-time hourly rate for all hours worked.

Section 7.5. Eligibility Requirements In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence or can provide proof of illness or an otherwise acceptable absence is established to the satisfaction of the Village.

Section 7.6. Holiday Hours for Overtime Purposes For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

**Employee Exclusion.** The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled

to work less than forty (40) hours per week.

#### ARTICLE VIII SENIORITY

Section 8.1. Definitions Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service in the bargaining unit as a full-time employee with the Village since the employee's last date of hire.

Section 8.2. Application of Seniority This provision shall govern filling of vacancies in the bargaining unit. In the event there is a permanent vacancy in a bargaining unit classification which the Village desires to fill or in the event the Village creates a new bargaining unit classification, notice of such vacancy shall be posted for five workdays. The Village shall determine qualifications necessary for an employee to hold a bargaining unit position. During the posting period, non-probationary employees may apply for the vacancy on forms supplied by the Village. The Village may also advertise the position and accept applications from persons not employed by the Village.

The Village will select a qualified bidder or applicant based upon qualifications, which shall be determined by the Village based upon factors including, but not limited to, examinations and interviewing. In addition, where qualifications among bidding bargaining unit employees are relatively equal, the senior bidder shall be selected. If, in the judgment of the Village, a non-bargaining unit employee (outside bidder) is demonstrably more qualified than a current Village employee bidding for the vacancy, the Village may hire the outside bidder.

The Village may temporarily fill a vacancy while it is applying the procedure specified under this Section. An employee who is promoted pursuant to the job posting procedure shall observe a trial period on the new job which shall not exceed six months. The Village has the sole discretion to remove the employee during the trial period and in such event the employee shall be returned to his former classification, seniority permitting, or transferred to another classification.

Section 8.3. Termination of Seniority Seniority and the employment relationship will be terminated when an employee:



- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of one (1) year; or
- (d) is discharged for just cause.

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

- 1) is absent for three (3) consecutive working days without notifying the Village;
- 2) is laid off and fails to notify the Village Manager or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;
- 3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

Section 8.4. Probationary Period -- New Employees All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period at its discretion, if a probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

A probationary employee shall not have seniority and may be terminated at the sole discretion of the Village, and such action shall not be subject to the grievance or arbitration procedure of this Agreement and does not require notice. After completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

Section 8.5. Seniority List The Village shall maintain and keep current a seniority roster noting the date of hire and current position by Division and job title and/or classification for all

employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every twelve months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village Manager in writing within fifteen (15) working days after the seniority list is posted. However, the Village may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the Village's attention, but such correction shall not affect in any way any action taken by the Village based upon the original seniority list or result in any liability on the Village's part for any action based on the original seniority list.

Section 8.6. Layoff and Recall Notwithstanding any other provisions contained herein to the contrary, the Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary employees will be laid off in the following order:

- (a) probationary employees; and
- (b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and
- (c) bargaining unit employees regularly working less than forty (40) hours per week; and
- (d) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification and Division and/or

Branch to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. Unless otherwise indicated, employees shall be compensated at the rate applicable to the job classifications to which they are recalled. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and/or Branch and are willing to be recalled to said classification and are available to perform work immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Village Manager or his designee of his intention to return to work within five (5) days after receiving notice of recall. An employee's failure to notify the village of his intention to return to work within five days shall constitute a waiver of the employee's subsequent right to recall, unless otherwise mutually agreed between the Village and the Union. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

An employee whose job is being permanently eliminated or who is laid off in accordance with Section 8.6 may bump the least senior employee in the bargaining unit, provided the employee who is being laid off or whose job is being permanently eliminated has the skill, qualifications and ability in the sole opinion of the Employer essential to perform the job functions of the position of the employee being bumped.

#### **ARTICLE IX SICK LEAVE**

Section 9.1. Purpose Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are

expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee. An employee may use sick leave with pay for absences due to the illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law. Grandchild, grandparent or stepparent, on the same terms upon which the employee is able to use personal sick leave for the employee's own illness or injury.

Employees will make every attempt to schedule medical appointments at the beginning or end of the workday, if he or she cannot, the employee will give his supervisor two (2) weeks' notice and the supervisor will respond in one (1) week.

Section 9.2. Allowance Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section 9.3. Days Earned in Accumulation Employees shall be allowed to accumulate any unused sick time with no maximum accumulation restriction. Sick leave cannot be taken before it is actually earned.

Section 9.4. Rate of Payment Employees shall be paid eight (8) hours at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The Village may require a doctor's slip attesting to an illness of three or more days immediately upon the employee's return from such leave.

Section 9.5. Notification Except as otherwise noted herein notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, but no later than one-half (1/2) hour after the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline. Exceptions to the notification requirements set forth in this section may be made at the discretion of the Village.

Section 9.6. Medical Examination The Village may, at its discretion, require an employee utilizing sick leave to submit at

any time during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense.

Section 9.7. Abuse of Sick Leave Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 9.8. Sick Leave Utilization All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in no less than one (1) hour increments. Whenever sick time off is required for a medical appointment or treatment, the employees are responsible for notifying their supervisor in advance and providing written verification from the doctor of the employee's appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits. In the event an employee becomes ill during the workday, he/she will be entitled to use sick leave in less than one-hour increments.

Section 9.9. Sick Time Buy Back Upon an Employee's retirement, the Village will pay the retired employee the current straight time hourly rate or equivalent for every hour of sick time in excess of four hundred (400) hours, which the employee accrued.

Section 9.10. Annual Sick Leave Buy Back Effective January 1, 2001 and payable after December 31, 2001 amend as follows: The Village, on an annual basis, will pay an employee the current straight time rate hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days	=	3 days sick pay
Seven (7) accrued and unused sick days	=	2 days sick pay
Six (6) accrued and unused sick days	=	1 day sick pay
Five (5) or less accrued and unused sick days	=	0 days sick pay

If an employee elects to exercise this "Annual Sick Leave Buy Back" option only the remaining unused sick days after buy back from that year will accrue towards the employee's buy back upon retirement. The specific procedures for documenting sick leave

usage and making application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Village Manager.

Section 9.11. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

## **ARTICLE X LEAVE OF ABSENCE**

Section 10.1. Application for Leave Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable.

The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 10.2. Military Leave Military leave shall be granted in accordance with applicable law.

Section 10.3. Jury Leave Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. However, employees shall be permitted to retain any jury duty funds specifically designated as reimbursement for travel expenses. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section 10.4. Voting Leave Voting leave shall be granted in accordance with applicable law.

Section 10.5. Bereavement Leave One to three days leave with pay will be granted to an employee, upon approval of the Department Director, for the purposes of attending wakes and funerals of the following members of the employee's family: husband, wife, children, adopted children, mother, father, brothers, sisters, grandparents, grandchildren, step-mothers, step-fathers, step-children, step-brothers, step-sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents-in-law, son-in-law, daughter-in-law.

An employee may be granted permission to use other available leave for additional time needed for funerals that require travel or other hardship, at the Department Director's discretion.

#### Section 10.6. Leave for Illness or Injury

(a) In the event an employee is unable to work by reason of illness or injury, the Village may grant a leave of absence without pay during which time seniority shall not accrue in excess of the first fifteen (15) working days for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work as soon as the illness or injury is known, and thereafter furnish to the Department or Division Head or their designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current illness or a non-job related injury report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness or a non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

#### Section 10.7. Benefits While on Leave

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than 30 days, upon return the Village will place the employee in his or her previous job, seniority permitting; if the leave of absence is for 30 days or more, the employee will be placed in

the first available opening in his job classification and Division and/or Branch or in a lower-rated classification in his Division and/or Branch according to the employee's seniority, where skill and ability to perform the work without additional training is relatively equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 10.8. Non-Employment Elsewhere A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

#### Section 10.9. Personal Leave Days

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave time may be used in one (1) hour increments.

(b) There shall be no accrual or payment for any personal leave day not taken within the calendar year.

Section 10.10. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

### **ARTICLE XI VACATIONS**

Section 11.1. Eligibility and Allowances Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year



of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (EXAMPLE: if an employee begins employment with the Village on July 1, 1988, that employee may earn up to ten (10) days of vacation during his first year of employment, but the employee will not be eligible to utilize those days until the twelve-month period commencing on July 1, 1989). Vacation allowances shall be based upon the following schedule:

<b>Continuous Service</b>	<b>Working Days Length of Vacation Per Year</b>
At least 1 year but less than 5	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the employee's Department or Division Head or their designee.

Section 11.2. Vacation Pay The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Unused vacation time shall be used in accordance with the Village policy for such.

Section 11.3. Emergencies Where a vacation day is needed for emergency reasons, such as unexpected family illness or attendance at an out-of-state funeral in the event of death of an immediate family member (as defined in Section 11.5) in excess of bereavement leave benefits under Section 11.5, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 11.4. Holiday During Vacation Period If a holiday occurs during the calendar week in which an employee takes a vacation, the employee's vacation period shall be extended by the length of such holiday. The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Department or Division Head. Should an emergency arise at the time of vacation all employee vacations may be canceled provided the employees' services are required.

Section 11.5. Vacation Rights in Case of Layoff or Separation Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within thirty (30) days of separation from active employment, or sooner, when practical.

Section 11.6. Part-Time Employee Exclusion The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

## **ARTICLE XII WAGES**

Section 12.1. Wage Schedules Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix A."

This compensation shall be retroactive to May 1, 2019.

The hourly rate of full-time employees in bargaining unit regularly working less than forty (40) hours per week shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay range (top, bottom and intervening steps) for each of the various job classifications is set forth on the applicable wage schedule.

**(a) Step Increases for Existing Employees.** Employees hired into a bargaining unit position before January 1, 2020 ("Existing Employees") shall continue to receive step increases. Once the maximum step is reached, then the employee(s) shall only receive the negotiated annual wage percentage increase as listed below in section (c)(i)-(c)(iv). Existing Employees who transfer or promote to another position are entitled to the appropriate step increases.

**(b) Salary Structure for New Employees.** Employees newly hired

or promoted into a bargaining unit position after January 1, 2020 ("New Employees") shall not receive step increases, but shall receive the annual wage percentage increases listed in sections (c)(i)-(c)(iv) below for the corresponding year. Base salary ranges are as follows:

Title	Minimum - Maximum
Accountant	\$57,000 - \$79,800
Payroll Administrator	\$57,000 - \$79,800
Administrative Coordinator	\$57,000 - \$79,800
Senior Secretary	\$50,948 - \$68,780
Secretary II	\$50,948 - \$68,780
Senior Services Representative (all including Development Services)	\$50,948 - \$68,780
Accounts Payable Coordinator	\$47,615 - \$64,280
Purchasing Coordinator	\$47,615 - \$64,280
Account Technician II	\$44,500 - \$60,075
Services Representative (all including Development Services)	\$44,500 - \$60,075
Receptionist	\$44,500 - \$60,075

***The minimum and maximum base will increase each year beginning in 2020 by the annual wage percentage increase.***

**(c) Annual Wage Increases.** New Employees and qualifying Existing Employees, as outlined in section will receive the following annual increase to wages:

- (i) May 1, 2019 – 1.5%
- (ii) May 1, 2020 – 1.5%
- (iii) May 1, 2021 – 1.5%
- (iv) May 1, 2022 – 1.5%
- (v) May 1, 2023 – 1.5%

**(d) Additional Annual Wage Increases.** New and qualifying Existing Employees will receive the following additional annual increase to wages in consideration for concessions to the form of removal of steps:

- (i) May 1, 2019 – .75%
- (ii) May 1, 2020 – .75%
- (iii) May 1, 2021 – .5%
- (iv) May 1, 2022 – .5%
- (v) May 1, 2023 – .5%

**Section 12.2. Initial Placement on Salary Schedule** The initial placement of a new employee on the salary schedule shall be determined by the Employer based on the employee's prior experience, if any, and market considerations. The step at

which the new employee shall be placed shall be determined by the Employer.

Section 12.3. Pay Upon Promotion/Demotion If an employee is promoted to a higher job classification, said employee shall immediately be placed at the pay step in the higher job classification which is closest to but higher than the pay step the employee was receiving immediately prior to being promoted.

If an employee is demoted to a position within the bargaining unit, or demoted from one bargaining unit position to another, then the employee shall be compensated pursuant to the pay range which applies to his new job classification. The step at which that employee shall be placed under the new pay range shall be determined by the Employer.

Section 12.4. Step Increases "Existing Employees" bargaining unit employees hired into a bargaining unit position before January 1, 2020 shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later), provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. Employees being paid at the last step of their pay range shall not receive a step increase unless and until they are promoted to a higher job classification, in which event they shall again be eligible for step increases provided they are not placed at the last step of the new pay range.

Section 12.5. Pay Period The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown.

Section 12.6. Pay Rates for Higher Skills When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay range, such employee may receive the entrance rate of that position or can be advanced in the higher pay range to a level above his present rate, whichever is higher, while so assigned, subject to approval of the Village Manager or his designee. To qualify for the higher rate of pay, the temporary assignment shall be regular and continuous in character for at least seven (7)

consecutive eight (8) hour working days.

Section 12.7. Longevity Pay This section applies only to those employees hired before November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1, 1997, and subsequent contract years starting on May 1, 1998 and on May 1, 1999. (e.g., An employee who had completed five years of continuous service in a full-time position with the Village as of the employee's last anniversary date of hire observed prior to May 1, 1997 would be eligible for the longevity payment described below commencing on May 1, 1997. Alternatively, an employee who reaches his five year anniversary date following May 1, 1997 and before May 1, 1998 would not be entitled to any monthly longevity payment under this Section until the contract year commencing on May 1, 1998.)

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

Completed Years of Full-Time Service Prior to May 1st

Current 5 - 9	1,000
10 - 14	1,400
15 - 19	1,700
20 +	2,000

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 12.8. Longevity Pay This section applies only to those employees hired after November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the contract year starting on May 1.

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	\$700
15 years	\$900
20 years	\$1,100

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the contract year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 12.9. Shift Differential Effective upon ratification a shift differential of seventy-five cents (\$.75) per hour will be paid to bargaining unit members assigned to a permanent work schedule from 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00a.m.

A Shift differential of seventy-five cents (\$.75) per hour will be paid to employees performing window cashier functions, and Recreation Services Representative positions in the Recreation and Parks Department, for all hours worked when their shift is scheduled hours to be worked after 5:00 p.m. (not to include holdover overtime hours, provided the Village notifies holdover overtime hours), provided the Village notifies the Employee at least 7 days in advance of the change in schedule. In the event the Village fails to provide the employee at least 7 days' notice, the Village will pay the employee one and one-half (1 ½) times his

hourly rate for all hours worked after 5:00 p.m. In the event one and one-half (1½) is paid, no shift differential will be paid.

Section 12.10 Uniform Maintenance Employees assigned to the Police Department shall be required to wear the uniforms deemed necessary in the sole opinion of the Village and the Employer shall provide an annual \$300.00 uniform maintenance payable on May 1st.

### **ARTICLE XIII OVERTIME**

Section 13.1. Rate of Pay All overtime work must be approved in advance by the employee's immediate supervisor. One and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1) Daily. All hours worked by an employee in excess of eight (8.0) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay.

2) Saturday Work. All work performed on Saturday, except as noted below.

3) Sunday Work. All work performed on Sunday, except as noted below.

The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular posted work schedules for a given work week. Such employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) day and will receive (2) times their regular hourly rate of pay for all work performed on the seventh (7th) day of their regular work week.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may

hours be pyramided.

Section 13.2. Distribution Employees will be required to work overtime as assigned. The Village will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified employees in the same job classification and office.

Where the Employer is aware in advance that overtime work will be needed, the Employer will attempt to offer that work to the employee within a Division or Branch and job classification who is qualified to perform the overtime assignment, in accordance with the rotation system described in this paragraph. The initial rotation shall start with the qualified employee in each classification who has the greatest seniority with the Village. A qualified employee who declines proffered overtime work under this section shall not again be entitled to overtime work until his next turn in the rotation. If an employee is determined not to be qualified for the specific overtime work in question, the employee shall not lose his place on the applicable rotation list. The Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtime.

The foregoing rotation provision shall not be applicable where the overtime work is a continuation of the work being performed during the employee's normal hours of work; provided, however, if such overtime amounts to more than two hours, the employee shall revert to the bottom of the applicable rotation list. The rotation procedure described herein will be followed when practicable until the required employees have been selected for overtime work. If the use of the rotation procedure is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer for the overtime work, then the Employer shall assign the overtime as it deems appropriate.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time at his/her option the amount of overtime he/she would have been entitled to if he/she had worked.

#### **ARTICLE XIV DISCIPLINE AND DISCHARGE**

Section 14.1. Discipline The Employer agrees with the



tenets of progressive and corrective discipline. Discipline shall normally include only the following: oral reprimand; written reprimand; suspension; and DISCHARGE.

The Village has the right to discipline, suspend and discharge employees only for just cause (probationary employees without cause).

While just cause is required, nothing in this article shall be deemed to alter or modify the Employer's right to establish or enforce work rules.

Section 14.2 Pre-disciplinary Meeting The Employer shall not discharge any "post-probationary" employee without just cause. Prior to imposing discipline other than an oral or written reprimand, the Employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled immediately preceding or immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the end of his/her shift shall be paid from the end of his shift through the end of his/her hearing at the appropriate rate. An employee whose hearing begins before the start of his/her shift shall be paid from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate.

Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Village Manager prior to implementing the intended disciplinary action, or his designee shall notify the Department Union Representative and meet with the employee involved, and the employee's Department Union Representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Department Union Representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

In the event disciplinary action of five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefore. The measure of discipline and the statement of reasons may be modified but not increased by the village as a result of any grievance

meetings. The previous sentence shall not preclude the Village Manager from initiating additional disciplinary measures if new facts become known.

Reasonable extensions of time shall be given for rebuttal purposes if so requested by either party.

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

#### **ARTICLE XV GRIEVANCE PROCEDURE**

Section 15.1. Definition A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 15.2. Procedure A grievance filed against the Village shall be processed in the following manner, except that grievances on suspensions thirty (30) days or greater and discharges shall be advanced filed at Step 3:

Step 1: An employee who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. The written grievance should specify the provision or provisions of this Agreement which are alleged to have been violated, the factual basis for the alleged violation, and the specific relief requested. All grievances must be presented not later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, then within seven (7) business days after receipt of the supervisor's response in Step 1, it shall be submitted in writing designated as a "grievance" to the department head involved, provided the grievance shall be in writing and signed by the grievant. The written grievance shall contain a statement of all relevant, known facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the basis of such request. The department head shall, in the course of such investigation, may offer to discuss the grievance within seven (7) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant within seven (7) business days following receipt of the grievance or within seven (7) of such a meeting, whichever is later.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and up to two authorized Union representatives (employees or non-employees) within seven (7) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within seven (7) business days following the meeting.

Section 15.3. Arbitration If the grievance other than one involving an oral or written reprimand is not settled at Step 3 and the Union wishes to appeal the grievance, except oral and written reprimands, in Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days after the Village's written answer is provided to the Union at Step 3.

(a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the

arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted within seven (7) calendar days of receipt of the panel. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike first then the parties shall alternately strike names. The person remaining shall be the arbitrator. (The striking process shall occur within fourteen (14) days after receipt of the final panel.)

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and date for the hearing.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall attempt to submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 15.4. Limitations on Authority of Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without

power to make a decision 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 not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. No liability shall accrue against the Employer for a date prior to seven (7) business days after the occurrence of the event giving rise to the grievance or seven (7) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The decision of the arbitrator shall be final and binding.

Section 15.5. Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

If a grievance is not presented within the time limits set forth above, the right to file it shall be considered "waived." If a grievance is settled by mutual agreement or not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered permanently withdrawn. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 15.6. Time Off The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. In addition, if a conference is held between the immediate supervisor and the grievant and/or Union Steward under Step 1 on working time, there shall be no loss of compensation to the grievant and/or Union Steward. The grievant and one Union Steward shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be

considered time worked for compensation purposes except as otherwise specifically provided in this Article.

Section 15.7. Representation Nothing in this Agreement prevents an employee from presenting a written grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at a conference between the employee and the Village concerning the grievance and that any settlement made shall not be inconsistent with the terms of this Agreement.

The Union may file a grievance on behalf of a particular bargaining unit employee in a specific instance, provided such employee has given the Union written authorization to submit the grievance to the Employer on his/her behalf. Upon request, the Union shall provide the Employer with a copy of the employee's authorization.

Section 15.8. Exclusivity of Grievance Procedure The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

## **ARTICLE XVI**

### **NO STRIKE-NO LOCKOUT**

Section 16.1. No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, as the Village in its discretion deems appropriate.

Section 16.2. No Lockout The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 16.3. Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 17.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 16.4. Union Official Responsibility Each employee who holds the position of officer or steward or committeeman 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 Section 17.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section 16.5. Judicial Restraint Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE XVII NONDISCRIMINATION**

Section 17.1. Compliance with Laws Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section 17.2. Americans with Disabilities Act Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act (ADA), or an accommodation of an employee is otherwise contemplated by the employer, the employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this agreement where practicable. Any action which might conflict with the terms of this agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the employer's obligation

under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

## **ARTICLE XVIII HEALTH AND SAFETY**

Section 18.1. Compliance with Laws In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply will subject an employee to discipline up to and including discharge.

Section 18.2. Unsafe Conditions If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor.

Section 18.3. Safety Committee A joint Safety Committee shall be formed by the Village and the Union. The Committee shall consist of not more than three (3) employees representing the Union and not more than an equal number of persons representing the Village. The Committee shall meet on a quarterly basis to review or make recommendations on safety or health conditions and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the joint Safety Committee will be paid by the Village for time spent at such meetings, but only at the straight time regular hourly rate for the hours they would otherwise have worked in their regular work schedule.

## **ARTICLE XIX**

### **JOB RELATED TRAINING AND EDUCATION PROGRAMS**

Section 19.1. Tuition Reimbursement Employees of the Village may enroll in job-related undergraduate college, university or technical school courses or participate in other types of studies on non-work time which will have the effect of



improving their occupational skills. Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester. The Employer retains the discretion to approve or deny any request for tuition reimbursement by an employee. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the employee's department or division head before enrolling in the course;

2. Obtain tuition reimbursement approval from the employee's department/division head and from the Village Manager before enrolling in the course;

3. Successfully complete the course with a grade of "C" or better;

4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and

5. Have been classified as a full-time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

If other funds or grants for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 19.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement An employee who has not

obtained an associate degree or accrued a minimum of sixty (60) semester credit hours shall be required to attend a state supported college or university, an employee not attending a state supported institution prior to obtaining an associate degree or accruing sixty (60) semester credit hours shall be limited to reimbursement up to one hundred and fifty (\$150) dollars per credit hours.

An employee who has obtained an associate degree or equivalent, attending undergraduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred (\$200) dollars a semester credit hours.

An employee who is attending graduate courses at a non- state supported institution, shall be limited to reimbursement up to two hundred and fifty (\$250) dollars a credit hour.

An employee wishing to attend a professional school i.e., law school, medical school, etc. shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

An employee who is currently attending any college, university, or other educational institution at any level and has previously received tuition reimbursement from the Village shall be allowed to continue with full tuition reimbursement until such time when the employee graduates. If an employee eligible for full reimbursement discontinues attending classes for more than two (2) semesters the employee shall no longer be eligible for full reimbursement as specified in this section.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester.

Section 19.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division Director. Overnight stays for training require Village Manager approval. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

## ARTICLE XX INSURANCE

Section 20.1.A. Participation Whereas, the Union has voluntarily elected that, effective January 1, 2012, the Union agrees that individually and as a group, all bargaining unit employees shall opt out and forgo participation in the Village's medical, dental, and vision insurance plans and benefits.

Effective, January 1, 2012 IUOE, Local 399 will be the exclusive administrator of the medical, dental, and vision programs provided to its members under the terms and conditions of IUOE's Health and Welfare Trust. Bargaining unit employees recognize that they will not be entitled to continuation coverage through the Village of Orland Park's employee benefit program upon retirement, disability or termination of employment.

At no time during the term of this agreement will an IUOE bargaining unit employee be eligible to enroll in the medical, dental, and vision programs offered thru the Village of Orland Park's employee benefit program.

Section 20.1.B. Indemnification The Union agrees that it shall defend, indemnify and hold the Village harmless from any and all claims that may arise from the terms and conditions contained in this Section. This indemnification shall survive the termination of this agreement and shall include without limitation any and all claims relating to continuation of coverage upon retirement, disability or termination of employment.

Section 20.1.C. Premium Payment IUOE Local 399 Health and Welfare Trust Fund will invoice the Village of Orland Park on a monthly basis for covered members based on the following rate schedule. Rates are effective from May 1 – April 30 of each year.

The Village of Orland Park shall contribute, effective May 1, 2015, the sum of nine hundred and ten dollars (\$910.00) per month to the Health and Welfare Trust Fund, International Union of Operating Engineers Local 399, for each employee covered under the collective bargaining agreement. Covered employees are those full-time employees regularly working (40) hours a week or more.

The employer shall start paying contribution on the first day

of the month following the date of hire. The employer shall pay a full month contribution for the month in which the employee terminates.

The employer further agrees to be bound by the rules and regulations promulgated by the Trustees of the Health and Welfare Fund. The obligation to make the above payments shall continue during periods when a new collective bargaining agreement is being negotiated; however, payments will not exceed the cap in effect on April 30, 2023 until a new collective bargaining agreement has been reached.

Effective May 1, 2019 and on May 1st of each year thereafter during the term of this Agreement, the Village of Orland Park agrees to pay the rate as established by the Trustees of the Trust Fund, not to exceed the amount set forth below.

**Caps**

Effective May 1, 2019 the annual contribution by the Village will be capped at \$13,308.00

Effective May 1, 2020 the annual contribution by the Village will be capped at \$13,836.00.

Effective May 1, 2021 the annual contribution by the Village will be capped at \$14,388.00.

Effective May 1, 2022 the annual contribution by the Village will be capped at \$14,964.00.

Effective May 1, 2023 the annual contribution by the Village will be capped at \$15,563.00.

If the amount established by the Trustees is greater than the amount specified in the annual cap, the Village shall pay the rate established by the Trustees and subtract the difference from the annual Healthcare Equalizer, as established on January 1st of the following calendar year. For example, if the annualized amount established by the Trustees on May 1, 2019 exceeds \$13,308.00, the amount exceeding the \$13,308.00 is subtracted from the Equalizer due in January 2020. In no event will the Village contribution exceed the cap and the healthcare equalizer.

If the amount established by the Trustees is less than the amount specified in the annual cap, the Village and IUOE shall share in the savings. The Village shall make a lump sum taxable payment to each current active IUOE member on the first pay period in December of each year. This payment will represent a 50% savings split. For example, if the annualized amount established by the Trustees on May 1, 2015 is \$11,232.00 and actual premium expense is \$10,920.00, the difference (\$312.00) shall be divided by two and that amount (\$156.00) will be paid to the active IUOE member on the first payroll in December.

Section 20.1.D. Healthcare Equalizer The Village shall, during the first pay period in January make the taxable healthcare equalizer payment to each IUOE bargaining unit employee actively employed at the time of the payment.

The taxable healthcare equalizer payment will be prorated monthly for new hires. For example a new hire entering the bargaining unit on April 5, 2019 will receive eight twelfths of the equalizer amount on the first payroll of the month following their start date.

Year	Amount
2019	\$2,700
2020	\$2,700
2021	\$2,700
2022	\$2,700
2023	\$2,700

20.1.E. Return to Village Insurance Coverage Upon expiration of this agreement, should the parties agree to allow bargaining unit employees to return to the Village medical, dental, and vision plans, said return must apply to all bargaining unit employees as a group. In the event of such agreement, the Village shall have no obligation to pay for or to provide medical, dental, or vision insurance to employees who decide to not come back onto the Village plans. If such return occurs, the parties agree that bargaining unit employees will be eligible to enroll in the medical, dental, and vision plans available subject to the same terms and conditions of the non-union employee plans, as may be modified from time to time by the Village.

Should during the term of this agreement, the IUOE Health and Welfare Trust cease to exist and post COBRA continuation, bargaining unit employees shall be eligible to enroll in the Village medical, dental, and vision plans in place at that time and subject to the same conditions and terms of the non-union employee plans, as may be modified from time to time by the Village.

20.1.F. Other Benefits Employees shall be eligible to participate in the other employee benefit programs offered to full-time non-union employees of the Village of Orland Park for example; flexible spending account and employee wellness programs, to the extent these programs continue to be offered to full-time Village of Orland Park employees and subject to the same conditions and terms of the non-union employee plans, as may be modified from time to time by the Village.

Section 20.2. Life Insurance The Employer shall provide, at no cost to the full-time employee, life insurance coverage equal to two times one (1) year's current annual base salary of an employee with a maximum coverage of \$150,000.00. The coverage limitation for an employee's spouse is \$2,000.00. The coverage limitation for an employee's child is \$1,000.00. Part-time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

Section 20.3. Terms of Insurance Policies to Govern The extent of coverage under any insurance policies and/or benefit plan descriptions referred to in this Agreement shall be governed by the terms and conditions set forth in said policies and/or plan descriptions. Any questions or disputes concerning said insurance policies and/or plan descriptions or benefits in shall be resolved in accordance with the terms and conditions set forth in said policies and/or plan descriptions and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 20.4. Right to Change Insurance Carriers The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage.

#### **ARTICLE XXI SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, the Village and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article XVI, No Strike-No Lockout, shall remain in full force and effect.

#### **ARTICLE XXII DRUG TESTING**

Section 22.1. Drug Testing The Employer and the Union agree to be bound by the provisions of the Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-DOT Regulated Employees (Appendix C) and the Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees Covered Under the Federal Transit Administration (Appendix D).

#### **ARTICLE XXIII**

##### **SHORT TERM DISABILITY PROVISION**

Subject to the provisions of Article X (Leaves of Absence), an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described herein.

If an employee is eligible for an unpaid leave of absence under Section 10.6, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible

to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XX. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 10.6 of the current collective bargaining agreement shall be entitled to receive such short-term disability benefits for a period of up to 26 weeks per disability.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

(a) make application for such benefits in such manner as the Employer and/or Short-term disability administrator may hereafter designate;

(b) periodically provide the Employer and/or Short-term disability administrator with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;

(c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;

(d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and

(e) cooperate with the Employer and/or Short-term disability administrator with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer and/or Short-term disability administrator which may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said



employee shall cease to be entitled to receive any further benefits. The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described herein. If the Employer elects to secure insurance to provide any or all of the benefits described herein, then the cost of any such insurance shall be borne exclusively by the Employer.

In accordance with Section 10.10 of the Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer.

#### **ARTICLE XXIV**

##### **FAMILY AND MEDICAL LEAVE**

Section 24.1 Family Medical Leave Parties will comply with the Family and Medical Leave Act pursuant to the Village's Family and Medical Leave Policy contained in the Village's Employee Manual, as amended from time to time.

Any dispute arising from the application or interpretation of the Family and Medical Leave Act will be processed through the appropriate government agency and not through the Grievance and Arbitration procedures set forth herein.

#### **ARTICLE XXV**

##### **ENTIRE AGREEMENT**

Section 25.1. Entire Agreement This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this

Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement.

#### **ARTICLE XXVI TERMINATION**

This Agreement shall be effective as of May 1, 2019 and shall remain in full force and effect until 11:59 p.m. on the last day of April 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in written form at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

**SIGNED:**

**INTERNATION UNION OF OPERATING  
ENGINEERS, LOCAL 399**

BY: \_\_\_\_\_

ITS: BUSINESS MANAGER

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: RECORDING SECRETARY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: UNION SPOKESPERSON

DATE: \_\_\_\_\_

**SIGNED:**

**VILLAGE OF ORLAND PARK**

BY: \_\_\_\_\_

ITS: MAYOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: VILLAGE CLERK

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: VILLAGE MANAGER

DATE: \_\_\_\_\_

IUOE, Local 399 Wage Schedule 5/1/2019 - 4/30/2024  
 For Existing Employees in the Bargaining Unit Prior to January 1, 2020

APPENDIX A

Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Receptionist</b>	405	45	\$35,588.80	\$37,273.60	\$39,000.00	\$40,872.00	\$42,827.20	\$44,886.40	\$49,129.60
			\$17.11	\$17.92	\$18.75	\$19.65	\$20.59	\$21.58	\$23.62
First May 1 After Step 7 is Reached	405a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$50,232.00	\$51,355.20	\$52,374.40	\$53,414.40	\$54,475.20		
			\$24.15	\$24.69	\$25.18	\$25.68	\$26.19		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Recreation Services Representative</b>	410	46	\$43,409.60	\$45,427.20	\$47,548.80	\$49,795.20	\$52,124.80	\$54,579.20	\$59,238.40
<b>PW Services Representative</b>	410	46	\$20.87	\$21.84	\$22.86	\$23.94	\$25.06	\$26.24	\$28.48
<b>Police Services Representative</b>	410	46							
First May 1 After Step 7 is Reached	410a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$60,569.60	\$61,942.40	\$63,190.40	\$64,459.20	\$65,748.80		
			\$29.12	\$29.78	\$30.38	\$30.99	\$31.61		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Account Technician I</b>	415	7	\$43,513.60	\$45,593.60	\$47,798.40	\$50,107.20	\$52,499.20	\$55,057.60	\$59,800.00
			\$20.92	\$21.92	\$22.98	\$24.09	\$25.24	\$26.47	\$28.75
First May 1 After Step 7 is Reached	415a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$61,152.00	\$62,524.80	\$63,772.80	\$65,041.60	\$66,352.00		
			\$29.40	\$30.06	\$30.66	\$31.27	\$31.90		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Secretary I</b>	420	161	\$46,675.20	\$48,900.80	\$51,188.80	\$53,601.60	\$56,139.20	\$58,822.40	\$63,648.00
<b>Development Services Representative</b>	420	79	\$22.44	\$23.51	\$24.61	\$25.77	\$26.99	\$28.28	\$30.60
First May 1 After Step 7 is Reached	420a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$65,083.20	\$66,539.20	\$67,870.40	\$69,222.40	\$70,616.00		
			\$31.29	\$31.99	\$32.63	\$33.28	\$33.95		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Account Technician II</b>	425	8	\$46,155.20	\$48,360.00	\$50,689.60	\$53,144.00	\$55,702.40	\$58,406.40	\$63,294.40
<b>Sr. Recreation Services Representative</b>	425	222	\$22.19	\$23.25	\$24.37	\$25.55	\$26.78	\$28.08	\$30.43
<b>Sr. PW Services Representative</b>	425	222							
First May 1 After Step 7 is Reached	425a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$64,708.80	\$66,164.80	\$67,496.00	\$68,848.00	\$70,220.80		
			\$31.11	\$31.81	\$32.45	\$33.10	\$33.76		

Year after Step 7 Reached	
5/1/2019	2.25%
5/1/2020	2.25%
5/1/2021	2.00%
5/1/2022	2.00%
5/1/2023	2.00%

IUOE, Local 399 Wage Schedule 5/1/2019 - 4/30/2024  
 For Existing Employees in the Bargaining Unit Prior to January 1, 2020

Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Secretary II</b>	430	162	\$49,712.00	\$52,124.80	\$54,641.60	\$57,283.20	\$60,049.60	\$62,982.40	\$68,078.40
			\$23.90	\$25.06	\$26.27	\$27.54	\$28.87	\$30.28	\$32.73
First May 1 After Step 7 is Reached	430a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$69,617.60	\$71,177.60	\$72,592.00	\$74,048.00	\$75,524.80		
			\$33.47	\$34.22	\$34.90	\$35.60	\$36.31		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Senior Development Services Representative</b>	432	80	\$50,544.00	\$53,019.20	\$55,556.80	\$58,260.80	\$61,110.40	\$64,084.80	\$69,264.00
<b>Senior Account Technician</b>		not in use	\$24.30	\$25.49	\$26.71	\$28.01	\$29.38	\$30.81	\$33.30
First May 1 After Step 7 is Reached	432a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$70,824.00	\$72,425.60	\$73,881.60	\$75,358.40	\$76,856.00		
			\$34.05	\$34.82	\$35.52	\$36.23	\$36.95		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Senior Secretary</b>	435	83	\$50,731.20	\$53,185.60	\$55,744.00	\$58,448.00	\$61,276.80	\$64,292.80	\$71,281.60
			\$24.39	\$25.57	\$26.80	\$28.10	\$29.46	\$30.91	\$34.27
First May 1 After Step 7 is Reached	435a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$72,883.20	\$74,526.40	\$76,024.00	\$77,542.40	\$79,102.40		
			\$35.04	\$35.83	\$36.55	\$37.28	\$38.03		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Administrative Coordinator</b>	440	87	\$58,115.20	\$60,944.00	\$63,897.60	\$66,996.80	\$70,262.40	\$73,673.60	\$79,331.20
			\$27.94	\$29.30	\$30.72	\$32.21	\$33.78	\$35.42	\$38.14
First May 1 After Step 7 is Reached	440a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$81,120.00	\$82,950.40	\$84,614.40	\$86,299.20	\$88,025.60		
			\$39.00	\$39.88	\$40.68	\$41.49	\$42.32		
Position Title	Grade	Position #	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Accountant</b>	445	24	\$58,926.40	\$61,838.40	\$64,875.20	\$68,078.40	\$71,448.00	\$74,984.00	\$80,766.40
<b>Accounts Payable Coordinator</b>	445	20	\$28.33	\$29.73	\$31.19	\$32.73	\$34.35	\$36.05	\$38.83
<b>Payroll Administrator</b>	445	23							
<b>Purchasing Coordinator</b>	445	239							
First May 1 After Step 7 is Reached	445a		<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>5/1/2022</b>	<b>5/1/2023</b>		
			\$82,576.00	\$84,427.20	\$86,112.00	\$87,838.40	\$89,585.60		
			\$39.70	\$40.59	\$41.40	\$42.23	\$43.07		

IUOE 5/1/2019 - 4/30/2024  
Section 12.2 Salary Structure for New Employees  
w/ Annual Wage Increases

	5/1/2019 -4/30/2020 New Range Upon Ratification		5/1/2020-4/30/2021 2.25%		5/1/2021-4/30/2022 2.00%		5/1/2022-4/30/2023 2.00%		5/1/2023-4/30/2024 2.00%	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Accountant	\$57,000.00	\$79,800.00	\$58,282.50	\$81,595.50	\$59,448.15	\$83,227.41	\$60,637.11	\$84,891.96	\$61,849.86	\$86,589.80
Payroll Administrator	\$57,000.00	\$79,800.00	\$58,282.50	\$81,595.50	\$59,448.15	\$83,227.41	\$60,637.11	\$84,891.96	\$61,849.86	\$86,589.80
Administrative Coordinator	\$57,000.00	\$79,800.00	\$58,282.50	\$81,595.50	\$59,448.15	\$83,227.41	\$60,637.11	\$84,891.96	\$61,849.86	\$86,589.80
Senior Secretary	\$50,948.00	\$68,780.00	\$52,094.33	\$70,327.55	\$53,136.22	\$71,734.10	\$54,198.94	\$73,168.78	\$55,282.92	\$74,632.16
Secretary II	\$50,948.00	\$68,780.00	\$52,094.33	\$70,327.55	\$53,136.22	\$71,734.10	\$54,198.94	\$73,168.78	\$55,282.92	\$74,632.16
Senior Services Representative (All including DS)	\$50,948.00	\$68,780.00	\$52,094.33	\$70,327.55	\$53,136.22	\$71,734.10	\$54,198.94	\$73,168.78	\$55,282.92	\$74,632.16
Accounts Payable Coordinator	\$47,615.00	\$64,280.00	\$48,686.34	\$65,726.30	\$49,660.06	\$67,040.83	\$50,653.27	\$68,381.64	\$51,666.33	\$69,749.28
Purchasing Coordinator	\$47,615.00	\$64,280.00	\$48,686.34	\$65,726.30	\$49,660.06	\$67,040.83	\$50,653.27	\$68,381.64	\$51,666.33	\$69,749.28
Account Technician II	\$44,500.00	\$60,075.00	\$45,501.25	\$61,426.69	\$46,411.28	\$62,655.22	\$47,339.50	\$63,908.33	\$48,286.29	\$65,186.49
Services Representatives (all including DS)	\$44,500.00	\$60,075.00	\$45,501.25	\$61,426.69	\$46,411.28	\$62,655.22	\$47,339.50	\$63,908.33	\$48,286.29	\$65,186.49
Receptionist	\$44,500.00	\$60,075.00	\$45,501.25	\$61,426.69	\$46,411.28	\$62,655.22	\$47,339.50	\$63,908.33	\$48,286.29	\$65,186.49

**CHECKOFF AUTHORIZATION**

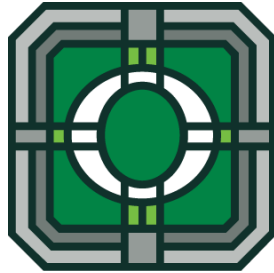
I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the Union of Operating Engineers Local 399, and to remit said amounts directly to the Union on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or such shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

D&A POLICY FOR NON-DOT REGULATED EMPLOYEES





**VILLAGE OF ORLAND PARK  
DRUG AND ALCOHOL POLICY  
AND TESTING PROGRAM  
FOR NON-DOT REGULATED  
EMPLOYEES**

Effective: January 01, 2020

**VILLAGE OF ORLAND PARK  
DRUG AND ALCOHOL POLICY AND TESTING PROGRAM  
FOR NON-DOT REGULATED POSITIONS**

**TABLE OF CONTENTS**

I.	OVERVIEW.....	1
	A.    Statement of Purpose.....	1
	B.    Employee and Management Responsibilities.....	2
II.	PERSONS SUBJECT TO TESTING.....	2
III.	POLICY COMMUNICATION AND TRAINING.....	3
	A.    Employees .....	3
	B.    Supervisory Employees .....	3
IV.	EMPLOYEE ASSISTANCE.....	3
	A.    Employee Assistance Program .....	3
	B.    Employee Admission of Alcohol/Drug Use.....	4
V.	PROHIBITED CONDUCT .....	4
	A.    Alcohol .....	4
	B.    Drugs .....	5
	C.    Conduct that Constitutes a Refusal to Test.....	6
VI.	TESTING CIRCUMSTANCES.....	8
	A.    Pre-Employment Testing.....	8
	B.    Reasonable Suspicion Testing.....	8
	C.    Return-to-Duty Testing.....	9
	D.    Follow-Up Testing.....	9
VII.	TESTING AND REPORTING PROCEDURES .....	9
VIII.	CONSEQUENCES FOR VIOLATING ALCOHOL OR DRUG PROHIBITIONS.....	9
	A.    Applicants for Employment.....	9
	B.    Employees .....	10

IX. CONFIDENTIALITY AND RECORDKEEPING ..... 10

APPENDICES

APPENDIX A: DEFINITIONS  
APPENDIX B: CONDITION OF EMPLOYEE REPORT

## **I. OVERVIEW**

### **A. Statement of Purpose**

The Village of Orland Park (the “Village”) is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village’s employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In documents titled “Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Transit Administration” (“FTA Policy”), and “Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Motor Carrier Safety Administration” (“FMCSA Policy”), the Village set forth drug and alcohol policy and testing programs developed to comply with the requirements of federal laws and regulations promulgated by the Federal Transit Administration (“FTA”), the Federal Motor Carrier Safety Administration (“FMCSA”), and the Department of Transportation (“DOT”). As required by the FTA, the FMCSA, and the DOT, the FTA and FMCSA Policies are limited in their application to only those employees of the Village engaged in the performance of safety-sensitive functions as defined under the applicable federal administration. This document sets forth the drug and alcohol policy and testing program mandated by the Village, but not required by the FTA, the FMCSA, or the DOT for employees of the Village.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this

document is intended to be read consistent with and subject to any applicable law, regulation, or applicable collective bargaining agreement presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective January 1, 2020 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

**B. Employee and Management Responsibilities**

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resource Director (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resource Director may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of a lawful, unlawful or unlawfully used controlled substance; or has violated any other provision of this Policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

**II. PERSONS SUBJECT TO TESTING**

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All non-DOT regulated full time, part time, seasonal, and temporary employees of the Village.
- Applicants for non-DOT regulated positions of employment with the Village.

### **III. POLICY COMMUNICATION AND TRAINING**

#### **A. Employees**

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and
2. Informational material concerning:
  - The effects of alcohol and controlled substances use on an individual's health, work, and personal life; and
  - Signs and symptoms of an alcohol or a controlled substances problem.

#### **B. Supervisory Employees**

All supervisory employees shall receive training on alcohol misuse and controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substances problem is suspected.

### **IV. EMPLOYEE ASSISTANCE**

#### **A. Employee Assistance Program**

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP"). The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is available in the Human Resources Department. Any questions regarding the Village's EAP should be referred to the Human Resources department.

**B. Employee Admission of Alcohol/Drug Use**

The Village has established a voluntary self-identification program that allows employees to admit to alcohol misuse or controlled substances use without being subject to disciplinary action.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resources Director. Once an employee has made a voluntary admission of alcohol or drug misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program, an employee:

- May not self-identify in order to avoid testing under this policy.
- Will be removed from service until:
  - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;
  - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and
  - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resource Director (or a designated representative).

**V. PROHIBITED CONDUCT**

**A. Alcohol**

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a covered employee has consumed alcohol during the work day or within four hours of beginning the work day, shall permit the employee to work or continue to work.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform any job related duties. Nor shall a Village supervisory person permit the employee to perform or continue to perform any job related duties until: the start of the employee's next scheduled work day; and the employee's alcohol concentration measures less than 0.02 as determined by a return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Prohibitions

The use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly permit an employee to work who is under the influence of alcohol.

4. Pre-Duty Use

All persons covered by this policy are advised against the use of alcohol within four (4) hours prior to reporting for work.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol until he/she undergoes a post-accident test. Such a test shall be conducted no later than eight (8) hours after the accident occurs.

**B. Drugs**

The unlawful use, manufacture, distribution, dispensing, or possession of any illegal drugs or associated paraphernalia by any Village employee at any time is prohibited. The use, manufacture, distribution, dispensing, or possession of a controlled substance, including cannabis or marijuana, by any Village employee at any time while on Village property or on duty is prohibited. The use of cannabis while "on-call" or in any manner that would cause impairment while on duty, and use or possession in the workplace any time during the work day, including meal and break



periods, is prohibited. No employee shall knowingly permit an employee to work who is under the influence of a lawful, unlawful or unlawfully used controlled substance.

Marijuana and cannabis are controlled substances and illegal “drugs” as defined by federal law. As a recipient of federal funds, the Village is required to enforce a drug-free workplace policy consistent with federal law. Further, some employees are subject to the federal Gun Control Act which prohibits drug users from possessing firearms or ammunition, with drugs to be as defined by federal law. Therefore, employees covered by this policy shall continue to be prohibited from possessing or using marijuana or cannabis in any form, on or off duty, if such possession or use would violate any federal law or regulation or cause the Village to lose a federal or State contract or funding, even though Illinois law may permit certain individuals to possess and use cannabis.

Village-mandated drug testing will be performed to detect for the presence of the following five (5) substances: marijuana; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR Part 40.87.

Pre-employment testing for positions that are not subject to the federal requirements will be performed to detect for the presence of the following four (4) substances; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these four (4) drugs are provided in 49 CFR Part 40.87.

Prescribed Medication: An employee taking over-the counter or prescribed medication must be aware of any effect the medication may have on the performance of their duties. The employee must inform his/her physician of his/her job duties in order to make certain that the drug does not affect or interfere with the employee’s safe and effective performance of his/her job duties. An employee must promptly report to Human Resources the use of any medication which has or may have any adverse effect on his or her ability to safely and effectively perform his or her essential job duties.

**C. Conduct that Constitutes a Refusal to Test**

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, after being directed to do so by the Village.

- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required.
- Failure or declining to take a second test the Village or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process.
- An adulterated or substituted test result verified by a Medical Review Officer (“MRO”).

## **VI. TESTING CIRCUMSTANCES**

Subject to any applicable collective bargaining agreement, employees are required to submit to drug and/or alcohol testing under the following circumstances.

### **A. Pre-Employment Testing**

No applicant for employment will be hired into a position of employment at the Village unless the applicant submits to and passes a pre-employment drug test subsequent to an offer of employment. Additionally, any employee who has not performed work for the Village for six (6) or more consecutive calendar months shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the applicant shall be required to submit to and pass another test.

### **B. Reasonable Suspicion Testing**

The Village has the sole discretion to decide when and under what circumstances an employee is fit to work. Testing on the basis of reasonable suspicion may include, but is not limited to: 1) observation of an employee acting or appearing in a manner which suggests drug or alcohol use, such as, behavior appearance, judgment, coordination, job performance and/or other conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, emotional outbursts, substantial mood changes, the smell of alcohol on an employee's breath, etc.; 2) instances where the Village observes or receives credible information that the employee is using or has symptoms of drugs and/or alcohol use; and/or 3) other facts which support a reasonable belief that the employee is using or has symptoms of drugs and /or alcohol use in violation of this policy.

All employees covered by this policy shall submit to drug and alcohol tests when the Village has reasonable suspicion. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. Any manager or supervisor who observes such characteristics or behavior must immediately notify Human Resources, make the required observations and complete a Condition of Employee Report.

Once the determination that reasonable suspicion exists, under no circumstances will an employee be allowed back to work until he or she has a negative drug and/or alcohol test.

The Village shall require the employee to be escorted by a supervisory employee directly to and from the collection site for drug and/or alcohol testing. Subsequent to the testing, the employee will need to make arrangements to be taken home.

Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

In all cases where an employee is required to submit to a “reasonable suspicion” drug and alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative. Any employee for whom a determination of reasonable suspicion has been made shall be afforded a reasonable opportunity to contest that determination.

**C. Return-to-Duty Testing**

Any employee permitted to return to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use will be required to be evaluated by a substance abuse counselor, submit to any recommended treatment and/or education program, obtain a release to return to work from the substance abuse counselor, and complete a return-to-duty test with a negative test result. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

**D. Follow-Up Testing**

An employee who has returned to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use may be subject to follow-up drug and alcohol testing at times and frequencies determined by the substance abuse counselor.

**VII. TESTING AND REPORTING PROCEDURES**

The Village’s testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*.

**VIII. CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS**

**A. Applicants for Employment**

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a test will be disqualified from consideration for employment with the Village.

**B. Employees**

Whenever the results of any test administered under this policy are positive, the employee shall be removed from service immediately for further disposition consistent with the provisions of this policy.

Any covered employee who violates any provision of this policy will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement.) Any employee who is determined to be in violation of this policy or to be impaired by alcohol, cannabis or any other substance, while at work or on duty, will be afforded a reasonable opportunity to contest the finding that he or she was impaired or under the influence or otherwise in violation of this policy.

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing policy will be required to be evaluated by a substance abuse counselor. Continued employment and/or reinstatement will be conditional based on: cooperation with the counselor; successful participation in any prescribed counseling, treatment or aftercare, which may include follow-up drug and/or alcohol tests and other appropriate conditions; the Village's receipt of a release to return to work from the substance abuse counselor; and completion of a return to duty test with a negative test result.

**IX. CONFIDENTIALITY AND RECORDKEEPING**

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, and MRO will be held to strict confidentiality requirements.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

## **Appendix A. Definitions**

### **Alcohol Concentration (or content)**

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

### **Drugs**

“Drugs” or “controlled substances” shall include, but not be limited to any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et seq.); or, any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse; and any look-alike substance, designer drugs or any substance, such as glue, which may not be listed in the Controlled Substances Act but which may have adverse effects on perception, judgment, alertness, memory, or coordination.

### **Disabling damage**

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
  - (a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (b) Tire disablement without other damage even if no spare tire is available.
  - (c) Headlight or taillight damage.
  - (d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

### **Safety-Sensitive Function**

- (1) For positions covered under the Federal Motor Carrier Safety Administration (FMCSA) regulations, a safety sensitive function applies to employees who hold a commercial driver’s license (“CDL”) and operate a commercial motor vehicle for the Village and means all time from the time a driver begins to work or is required to be in readiness to

work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (a) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
  - (b) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
  - (c) All time spent at the driving controls of a commercial motor vehicle in operation;
  - (d) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);
  - (e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
  - (f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- (2) For positions covered under the Federal Transit Administration (FTA) regulations, a "safety-sensitive function" means any of the following duties:
- (a) Operating a revenue service vehicle (including when not in revenue service).
  - (b) Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
  - (c) Controlling dispatch or movement of a revenue service vehicle.
  - (d) Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
  - (e) Carrying a firearm for security purposes.

### **Substance Abuse Counselor**

An individual licensed or certified to provide counseling for alcohol or drug abuse. Other titles include, but are not limited to, substance abuse professional, employee assistance professional, and drug and alcohol abuse evaluation expert.

**Appendix B. Condition of Employee Report**

Name of Observed Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Observation Date/Day of Week: \_\_\_\_\_ / \_\_\_\_\_

Time Relieved of Duty: \_\_\_\_\_

Location Relieved of Duty: \_\_\_\_\_

**APPEARANCE:**

Glassy Eyes            Yes \_\_\_ No \_\_\_  
Blank Stare            Yes \_\_\_ No \_\_\_  
Bloodshot eyes        Yes \_\_\_ No \_\_\_  
Flushed face           Yes \_\_\_ No \_\_\_  
Alcohol smell         Yes \_\_\_ No \_\_\_  
Marijuana smell       Yes \_\_\_ No \_\_\_  
Altered appearance   Yes \_\_\_ No \_\_\_

**BEHAVIOR:**

Slurred speech        Yes \_\_\_ No \_\_\_  
Confused speech      Yes \_\_\_ No \_\_\_  
Staggering            Yes \_\_\_ No \_\_\_  
Poor coordination     Yes \_\_\_ No \_\_\_  
Tremors/shakes       Yes \_\_\_ No \_\_\_  
Confused              Yes \_\_\_ No \_\_\_  
Disoriented            Yes \_\_\_ No \_\_\_  
Drowsiness            Yes \_\_\_ No \_\_\_  
Sleeping                Yes \_\_\_ No \_\_\_  
Hearing things        Yes \_\_\_ No \_\_\_  
Seeing things         Yes \_\_\_ No \_\_\_  
Blackouts              Yes \_\_\_ No \_\_\_

**MOOD:**

Mood changes        Yes \_\_\_ No \_\_\_  
Isolating              Yes \_\_\_ No \_\_\_  
Nervousness         Yes \_\_\_ No \_\_\_  
Belligerent            Yes \_\_\_ No \_\_\_  
Aggressive            Yes \_\_\_ No \_\_\_  
Unusually quiet      Yes \_\_\_ No \_\_\_  
Unusually talkative   Yes \_\_\_ No \_\_\_

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Did employee provide reason(s) for his/her physical conditions? If so, provide reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was employee directed to take a breath and urinalysis test?    Yes \_\_\_ No \_\_\_

Did employee refuse to undergo the breath and urinalysis test?    Yes \_\_\_ No \_\_\_

Was employee informed of the consequences for refusing the test?    Yes \_\_\_ No \_\_\_

Name of supervisor: \_\_\_\_\_

Signature of supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of additional supervisor: \_\_\_\_\_

Signature of additional supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Observation by a second supervisor is recommend but not required.



**APPENDIX D**

**D&A POLICY FOR SAFETY SENSITIVE EMPLOYEES COVERED UNDER THE FTA**

**VILLAGE OF ORLAND PARK  
DRUG AND ALCOHOL POLICY  
AND TESTING PROGRAM  
FOR SAFETY SENSITIVE  
EMPLOYEES COVERED UNDER  
THE FEDERAL TRANSIT  
ADMINISTRATION**

Effective May 1, 2008

**VILLAGE OF ORLAND PARK  
DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR  
SAFETY SENSITIVE EMPLOYEES COVERED UNDER THE  
FEDERAL TRANSIT ADMINISTRATION**

**TABLE OF CONTENTS**

I.	OVERVIEW .....	1
	A. Statement of Purpose .....	1
	B. Employee and Management Responsibilities .....	2
II.	PERSONS SUBJECT TO TESTING .....	2
III.	POLICY COMMUNICATION AND TRAINING .....	3
	A. Employees .....	3
	B. Supervisory Employees .....	4
IV.	EMPLOYEE ASSISTANCE .....	4
	A. Employee Assistance Program .....	4
	B. Employee Admission of Alcohol/Drug Use .....	4
V.	PROHIBITED CONDUCT .....	5
	A. Alcohol .....	5
	B. Drugs .....	7
	C. Conduct that Constitutes a Refusal to Test .....	7
VI.	TESTING CIRCUMSTANCES .....	8
	A. Pre-Employment Testing .....	8
	B. Post-Accident Testing .....	9
	C. Random Testing .....	10
	D. Reasonable Suspicion Testing .....	11
	E. Return-to-Duty Testing .....	12
	F. Follow-Up Testing .....	12
	G. Other Village-Mandated Testing Circumstances .....	12
VII.	TESTING AND REPORTING PROCEDURES .....	13
	A. Alcohol Testing and Reporting .....	13
	B. Drug Testing and Reporting .....	14

VIII. CONSEQUENCES FOR VIOLATING DRUG AND ALCOHOL PROHIBITIONS.....16

    A. Applicants .....16

    B. Employees.....16

IX. CONFIDENTIALITY AND RECORDKEEPING.....16

APPENDICES

APPENDIX A: DEFINITIONS

APPENDIX B: CATEGORIES OF EMPLOYEES SUBJECT TO TESTING

APPENDIX C: CONDITION OF EMPLOYEE REPORT

## **I. OVERVIEW**

### **A. Statement of Purpose**

The Village of Orland Park (the “Village”) is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village’s employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

This policy also is intended to comply with all applicable federal regulations governing workplace drug and alcohol testing programs in the transit industry, including those regulations issued by the U.S. Department of Transportation (“DOT”), 49 CFR Part 40, and the Federal Transit Administration (“FTA”), 49 CFR Part 655, which mandate drug and alcohol testing for employees working in safety-sensitive positions as defined under the FTA, and describe the testing procedures to be followed.

This document sets forth the drug and alcohol policy and testing program (the “Policy”) of the Village for employees in safety-sensitive positions. It was developed to comply with the requirements of all applicable federal laws and to identify all of those instances when a Village safety-sensitive employee will be subject to drug and/or alcohol testing.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law, regulation, or applicable collective bargaining agreement

presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected. Where applicable, the document sets forth those policies and procedures that are Village-mandated and not required by the FTA.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective May 1, 2008 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

**B. Employee and Management Responsibilities**

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resources Director (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resources Director may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

**II. PERSONS SUBJECT TO TESTING**

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy:

- All full time, part time, seasonal, and temporary employees of the Village engaged in the performance of safety-sensitive functions; and
- Applicants for or transfers into positions of employment with the Village involving the performance of safety-sensitive functions.

For purposes of this policy, a "safety-sensitive function" is defined as:

- Operating a revenue service vehicle (including when not in revenue service).
- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded.

All Village positions and their duties have been reviewed. Attached to this policy as Appendix B is a list of the safety-sensitive position titles identifying the persons subject to drug and alcohol testing based on this review. Every employee of the Village who performs a safety-sensitive function must participate in this program as a condition of employment.

### **III. POLICY COMMUNICATION AND TRAINING**

#### **A. Employees**

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and
2. Informational material and at least 60 minutes of training concerning:
  - The effects of alcohol and controlled substances use on an individual's health, work, and personal life;
  - Signs and symptoms of an alcohol or a controlled substances problem (the employee's or a co-worker's); and
  - Available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program or referral to management. The method mandated by the Village is for employees to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy.

Additionally, the Village will make copies of 49 CFR Parts 40 and 655 readily available upon request of any employee subject under this policy.

**B. Supervisory Employees**

All persons designated to supervise covered employees shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo testing under the FTA regulations. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substance problem is suspected.

**IV. EMPLOYEE ASSISTANCE**

**A. Employee Assistance Program**

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP") offered through Metropolitan Family Services. The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is contained in the Employee Manual. Any questions regarding the Village's EAP should be referred to the Village's Human Resources Director (or a designated representative).

**B. Employee Admission of Alcohol/Drug Use**

Separate from the FTA regulations, the Village has established a voluntary self-identification program that allows employees to admit to alcohol misuse or controlled substances use without being subject to the referral, evaluation, and treatment requirements of the FTA and DOT regulations.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resources Director. Once an employee has made a voluntary admission of alcohol misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then



will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program, an employee:

- May not self-identify in order to avoid testing under this policy.
- Must make the admission of alcohol misuse or drug use prior to performing a safety-sensitive function.
- Is prohibited from performing a safety-sensitive function until:
  - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;
  - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and
  - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a Village-mandated return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resources Director (or a designated representative).

**V. PROHIBITED CONDUCT**

**A. Alcohol**

**1. Alcohol Concentration**

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions. Nor shall a Village supervisory person permit the employee to perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test. Additionally, separate from the FTA testing regulations, the Village will only permit the employee to return to work if the employee's alcohol concentration measures less than 0.02 as determined by a Village-mandated return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Use

All persons covered by this policy are prohibited from using alcohol while performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions shall permit the employee to perform or continue to perform safety-sensitive functions.

4. Pre-Duty Use

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employee to perform or continue to perform safety-sensitive functions.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.

6. Village Prohibitions

Separate from FTA testing regulations, the use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of alcohol.

**B. Drugs**

1. FTA Prohibitions

Pursuant to the FTA regulations, all persons covered by this policy are prohibited at all times from using any of the following five (5) substances: Marijuana (THC), Cocaine, Amphetamines, Phencyclidine (PCP), and Opiates. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR 40.87. Covered employees may be tested for these drugs at any time while on duty under the circumstances outlined in Section VI.

No Village supervisory employee having actual knowledge that a covered employee has used a controlled substance shall permit the employee to perform or continue to perform a safety-sensitive function.

2. Village Prohibitions

Separate from the FTA testing regulations, the unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance<sup>i</sup> or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

**C. Conduct that Constitutes a Refusal to Test**

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, consistent with applicable FTA regulations, after being directed to do so by the Village. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before

---

<sup>i</sup> This includes the drugs and other substances provided for under Schedules I through V of 21 CFR Part 1308.

the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required.
- Failure or declining to take a second test the Village or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process.
- An adulterated or substituted test result verified by an Medical Review Officer (MRO).

## **VI. TESTING CIRCUMSTANCES**

All covered applicants and employees are required to submit to drug and alcohol tests conducted in compliance with 49 CFR Parts 40 and 655 under the following circumstances.

### **A. Pre-Employment Testing**

All applicants for employment in safety-sensitive positions or employees being transferred into safety-sensitive positions will be informed in writing of the need to pass a required drug test as a condition of employment. No applicant or employee will be hired or transferred into a position involving the performance of safety-sensitive functions unless he/she passes the test. If a covered employee or applicant has previously failed or refused a DOT pre-employment drug test, he/she must provide proof of having successfully completed a referral, evaluation, and treatment plan. Additionally, any employee who has not performed a safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Village's random selection pool during that time, shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the Village shall require the applicant or employee to submit to and pass another test.

Each covered employee (including new hires and those transferring into safety-sensitive positions) will be asked if they have ever refused to take, or tested positive on, any pre-employment drug or alcohol test used to qualify the employee for safety-sensitive transportation work during the past two years. Additionally, the Village is required to obtain drug and alcohol test information from each driver's previous DOT-regulated employer(s), pursuant to the employee's written consent. If the employee refuses to provide this consent, he/she will be prohibited from performing safety-sensitive work for the Village. Any employee who has violated the DOT drug and alcohol regulations will be prohibited from performing safety-sensitive work for the Village until the employee or previous employer provides documentation of the employee's successful completion of the DOT-regulated return-to-duty process.

**B. Post-Accident Testing**

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined under 49 CFR Part 655.4 as an occurrence associated with the operation of a mass-transit vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;
- The mass transit vehicle involved is a bus, van, or automobile in which one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or
- The mass transit vehicle involved is a railcar and is removed from operation.

In the case of any accident involving a fatality, each surviving safety-sensitive employee operating the vehicle at the time of the accident will be tested. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Village using the best information available at the time of the accident, will be tested.

In the case of any accident not involving a fatality, each safety-sensitive employee operating the vehicle at the time of the accident will be tested unless the Village determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, for all nonfatal accidents, any other safety-sensitive employees whose performance could have contributed to

the accident, as determined by the Village using the best information available at the time of the accident, will be tested.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

If the Village is not able to complete testing during this time frame, the Village may utilize testing performed by Federal, State, or local officials having independent authority for the test to effectuate the purposes of this policy, provided such tests conform to the applicable Federal, State, or local testing requirements.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying the Village of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Separate from any FTA requirements, in any case involving a post-accident testing circumstance in which there also is a reasonable suspicion that the covered employee has used a prohibited drug and/or engaged in alcohol misuse, the employee shall be removed from and not returned to safety-sensitive service until the test results have been reported and confirmed as negative. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the reasonable suspicion observation and complete a Condition of Employee Report, a sample of which is attached as Appendix C.

### **C. Random Testing**

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. The Village will test covered employees at a rate of at least the minimum rate established by the federal government. The dates for administering testing of randomly-selected covered employees shall be spread reasonably throughout the

calendar year so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day. Testing will be unannounced and once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site. Each person covered by this policy is subject to random alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function.

Employees may only be excused from random testing if they have not reported for work for a legitimate reason. All employees who are available for testing shall be tested.

**D. Reasonable Suspicion Testing**

All employees covered by this policy shall submit to drug and/or alcohol tests when the Village has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix C. This Report must be completed within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is earlier.

Employees covered by this policy may be directed to undergo reasonable suspicion drug testing at any time while on duty. Employees may be directed to undergo reasonable suspicion alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function. Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

Separate from any FTA requirements, in all cases where an employee is required to submit to a "reasonable suspicion" drug or alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative.

**E. Return-to-Duty Testing**

Any employee returning to a safety-sensitive position following a violation of the drug and/or alcohol testing regulations will be required to be evaluated by a substance abuse professional (“SAP”), complete a SAP recommended treatment and/or education program, and complete a return to duty test with a negative test result.

The employee must have a verified negative drug test result and/or alcohol test result of less than 0.02 to return to duty to perform a safety-sensitive function. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

**F. Follow-Up Testing**

An employee who is allowed to return to duty to perform a safety-sensitive function following a violation of the drug and/or alcohol testing regulations will be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

The foregoing is separate from and in addition to the Village's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

The requirements of the SAP's follow-up plan “follow the employee” to subsequent employers or through breaks in service.

**G. Other Village Mandated Testing Circumstances**

Separate from the FTA testing requirements and subject to any applicable collective bargaining agreement, the Village requires that all employees covered by this policy submit to a drug and/or alcohol test:

- (i) In the event of an accident or any other incident involving property damage estimated at the time of the accident to be in excess of \$1,000.00, not otherwise covered by the FTA testing regulations.
- (ii) When the Village has reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse when the employee is on Village property or while on duty but is not otherwise covered by the FTA regulations.



- (iii) Under “return to duty” testing circumstances not otherwise covered by the FTA regulations.
- (iv) Under “follow-up” testing circumstances not otherwise covered by the FTA regulations.

## VII. TESTING AND REPORTING PROCEDURES

The Village’s testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. Consistent therewith, the following is a summary of the collection and reporting procedures utilized in connection with drug and alcohol testing. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

### A. Alcohol Testing and Reporting

All alcohol testing is conducted by a trained technician in a private setting. A breath or saliva testing device approved by the National Highway Traffic Safety Administration will be used.

The technician will ask for photo identification (e.g. driver’s license, employer issued identification) or identity verification from a Village supervisor. The technician will complete the first part of the alcohol testing form, which includes the employee’s name, Village’s name, and the reason for the test. The employee will be asked to complete the second part of the form stating that he/she understands that he/she is about to be tested and that all information given is correct. Refusal to sign the form is considered a refusal to take the test. Refusal to take the test is treated the same way as failing a test.

A screening test is done first. If an evidential breath testing device (EBT) or non-evidential breath alcohol screening device (ASD) is used, an individually sealed mouthpiece will be opened in front of the employee and attached to the EBT or ASD. The employee must blow forcefully into the mouthpiece of the testing device for at least six seconds or until he/she has provided an adequate amount of breath for testing. The technician will show the employee the reading on the device and enter the result on the testing form or (if the device prints the results) affix the printed results to the form with tamper-evident tape.

If a saliva testing device is used, the technician will check the expiration date on the device and show it to the employee. A device may not be used after its expiration date. The technician will open the individually sealed package containing the device in front of the employee. The employee or the technician will insert the device into the employee’s mouth and gather saliva in the manner described by the devices manufacturer. The result on the device will be read within 15 minutes of the test, but no sooner than specified by the manufacturer of

the device. The technician will show the employee the reading on the device and enter the result on the testing form.

If the reading on the breath or saliva testing device is 0.02 or greater, a confirmation test will be done using an approved EBT. The test will be done after 15 minutes but within 30 minutes of the first test. The employee will be asked not to eat, drink, belch, or put anything in his/her mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result. A new mouthpiece will be used for the confirmation test and an air blank will be conducted on the EBT. The result must be 0.00 for the test to proceed. If the screening and confirmation test results are not the same, the confirmation test result will be used.

The results of the confirmation test will be forwarded to the Village in a confidential manner.

#### **B. Drug Testing and Reporting**

All drug testing is done by analyzing a urine sample and is conducted by a trained collection site person in an appropriate, private setting.

The employee will be positively identified by the collection site person using photo identification or identity verification from a Village supervisor. The employee will be instructed to remove all unnecessary outer garments (coats, jackets, hats) and leave these garments along with any briefcase, purse, or other bag he/she may be carrying in a mutually agreeable location. The employee may keep his/her wallet. The employee will also be instructed to empty his/her pockets and display the items in them to ensure he/she is not carrying anything that could be used to tamper with a specimen. He/she will then be asked to wash and dry his/her hands prior to urination, immediately before providing a urine specimen.

Urine specimens will be collected in clean, single-use specimen bottles which are to remain in their protective, sealed wrapper until they can be unwrapped in front of the employee. This ensures that the specimen is not tainted or contaminated.

The employee will be instructed to go into the room used for urination and provide a specimen of at least 45mL.

The temperature of the urine specimen will be taken within four minutes of collection and should fall within the acceptable temperature range for testing (90 –100 degrees F/ 32-38 degrees C). If the collection site person suspects the urine sample has been contaminated or tampered with, any unusual signs will be recorded on the collection site form and the employee will be asked to provide a second sample. The first sample will still be tested as usual, but the second sample must be collected under direct observation of a same-gender collection site person.

The specimen is then divided into two containers by the collection site person and within the employee's presence. This provides two samples for testing, called *primary* and *split*. The split sample is available should the employee dispute the results of the test of the primary sample. These two samples are sent to a testing laboratory certified by the Department of Health and Human Services and will be tracked using the custody and control form.

Both the employee and the collection site person must keep the specimen in view at all times prior to the specimen containers being sealed and labeled in the employee's presence. The employee must then initial the tamper-evident bottle seals on the specimen bottles to certify that the specimen collected was his/hers.

At the laboratory, an initial test is performed on the primary sample. If this test is positive for the presence of controlled substances, a confirmation test will be conducted.

All test results will be reported to the MRO in a timely manner, preferably the same day that the review of the specimen by the certifying scientist is completed. The laboratory and MRO will ensure that the results are transmitted in a confidential and secure manner.

A review of the results will be done by the MRO. For reports of non-negative drug test results, the MRO will explore any possible medical explanations for a positive result or a result that indicates a specimen has been adulterated or substituted. The MRO will contact the employee about the test result and give him/her the opportunity to discuss the test result before making a final determination. After being notified of a positive test result or a result that indicates a specimen has been adulterated or substituted for the initial test, the employee will have 72 hours to request a test of the split specimen.

If the analysis of the split sample fails to confirm the presence of a drug, or reconfirm that the specimen was adulterated or substituted, the MRO will cancel the test and report this to the employee and the Village.

The results of all tests will be forwarded to the Village in written form on the same day or the next business day following verification by the MRO. All records will be kept confidential.

## **VIII. CONSEQUENCES FOR VIOLATING DRUG AND ALCOHOL PROHIBITIONS**

### **A. Applicants**

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be provided with a listing of SAP's and/or treatment programs.

Additionally, separate from any FTA-mandated requirements, any applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be disqualified from consideration for employment with the Village.

### **B. Employees**

Any covered employee who violates any of the FTA-mandated testing regulations will be removed immediately from performing any safety-sensitive function.

Additionally, separate from any FTA-mandated requirements, any covered employee who violates the FTA testing regulations or Village-mandated prohibitions will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement).

Employees discharged from employment as a result of violating the drug and/or alcohol testing regulations will be provided with a listing of SAP's and/or treatment programs.

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing regulations may not return until the employee successfully completes the return to duty process set forth in **49 CFR 40 Subpart O**. This includes being evaluated by a SAP, complying with prescribed treatment, passing a return-to-duty test, and being subject to follow-up testing.

## **IX. CONFIDENTIALITY AND RECORDKEEPING**

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, MRO, and the SAP will be held to strict confidentiality requirements consistent with FTA and DOT regulations as specified in 49 CFR 40 Subpart P, "Confidentiality and Release of Information" and 49 CFR 382.405, "Access to facilities and records".

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

SIDE LETTER

This Side Letter is entered by and between the Village of Orland Park and International Union of Operating Engineers Local 399. The parties agree that notwithstanding § 15.3 of the Collective Bargaining Agreement, if an Employee is given discipline which results in a suspension or discharge and it is grieved, the Employee will be able to introduce relevant evidence pertaining to oral or written reprimands received by the Employee.

Village of Orland Park



Dated: 11/10/15

Local 399 International Union  
of Operating Engineers



Dated: 11-10-15

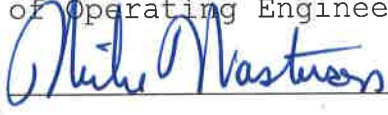
SIDE LETTER

This Side Letter is entered by and between the Village of Orland Park and International Union of Operating Engineers Local 399. The parties agree that during the negotiation of the Collective Bargaining Agreement effective May 1, 2004, the title of Executive Secretary was changed to Senior Secretary to reflect a change in reporting relationship. Historically the Executive Secretary position required that the incumbent work directly for a Department Director. The Senior Secretary position is not required to work directly for a Department Director, and may be assigned to other levels of management (Superintendents, Managers, Commanders, etc.) deemed appropriate by the Village. Promotions/reclassifications to the Senior Secretary and all other positions will be at the sole discretion of the Village. Recommendations from a Department Director, for promotion/reclassification must be made to and approved by the Village Manager and may be in-conjunction with an employee's annual evaluation beginning May 2004.

Village of Orland Park

  
Dated: 11/11/15

Local 399 International Union  
of Operating Engineers

  
Dated: 11-10-15

SIDE LETTER

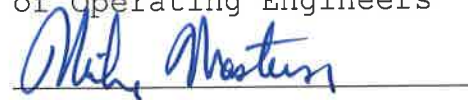
This Side Letter is entered by and between the Village of Orland Park and International Union of Operating Engineers Local 399. The parties may further agree, at the Village's discretion, to institute alternative four-ten hour work days. The parties recognize that this alternative schedule may not be available in all departments or to all members within the department. In the event the Village determines the alternative schedule is appropriate, the parties agree to meet to discuss the effects of the change of schedule on other benefits and work rules affected by the change.

Village of Orland Park



Dated: 11/10/15

Local 399 International Union  
of Operating Engineers



Dated: 11-10-15