
**THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 24-018**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION
FROM MAY 1, 2022 THROUGH APRIL 30, 2026**

**CHRISTINA NEITZKE-TROIKE, Village President
CANDICE BIELSKI, Village Clerk**

**Village Trustees
JENNIFER CONSOLINO
DAN FIALKO
CURT MASON
CJ MCNAUGHTON
ROSE REYNDERS
SUSANNA E. STEILEN**

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF HOMER GLEN AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION, FROM MAY 1, 2022 THROUGH APRIL 30, 2026.

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the International Union of Operating Engineers, Local 150, Public Employees Division, (the “Union”) represents the Village’s full-time and regular part-time employees of the Village of Homer Glen Public Works Department, in the classifications of Mechanic, Foreman and Maintenance Worker; and

WHEREAS, the Village, by and through its officers and designated legal representative, bargained collectively with the Union, and negotiated in good faith to reach an agreement; and

WHEREAS, the Village President and Village Board of Trustees find that it is in the Village’s best interests for the protection and promotion of public health, safety and welfare to approve the collective bargaining agreement set forth in Exhibit A, attached hereto and incorporated herein (“150-CBA”); and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth as Section 1 of this Resolution.

Section 2. The President and the Board of Trustees hereby authorize, approve, direct and ratify the 150-CBA, subject to review and modification by the Village Attorney as to form only, and further directs and authorizes the Village President or Village Manager to execute on behalf of the Village.

Section 3. All policies, ordinances, resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of an such conflict.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 5. If any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Resolution.

Adopted this 13th day of November, 2024 pursuant to a roll call vote as follows:

	<u>YES</u>	NO	ABSENT	PRESENT
Consolino	X			
Fialko	X			
Mason	X			
McNaughton	X			
Reynders	X			
Steilen	X			
Neitzke-Troiike (Village President)				
TOTAL	6			

APPROVED by the Village President on November 13, 2024



Christina Neitzke-Troiike
Village President

ATTEST:



Candice Bielski
Village Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



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6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

CANDICE MARES
PUBLIC SECTOR ASSISTANT
FAX: (708) 387-8330
E-MAIL: CMARES@LOCAL150.ORG

November 22, 2024

VIA CERTIFIED MAIL

Christina Neitzke-Troiike, Mayor
Village of Homer Glen
14240 West 151st Street
Homer Glen, IL 60491

RE: International Union of Operating Engineers, Local 150 and Village of Homer Glen Public Works –collective bargaining agreement.

Dear Mayor Neizke-Troiike:

Enclosed is (1) original collective bargaining agreement between the Village of Homer Glen– Public Works Unit and the International Union of Operating Engineers, Local 150, dated May 1, 2022 through April 30, 2026 for your records.

Sincerely,

Candice L. Mares

Enclosure

ecc: Deanna Distasio, Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VILLAGE OF HOMER GLEN

May 1, 2022 through April 30, 2026

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PREAMBLE

This agreement entered into as of the first day of May 1, 2022, between the Village of Homer Glen, hereinafter referred to as Village or Employer, and International Union of Operating Engineers, Local 150, hereinafter referred to as Union with the intent and purpose of: assuring sound and mutually beneficial working and economic relationship between the parties hereto and the employees covered hereby, providing an orderly and peaceful means of resolving any misunderstanding or difference which may arise; and setting forth herein the full agreement of the parties concerning rates of pay, wages, working hours and other terms and conditions of employment.

ARTICLE I **RECOGNITION**

Section 1.1 Recognition.

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment of which it may lawfully bargain collectively for employees, within the following collective bargaining unit, as certified by the Illinois Labor Relations Board in Case No. S-RC-22-009, as set forth below.

Included:- all full-time and regular part-time employees of the Village of Homer Glen Public Works Department in the classifications of Mechanic, Foreman and Maintenance Worker.

Excluded: all supervisory, managerial and confidential employees as excluded by the Illinois Public Labor Relations Act (the "Act").

Section 1.2 Probationary Employees.

An employee is a probationary employee for the first twelve (12) months of employment. Probationary employees may be disciplined or dismissed at any time with or without cause. A probationary employee shall have no seniority, except as provided for in this Agreement, until he/she has completed their required probationary period. Upon completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation no grievance may be filed by or on behalf of such employee regarding discipline, dismissal or layoff. Employees who are promoted or transferred within the bargaining unit shall not be required to serve an additional probationary period.

Section 1.3 Distribution of Agreement.

The Union agrees to provide a copy of this Agreement to all employees covered by this Agreement.

Section 1.4 New Classification.

The Village shall notify the Union within fifteen (15) days of its decision to establish a new bargaining unit classification. If the Village and the Union cannot agree on whether a newly-created classification is a bargaining unit position, either party may file for a unit clarification petition. The parties shall meet to negotiate the wage rate for the new classification. Where agreement is not reached by the time work must be started, the Village has the right to set the initial rate of pay for any new bargaining unit classification. If the rate mutually agreed on differs from that established by the Village, such rate shall be retroactive to the start of work in the new classification. Should the parties not reach agreement on the wage rate for the new classification, the parties agree that the matter shall be subject to the arbitration provisions set forth in this Agreement.

ARTICLE II
UNION SECURITY AND DUES

Section 2.1 Dues Checkoff.

The Village will deduct from each employee's paycheck the uniform, regular monthly union dues, voluntary fair payments, initiation fees and other assessments for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the Village and such written authorizations shall remain in effect unless revoked pursuant to the terms of the union authorization card executed by the employee and with at least thirty (30) days advance written notice to the Village.

The actual dues or voluntary fair payments amount deducted, as determined by the Union, shall be uniform in formula and may be changed twice each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any such change.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction or voluntary fair payments, the Union shall be responsible for collection of dues or voluntary fair payments. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 2.2 Indemnification.

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE III
ANTI-DISCRIMINATION

Section 3.1 Anti-Discrimination.

In accordance with applicable law, neither the Union nor the Employer shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin. An employee who files a charge with an administrative agency cannot also file a grievance under this Section regarding the same allegations/

Section 3.2 Union Activity.

No employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement.

ARTICLE IV
UNION VISITATION AND UNION BUSINESS

Section 4.1 Union Visitations.

Unless otherwise mutually agreed in a specific instance, two (2) non-employee representatives of the Union shall have access to the premises of the Village during working hours in order to help resolve a dispute or problem, subject to the provisions of this Section.

The Village shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the Village and the Union.

Section 4.2 Union Business.

No more than one (1) Union Steward at a time may be allowed time off without pay for documented Union business, such as State or International conventions, provided such representative gives at least two (2) weeks prior notice and there are sufficient employees scheduled to work on the planned days of absence. The Village shall not unreasonably deny time off for such activities. The Steward may apply any accumulated time off (vacation, personal day, etc.) to such absence.

Section 4.3 Union Bulletin Board.

The Village will provide the Union with bulletin boards, which shall be located in Public Works Department for the Union's sole and exclusive use in posting official Union announcements and other items of Union business, provided that such postings are non-political, non-inflammatory, not derogatory or defamatory and not in poor taste. The Union will limit its posting of notices to said bulletin boards.

ARTICLE V
UNION DELEGATES AND REPRESENTATIVES

Section 5.1 Union Steward.

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. One (1) duly authorized bargaining unit representative shall be designated by the Union as an Alternate Steward. The Union will provide a list of the Union Stewards and Alternate Steward to the Village once per year. If a change in Union Stewards occurs, the Union will provide the Village notice of the change.

Section 5.2 Labor-Management Committee.

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

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

A Union representative and/or Union Stewards may attend these meetings. The Village may assign appropriate management personnel to attend.

Section 5.3 Purpose.

Such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Village representative and there shall be no loss of wages for attendance by Union

Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE VI **MANAGEMENT RIGHTS**

Except as specifically limited by the provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the mission, policies, organization and operations of the Public Works and all divisions included in the Departments and any other Village Department in which an employee covered under this Agreement is assigned to work;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To plan, direct, control and determine the operations or services to be conducted by employees of the Village;
4. To set standards for services and types of services to be offered to the public;
5. To supervise and direct employees, including the right to schedule and assign work and overtime;
6. To make, alter and enforce reasonable rules, regulations, orders and policies;
7. To hire, examine, classify, select, promote, train, transfer, assign, schedule and to determine qualifications for new and existing employees;
8. To establish, increase, combine, reduce, change, modify, or alter the workforce including specific job positions and job classifications, and the right to lay off or relieve employees;
9. To add, delete or alter methods of operation, equipment or facilities;
10. To determine the locations, methods, means, or organization and number of personnel by which the operations are to be conducted, including the right to determine whether goods, services or equipment are to be provided by employees covered by this Agreement or non-employees not covered by this Agreement;
11. To contract out for goods, services and equipment;
12. To establish, implement and maintain an effective internal control program;
13. To evaluate performance and productivity and to establish awards or sanctions for various levels of performance;

14. To suspend, demote, discharge and take other disciplinary action or relieve from duty any employee for just cause, except for probationary employees who may be disciplined with or without cause and who may be terminated at will;
15. To add, delete or alter policies, procedures, rules and regulations. The Employer recognizes its obligation to bargain over mandatory subjects of bargaining;
16. To determine overall budgets of the Public Works Department and all divisions included in the Public Works Department;
17. To transfer employees from one department to another as necessary in the discretion of management as long as there is no reduction in pay to the transferred employee;
18. It is agreed that all personnel covered by this Agreement will fall under the same departmental standards with no exception and it is further agreed that there will be no favoritism and all work rules will be fair and reasonable; and
19. To take any and all actions as may be necessary to carry out the mission of the Village in situations of natural disaster or public health and safety emergency as may be declared by the Village Manager, which actions may include the suspension of the provisions of this Agreement. If such a disaster or emergency is declared, the wage rates, monetary benefits and health insurance benefits shall not be suspended. All provisions of this Agreement shall immediately be reinstated once the disaster or emergency cease to exist. The Village shall give notice to the Union if such a disaster or emergency exists and shall provide the provisions of the Agreement that are suspended.

All inherent managerial functions, prerogatives, policy making rights and all powers, rights, and authority conferred upon the Employer and vested in it by the laws and Constitution of the State of Illinois, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1 Purpose of Article.

The provisions of this Article are intended to establish hours of work and provide the basis for distributing and calculating overtime pay.

Section 7.2 Work Day and Workweek.

- A. The scheduled hours of work in the are from 7:00 a.m. to 3:30 p.m., Monday through Friday.

- B. Employees in the Public Works Department shall receive a one-half (1/2) hour unpaid lunch. Employees shall be required to report, ready for work, to the workplace at the beginning of each workday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early or be paid at the overtime at the appropriate rate of pay.
- C. If unscheduled work is required during other than normal working hours, such as during snow events, and such work continues through normal mealtimes (assuming normal meal times are approximately 6am, 12pm, 6pm) and work is expected to continue two (2) hours past a meal time, the Village will provide a meal time of thirty (30) minutes.
- D. For a specific job assignment, the Village shall be permitted to temporarily shift the start time of the workday one (1) hour prior to or one (1) hour after the regular start time of 7:00 a.m. The Village shall provide thirty (30) days' notice of such change. The temporary change shall not be for the sole purposes of avoiding overtime payments.

Section 7.3 Overtime Payment.

- A. Employees shall receive overtime at the rate of time and one-half for all authorized hours worked outside of 7:00 a.m. to 3:30 p.m., Monday through Friday. Employees shall be paid two times his/her regular hourly rate of pay for all hours worked on the actual holidays and Sundays.
- B. The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, temporary personnel or non-bargaining unit personnel on said overtime without violating the Agreement.
- C. All authorized paid time off shall be counted as "time worked" for purposes of computing overtime compensation.

Section 7.4 Scheduling of Overtime.

- A. Overtime work shall be equitably distributed among employees who normally perform such work. This means overtime in Public Works will be equitably distributed to employees in the Public Works Department. Overtime shall be offered according to a rotating list, starting with the most senior employee and rotating thereafter. Each employee shall be selected in turn according to his/her place on the seniority list, by rotation. Regardless of seniority and/or department, all full-time employees will be offered the overtime assignment before part-time or non-bargaining unit employees are offered the overtime assignment.

- B. An employee requesting to be skipped when it becomes his turn to work overtime shall be rotated to the bottom of the seniority list and shall not be rescheduled for overtime until his name is reached again in orderly sequence.
- C. In the event no employee wishes to perform the required overtime work, the employer shall, by inverse order of this overtime list, assign the employees required to perform the work in question.
- D. Employees who choose to work overtime shall be placed at the bottom of the overtime seniority roster once the overtime is received.
- E. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.
- F. An overtime roster shall be available in each area of assignment for inspection by the Union Stewards, and other representatives of the Union.
- G. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement he shall be rescheduled for overtime work the next time overtime work is required, in accordance with Paragraph A, equal to the amount of overtime skipped or denied.
- H. If an employee is unable to be contacted, it shall be considered as a refusal to work the overtime, for purposes of distributing overtime.

Section 7.5 Emergency Call Back.

A callback is an official assignment of work that occurs outside the employee's regular workday. An employee who is called back to work outside of his regularly scheduled workday shall be paid for the hours worked or a minimum of two (2) hours pay at the appropriate overtime rate of pay. Such time starts when the employee clocks in. If the call back overlaps with the employee's regular shift, the employee will receive the minimum two (2) hours call back, and the employee shall continue working until the end of his normal quitting time. Winter callbacks shall be compensated at a minimum of two (2) hours per occurrence at the appropriate rate of overtime pay, which shall be in addition to the initial callback of a minimum of two (2) hours pay per occurrence. It is expressly agreed that a callback is for a specific assignment of work and the Village shall not assign busy work after a callback assignment has been completed.

Section 7.6 No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 7.7 Compensatory Time.

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of fifteen (15) minute blocks. Employees may earn/accrue up to

fifty (50) hours of compensatory time at any given time (i.e. a rolling bank). Compensatory time off may only be taken in minimum one (1) hour increments, except upon written approval of the Department Supervisor before using compensatory time. The request for compensatory time shall not be reasonably denied.

Section 7.8 Mandatory Rest Period.

Unless the employee agrees otherwise, employees will not be required to work more than sixteen (16) hours without being allowed an eight (8) hour rest period. If the sixteen (16) hour shift ends before 11:00 a.m. during the employee's normal work day, the employee will be allowed at his option, to use accrued time off (except for sick time) to fill that time. If the eight hour rest period ends after 11:00 a.m. during the employee's normal work day, the employee will be paid at his or her regular rate of pay for the remainder of the work day.

Section 7.9 Emergency Closings.

Emergency conditions, such as severe weather, fire, flood, or tornado, pandemic or public safety/health concerns, can disrupt Village operations and interfere with work schedules, as well as endanger employees' well-being. These extreme circumstances may require the closing of the work facility. Employees who work a portion of the day and are required to go home as a result of a closing due to emergency conditions will be paid for the remainder of the day. In recognition of the nature of work performed by Public Works employees, the Village acknowledges that it is unlikely that the Public Works employees will be sent home during emergency conditions. Should other employees be sent home due to emergency conditions and Public Works employees are not sent home, the Public Works employees shall receive compensatory time, in addition to regular pay, in the amount equivalent to the time paid to the employees sent home.

Section 7.10 On-Call Pay.

Two (2) Public Works employees shall be designated on-call for a seven (7) day period. Employees shall be assigned to be on-call according to a rotating list. An employee may trade his on-call assignments. Employees must provide seventy-two (72) hours' notice to the supervisor to trade on-call assignments, unless an emergency exists. The on-call employee shall receive two hundred dollars (\$200.00) per week for being designated on-call. Employees who are designated on-call shall be first to respond to emergency callbacks.

ARTICLE VIII
RIGHT OF REPRESENTATION

Section 8.1 Right of Representation.

(a) Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, the employer shall inform the employee he or she may request that a Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

(b) If the employee requests a Union representative, the Employer shall suspend the investigatory interview until a Union representative can be present.

(c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Employer retains the right to insist on hearing the employee's own account of the matter under investigation.

(d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 8.2 Just Cause Standard.

A non-probationary employee covered by this Agreement shall not be disciplined or dismissed without just cause, provided, however, that nothing in this section shall prevent the Employer from exercising its rights to discipline or dismiss probationary employees without cause.

Section 8.3 Access to Personnel Records.

An employee and Union representatives shall be permitted to inspect non-exempt portions of the personnel records in accordance with applicable Illinois law.

Section 8.4 Disciplinary Records.

All records of disciplinary actions against an employee shall be retained in such employee's personnel file indefinitely. However, normally the Village shall not rely on verbal and written discipline as the foundation for subsequent disciplinary actions after twelve (12) months from the date of such discipline, or the date such discipline is upheld if challenged, whichever is later, provided that the conduct which led to the discipline has not been repeated by the employee during the twelve (12) month period.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1 Definition of Grievance.

A grievance is defined as any claim of a violation of this agreement.

Section 9.2 Grievance Procedure.

Recognizing that any grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the employee and/or Union, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. Grievances shall be processed by the Union

on behalf of an employee or on behalf of a group of employees or itself. The grievance will proceed through the following steps unless the Union and Village mutually agree in writing to follow a different procedure.

STEP 1: DEPARTMENT HEAD

Any employee who has a grievance, or the Union, shall submit the grievance in writing to their Department Head within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the employee and/or Union , through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. The grievance shall be dated and signed by the Union and shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the date of the alleged violation, and the relief requested. The Union's failure or an employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

The Department Head, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Department Head, or his designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 2: VILLAGE MANAGER

If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, it shall be submitted in writing to the Village Manager within ten (10) calendar days after receipt of the Department Head's answer to Step 1. Thereafter, the Village Manager or his designee shall meet with the grievant and a Union representative within ten (10) calendar days of receipt of the appeal. The Village Manager or designee shall submit a written answer to the grievant and the Union within ten (10) calendar days following the meeting.

STEP 3: ARBITRATION

If the grievance is not settled in Step 2 and the Union decides to appeal, the Union shall within twenty-one (21) calendar days of the receipt of answer of Step 2, submit a request for arbitration to the Village. The arbitrator shall be selected in the manner specified in Section 9.3 (Selection of Arbitrator) of this Article.

Section 9.3 Selection of Arbitrator.

The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral.

In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those listed in the FMCS Chicago Region. Both the Employer and the Union shall each have the right to reject one (1) panel in its entirety and request that a new panel be submitted. The order of striking names shall be determined by a coin toss with the losing party striking the first name. The Employer and the Union shall alternately strike names from the panel. The remaining person shall be the arbitrator.

The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. The hearing shall be held in the Village of Homer Glen Village Hall, unless otherwise mutually agreed.

Section 9.4 Arbitrator's Jurisdiction.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified, amended, added to, subtracted from, or ignored by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Employer, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with any applicable laws. The arbitrator shall not in any way limit or interfere with the powers, duties or responsibilities of the Village under statutory law and applicable court decisions. A decision of the arbitrator rendered consistent with the terms of this Agreement shall be final and binding on the parties.

Section 9.5 Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of the written transcript for the arbitrator, shall be divided equally between the Village and the Union, provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should a party request a transcript, that party shall pay for the cost of the transcript.

Section 9.6 Forms.

The written grievance required under this Article shall be on a form provided for by the Union as Exhibit A attached hereto.

Section 9.7 General Rules.

- A. Any decision not appealed by the aggrieved employee as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered

within the time limits specified in each step shall be considered denied and may be appealed to the next step in a timely manner. However, time limits at each step may be extended by mutual written agreement of the Union and the Village.

- B. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.
- C. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

ARTICLE X

DISCIPLINARY PROCEDURES

Section 10.1 Verbal and Written Reprimand.

Verbal and written reprimands shall be subject to the grievance procedure as found in the Grievance Procedure Article of this Agreement.

Section 10.2 Discipline – Issued Directly by the Employer.

The Employer agrees with the tenets of progressive and corrective discipline and that all discipline for non-probationary employees shall be imposed for just cause. Discipline may be imposed with or without just cause for probationary employees. Discipline shall consist of verbal reprimands, written reprimands, suspensions without pay, demotion and termination. All discipline shall be administered through the office of the respective Department Head.

Section 10.3 Suspensions and Terminations.

a) If the Employer desires to suspend or terminate a non-probationary employee, the Employer shall notify the employee in writing of the proposed discipline and hold an Administrative Review meeting with the employee and the employee's Union representative. Upon completion of the Administrative Review, the Employer will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Union in writing. The Employee may then file a grievance to contest the discipline. The grievance shall be filed at the Village Manager Step of the process as provided in Section 9.2 of this Agreement. All grievances of discipline must be filed with the Village Manager no later than ten (10) calendar days after the employee receives the Final Decision.

b) If the employee or the Union fails to timely contest the Final Decision or timely file a Notice of Arbitration, such failure shall be deemed a waiver of the right to contest or appeal the Final Decision or to proceed to arbitration.

ARTICLE XI

SUBCONTRACTING

The Employer shall have the right to contract out bargaining unit work, provided, however:

- 1) that such contracting out does not result in the layoff of a full-time non-probationary employee and
- 2) that such contracting out does not cause the normal work week for full-time non-probationary employees to drop below forty (40) hours.

The limitations set forth in subparagraphs 1 and 2 of this Section shall not be applicable in the event of a civil emergency, as determined by the Village. The Employer shall notify the Union of a decision to subcontract out any bargaining unit work and shall offer an opportunity to meet and discuss the subcontracting decision. Such discussions shall include, but shall not be limited to, alternatives to the subcontracting decision. Such discussions shall not delay implementation by the Employer of the decision to subcontract.

ARTICLE XII **NO STRIKES/NO LOCKOUTS**

Section 12.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, or any other concerted stoppage of work, 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. Each employee who holds the position steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 12.2 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 12.3 Judicial Restraint.

The Village shall not be obligated to exhaust the contractual grievance procedure before instituting court action seeking to enforce the provisions of this Article.

ARTICLE XIII **SENIORITY**

Section 13.1 Definitions.

- A. For purposes of overtime distribution and layoff, seniority is hereby defined as the full-time employee's length of continuous service after initial date of employment by the Employer within the Department.

- B. Continuous Service: Shall commence on the date of hire. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.
- C. Breaks in Continuous Service: If an employee returns to work in a full-time capacity for the Village within twelve (12) months, the break in continuous service shall be removed from his;/her record but there shall be no credit for the time between periods.
- D. Probationary Employees: The probationary period may be extended for a period of up to an additional six (6) months by agreement of the Village, Union and employee.
- E. Seniority Rosters: No later than two (2) months after the effective date of this Agreement, and yearly thereafter, the Employer shall prepare and post on all employee bulletin boards seniority rosters for the bargaining unit. Two (2) copies shall be furnished to the Union. The roster will list each employee in the order of seniority and reflect each employee's date of seniority. The Employer will provide the Union with information that is necessary to keep the seniority list up-to-date yearly. When two (2) or more employees have the same seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the Employer.

Section 13.2 Transfers.

- A. Whenever a job opening occurs within the bargaining unit, a notice of such opening shall be posted by the Employer at such time as Employer determines to fill the job opening. The posting will be on all bulletin boards for a minimum of seven (7) calendar days.
- B. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Village Clerk's Office for date and time stamping and forwarded to the Department Head.
- C. Management has the right to determine job qualifications. This provision shall apply to positions in the bargaining unit.
- D. For the purpose of this Agreement, a vacancy shall be defined as an opening within the bargaining unit for which funds have been appropriated and the appropriate appointing authority has requested the position be filled.

Whenever a vacancy exists, the position will be posted within each department for a minimum of-seven (7) calendar days. Employees desiring to be considered for said vacancy shall make written application no later than 4:30 p.m. on the closing date set forth on the posting.

- E. The Department Heads shall make all determinations of the qualifications of the applicants applying for transfer. Among those employees determined to be qualified to perform the work required, the employee having the most seniority shall be appointed to the position.

In the event the appointing authority determines that the most senior, qualified candidate for transfer is not the best candidate, it may appoint the next most senior qualified applicant to the position; provided, however, that the appointing authority shall notify the senior applicant in writing stating the reason for his rejection. The senior applicant may appeal the decision of the authority through the grievance procedure.

- F. There shall be no probationary period after a transfer. Employees who are promoted shall not be required to serve an additional probationary period, however the employee may be placed back in his former position and former salary with or without cause within the first six (6) months in the new position.

ARTICLE XIV **LEAVES**

Section 14.1 Holidays.

The Village observes the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the official Village holiday. When a holiday falls on a Sunday, the following Monday will be observed as the official Village holiday. Employees who work on a Village observed holiday shall be compensated at a rate of one and one-half (1½) regular hourly rate of pay for all hours worked on a holiday, in addition to holiday pay. Holiday pay shall be eight hours of straight time pay.

Section 14.2 Paid Time Off.

Employees shall accrue paid time off ("P.T.O") days for purposes of vacation and sick leave. Except in the cases of sickness and emergency, leave will be taken only with the advance approval of the department head or the Village Manager. When taking unplanned leave such as for illness, the supervisor should be notified at least one (1) hour prior to the employees scheduled start time of the day of the unplanned leave.

Paid time off is earned in accordance with the following schedule based upon years of service:

<u>Years of Service</u>	<u>P.T.O</u>
Date of hire to completion of (5) years of service	Twenty (20) Days
After five (5) years of service	Twenty-five (25) Days
After ten (10) years of service	Thirty (30) Days
After twenty (20) years of service	Thirty-five (35) Days

Employees accrue leave during the calendar year on a pro-rata basis which means that 1/26th of the leave is earned and accrued at the time of each bi-weekly pay period. A maximum of twenty (20) days of P.T.O may be carried over in any one year at December 31st of each year. However, employer may in its discretion decide to pay off all or a portion of the accumulated P.T.O. in lieu of allowing a carryover. P.T.O may be used in increments of one (1) hour or more. If an authorized holiday falls on a normal business day during an employee's scheduled vacation, it is not counted against P.T.O. Between December 1st and March 31st only one employee in public works can take P.T.O per week. Requests for P.T.O for this time period shall begin on the first Monday in October and will be approved in order of seniority.

Section 14.3 Absence Without Authorized PTO Leave.

Unauthorized absence from work is to be regarded as an unpaid leave. Absence without authorized PTO shall be grounds for disciplinary action.

Section 14.4 Personal Days.

Full-time employees will receive three (3) personal days each calendar year. Personal days cannot be carried over from year to year. Employees shall be permitted to use personal days in a minimum of one (1) hour increments. Unused personal days are not paid at separation of employment.

Section 14.5 Jury Duty Leave.

Full-time employees shall receive full pay while serving on jury duty. Pay will be calculated at the employee's regular base rate of pay times the number of regular hours the employee would otherwise have worked on the day of absence. All court monies received may be retained by the employee to cover transportation expenses. The Village will continue to provide health insurance benefits, subject to any employee contributions that may be applicable, for the full term of the jury duty absence. Accrual for benefits calculations, such as vacation, sick leave, or holiday benefits, will not be affected during jury duty leave.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty, if, in the Village's judgement, the employee's absence would create serious operational difficulties.

Employees will be compensated by the Village at their regular base rate of pay for work-related witness duty.

Section 14.6 Military Leave.

Military leave shall be provided to employees who qualify in accordance with applicable law in effect at the time the employee is required to attend military service.

Section 14.7: Bereavement Leave.

All full-time employees shall be granted three (3) days of paid bereavement leave for the death of a member of his immediate family. For purposes of bereavement leave, "immediate family" is defined as the employee's mother, father, legal guardian, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, spouse/domestic partner, child (natural, step and adopted), grandchild, grandparent, grandparent-in-law, stepmother, stepfather, stepsister, stepbrother, half-brother, and half-sister.

Employees shall be granted an additional two (2) days of paid bereavement leave for the purpose of attending the funeral of a child, spouse or domestic partner. An additional five (5) days may be taken as unpaid leave or as paid leave if earned time is available for the death of a child, spouse or domestic partner.

All bereavement leave must be taken consecutively and within thirty (30) days of the date of death of the immediate family member, child, spouse or domestic partner.

Section 14.8: Family Medical Leave Act.

Employees who qualify for Family Medical Leave shall be eligible for leave pursuant to applicable provisions of the Family Medical Leave Act in effect at the time the request for Family Medical Leave is made by the employee.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1 Gender.

Whenever the male gender is used in this Agreement, it shall be construed to include all genders.

Section 15.2 Uniform/Boots.

Once per fiscal year, the Village shall pay employees four hundred dollars (\$400.00) for the purpose of purchasing work clothing. The Village will also pay employees two hundred dollars (\$200.00) for the purpose of purchasing work boots. The Village shall provide a uniform service for the mechanic and it will pay 100% of the cost of uniform service designated and shall provide one shirt and one pair of pants for each regular work day. Any additional uniform items shall be the employee's expenses. The service will be responsible for cleaning the uniform.

Section 15.3: Training and License/Certification Reimbursement.

The Village shall reimburse all employees for the cost of maintaining any licenses and/or certifications and any renewals necessary for the employees to perform their job requirements. The Village shall reimburse employees for all training and courses required for employees to obtain and maintain licenses/certifications.

The Village agrees to compensate all bargaining unit employees required to attend training for time actually spent in training at the appropriate rate of pay. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the current IRS allowable rate. The Employer shall provide meal reimbursement for all meals, up to a maximum of twenty dollars (\$20.00), if meals are not provided in training. In the event an employee is required to stay overnight at training, the Employer shall pay the cost of lodging.

Section 15.4: Drug and Alcohol Testing.

The Drug and Alcohol Policy is attached in Appendix A.

Section 15.5: Protective Clothing.

The Village shall provide all necessary items of protective clothing and safety gear, including but not limited to hip boots, insulated snow boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses.

Section 15.6: Tools.

The Village shall provide all necessary tools, including specialty equipment, that are necessary to perform job duties.

ARTICLE XVI
SAFETY

Section 16.1 Cooperation.

The Employer and the Union agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

Section 16.2 Safety and Training Committee.

Two (2) employees designated by the Union and one (1) person designated by the Employer shall comprise a safety and training committee for the purpose of discussing safety and

health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the respective Department Head with a copy forwarded to the Union. Said recommendations shall not be binding upon the Employer or the Union.

Section 16.3 Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition until the disabling condition has been corrected.

ARTICLE XVII
HEALTH INSURANCE

Section 17.1 Medical Insurance.

The Village shall continue to provide to employees and their eligible dependents the same medical insurance plan(s), including dental and vision plans, as provided for all other Village employees. The Village reserves the right to substitute, replace, or supplement such medical insurance plans or to self-insure so long as the changes result in a substantially similar medical insurance plan(s). Employees shall contribute toward the payment of medical dental and vision insurance plan(s) as follows:

HMO and PPO Coverage – 15% of premium for HMO, 15% of premium for PPO

Dental Coverage – 15% of premium

VSP Vision Care – 15% of premium

Section 17.2 Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such cost containment measures shall not substantially alter the terms of the current health insurance coverage provided. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.3 Terms of Policies or Plans to Govern.

The extent of coverage under the insurance policies or plan(s) referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XVIII
WAGE RATES

Section 18.1: Wage Rates.

The wage rates for all employees shall be set forth in Appendix B. The employee assigned to be the Concrete Inspector shall receive an additional \$2.50 per hour. The Arborist shall receive an additional \$2.50 per hour.

Section 18.2: Step Up Pay.

When an employee works in a higher classification, he shall be compensated at the highest rate of pay for that classification for all hours worked.

Section 18.3: Temporary Assignment Pay.

When a bargaining unit employee is temporarily assigned to work as a supervisor in the absence of a non-bargaining unit supervisor, the employee shall be compensated at the non-bargaining unit supervisors rate of pay for all hours worked in the supervisory capacity.

ARTICLE XIX
TEMPORARY WORKERS AND OTHER WORKERS

Village may employ seasonal/summer helpers provided they do not replace bargaining unit members. Non-bargaining unit individuals shall not receive overtime unless all bargaining unit members are already on overtime, are otherwise unavailable, or have already declined overtime. No temporary worker may work more than nine hundred ninety-nine hours (999) in a single calendar year. The Village may not hire seasonal/summer helpers at any time an employee is on the recall list.

ARTICLE XX
LAYOFFS AND RECALL

Section 20.1 Layoff.

If the Village in its discretion determines that it is necessary to layoff a bargaining unit employee or employees within a position classification or Department, the Village will first terminate or layoff all seasonal, temporary, part-time and probationary employees within such position classification. Thereafter, the Village shall lay off bargaining unit employees in such classification in reverse seniority order. A laid off employee may "bump" a less senior employee in an equal or lower classification if the senior employee is qualified and able to perform such job. When practicable, the Village will provide the Union with at least thirty (30) calendar days' notice of its intent to layoff a full-time employee. Upon request from the Union, the Village shall discuss (not bargain about) alternatives to the layoff decision and shall bargain about the effects of the layoff on bargaining unit employees.

Section 20.2 Recall.

Non-probationary bargaining unit employees who are laid off pursuant to Section 20.1 of this Article shall be placed on a recall list for a maximum period of two (2) years following the date of layoff and, if recalled, shall be recalled to their position classification with the last employee laid off being the first recalled. The name of an employee who rejects being recalled or fails to respond to a recall notice within ten (10) days of delivery of the recall notice shall be removed from the list and such employee forfeits further recall rights. It is the responsibility of an employee on the recall list to provide the Village with an address to which recall can be sent. Delivery of the recall notice may be made by personal service or by certified mail return receipt requested with the date of delivery considered to be three days after the date of mailing. The Village shall not hire any new bargaining unit employees in the Department of Public Works while laid off employees are on the layoff list.

Section 20.3 Savings.

Nothing herein shall be deemed to require the Village to retain or recall an employee who, for whatever reason, is unwilling or unable to perform the essential requirements of an available job.

ARTICLE XXI
SAVINGS

Section 21.1 Savings Clause.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America, the State of Illinois, or the County of Will, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Village and Union agree to begin immediately to negotiate on a substitute for the invalidated provision or provisions.

ARTICLE XXII
AGREEMENT PROVISIONS

Section 22.1 Entire Agreement.

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The City 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 or matter referred to or covered in this Agreement. In doing so agreeing, 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 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. The Union reserves its right to bargain over mandatory subjects of bargaining if not contemplated by

the parties during negotiations nor permitted by the Management Rights Clause, and its right to impact or effects bargaining.

Section 22.1 Precedence of Agreement.

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 22.2 Amendments to Agreement.

This Agreement shall be subject to amendment or modification during the term of the Agreement only through the express, written, mutual consent of the parties. Any such modification or supplement shall be reduced to writing and signed by the duly authorized representatives for the parties.

ARTICLE XXIII
TERMINATION

Section 23.1. Termination of Agreement.

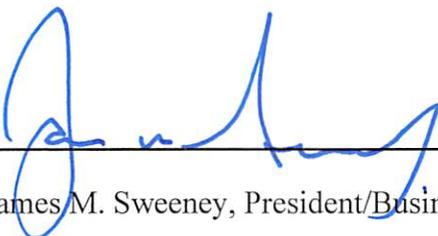
This Agreement shall be effective as of May 1, 2022 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary 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.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024 in the Village of Homer Glen, Illinois.

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

VILLAGE OF HOMER GLEN:



James M. Sweeney, President/Business Manager



Christine Neitzke-Troiike, Mayor
a Neitzke

Deanna M. Distasio

Deanna M. Distasio, Attorney

APPENDIX A

DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

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

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

B. Prohibited Drug-Related Conduct

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

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

4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.

2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:

a. The accident involved the loss of life; or

b. The employee was issued a citation for a moving traffic violation arising from an accident that included:

(1) Injury requiring medical treatment away from the scene; or

(2) One or more vehicles having to be towed from the scene.

2. Post-Accident Alcohol Testing

a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.

d. An employee required to be tested under this section is prohibited

from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

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

B. Random Testing

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

1. Restricted Period
 - a. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
 - b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.
2. Frequency
 - a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
 - b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit

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

3. Selection

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

C. Reasonable Suspicion Testing

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

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

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

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

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

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site
 - a. Once a drug test is announced, an employee shall go directly to the collection site.
 - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
 - c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
 - d. An employee shall be afforded a private area to provide a urine

specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.

- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

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

3. Laboratory Analysis

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

4. Primary Specimen Test Results

- a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall

promptly report a negative test to the Employer and the employee.

b. Positive Test Results

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

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

- 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
- 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

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

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA

rules and DOT regulations.

- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
 - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
 - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

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

concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath
 - a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 - f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

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

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

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

by the SAP; and

- c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

C. Confirmed Positive Urine Drug Test

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

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement. An employee who has tested positive for drugs and/or alcohol more than one time during his/her employment shall be subject to termination.

E. Refusal to Test

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

V. CONFIDENTIALITY OF RECORDS

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

A. Employee Entitled to Information

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

B. Conditions Under Which the Employer Must Release Records

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

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

1. Before Testing

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

2. At Time of Testing

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

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

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

2. Extended Leave of Absence

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

APPENDIX B

WAGES

Effective 5/1/2022 Equity Adjustment:	0-4 Years of Service	5 Years of Service
Foreman	\$32.15	\$35.15
Maintenance Worker	\$26.65	\$30.15
Mechanic	\$30.15	\$35.15

5/1/2023 – 2.5%

5/1/2024 – 2.5%

5/1/2025 – 2.5%