

A G R E E M E N T

between

VILLAGE OF ORLAND PARK

and

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local 134

May 1, 2011 - April 30, 2015

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 134, (hereinafter referred to as the "IBEW" or the "Union"), and 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: Full-time Building Department Inspectors, Building Information Coordinator and Lead Field Inspector.

Excluded: Building Department Director, Building Division Manager, part-time employees, clerical 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. 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.

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 pay check

once each pay period an amount no more than the appropriate portion of the regular monthly Union dues for each employee in the bargaining unit for whom there is on file with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix A of this Agreement. The amounts so deducted shall be forwarded by the Village within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Village any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform Union dues to be deducted.

Section 2.2 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 2.3 Fair Share Deductions. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees (see Memorandum of Understanding). The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each

non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.3(a) Religious Exemption. Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 2.3(b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.4 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. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

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 of new employees 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

MEAL PERIODS

Section 4.1. Meal Periods. All employees shall be granted a one hour unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by the employee's immediate supervisor. 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 work day.

ARTICLE V

HOLIDAYS

Section 5.1. 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 Day

Christmas Day
New Year's Eve Day

Section 5.2 Floating Holidays. Effective on and after April 1, 1998, eligible employees shall be entitled to two (2) floating holidays during each calendar year. These floating holidays are regular days 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 5.3. 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 5.4. 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 a total of eight (8) hours holiday pay and one and a half (1-1/2) times his regular straight-time hourly rate in overtime pay for all hours worked on such holiday.

Section 5.5. 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 or be on an approved paid leave.

ARTICLE VI

SENIORITY

Section 6.1. Definitions. Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full time employee with the Village since the employee's last date of hire.

Section 6.2. 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.
- (e) is absent for three (3) consecutive working days without notifying the Village;
- (f) 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;
- (g) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence;

Section 6.3. 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 with the agreement of the Union. 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 not be represented by the Union.

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 6.4. 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 six 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 6.5. Layoff and Recall. The Village in its discretion shall determine whether layoffs are necessary. 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) 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 in their job classification, 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.

ARTICLE VII

SICK LEAVE

Section 7.1. 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.

Section 7.2. 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 7.3. 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 one 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 obtaining their supervisor's approval 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.

Section 7.4. 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 two or more days immediately upon the employee's return from such leave.

Section 7.5. Notification. Except as otherwise noted herein notification of absence due to sickness shall be given to the Village no later than the employee's scheduled shift starting time. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline.

Section 7.6. 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 7.7. 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 7.8. Retired Employees. Upon an Employee's retirement, the Village will pay the retiring 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 7.9 Annual Sick Time Buy Back Program. Payable the last payroll in January of the respective year, the Village, on an annual basis, will pay full-time employees, the current straight time 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

To clarify eight (8) accrued and unused sick days means the eight days an employee earned for that calendar year, not what is currently in their sick leave bank. So on January 1, 2006 all employees earned eight sick days, if they didn't use any sick time during the year they will be eligible to request payback of 3 days. Upon payment of those days the days are removed from the employee's sick time bank and will not be able to be used for future illnesses or towards the employee's buy back upon retirement. Requests for "Annual Sick Leave Buy Back" will be made on an electronic Personnel Action Form, (P.A.F.) and signed by the employee, their supervisor and their department director. Requests for buy back must be made during the month of January one week prior to the last check date in January. Requests cover the January 1, 2005 - December 31, 2005 calendar year and so on each year.

ARTICLE VIII

LEAVE OF ABSENCE

Section 8.1. 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 8.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 8.3. 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 8.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 8.5. Bereavement Leave In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Department or Division Head or their designee, be taken if charged to the employee's vacation leave accrual account, if any.

A leave of absence without pay of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Department or Division Head or their designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family if so requested by the Village.

Section 8.6. Leave for Illness, Injury or Pregnancy.

(a) In the event an employee is unable to work by reason of illness, injury or pregnancy, 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 because of pregnancy as soon as the illness, injury or pregnancy 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, injury or state of pregnancy 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 report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury, illness or pregnancy, 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 8.7. 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 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 8.8. 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 8.9. 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 two (2) hour increments. Only one (1) personal day may be used in conjunction with any vacation leave.

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

Section 8.10. Family and 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.

Section 8.11 Short-Term Disability. An employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay. Refer to Appendix C Memorandum of Understanding Regarding Short-Term Disability.

ARTICLE IX

VACATIONS

Section 9.1. 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. (e.g., if an employee begins employment with the Village on July 1, 1997, 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, 1998.) Vacation allowances shall be based upon the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
------------------------------	-----------------------------------

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

Section 9.2. 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.

Section 9.3. Scheduling and Accrual. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority.

Section 9.4. Emergencies. Should an emergency arise at the time of vacation all employee vacations may be canceled provided the employees' services are required.

Section 9.5. 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.

ARTICLE X

WAGES

Section 10.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix C."

The hourly rate of full-time employees shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay for each of the various job classifications is set forth on the applicable wage schedule.

Section 10.2. Initial Placement on Salary Schedule. The initial placement of a new employee on the salary schedule shall be determined by the Employer in its sole discretion.

Section 10.3. 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 10.4. Longevity Pay. This section applies only to those employees hired before April 1, 1998. 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 fiscal year starting on May 1, 1997, and subsequent fiscal 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 fiscal 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	May 1, 1998	May 1, 1999
5 - 9	700	850	1,000
10 - 14	1,100	1,250	1,400
15 - 19	1,400	1,550	1,700
20 +	1,700	1,850	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 fiscal 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 10.5. Longevity Pay. This section applies only to those employees hired after April 1, 1998. 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, 1998, and subsequent contract years starting on May 1, 1999 and on May 1, 2000.

Effective May 1, 2011, eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	\$500
15 years	\$700
20 years	\$900

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.

ARTICLE XI

OVERTIME

Section 11.1. Rate of Pay. All overtime work must be approved in advance by the employee's immediate supervisor except in an emergency (e.g. call out by Fire or Police dispatcher). Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid more than once for the same hours:

- 1) Daily. All hours worked by an employee in excess of eight (8) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay.

- 2) Employees may choose compensatory time at the rate of time and one-half the employee's established hourly rate of pay for all hours worked over 8 hours per day, with the approval of the Department Director. At no time may an employee accumulate more than forty(40) hours of compensatory time, and all compensatory time must be taken within the 90 days immediately following the accrual.

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 11.2. 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.

Section 11.3. On Call and Call Back for All Employees. Any employee called back to work outside the employee's scheduled work hours shall be paid a minimum of two hours at one and one-half (1.5) times the employee's applicable pay, unless the time extends into the employee's regular work shift. An employee shall not be entitled to call back pay if the overtime is a continuation of the employee's scheduled work hours.

ARTICLE XII

DISCIPLINE AND DISCHARGE

Section 12.1. 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.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.1. 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 13.2. 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 2:

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 grievance within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 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 1. 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 13.3. Arbitration. If the grievance other than one involving an oral or written reprimand is not settled at Step 2 and the Union wishes to appeal the grievance, 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 2.

- (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 the first two names; the other party shall then strike two 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 selection and shall be requested to set a time and date for the hearing. Absent mutual agreement between the Village and the Union, the hearing shall commence within thirty (30) days after the arbitrator selects the appointment. The hearing shall be held at the Village Hall or another mutually agreeable location.
- (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 submit his 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 13.4. 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 13.5. 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 13.6. 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 XIV

NO STRIKE-NO LOCKOUT

Section 14.1. 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 or any refusal to cross a picket line of any nature, 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 14.2. 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 14.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 14.1 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 14.4. 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 14.1 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 14.5. 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 XV

NONDISCRIMINATION

Section 15.1. 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 15.2. Americans with Disabilities Act. 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 XVI

UNIFORMS AND PROTECTIVE CLOTHING, AND VEHICLES AND EQUIPMENT

Section 16.1. Uniforms and Protective Clothing. Employees shall be required to wear the uniforms and protective clothing deemed necessary in the sole opinion of the Village and the Employer shall provide an annual \$200.00 uniform allowance payable on May 1st. In addition to the above listed uniform allowance, bargaining unit employees will be eligible for reimbursement for up to \$200.00 in clothing and uniform purchases.

Section 16.2. Uniform Care. Employees shall be responsible for the care and cleaning of uniforms provided by the Employer.

Section 16.3 Vehicles and Equipment. Employees may be assigned a Village vehicle or Village phone when such assignment is determined by the Village Manager to be in the best interests of the Village. Village vehicles, phones and other equipment shall at all times remain the property of the Village and employees should have no expectation of privacy in the vehicle or other equipment or in its use. Village phones, vehicles and

equipment are provided for Village business and may not be used for personal use.

ARTICLE XVII

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 17.1. 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.

Section 17.2. 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.

If grant funds 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 employee may reimburse the employer 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.

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

Section 17.3. 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 head and the Village

Manager. 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 XVIII

INSURANCE

Section 18.1. Coverage and Costs. The Village agrees to make available to those full time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance.

Section 18.1.A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Section 18.1.B. Insurance Premium Cost Sharing. Plan participants providing for individual and/or family coverage shall contribute toward monthly premium costs through payroll deductions in amounts not to exceed the following:

Effective January 1st, for years 2012, 2013, 2014, and 2015 Employee health insurance premium contributions will represent the following percentage of the overall premiums and will include a four tier contribution model as follows:

<u>Plan</u>	<u>Employee Contribution</u>
HDHP/HSA Plan	3%
Select Plan	10%
PPO Silver Plan	10%
PPO Gold	10% plus the difference between the cost to the Village of the PPO Silver Plan and the PPO Gold Plan. (For example in 2011, using this model, the difference

equated to approximately 24.5% employee premium contribution for the PPO Gold.)

Beginning plan year 2012 emergency room co-pay of \$150.00 will be applied to the Select and Gold plans.

Four Tier Contribution Model:

Employee Only

Employee + Spouse

Employee + Child(ren)

Family

Section 18.1.C. HDHP/HSA Annual Deductible: For plan years 2012 and 2013, the annual deductibles for the HDHP/HSA plans will be:

EE:	\$2,500 per annum
EE + Spouse	\$5,000 per annum
EE + Child(ren)	\$5,000 per annum
Family	\$5,000 per annum

For plan years 2014 and 2015, the annual deductibles for the HDHP/HSA plans will be:

EE:	\$3,500 per annum
EE + Spouse:	\$7,000 per annum
EE + Child(ren):	\$7,000 per annum
Family	\$7,000 per annum

HDHP/HSA Plans

Employer contribution to HSA:

For those employees enrolled in the HDHP/HSA Plan, the Village will contribute an amount equal to \$1,000 for single participants or \$2,000 for family participants associated with the employee's plan election in the employee's HSA for plan years 2012 and 2013, and \$1,200 (single participants) and \$2,400 (family participants) for plan years 2014 and 2015. For plan years 2012 and 2013, the Village will make annual deposits no later than the second pay period in January of the respective plan year. For plan years 2014 and 2015, the Village may make one-fourth of the annual employer contribution in quarterly deposits.

Prescription Drugs / Emergency Room Co-pays:

For plan years 2011, 2012, and 2013, the prescription drug benefit and emergency room costs will be subject to the annual

deductible. Once the deductible is reached, prescription drugs and emergency room visits are paid at 100% by the Village health plan. For plan years 2014 and 2015, the prescription drug benefit will again be subject to the annual deductible; however, once the deductible is satisfied prescriptions will be subject to a co-pay of \$10/\$40/\$60 or a model similar, as offered by the administrator at that time. Emergency room costs will be subject to a \$150 co-pay after the deductible is satisfied. All co-pays and deductibles will be subject to a maximum annual out-of-pocket limit in the amount of \$5,950 per single coverage and \$11,900 per family coverage. *This limit does not apply to deductible and expenses for out-of-network services if the plan uses a network of providers. Instead only deductibles and out-of-pocket expenses for services within the network should be used to figure whether the limit applies.

Section 18.1.D. Wellness Incentive (All Plans) The Village will conduct on-site health screenings scheduled by the Village on predetermined dates each calendar year. The Village will pay for the cost of the health screening for full-time employees and their spouses. For those employees and their spouses who choose not to participate in the employee health screening, the employee's monthly health insurance premium share will be increased by 10% of the employee only premium cost to the Village or the employee + spouse premium cost to the Village of the plan in which they participate.

If an employee and their spouse are unable to participate in the health screening when they are held onsite, the employee and spouse will have until the 15th of the month directly following the scheduled on-site screenings to obtain a health screening at one of the screening company's alternate locations. Failure to obtain a screening by that date will result in the increased premium cost. Both member and spouse, if applicable, must participate in the wellness screening to avoid the 10% increase to the employee + spouse premium cost.

Employee deductibles, co-insurances, co-pays for services and prescriptions are outlined in the individual plan summaries. Parties agree that should any governmental regulation impose obligations on either party regarding provisions of insurance benefits, that parties will meet and confer for purposes of discussing the impact of such legislation.

Section 18.1 E. Healthcare Cash Equalizer IBEW employees shall be paid a one time taxable payment of \$750 "healthcare

cash equalizer" payable during the first pay period in January 2012.

During the term of the Agreement, if a "healthcare cash equalizer" is paid to non-union employees for years 2013, 2014 and through April 30, 2015 of the Agreement, the same taxable payment amount shall be paid to IBEW members.

Section 18.2. Vision Care Plan. This managed eye care program covers eligible employees and their eligible dependents. Essentially, the plan provides payment of fees to participating doctors or opticians. Details of the Plan Benefits Administration are detailed in the vision care brochure.

Section 18.3. 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 18.4. Conversion. Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section 18.5. 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 benefit plan descriptions. Any questions or disputes concerning said insurance policies and/or benefit plan descriptions or benefits therein shall be resolved in accordance with the terms and conditions set forth in said policies and/or benefit 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 18.6. Right to Change Insurance Carriers. The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

ARTICLE XIX

SUBCONTRACTING

Section 19.1. 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 19.2. 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 XX

SAVINGS CLAUSE

Section 20.1. 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 XIV, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXI

DRUG AND/OR ALCOHOL TESTING

Section 21.1. Drug and/or Alcohol Testing. Drug and/or alcohol testing shall be in accordance with Appendix D.

ARTICLE XXII

ENTIRE AGREEMENT

Section 22.1. 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 XXIII

DURATION

Section 23.1. Duration. This Agreement shall be effective as of May 1, 2011 and shall remain in force and in effect until 11:59 p.m. on April 30, 2015. 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.

Executed this 15 day of August, 2011.

VILLAGE OF ORLAND PARK



Daniel J. McLaughlin
Mayor



Paul G. Grimes
Village Manager



David P. Maher
Village Clerk

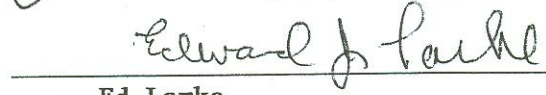
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 134



By: **Terry Allen, Business Manager**



James Conaghan Jr.
Business Representative



Ed Larke

APPROVED
INTERNATIONAL OFFICE-I.B.E.W.

NOV 28 2011

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

APPENDICES

- APPENDIX A CHECKOFF AUTHORIZATION
- APPENDIX B MEMORANDUM OF UNDERSTANDING regarding
Short Term Disability
- APPENDIX C MEMORANDUM OF UNDERSTANDING regarding
Village of Orland Park - International
Brotherhood of Electrical Workers
Local #134 Pay Rates
- APPENDIX D Village of Orland Park Drug and Alcohol
Policy and Testing Program for Non-Safety
Sensitive Employees

CHECKOFF AUTHORIZATION

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ("IBEW, LOCAL 134"), 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

Date

APPENDIX B

MEMORANDUM OF UNDERSTANDING
REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the 2011 - 2015 collective bargaining agreement between the Village of Orland Park and the International Brotherhood of Electrical Workers. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of this Agreement, 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 in this Memorandum of Understanding.

If an employee is eligible for an unpaid leave of absence pursuant to this Agreement, 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 XIX. Payment of short-term disability benefits by the Village shall commence after seven (7) calendar days in case of illness and/or accident. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under this 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 may hereafter designate;
- (b) periodically provide the Employer and/or the 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 and/or the short-term disability administrator, 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 the 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 the short-term disability administrator which may be necessary for the Employer and/or the short-term disability administrator 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 under this Memorandum.

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. Should the Employer exercise this right, then the provisions of Sections 18.1.A, 18.5 and 18.6 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No new employee shall be eligible for benefits under this Memorandum until the employee has worked at least one hundred and eighty (180) consecutive days in a full-time capacity for the Employer. In accordance with this 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 which are described in this Memorandum.

This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By:


Date:


James Conaghan Jr.

VILLAGE OF ORLAND PARK

By:

Date:


10/3/11

MEMORANDUM OF UNDERSTANDING
REGARDING VILLAGE OF ORLAND PARK INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #134 PAY RATES

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Field Inspector (Included 10/26/07 based on unit clarification petition)	Prior	\$64,008.28	\$67,083.49	\$70,309.07	\$73,699.16	\$77,260.64	\$80,994.87	\$86,314.17
POS 67 Grade 241		30.7732	\$32.2517	\$33.8024	\$35.4323	\$37.1445	\$38.9398	\$41.4972
	5/1/2011	\$64,968.38	\$68,089.74	\$71,363.71	\$74,804.64	\$78,419.55	\$82,209.79	\$87,608.88
	1.50%	\$31.2348	\$32.7355	\$34.3095	\$35.9638	\$37.7017	\$39.5239	\$42.1197
	5/1/2012	\$65,942.91	\$69,111.09	\$72,434.16	\$75,926.71	\$79,595.84	\$83,442.94	\$88,923.02
	1.50%	\$31.7033	\$33.2265	\$34.8241	\$36.5032	\$38.2672	\$40.1168	\$42.7514
	5/1/2013	\$67,096.91	\$70,320.53	\$73,701.76	\$77,255.43	\$80,988.77	\$84,903.19	\$90,479.17
	1.75%	\$32.2581	\$33.8079	\$35.4335	\$37.1420	\$38.9369	\$40.8188	\$43.4996
	5/1/2014	\$68,438.84	\$71,726.94	\$75,175.80	\$78,800.54	\$82,608.54	\$86,601.26	\$92,288.75
	2.00%	\$32.9033	\$34.4841	\$36.1422	\$37.8849	\$39.7156	\$41.6352	\$44.3696
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bldg Inspector & Plan Reviewer POS 32	Prior	\$56,896.25	\$59,629.77	\$62,496.95	\$65,510.36	\$68,676.12	\$71,995.44	\$76,723.71
Electrical Inspector POS 75		\$27.3540	\$28.6682	\$30.0466	\$31.4954	\$33.0174	\$34.6132	\$36.8864
Plumbing Inspector POS 115								
Mechanical Inspector POS 205	5/1/2011	\$57,749.69	\$60,524.21	\$63,434.41	\$66,493.02	\$69,706.26	\$73,075.37	\$77,874.56
Health/Housing Inspector POS 96	1.50%	\$27.7643	\$29.0982	\$30.4973	\$31.9678	\$33.5126	\$35.1324	\$37.4397
Grade 115								
	5/1/2012	\$58,615.93	\$61,432.08	\$64,385.92	\$67,490.41	\$70,751.86	\$74,171.50	\$79,042.68
	1.50%	\$28.1807	\$29.5347	\$30.9548	\$32.4473	\$34.0153	\$35.6594	\$38.0013
	5/1/2013	\$59,641.71	\$62,507.14	\$65,512.68	\$68,671.49	\$71,990.02	\$75,469.50	\$80,425.93
	1.75%	\$28.6739	\$30.0515	\$31.4965	\$33.0151	\$34.6106	\$36.2834	\$38.6663
	5/1/2014	\$60,834.55	\$63,757.28	\$66,822.93	\$70,044.92	\$73,429.82	\$76,978.89	\$82,034.45
	2.00%	\$29.2474	\$30.6525	\$32.1264	\$33.6754	\$35.3028	\$37.0091	\$39.4396

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Property Maintenance Inspector	Prior	\$47,299.86	\$49,552.40	\$51,918.29	\$54,400.36	\$57,007.55	\$59,744.74	\$63,674.68
Grade 125 POS 138		\$22.7403	\$23.8233	\$24.9607	\$26.1540	\$27.4075	\$28.7234	\$30.6128
	5/1/2011	\$48,009.35	\$50,295.69	\$52,697.07	\$55,216.36	\$57,862.66	\$60,640.91	\$64,629.80
	1.50%	\$23.0814	\$24.1806	\$25.3351	\$26.5463	\$27.8186	\$29.1543	\$31.0720
	5/1/2012	\$48,729.49	\$51,050.12	\$53,487.52	\$56,044.61	\$58,730.60	\$61,550.52	\$65,599.24
	1.50%	\$23.4276	\$24.5433	\$25.7152	\$26.9445	\$28.2359	\$29.5916	\$31.5381
	5/1/2013	\$49,582.26	\$51,943.50	\$54,423.55	\$57,025.39	\$59,758.39	\$62,627.66	\$66,747.23
	1.75%	\$23.8376	\$24.9728	\$26.1652	\$27.4161	\$28.7300	\$30.1095	\$32.0900
	5/1/2014	\$50,573.91	\$52,982.37	\$55,512.02	\$58,165.90	\$60,953.56	\$63,880.21	\$68,082.17
	2.00%	\$24.3144	\$25.4723	\$26.6885	\$27.9644	\$29.3046	\$30.7116	\$32.7318
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Building Information Coordinator POS 36	Prior	\$52,460.86	\$54,968.56	\$57,600.37	\$60,363.60	\$63,265.52	\$66,313.46	\$70,753.26
Sr Property Maintenance Inspector POS 238		\$25.2216	\$26.4272	\$27.6925	\$29.0210	\$30.4161	\$31.8815	\$34.0160
Grade 127								
	5/1/2011	\$53,247.78	\$55,793.09	\$58,464.38	\$61,269.05	\$64,214.51	\$67,308.16	\$71,814.55
	1.50%	\$25.5999	\$26.8236	\$28.1079	\$29.4563	\$30.8724	\$32.3597	\$34.5262
	5/1/2012	\$54,046.49	\$56,629.99	\$59,341.34	\$62,188.09	\$65,177.73	\$68,317.78	\$72,891.77
	1.50%	\$25.9839	\$27.2260	\$28.5295	\$29.8981	\$31.3354	\$32.8451	\$35.0441
	5/1/2013	\$54,992.31	\$57,621.01	\$60,379.81	\$63,276.38	\$66,318.34	\$69,513.34	\$74,167.38
	1.75%	\$26.4386	\$27.7024	\$29.0288	\$30.4213	\$31.8838	\$33.4199	\$35.6574
	5/1/2014	\$56,092.15	\$58,773.43	\$61,587.41	\$64,541.91	\$67,644.70	\$70,903.61	\$75,650.73
	2.00%	\$26.9674	\$28.2565	\$29.6093	\$31.0298	\$32.5215	\$34.0883	\$36.3705

Village of Orland Park Drug and Alcohol Policy and Testing
Program for Non-Safety Sensitive Employees.

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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 who do not perform safety-sensitive functions.

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 May 1, 2007 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 Manager (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 Manager 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 and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary employees of the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA; and
- Applicants for positions of employment with the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA.

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") 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 Manager (or a designated representative).

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 Resource Manager. 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.
- 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 Manager (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 controlled substance or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

All 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.

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

All employees covered by this policy shall submit to drug and 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. At least one supervisor 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.

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.

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*. 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, Village-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 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 the *primary* and *split*. The split sample is available should the employee dispute the results of the primary sample test. 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 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).

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.

Controlled Substance

Substances identified in Schedules I through V of 21 CFR 1308. Unless otherwise specified in this policy, the terms “drugs” and “controlled substances” are interchangeable and have the same meaning.

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:

BEHAVIOR:

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 ___

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.