

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

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March 10, 2023

VIA Hand Delivery

Pietro Scalera
Village Administrator
Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, Illinois 60108

RE: International Union of Operating Engineers, Local 150 and Village of Bloomingdale – Public Works Division - collective bargaining agreement

Dear Mr. Scalera:

Enclosed is one (1) original Collective Bargaining Agreements between the Village of Bloomingdale – Public Works Division and the International Union of Operating Engineers, Local 150, dated May 1, 2021 through April 30, 2025 for your records.

Sincerely,

Candice L. Mares

Enclosure

ecc: Bryan Diemer, Attorney
Steve Karpowicz, Business Representative

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VILLAGE OF BLOOMINGDALE

MAY 1, 2021 THROUGH APRIL 30, 2025

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between the VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation (herein referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of, and as exclusive bargaining agent for, certain civilian employees of the Village of Bloomingdale, Illinois, as defined in Article 2, Section 2.1.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent, as well as to adjust, misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

Section 2.1 Recognition: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time employees in the following classifications: Maintenance Worker II, Plant Mechanic I, Plant Mechanic II, Waste Water Plant Operator I, Waste Water Operator Plant Operator II, Water System Operator, Equipment Mechanic, Crew Leader, Building Inspector, and Engineering Technician but excluding ALL OTHER EMPLOYEES OF THE VILLAGE OF BLOOMINGDALE.

Section 2.2 New Classifications: In the event the Employer establishes any new classifications pertaining to work of a nature performed by employees within the bargaining unit as established in Section 1 of this Article, it shall provide the Union with at least fifteen (15) calendar days' notice prior to the time the new classification will be implemented, together with notice of the proposed salary rate. If the new classification is a successor to a classification included in the bargaining unit or if the new classification will perform a significant amount of work currently being performed by a classification in the bargaining unit, the Union shall file an appropriate petition for the accretion with the Illinois Labor Relations Board. The Union may notify the Employer with seven (7) calendar days of a desire to meet for the purposes of negotiating the proposed salary rate for the new classification. If the parties are unable to agree on a salary rate, the Employer may temporarily assign a proposed rate while the Union grieves the issue of the proposed wage rate only, pursuant to the Grievance Procedure commencing at Step Four of this Agreement.

Section 2.3 Union Stewards: Four (4) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Employer to identify the Stewards annually.

Section 2.4 Gender: Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 2.5 Seniority: Seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service within any classification covered by this Agreement since the employee's last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise mandated by law.

Section 2.6 Seniority List: The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement. The list shall become effective on or after the date of execution of this Agreement. Such list shall resolve all questions of seniority affecting employees covered under this Agreement, and attached to this Agreement as Appendix

A. The seniority list shall be updated and posted annually on the Agreement anniversary date, with a copy of said posting sent to the Union. Thereafter, any objections to the accuracy of said updates must be made, in writing, to the applicable Department Director within ten (10) working days of the posting. The Employer shall not be responsible for any errors in the seniority list unless errors are brought to the attention of the Employer, in writing, within ten (10) business days of the Union's receipt of the list.

Section 2.7 Probationary Period: All new employees and those re-hired after voluntary separation from the Village shall be considered probationary until they complete a probationary period of at least six (6) months of actual work. The Village may, at its sole discretion, extend any employee's probationary period until such time as an employee obtains a required training, license or certification, for up to an additional six (6) months of work. No grievance shall be presented on behalf of a probationary employee. Employees shall begin to earn Vacation and Sick Leave benefit as of the date of hire; however, employees are not entitled to use said benefit leave until they have satisfactorily completed their probationary period. There shall be no seniority among probationary or part-time employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority, which shall be retroactive to the last date of hire with the Village in a position covered by the Agreement. Upon successful completion of the probationary period, as determined by the Employer, the employee attains all rights of a bargaining unit member under this agreement.

Section 2.8 Review Period Following Promotion: If an employee is promoted from one bargaining unit position to another, the employee will be considered under review for the first three (3) months of actual work performed by the employee following the effective date of the promotion. During this review period, the Village retains the right to demote or transfer such employee to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion. The Village will provide an employee who is demoted or transferred pursuant to this Section with a written statement as to the basis of the demotion or transfer, provided that such action shall not be subject to the grievance procedure. It is understood that

should the employee be demoted to his previous position that the last person hired to said position would be laid off.

Section 2.9 Posting: Whenever the Employer determines there is a vacancy in an existing bargaining unit job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on department bulletin boards for five (5) working days. During this period, subject to the layoff provision in Section 8.3, employees who wish to apply for such vacancy, including employees on layoff, may do so.

Section 2.10 Filling of Vacancies: Even though a job opening has been posted, the Employer retains the final right to determine whether or not the opening should be filled, and by whom, pursuant to this Section. In the event the skill, qualifications and experience of two or more applicants (internal or external) for a bargaining unit position posted under Section 2.9 are equal, as determined by the Employer, then an existing employee with greater seniority will be offered the position first. Until such time that a vacant position is filled, the Employer may temporarily fill the position.

Section 2.11 Cross Training: In order to maximize employee skill and in an effort to provide improved service, the Employer agrees to consider implementing a cross-training program applicable to bargaining unit employees within the same job classification. To further that goal, no later than 120 days after this Agreement is ratified, the Employer will commence discussions with the Union regarding the development of a cross-training program.

ARTICLE 3

NON-DISCRIMINATION

In accordance with applicable law, neither the Employer nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, Union membership, or any other basis prohibited by federal or state law. Other than Union membership or non-membership, any dispute concerning

the interpretation and application of this Paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 4
UNION DUES DEDUCTION

Section 4.1 Deductions: The Employer agrees to deduct from the pay of those employees who are Union members, Union membership dues, assessment, or fees, hereafter referred to as Union deductions.

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

The Union is responsible for distributing the Union Dues Deduction Authorization form to their employees (including new employees), securing signed authorization forms from Union Employees, and forwarding all signed Union dues authorization forms to the Employer.

Upon receipt of an appropriate written authorization from an employee, such authorized Union deductions shall be made in accordance with the law and shall be remitted to the Union on a per pay period basis at the address designated in writing by the Union. The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

The Union shall advise the Employer and affected employees of any increases in dues or other approved Union deductions in writing at least thirty (30) days prior to its effective date.

Section 4.2 Indemnification: The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and

against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of the provisions of this Article.

ARTICLE 5
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including, but not limited to, the following: to determine the number and location of facilities/offices and equipment for such facilities/offices; to determine the duties, responsibilities and work assignments of any position or job classification; to create and eliminate job classifications as needed to meet the operations, services and missions of the Employer; to plan, direct, control and determine the budget and all the operations, services and missions of the Employer and its Departments; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions and to select personnel for such positions; to establish work, dress and appearance, and productivity standards, and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce various reasonable rules and regulations, orders, including personnel policies and manuals and any subsequent amendments to those policies and procedures, safety rules, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, demote, suspend, discharge for just cause (probationary employees without just cause), and layoff employees; to change or eliminate existing methods, equipment, uniforms, or facilities or introduce new ones; to institute advanced technology systems as such become available; to determine training needs and assign employees to training; to determine work hours (shift hours);

to determine staffing levels, assign, transfer, hire and promote employees; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and its Departments in the event of a mutual aid response or civil emergency as may be declared by the Mayor or his authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes); to carry out the mission of the Employer; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Employer expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act.

ARTICLE 6

NO STRIKE - NO LOCKOUT

Section 6.1 No Strike: Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies, or mass resignations, concerted absenteeism, or picketing, which in any way results in the interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Each employee who holds the position of a Union Steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2 No Lockout: The Employer will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3 Judicial Restraint: Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4 Discipline of Strikers: Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discipline or discharge.

ARTICLE 7

UNION REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 7.1 Attendance at Union Meetings: Subject to the need for orderly scheduling to address work duties and the need to respond to emergencies, the Employer agrees that designated representatives of the Union shall be permitted reasonable time off without pay or with the use of time due to attend general, board or special meetings of the Union, provided that at least five (5) working days' notice of such meetings shall be given in writing to the applicable Department Director or his designee, and provided further that the Union shall certify in writing to the applicable Department Director or his designee the names of all such representatives.

Section 7.2 Union Negotiating Team: No more than three (3) members designated as being on the Union negotiating team who are scheduled to work at a time when negotiations occur, shall, for the purpose of attending such scheduled negotiations, be excused from their regular duties. Such Union representatives shall only be paid for actual negotiation time during regular working hours, which shall not include preparation and/or recap time.

Section 7.3 Union Activity During Working Hours:

- a) It is understood that union activity should take place during non-working hours; however, when that is not possible Union activities within Employer facilities shall be

restricted to administering this Agreement. The Stewards shall ask for and obtain permission from his/her supervisor before leaving his/her job in order to conduct Union business. The Stewards will ask for and obtain permission from the supervisor of any employee with whom he/she wishes to carry on Union business.

- b) When practicable and subject to normal security procedures, an authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that such access shall not impede normal operations.
- c) Representatives of the Unions shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employee.

Section 7.4 Bulletin Boards: The Employer shall provide and place one Union bulletin board at the Public Works facility, one bulletin board at the Village Hall, and one bulletin board at the Water Reclamation Facility. The bulletin boards shall be used by the Union to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the investigation of grievances, other workplace complaints and issues, and internal matters involving the governance of the Union. The boards shall be for the sole and exclusive use of the Union, and shall be separate from other Employer bulletin boards. Except as provided herein above, postings shall be of a non-political, non-discriminatory, and non-inflammatory nature. For information purposes, a copy of all postings shall be provided to the applicable Department Director or his designee.

ARTICLE 8

LAYOFF AND RECALL

Section 8.1 Definition and Notice: The Employer in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff.

Section 8.2 General Procedures:

- a) If the Employer in its discretion determines that a layoff of an employee or employees within a position classification covered by this agreement is necessary, the Employer will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, as reasonably determined by the Employer, then seniority shall be the determining factor. Provided, however, any probationary employee in the affected position shall be laid off first, followed by part time employees, in the affected position. When practicable, the Employer will provide the Union with at least thirty (30) calendar days' notice of its intent to layoff under this Section.

- b) In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any equal or lower level job classification covered by this agreement, provided that he has more seniority than any other person in that classification or position, and further provided that he is fully qualified to perform the duties of the position within five (5) working days. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

Section 8.3 Recall of Laid-Off Employees: Laid off employees shall be placed on a recall list for a period equivalent to two years. If there is a recall in the employee's job classification or

position, equivalent job classification, or lower level job classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled within five (5) working days. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given fifteen (15) work days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the Employer by certified mail, return receipt requested. The recalled employee shall report for duty within fifteen (15) work days following receipt of the recall notice. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Employer with his/her current address. If an employee fails to timely report for duty following receipt of a recall notice, his/her name shall be removed from the recall list.

ARTICLE 9

LABOR-MANAGEMENT MEETINGS

Section 9.1 Meeting Request: The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed upon between the Union and the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a) discussion on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties; and
- c) Safety issues.

Section 9.2 Content: It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances that are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the

parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

Section 9.3 Attendance: Attendance at “labor-management conferences” shall not interfere with required duty time, unless otherwise determined by the Employer. If the Employer determines that a labor-management conference may take place during required duty time, the Employer will pay for no more than three (3) Union Representatives to attend the conference. The Employer in its sole discretion shall determine its representatives at such meetings.

ARTICLE 10

EMPLOYEE DISCIPLINE

Section 10.1: Employee Discipline: The Employer and Union agree with the tenets of progressive and corrective discipline, and that it shall be imposed only for just cause. Newly hired employees (during their initial probationary period or extension thereof) may be disciplined without cause and without recourse to the grievance procedure. Discipline shall be administered in accordance with the employer’s policies and procedures and shall include but not be exclusive of the progressive steps of priority outlined below. Discipline for major cause-infractions may by-pass one or more steps of progressive discipline outlined below as determined by the applicable Department Director or Village Administrator.

- a) Oral warning with documentation
- b) Written reprimand with copy of such maintained in the employee's personnel file with copy provided to Union upon employee’s request.
- c) Suspension with or without pay with documentation of such maintained in the employee's personnel file, with copy provided to Union upon employee’s request.
- d) Discharge with documentation of such maintained in the employee's personnel file, with copy provided to Union upon employee’s request.
- e) Demotion, the reduction of the class of employment and corresponding permanent reduction in wages, with documentation of such maintained in the employee’s personnel file.

With regard to d) Discharge and e) Demotion, the applicable Department Director may recommend, but the Village Administrator must approve.

Section 10.2 Investigation Period: Where an employee is alleged to have engaged in conduct which would be cause for suspension/discharge but his supervisors have not had a sufficient opportunity to investigate the allegations to make a final determination as to whether there is sufficient evidence to discipline the employee, the applicable Department Director may, with the approval of the Village Administrator, suspend the employee pending the outcome of the investigation. Such a suspension shall be with pay except for newly hired employees during their initial probationary period or extension thereof.

Section 10.3 Representation:

- a) Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.
- b) Prior to actual imposition of oral or written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1 Grievance and Business Days Defined: A grievance is defined as any meritorious difference, complaint, or dispute, including disciplinary action of an employee, between the Employer and the Union or any employee regarding the application, meaning or

interpretation of the express provisions of the Agreement. Business days shall be defined as Monday through Friday, excluding contractual holidays.

Section 11.2 Processing of Grievance: Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Furthermore, the parties may mutually agree to extend time limitations regarding processing of grievances.

Section 11.3 Employees Excluded from Grievance Procedures: Probationary employees are expressly excluded from the terms of the Article and shall not be entitled to utilize the Grievance Procedure during their probationary term.

Section 11.4 Grievance Steps

Step One: The employee shall first attempt to resolve a grievance orally with the Forestry/ Building & Grounds Supervisor, Distribution Supervisor, Street Maintenance Supervisor, Water Production Supervisor, Water Reclamation Supervisor, Building Commissioner, or Assistant Village Engineer and only after such attempt is made, upon its failure, take up the matter through the union as a formal written grievance by taking it to the Building Commissioner, Assistant Village Engineer, or applicable Department Director within ten (10) business days of reasonable knowledge of its occurrence. Any resolution of this step shall not be of precedential value in resolving future grievances.

If the grievance is not resolved at Step One, at the time a written grievance is filed, it shall be presented to the applicable Department Director, solely for the purpose of his determining which remaining Step (2, 3, or 4) is appropriate for commencement of the grievance procedure.

Step Two: Building Commissioner, Assistant Village Engineer, or Applicable Assistant Department Director: If not adjusted in Step One, the formal grievance shall be submitted in writing by the Union to the Building Commissioner, Assistant Village Engineer, or applicable Assistant Department Director, specifically indicating that the matter is a grievance under this Agreement. It shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief being requested. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. The appropriate Building Commissioner, Assistant Village Engineer, or applicable Assistant Department Director shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Union representative, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the appropriate Building Commissioner, Assistant Village Engineer, or applicable Assistant Department Director shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) business days following their meeting. Any resolution of this Step shall not be of precedential value in resolving future grievances.

Step Three: Applicable Department Director: If not adjusted in Step Two, the grievance shall be presented by the Union to the applicable Department Director or his designee within ten (10) business days following the receipt of the answer in Step Two. The applicable Department Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his Supervisor and Union representative within ten (10) business days after receipt of the grievance from the Union. The applicable Department Director shall then render a decision, based on the information presented during the meeting, within ten (10) business days of the meeting. Any resolution of this Step shall not be of precedential value in resolving future grievances.

Step Four: Village Administrator: If the grievance is not settled at Step Three and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within ten (10) business days after receipt of the Village's answer in Step Three. Thereafter, the

Village Administrator or his designee and the applicable Department Director or other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant, the Steward involved and a representative of the Union, if desired by the employee, within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

If the grievance is not settled in Step Four and the Union desires to appeal the grievance from Step Four, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days of receipt of the Village's written answer as provided to the Union at Step Four.

Section 11.5 Arbitration Procedure: When the grievance is appealed to arbitration, the representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after the meeting addressed in Step Four, the parties shall request the Federal Mediation and Conciliations Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the name of one (1) arbitrator, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of selecting a second panel. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

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

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be FINAL and BINDING on the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms herein or impose on any party hereto limitations or obligations not specifically provided for in this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

Section 11.6 Grievance Form: The written grievance as required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the grievant's complaint, the section(s) of the Agreement that have been allegedly violated, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the grievant(s) and the Union, or by the Union for a Union grievance.

ARTICLE 12

EMPLOYEE SAFETY & SECURITY

Section 12.1 Compliance with Laws: In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 12.2 Unsafe Conditions: Employees and Employer are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws, regulations, and Village safety polices. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued or working conditions should be modified.

Section 12.3 Safety Policies: Employees shall abide by all directives contained within the Village's Safety Manual, and Department Policies, as issued by the applicable Department Director or his designees concerning the safe and proper method for operating vehicles and equipment, utilizing Village facilities, proper safety gear and work practices and methods. Failure to proceed or act in a safe manner and thereby causing danger to oneself, Village property or other employees shall be cause for disciplinary action. Injuries or damage to equipment or property, regardless of cause, shall be reported immediately to their immediate supervisor.

Section 12.4 Fitness for Duty: When the Employer has reasonable suspicion to believe that an employee is unfit to continue working in his assigned classification, the Employer may require any employee to undergo physical, medical, and/or psychological examinations to be performed by an independent medical examiner to establish the fitness of the individual to continue work within his assigned classification, with said cost being the Employer's responsibility. Upon advice of the independent medical examiner, the Employer may impose a health maintenance program as a condition of continued employment, with said cost being the employee's responsibility, to the extent not covered by their insurance. Within 90 days of the execution of this agreement the parties shall meet to select a list of facilities from which the employer shall choose an independent medical examiner.

Section 12.5 Training Responsibilities: At the determination of the Employer, employees may be trained as instructors and assigned specific training responsibilities including but not limited to defensive driving, CPR/first aid, welding, equipment operations, Job Safety Analysis,

and all other assigned training. Prior to assigning these responsibilities, the Employer will solicit and consider volunteers for such training prior to assigning these responsibilities.

Section 12.6 Safety Meetings: The parties shall hold safety meetings at mutually agreeable times and places.

Section 12.7 Personnel File Inspection: The Employer's personnel files and disciplinary history relating to any employee shall be open and available for inspection by the affected employee during the Employer's regular business hours in accordance with the Illinois Personnel Record Review Act.

Section 12.8. Alcohol & Drug Testing: Drug testing shall be conducted in accordance with the Employer's Alcohol and Drug Abuse Policy and CDL (DOT) Drug and Alcohol Abuse Policy as incorporated herein as Appendices D and E.

ARTICLE 13 SUBCONTRACTING

Section 13.1 General Policy: It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Employer's lawful authority under the Illinois Statutes.

Section 13.2 Notice and Negotiate: Except where a natural or man-made emergency situation exists, as determined by the Employer, before the Employer changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a substantial loss of work to bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to negotiate the Employer's proposed subcontracting decision and its effect on bargaining unit employees.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 14.1 Workday and Workweek

- a) The Village hereby elects a work period of seven (7) days beginning on Saturday and ending on Friday. The workday for all full-time bargaining unit employees is eight and one-half (8 ½) hours, including a thirty (30) minute unpaid meal period.
- b) Work hour coverage is between the hours of 6 a.m. and 6 p.m. Monday through Friday, and 6 a.m. through 12 noon on Saturdays and Sundays. The applicable Department Director or his designee reserves the right to alter work hours within these parameters based on operational needs, at management's reasonable discretion with reasonable notice.

Section 14.2 Lunch/Rest Periods

- a) Rest Period: Employees shall be granted two (2) ten (10) minute paid rest periods per workday. The Supervisor shall ensure that adequate coverage exists at all times during the rest periods. Employees are to be available for any assignment during a rest period. Said breaks may be combined with the lunch break set forth below, at the supervisor's reasonable discretion.
- b) Lunch Period: Employees shall be granted a one-half (½) hour unpaid lunch during the midpoint of each day. Village vehicles are not authorized to leave Village limits during lunch or rest breaks. Additionally, where the requirements of the job dictate that an employee work through their lunch period, employees shall be afforded an alternate thirty (30) minute lunch period, or, at the reasonable discretion of the Supervisor, to leave work thirty (30) minutes early, or be paid at the appropriate rate of pay.
- c) Employees will be granted a ten (10) minute paid rest period after three (3) hours of overtime, a 30-minute unpaid meal break at after four (4) hours of overtime (to be taken before five (5) hours of overtime is completed), and another ten (10) minute paid rest period after six (6) hours of overtime is completed. Lunch and rest periods during both regular and overtime will be scheduled and may be further staggered at the discretion of

the Supervisor in order to meet operational demands. Both lunch and rest period times begin at the time the employee stops work and/or leaves the job site.

Section 14.3 Mandatory Rest Period: Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. The only exception to this practice is in situations of emergency as determined by the applicable Department Director or his designee. In these situations of emergency, an employee may be permitted to work beyond a sixteen (16) hour period as previously described if in the Supervisor's opinion, the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

Section 14.4 Overtime Compensation

- a) Overtime Payment: All employees will be eligible for overtime after working forty (40) hours during a work period. All hours worked beyond forty (40) hours shall be compensated at the rate of one and one-half times the employee's regular rate of pay, unless such rates are paid at the double time rates according to this contract. All approved overtime shall be paid on fifteen-minute increments according to Fair Labor Standards Act Rounding Rules. All paid leave (except for leave time under "Disabilities in the Line of Duty") shall be considered as hours worked for overtime purposes. Employees who sign in prior to the start of their shift or who remain on duty at the end of their shift shall not have such time included as "hours worked" except with their supervisor's approval.
- b) Overtime on Designated Holidays & Sundays: All overtime hours worked on holidays and Sundays, as set forth in this contract shall be paid at a rate of one and one-half (1½) times the regular rate of pay, except as otherwise set forth in this agreement.
- c) Call Back: A call back is defined as an official assignment of work, which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises, or their normally assigned work station, at a specified time, shall be compensated on the following basis:

1. If less than eight (8) hours' notice is given, employees shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.
2. If more than eight (8) hours' notice is given, the employee shall be compensated for a minimum of two (2) hours at one and one-half (1 1/2) times their regular rate of pay. Employees are expected to work the assigned overtime and will be given work to perform consistent with the employees' job classification during the entire period for which they are paid.

Compensation begins when the employee actually reports to the work station/work site, (with the exception of telecommuting response outlined below).

d) Telecommuting Call-Back Response – Employees assigned or designated on-call who are able to respond to notification of a problem and address the problem, without physically reporting to a work station, by electronic technologies including but not limited to SCADA, computer, facsimile machines, and telephones (excluding employee to employee consultations) shall be compensated on the following basis:

1. If the problem is addressed through telecommuting methods, a non-exempt employee shall be compensated for a minimum of thirty (30) minutes at one and one half (1 ½) times their regular rate of pay. If telecommuting takes longer than thirty (30) minutes, time will be paid on fifteen-minute increments according to Fair Labor Standards Act Rounding Rules.
2. If an employee is unable to address the problem through electronic methods and it is necessary to physically report to an onsite Village station, then the compensation shall be based on the minimum as defined in section 14.4 (c) Call Back. Time spent in attempting to initially resolve the problem via electronic methods, shall be included in the calculation of "total hours worked". Travel time is not counted as "hours worked".

Section 14.5 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 14.6 Overtime Distribution: The applicable Department Director or his designee shall have the right to require overtime work and employees may not refuse overtime assignments, unless a bona fide reason exists. The applicable Department Director or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The applicable Department Director or his designee will make overtime assignments within the Division that normally performs the work in which the overtime is needed. Earnest effort will be made to equalize overtime opportunities within each Division. For overtime work which has been customarily performed by all members of the Public Works and Utilities Division employees, reasonable effort will be made to equalize overtime opportunities. However, specific employees may be selected for overtime assignments based on specific skills, abilities, and experience they may possess. Probationary employees shall be eligible to work overtime, subject to the attainment of proper training and knowledge. The employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement. The above provisions shall not apply to festivals and intergovernmental events, or declarations of emergency by the Village President or other agencies that by mutual aid agreement, the Village is able and willing to assist.

Section 14.7 Overtime Assignments: Consistent with current practices, the Employer may:

- a) Require all employees to carry an activated Village supplied pager or other telecommuting device, and to respond to pages/contacts in a manner approved by the applicable Department Director or his designee, both during and after regular work hours;

- b) Reasonably assign employees expected to respond to pages/contacts and, if required, be called-back to duty.
- c) Reasonably assign overtime job assignments to the employee(s) working on the job assignment as an extension of their normal workday, compensated in accordance with 14.4(a).
- d) Schedule and assign employees weekend duty assignments requiring scheduled inspections of Village facilities on Saturdays and Sundays.

Section 14.8 Compensatory Time Off: In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee and the Employer, with a minimum usage of one quarter (1/4) hour, provided that the employee's supervisor is provided with 24 hours' notice. Compensatory time off shall be scheduled and taken in accordance with the department's procedure used to schedule time off. Advance notice may be waived by the applicable Department Director, or his designee, in cases of emergency, and shall not be unreasonably denied. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than sixty (60) hours of compensatory time at any given time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time twice per year in the months of June and December at the employee's current straight-time hourly rate of pay. An employee may choose to carry over to the next calendar year up to forty (40) hours of compensatory time in lieu of cashing it out in the month of December.

ARTICLE 15

WAGE RATES

Section 15.1. Compensation System: The compensation system will consist of annual performance evaluations, consistent with the pay plan of the Employer, and consistent with this Agreement.

Section 15.2. Pay Range and Pay Steps: Pay ranges for all unit positions consist of ten (10) steps, with the Start Step and Steps 1 through 8 being the starting rate of pay, and Step 9 being the maximum of the pay range. Pay ranges and steps are as outlined in Appendix B and shall be in effect from May 1st through April 30th of each contract year, except as otherwise provided by the terms of this Article.

- a) If an employee meets standards in his performance evaluation (a score of 20.0 points or more), a one-step increase in pay shall be granted on the employee's performance evaluation date, (formerly known as merit date).
- b) An employee hired after May 1, 2005 will be eligible for his first step increase after successfully completing one year of employment. All other employees will be considered for a step increase (within the pay range agreed to herein) as of the employee's performance evaluation date (formerly known as "merit date").

Section 15.3. Wage Adjustments: The wage adjustments, as outlined in Appendix B, shall be made effective on May 1, 2021. The wage adjustments set forth in Appendix B shall be paid retroactively to bargaining unit for all hours paid between May 1, 2021 and the date the Village implements the terms of this Agreement. The Village also agrees to make retroactive payment on all hours paid for all step increases bargaining unit employees were eligible to receive between May 1, 2021 and the date the Village implements the terms of this Agreement.

ARTICLE 16

HOLIDAYS

Section 16.1 Designated Days: The following shall be general holidays for Village employees. Only full-time employees in good standing shall be entitled to paid holidays.

New Year's Day

Presidents Day

Friday before Easter

Memorial Day (Observed)

Independence Day

Labor Day (1st Monday in September)
Thanksgiving Day (Last Thursday in November)
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve

Section 16.2 Weekends: Generally, whenever any of the above "actual" holidays fall on a Saturday, the preceding Friday shall be observed as a holiday; and whenever any of the above "actual" holidays fall on a Sunday, the following Monday shall be observed as a holiday. Modifications to these observances for specific holidays for specific reasons may be made from time to time upon direction by the Village Administrator with appropriate advance notice.

Section 16.3 Work on Holidays:

- a) Regular Shift Paid Holiday: Hours worked by a full-time employee on a holiday shall be computed at an overtime rate of pay equal to one and one-half (1-½) times the regular rate of pay, except as provided for under 16.3(b), in addition to paid holiday compensation.
- b) Call Back on a Paid Holiday: Hours worked by a full-time employee who is called back to work on a paid holiday shall be computed at an overtime rate of pay equal to two (2) times the regular rate of pay for a minimum of two (2) hours in addition to paid holiday compensation.

Section 16.4 Holidays on Off Days: Should a holiday occur on a day that a full time employee is not otherwise scheduled to work, such employee will be granted an additional day off with pay within the same calendar year, at a time mutually agreed upon by the employee and the supervisor concerned. Should an employee be absent without pay on either the last scheduled working day before or the first scheduled working day after the holiday, no additional day will be granted.

ARTICLE 17
VACATIONS

Section 17.1 Eligibility and Allowances: All regular full-time employees shall begin to earn Vacation Leave credits as of the date of hire; however, employees are not entitled to use any Vacation Leave until they have satisfactorily completed an initial six (6) month probationary period. Vacation allowances shall be earned on a bi-weekly pay period basis throughout the employment year, based on the accrual schedule set forth in 17.5. Vacation leave shall not be taken until it has been earned.

Section 17.2 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 at the commencement of the vacation period.

Section 17.3 Scheduling: Employees shall be awarded vacation time by the Employer in accordance with Department manpower requirements first, and in the order in which requests are received second. In the event two requests are received within seven days for the same vacation period the award shall be made on the basis of their job classification seniority. Vacation time shall be granted in such times blocks that are mutually agreed upon between the employee and the Employer, with a minimum usage of one-quarter (1/4) hour. Employees shall request approval of their supervisor or applicable Department Director at least twenty-four (24) hours in advance of taking such time off. The applicable Department Director at his discretion may waive advance notice.

Section 17.4 Accumulation: Employees shall not have accumulated more than the equivalent of two (2) years Vacation Leave credit. Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during any unpaid leave of absence, except where required by law.

Section 17.5. Accrual Schedule: Vacation leave shall be earned on a straight-time, hours-worked basis on a bi-weekly pay period basis throughout the employment year (anniversary date to anniversary date), at the following rates:

- a) Employees who have not attained their fifth anniversary date of continuous employment with the Village shall earn eighty (80) hours of vacation leave per year or 3.08 hours per pay period.
- b) Employees who have attained their fifth anniversary date but have not attained their twelfth anniversary date of continuous employment with the Village shall earn one hundred twenty (120) hours of vacation leave per year or 4.62 hours per pay period.
- c) Employees who have attained their twelfth anniversary date but have not attained their sixteenth (16th) anniversary date of continuous employment with the Village shall earn one hundred sixty (160) hours of vacation leave per year or 6.15 hours per pay period.
- d) Employees who have attained their sixteenth anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid vacation leave (.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of one hundred and twenty (120) additional hours for thirty (30) or more years of continuous employment.
- e) Employees hired on or after the effective date of this Agreement shall not be entitled to the benefits set forth in subsection d) but instead shall receive the following. Employees with sixteen (16) years or more service who have attained their sixteenth anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid vacation leave (.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of forty (40) additional hours for twenty (20) or more years of continuous employment (for a maximum total of two-hundred (200) hours of vacation leave earned per year or 7.69 hours earned per pay period at twenty (20) or more years of continuous service.)

Section 17.6 Employer Emergency: In case of an emergency, the Village Administrator may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or

recall back any employee from vacation in progress (assuming said employee can return to the workplace).

Section 17.7 Illness during Vacation: If an employee becomes ill during a Vacation Leave, such days may not be designated as Sick Leave, thereby carrying over the Vacation Leave to another period.

Section 17.8 Cash In: Upon written recommendation of the applicable Department Director, with approval of the Village Administrator, an employee may be paid for earned but unused vacation.

ARTICLE 18 LEAVES OF ABSENCE

Section 18.1 Leave of Absence: For leaves that do not qualify for a Family Medical Leave, regular full-time employees may be granted a leave of absence without pay for a specified period not to exceed ninety (90) days, in ninety (90) day renewable increments as approved by the Village Administrator in his discretion. During such leave of absence without pay, the employee shall retain any accrued benefits but shall not accrue seniority nor be covered under the Employer's Health, Dental, and Life insurance plans. Employees may access their rights under COBRA. In addition, the employee on such leave of absence without pay shall not continue to accrue benefits, including but not limited to vacations, holidays or sick leave, during such leave. Failure to report to duty within three (3) working days after the termination of a leave of absence shall be considered as resignation by the employee.

Section 18.2. Sick Leave:

- a) Eligibility: All regular full-time employees shall be eligible for paid sick leave benefits. In no case may sick leave be taken in advance of earning the time. A regular full-time employee may be eligible for sick leave because of his own

personal illness, injury, medical appointment, physical incapacity or enforced quarantine of the employee in accordance with health regulations.

Regular full-time employees may use up to six (6) days of accumulated sick leave per calendar year for the illness, injury, or medical appointment of an immediate family illness. Immediate family for this purpose includes spouse, child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. The Village may require written verification of the employee's absence from work for care of an immediate family member pursuant to Section 18.2.c after an employee has been off work for three or more days.

- b) Accumulation: A regular full-time employee will accumulate sick leave on a bi-weekly pay period basis at a rate of 3.69 hours per pay period starting on the date of hire with a maximum accrual of 1200 hours of Sick Leave with pay to protect the employee during extended illnesses. Sick leave begins to accrue from the date of employment, however, regular full-time employees are not eligible to use any sick leave until they have satisfactorily completed a six (6) month probationary period. A regular full-time employee shall be entitled to the use of any or all accumulated Sick Leave benefits with pay if and when needed and as authorized in minimum blocks of one quarter (1/4) hour at a time.
- c) Notification: An employee who is unable to report for work shall report the reason for his absence to the on-duty supervisor at least one (1) hour prior to the regular starting time for that employee. Failure to provide advanced notice on each such day may be considered an unexcused leave of absence without pay for that full day. Absences of three (3) or more consecutive work days, due to illness (employee's or family member's), requires a physician's statement certifying that the employee's or family member's condition prevented him from appearing for work, inhibited his ability to return to work, and that the employee is fit to return to duty. The Employer reserves the right to request additional Doctor's certification of health to return to work. Any expense incurred in providing such additional statement/certification from an employer-appointed physician will be

borne by the Employer on a per occurrence basis. Employees will not be able to resume work until the required certification is provided.

- d) Compensation: While on Sick Leave, an employee shall receive his normal rate of base pay; provided, however, an employee who simultaneously receives compensation under Workers' Compensation or through any other benefit plan shall receive, for the duration of such Sick Leave, only that part of his regular salary which will, together with said compensation, equal his regular salary.
- e) Separation of Employee: An employee terminating from Village service shall not be allowed the use of sick leave during the last two (2) calendar weeks of employment, unless otherwise authorized by the Village Administrator. Unused sick leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an employee, except as provided for in a qualifying retirement.
- f) Abuse: Abuse of the Sick Leave benefit may result in discipline or dismissal of the employee from the Employer's service.

Section 18.3 Off the Job Injuries or Illness: An employee who suffers an off-the-job injury or illness and is unable to return to work after three consecutive sick days may be eligible for a Family Medical Leave subject to the Provisions of the Family Medical Leave Act and the Village's Family Medical leave policy.

Section 18.4. Disability Injuries in the Line of Duty:

- a) Whenever any employee covered by this Agreement suffers an injury in the line of duty which causes him to be unable to perform duties, he shall continue to be paid by the Employer in accordance with the Employee Personnel Manual, Section 14.4.

- b) The Workers' Compensation Act provides that employees with a compensable work-related injury continue to be compensated at a rate of pay equal to sixty-six and two-thirds percent (66-2/3%) of their gross average weekly wage based on wages during the year before the injury. Said compensation is paid only after the loss of three (3) scheduled work days resulting from a work-related injury.
- c) The Workers' Compensation Act does not require the Village to pay Temporary Total Disability (TTD) benefits for the first three (3) scheduled work days lost (need not be consecutive days) due to a work-related injury unless the work-related injury continues for fourteen (14) or more calendar days.
- d) The Village will provide workers' compensation disability benefits in excess of that required by the Workers' Compensation Act and will compensate employees with a work-related injury for lost scheduled work days that occur within the thirty (30) calendar days immediately following the date of injury at one hundred percent (100%) of the employee's current regular rate of pay. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier.
- e) After thirty (30) calendar days, the employee will be compensated pursuant to the Workers' Compensation Act (see b) above).
- f) If an employee elects not to use accumulated leave to supplement his/her reduced wages, he/she will receive compensation directly from the Village's workers' compensation insurance carrier. This compensation is not considered Illinois Municipal Retirement Fund (IMRF) earnings.

- g) If an employee elects to use accumulated sick leave, personal leave, and vacation leave (in that order) to supplement the thirty-three and one-third percent (33-1/3%) compensation reduction, compensation will continue to be processed through the Village's payroll. In this event, the leave compensation and the compensation paid pursuant to the Act are considered IMRF earnings. To elect to supplement compensation with accumulated leave, the employee must have elected this option on their Employee Statement form. If this election was not made on the Employee Statement form, supplementing compensation is at the discretion of the Village. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier.
- h) TTD benefits end pursuant to the Workers' Compensation Act.
- i) If a holiday occurs during the first thirty (30) days immediately following a compensable workplace illness or injury, the employee will receive one hundred percent (100%) holiday pay. After the first thirty (30) day period, the employee will only receive workers' compensation payment, unless the employee supplements the other one-third (1/3) pay as specified above.
- j) Sick leave and vacation leave will be accrued by an employee during a period of up to three (3) months while on a duty-related disability leave. The Employer retains the right to order at its expense physical, medical or psychological examinations of the injured employee to determine his/her present or anticipated fitness for duty. The Employer further reserves the right to assign disabled employees to alternative duties within the Village in accordance with the Employer's "Return to Work" policy applicable to all employees, depending on the nature of the employee's disability and the duties available. Such determination shall necessarily be based on a case-by-case review of the facts involved, and the Employer shall have no obligation to provide "light duty" other than in its administration of its "Return to Work" policy.
- (k) It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Employer shall be reimbursed for

the wages paid to the employee for the time that the employee was off work for this injury. If suit is filed, the employee shall notify the Employer as soon as possible so that all insurance questions may be coordinated.

Section 18.5 Medical Examinations: If there is any question concerning an employee's physical or psychological fitness for duty or fitness to return to duty following a layoff, injury, illness, or other leave of absence, the Employer may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Employer. The foregoing requirement shall be in addition to any requirement that an employee provides, at his own expense, a statement from his own doctor upon returning from sick leave or disability leave. If a dispute arises over the medical condition of an employee, the parties shall select a neutral third doctor who shall make the final determination of his fitness for duty.

Section 18.6. Jury Duty Leave: A full-time employee may be granted leave with pay when required to be absent from work for jury duty. Compensation for such leave shall be limited to the difference between pay received for jury service less transportation costs and normal Employer pay.

Section 18.7. Funeral Leave: A full-time employee may be granted three (3) work days' leave to attend the wake or funeral, or to wrap up the decedent's affairs, with pay in the event of the death of the employee's spouse or any of the following members of either the employee's or spouse's family: child (including step or adopted), grandchild, mother, father, sister or brother (including half or step), grandparents, daughter-in-law, son-in-law, step parents or members of the employee's immediate household. In the event of the death of an aunt or uncle of the employee or his spouse, such employee may be granted one (1) day's leave for the same purposes. Any employee granted such leave shall be paid for his regularly scheduled workdays which occur during such leave. If more time is needed for long distance travel or to wrap up the decedent's affairs, and is requested by the employee, additional days may be granted upon

submission of a written request, and recommendation of the applicable Department Head and approval by the Village Administrator.

Section 18.8. Personal Leave: All full-time employees with a full year or more of service will be eligible for thirty-two (32) personal leave hours for the next calendar year. The thirty-two (32) personal leave hours are granted on a calendar year basis beginning January 1 and may be taken any time during that calendar year. Under no circumstances shall personal leave hours be carried forward to the next calendar year. All employees who have completed an initial successful employment period of six (6) months are eligible for personal leave to be utilized within the calendar year in which the six (6) month period ends.

- a) If the six (6) month period ends between January 1 and April 30th (inclusive), the employee will be eligible for twenty-four (24) personal leave hours that must be taken within the same calendar year.
- b) If the six (6) month period ends between May 1 and August 31 (inclusive), the employee will be eligible for sixteen (16) personal leave hours that must be taken within the same calendar year.
- c) If the six (6) month period ends between September 1 and December 31 (inclusive), the employee will be eligible for eight (8) Personal Leave hours that must be taken within the same calendar year.
- d) Personal leave may be taken in quarter (1/4) hour increments, provided that employees shall request approval of their supervisor or Department Head at least twenty-four (24) hours in advance of taking such time off. Advance notice may be waived by the applicable Department Director or his designee in cases of emergency, and shall not be unreasonably denied. In cases when an employee is separated from the Employer service, there will be no compensation for unused personal leave.
- e) Employees who use two (2) or less sick days in a full calendar year shall be entitled to accrual and use of one (1) additional Personal Leave day in the following year.
- f) If an Employee participates in the Village's trimester physical fitness testing program and passes all three consecutive fitness tests, he/she shall be awarded one (1) additional personal leave day to be credited in the next calendar year and used in that same calendar

year, in accordance with current practice. Participation is purely voluntary, and time spent to participate in the Village's physical fitness testing program is not paid by the Village. Testing times are as scheduled by the Village's fitness testing coordinator. In the event that the Village applies a less restrictive benefit to non-bargaining unit employees, (excluding sworn employees), then the same benefit shall apply to the bargaining unit employees.

Section 18.9 Family and Medical Leave Act: The Employer agrees to comply with the Family and Medical Leave Act of 1993 ("FMLA") and the rules and regulations issued in conjunction therewith. The Employer may promulgate and implement any policies which are consistent with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith.

Section 18.10 Military Leave: The Employer will not discriminate in any aspect of employment, reemployment, or any benefits of employment on the basis of an employee's participation in the uniformed services, in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Military Leave of Absence Act, 5 ILCS 325/1 et seq., Municipal Employees Military Active Duty Act, 50 ILCS 120/0.01 et seq., and the Local Government Employees Continuation Act, 50 ILCS 140/1 et seq.

ARTICLE 19

RETIREMENT BENEFITS

Section 19.1 Retirement Benefits: An employee who is eligible and will receive a pension from the Illinois Municipal Retirement Fund at time of separation is considered a retiree for retirement benefit purposes. The employee shall receive compensation for any accumulated sick leave in excess of sixty (60) days, up to a maximum of eighty (80) days of compensation, at the employee's current hourly rate of pay at the time of separation.

ARTICLE 20
HEALTH, DENTAL & LIFE INSURANCE

Section 20.1 Health, Dental & Life Insurance:

Full-time bargaining unit employees shall receive group health, dental, and life benefits through the Midwest Operating Engineers Welfare Fund ("Fund"). Bargaining unit employees shall receive benefits starting on the first day of employment with the Village. In doing so, the Union recognizes that these employees will have no right to re-entry into the Employer's group health, dental, or life insurance plans during this contract period.

Effective May 1, 2021, the Village's contribution to the Fund for payment of insurance premiums shall be as follows:

Single \$799
Single Plus One \$1,597
Family Coverage \$2,436

Upon execution of this Agreement, the Village agrees to make retroactive payment to the Fund for the difference between the rates it paid on behalf of bargaining unit employees and the amounts set forth above.

Effective May 1, 2022, the Village's contribution to the Fund for payment of insurance premiums shall be as follows:

Past payments retroactive upon ratification:
Single \$839
Single Plus One \$1,677
Family \$2,557

Upon execution of this Agreement, the Village agrees to make retroactive payment to the Fund for the difference between the rates it paid on behalf of bargaining unit employees and the amounts set forth above.

On May 1 of each succeeding year during the term of this agreement, premiums may increase up to the lower of 10% over the previous year's premium, or actual costs incurred by the Fund. The aforementioned payments shall represent all health, dental, and vision payments

owing to bargaining unit employees by the Village. The Employer agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered.

Employees on an unpaid leave of absence of one (1) pay period or more or serving an unpaid suspension over thirty (30) calendar days shall be responsible for 100% of their insurance coverage under COBRA plus applicable administrative fees. The only exceptions are unpaid leaves of absences where the Employer may be obligated under federal or state law to continue its payment of insurance premiums, such as under the Family and Medical Leave Act (FMLA).

Bargaining unit members must notify the Human Resources Director in writing of any changes in life status that may impact whether the employee has dependent insurance coverage, such as marriage, birth, death, divorce, legal separation, dependent reaching limiting age, etc. Such notice must be received by the Human Resources Director within thirty-one (31) days of the event occurring. Failure to notify the Human Resources Director in writing on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

The Fund is solely responsible for the administration of COBRA, HIPAA and other applicable federal and state mandates. In order for the Fund to offer coverage under COBRA, HIPAA, or other applicable federal and state mandates, the employee must notify the Fund of the applicable change in life status in accordance with the Fund's requirements. Failure by the employee to notify the Fund on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor. The Union further recognizes that all health, dental and life insurance claim inquiries, complaints and grievances are not the responsibility of the Employer. As the Village's obligation is limited to paying the premium set forth in Section 20.1, it is agreed that such matters are outside the scope of the Village's control and are solely within the discretion of the Union and/or the Fund's trustees.

The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or policies of the Agreement and Declaration of Trust of the Midwest Operating Engineers Welfare Fund, and all subsequent amendments made thereto. Any dispute concerning such coverage shall be resolved in accordance with the terms and conditions of aid plan or policy and shall not be subject to the grievance procedure of this Agreement.

The Union shall indemnify and hold harmless the Village, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of the Village's agreement to pay for benefits for bargaining unit employees covered by the Fund.

Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Fund represent and agree that they will comply with all applicable laws to ensure that the Fund benefits offered to bargaining unit employees include retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Village and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367. Nothing herein shall be constructed to require the Village to pay for any of the cost of the Fund for retirees.

The Fund shall be solely responsible for any taxes, fees, or other costs associated with the Fund, including any and all costs imposed on the Union's Plan under the Patient Protection and Affordable Care Act ("PPACA") or under any other state or federal legislation. This includes, but is not limited to: any excise tax for high cost coverage (e.g., the "Cadillac Tax"), the costs for the Comparative Effectiveness Research Fee, the Health Insurance Industry Fee, or the Reinsurance Assessment, for example.

The Union agrees to indemnify and hold the Village harmless for the full amount of any and all costs should the Village be charged any fees, taxes, premiums, or other costs beyond the premiums outlined above as a result of any bargaining unit employee's participation or non-

participation in the Fund. This includes but is not limited to any and all fees imposed on the Village as a result of the Union's failure to provide "affordable" coverage. The Village shall be entitled to recover all costs, reasonable attorney's fees, and collection fees incurred in order to enforce this provision of the Agreement.

ARTICLE 21 EMPLOYEE TRAINING & EDUCATION

Section 21.1: The Employer agrees to the training approval, payment and compensation, and accommodation practices as set forth in its Training, Travel & Business Meals regulations, and subsequent amendments.

Section 21.2 CDL License: The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License, for the cost of said license including testing, renewals, and any endorsements the employee is required to obtain and maintain. All bargaining unit members, except Building Inspectors and Engineering Technicians, shall be expected to obtain and maintain a Class B Commercial Driver's License (CDL) with a Tanker Endorsement as a condition of continued employment with the Village. All bargaining unit members with the job title of Maintenance Worker II or Crew Leader, both currently employed and newly hired, shall be expected to obtain and maintain a Class A Commercial Driver's License (CDL) with a Tanker Endorsement as a condition of continued employment with the Village. Employees required to obtain a Class A CDL must do so within six (6) months of being hired or within six (6) months after the signing of this Agreement in the case of existing employees. The Village may require additional endorsements as necessary to operate various equipment. At the discretion of the applicable Department Director or his designee, CDL license testing and renewals can be arranged during the employee's normal working hours.

Section 21.3 Tuition Reimbursement: The purpose of the Tuition Reimbursement Program is to encourage full-time employees to voluntarily pursue continued education which

will benefit the employee and the employer. Participation in the program is subject to the availability of funds.

a) Eligibility

1. Full-time employees must have successfully completed either six (6) months of service or their probationary appointment period whichever is longer.
2. Full-time employees must be in good standing in their present position as determined by the Village.
3. Prior written approval from the applicable Department Director and the Village Administrator must be obtained by January 1st of each year for consideration in the subsequent fiscal year.

b) Institutions

1. An educational institution may include junior college, college, university, trade school or other institution as approved by the Village Administrator.
2. Employee may be required to furnish information about the accreditation of the particular educational institution.
3. If the same or similar course is available at both a private and public institution, the public institution should be utilized.

c) Eligible Courses

1. The program is available for college level courses or advanced training that are job-related.
2. Full-time employee may be reimbursed for the cost of tuition (excluding laboratory fees and books) for job-related courses, including those courses which are part of a job-related college degree program.
3. Post-Graduate courses are not eligible unless approved by the Village Administrator.
4. Courses are to be taken on employee's own time and shall receive no compensation for hours accrued in the program.
5. The number of courses an employee can enroll in during a given semester or quarter shall be reviewed during the pre-approval process and shall in no way interfere with the employee's job duties and responsibilities.

6. Reimbursement: Reimbursements shall be based on the actual cost of tuition up to, but not to exceed, three thousand dollars (\$3,000) per employee in any fiscal year. Reimbursements will be made after demonstration of course completion in accordance with the following schedule:

Grade of A	-	100% reimbursement
Grade of B	-	90% reimbursement
Grade of C	-	80% reimbursement

There shall be no reimbursement for a course where a grade of below C is received. Courses taken on a Pass/Fail basis will be reimbursed at eighty percent (80%) if a passing grade is received.

d) Obligation Period: If an employee voluntarily leaves the Village within two (2) years of completing a reimbursed course, the employee shall repay the Employer the costs of the course.

e) Completion of Forms

1. The applicant shall obtain budgetary approval from the Village Administrator upon recommendation of the applicable Department Director, prior to signing up for any courses. An employee must complete a "Request to Participate in the Tuition Reimbursement Program" and submit it to the applicable Department Director at least thirty (30) days prior to the first meeting of the class. Employees should contact the institution to obtain an estimate of the cost of tuition.
2. After a course has been completed, the participant must submit the following items: approved "Request to Participate in the Tuition Reimbursement Program" from the Village Administrator, your tuition bill, and your grade report.

Section 21.4 Certification Incentive: See (Appendix C)

ARTICLE 22

UNIFORMS AND EQUIPMENT

Section 22.1 Uniforms/Boots: The Village retains management rights in accordance with Article 5 of the Collective Bargaining Agreement to establish dress and appearance standards, and, from time to time, change those standards.

The Village will provide the following:

A. Public Works Maintenance and Utilities Divisions:

- | | | |
|------------|---|--------|
| 1. Shirts | - | Rental |
| 2. Pants | - | Rental |
| 3. Jackets | - | Rental |

The Village will provide rental and cleaning of the above items subject to the conditions of the current uniform rental agreement. The current agreement allows three of the eleven pants to be substituted for shorts. Due to the existing rental agreement, Village management has allowed this practice to occur at no additional cost to either the employer or the employee. Subject to a new rental agreement, this practice may not be available and consequently the employee will have to follow conditions set forth under the Optional accessories if they so choose to wear the optional approved shorts.

Appropriate personally supplied substitutions for the rental pants supplied to public works Maintenance, Utilities, Streets, and Wastewater divisions are allowed subject to individual department Supervisor approval.

- | | | |
|--|---|---------------------------------------|
| 4. Black or Brown Cold Weather Insulated Suits or jacket/bib | - | Purchased
(\$130.00/every 3-years) |
| 5. Lime green ANSI Class II Tee Shirts (5) | - | Purchased \$120/employee/year |

Lime green ANSI Class II Level II Summer Tee Shirts (5) will be purchased for PW Maintenance Streets, Forestry, Utilities Distribution, Water Production staff

Blue Summer Tee Shirts (5) - Purchased \$40/employee/year

Blue summer tee shirts will be purchased for Public Works Maintenance Buildings & Grounds, Equipment Maintenance, Utilities Water Reclamation Facility staff

6. Steel Toed Work Boots/Insulated Steel Toed Cold Weather Boots - Reimbursed \$250.00/year

All Boots are to be purchased outside of normal business hours and shall be reimbursed through Village purchase order process and must show proof of purchase.

7. Hats Summer Baseball Hats - Purchased \$15/year
Winter Hats - Purchased \$15/year

The Village will purchase one (1) summer baseball style hat and one (1) winter hat per year as desired by the employee. Acceptable hat styles are to be selected from the document titled "Examples of Acceptable Outerwear" dated 8/12/08. The Village logo will be put on the baseball style.

All other style and/or different logo hats will be deemed unacceptable.

8. Approved Optional Uniform Accessories: Public Works Maintenance and Utilities employees wishing to expand the basic uniform supplied by the Village may elect to purchase approved optional uniform clothing. The employees choosing to wear optional uniform clothing understand that they are solely responsible for the purchase, cleaning, maintaining, and the wearing of these garments in the same manner as the basic uniform. The Village logo, style, size, and location approved by the applicable Department Director or designee, must be clearly displayed prior to the garment being worn as part of the uniform. Approved optional uniform accessories are as follows:
- a. Vests: Carhart style brown/black Cotton duck material or insulated vest, color matches uniform jacket
 - b. Sweatshirt (outerwear): Hooded, crew and v-neck sweatshirt and/or mock turtle necks in black, light grey, navy blue, or lime green ANSI Class II.
 - c. Shorts: Approved shorts will be posted each year on Division bulletin boards with ordering information. Approved shorts may be worn between March 1 and

November 1 as determined appropriate by employee's Supervisor. Below are work activities where shorts are clearly prohibited.

1. Brush Chipping
 2. String Trimming
 3. Pesticide Application or other Chemical Spraying
 4. Asphalt Work
 5. Welding or Cutting with Torches
 6. Scheduled/Routine Confined Space Entries
- d. Pants: Approved Carhart style pants in black, brown, or gray. Denim jeans are not permitted.

*This above list is not all inclusive. Other work activities may be regulated as determined appropriate by employee's Supervisor.

The Village reserves the right to cancel the uniform contract for a specific individual if the employee chooses to wear optional accessories. The cancellation will be for the fiscal year. If an employee wishes to re-enter the uniform contract, the employee must notify their supervisor at the time of budget preparation (November of each year).

B. Engineering and Building & Zoning Divisions

1. Shirts, Jackets & Black or Brown Cold Weather Insulated Suits or jacket/bib -
Purchased \$200.00/year

Village purchased shirts will be collared button-down shirts or polo with the Village logo – long or short sleeve

Village purchased shirts may also consist of wind shirts as outerwear.

Jackets are to be approved by Supervisor and must have Village logo. Village logo must be approved by applicable Department Director or designee.

2. Pants - Employee Purchased

Business casual Khaki style pants or blue or black denim jeans without holes, cuts, frays, or other signs of visible wear and/or faded appearance.

Steel Toed Work Boots/Insulated Steel Toe Cold Weather Boots - Reimbursed \$250.00/year

All Boots are to be purchased outside of normal business hours and reimbursed through Village purchase order process.

3. Hats Summer Baseball Hats - Purchased \$15/year
Winter Hats - Purchased \$15/year

The Village will purchase one (1) summer baseball style hat and one (1) winter hat per year as desired by the employee. Acceptable hat styles are to be selected from the document titled "Examples of Acceptable Outerwear" dated 8/12/08. The Village logo will be put on the baseball style.

All other style and/or different logo hats will be deemed unacceptable.

Approved Optional Uniform Accessories: Building & Zoning and Engineering employees wishing to expand the basic uniform supplied by the Village may elect to purchase approved optional uniform clothing. The employees choosing to wear optional uniform clothing understand that they are solely responsible for the purchase, cleaning, maintaining and the wearing of these garments in the same manner as the basic uniform. A Village logo, style, size, and location approved by the applicable Department Director or designee, must be clearly displayed prior to the garment being worn as part of the uniform. Approved optional uniform accessories are as follows:

- a. Outerwear - sweatshirt, hooded, crew and v-neck sweatshirt, and/or mock turtle necks.

Shorts: Approved shorts will be posted each year on Division bulletin boards with ordering information. Approved shorts may be worn between March 1 and November 1 as determined appropriate by employee's Supervisor.

Section 22.2 Uniform Expectations/ Display of Logo:

- A. Each employee is expected to wear the uniform while on duty. Each uniform and related clothing should provide a professional, neat, and clean appearance as established by the guidance developed by the applicable Department Director or his designee. Uniform shirts shall be tucked into the uniform pants and are to be worn daily throughout the year. In general, the tee shirts are intended to provide the employees a level of comfort and safety while performing labor related tasks. The uniform is intended to provide identity to Village employees. The uniforms are only to be worn when on duty and are not intended for personal use.

The Village reserves the right to require bargaining unit members, based on safety and/or proper professional appearance, if a tee shirt and/or optional accessory is worn out, faded, and/or lost reflectivity, to cease wearing said clothing as it is no longer acceptable to wear as part of the uniform.

- B. Outerwear shall have the Village logo in an unobstructed view. Any employee who wears layers of clothing is expected to coordinate these layers to comply. For example, an employee who wishes to wear his/her personal vest may be permitted to do so as long as the vest is covered by outerwear with a logo.
- C. Employees may, but are not required to, wear a Village uniform when scheduled to attend a day-long training seminar.

- D. Employees may wear one (1), one (1) inch or less, union lapel pin as approved by the applicable Department Director or his designee. The union lapel pin shall be of a non-political, non-discriminatory, and non-inflammatory nature. Employees may also wear a work-related certification/license on his uniform as approved by the applicable Department Director or his designee.

Section 22.3 Safety Compliance:

- A. Safety of the employees is of the utmost concern. The above uniform regulations are intended to provide Village customers with the visual identity that a Village employee is present. The uniform is not intended to be a substitute for or replace personal protective or other necessary safety equipment or clothing. During the course of employee's assigned duties as with any clothing, proper safety procedures and common sense are expected. It is the employee's responsibility to wear the appropriate uniform clothing and personal protective equipment for the task they are performing. Compliance with the above uniform provisions is expected and failure to comply will be subject to progressive disciplinary action.
- B. Personal Protective Equipment (PPE): The Village shall provide and furnish all necessary personal protective items and it is the employee's responsibility to wear the appropriate PPE and to follow the Department's Personal Protective Equipment Policy.
- C. Prescription Safety Glasses: The Village agrees to replace glasses should an employee's original pair become damaged/broken on the job.

Section 22.4 Water Reclamation and Equipment Mechanics Tools:

Equipment Mechanics and Water Reclamation Plant Mechanics I & II shall furnish their own tools but shall not be required to furnish special tools such as: welders, air compressors, air tools, hoisting devices, pin presses, torque wrenches, spanner wrenches, air or electric wrenches,

gear and bearing pullers, electric drills, reamers, taps and dies, oxyacetylene hoses, gauges, meters, and torches and tips.

The Village agrees to pay for or replace with equal quality any tools, excluding hand tools guaranteed by the manufacturer, broken on the job by the mechanics or anyone required to furnish their own tools. The Village shall maintain an insurance policy for the loss of the employee's personal tools, or portion thereof, due to theft by break-in and fire and explosions, or other circumstances that may happen on the Village's premises.

It is understood that all employees must furnish the Village with a complete inventory of the personal tools, the cost and their brand. It is further understood that whenever new tools are purchased by the employee must include them on his inventory list previously furnished, and whenever tools are removed, the inventory shall be reduced. If an employee does not supply the Village with an inventory of tools, responsibility for replacement will not be that of the Village. It is further understood that a tool checkout procedure is established and is kept by each employee for all tools being loaned out.

ARTICLE 23 **SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event; upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 24
COMPLETE 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, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights Article. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

ARTICLE 25
DURATION

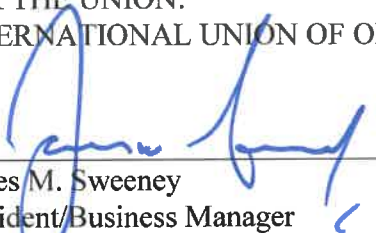
Section 25.1 Termination: This Agreement shall be effective from May 1, 2021 and shall remain in full force and effect until April 30, 2025, whereupon it shall be automatically rendered null and void. This Agreement will be reopened on November 1, 2024 for the purpose of negotiating a successor agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

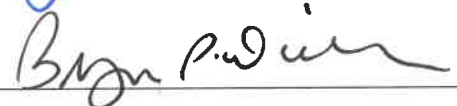
Section 25.2 Continuing Effect: Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 12th day of December, 202~~3~~₂ in the Village of Bloomingdale.

FOR THE UNION:
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

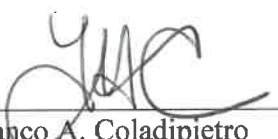


James M. Sweeney
President/Business Manager




Bryan Diemer
Attorney

FOR THE VILLAGE OF BLOOMINGDALE:



Franco A. Coladipietro
Mayor, Village of Bloomingdale

ATTEST: 

Pamela S. Hager
Village Clerk

SEAL:

**APPENDICES TO THE
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

VILLAGE OF BLOOMINGDALE

APPENDIX A

IUOE LOCAL 150 – SENIORITY LIST

Last Name	First Name	Position	Hire Date
Blum	Robert Owen	Crew Leader	08/29/83
Finnander	Timothy	Building Inspector	12/12/88
Maranto	Patrick	Water System Operator	05/15/89
Bruno	Alberto S	Maintenance Worker II	08/28/90
Grant	Tim T	Maintenance Worker II	10/14/96
Mason	Mark	Maintenance Worker II	04/16/01
Arce	Juan	Plant Mechanic II	05/07/01
Dibasilio	Andrew	Maintenance Worker II	09/20/04
Mitchell	Christopher C	Maintenance Worker II	10/18/04
Mila	Michelle L	Engineering Technician	05/23/05
Cieslak Jr.	Edward J	Maintenance Worker II	06/19/06
Hunt	James H	Crew Leader	06/19/06
Benhart	Ryan C	Maintenance Worker II	05/14/07
Beckman	John R	Maintenance Worker II	11/12/07
Wright	Robert M	Maintenance Worker II	12/22/08
Franzen	Scott R	Maintenance Worker II	03/06/13
King Jr.	Thomas B	Maintenance Worker II	08/05/13
Marx	Nicholas S	Maintenance Worker II	10/28/13
Ams	Douglas R	Wastewater Operator I	07/12/17
Swayne	Scott C	Wastewater Operator I	09/27/17
Heckinger	Charles A	Plant Mechanic I	10/16/17
Perry	Jassen D	Maintenance Worker II	08/12/19
Miraka	Marius	Building Inspector	11/04/19
Dary	Jacob S	Wastewater Operator I	11/11/19
Streich	Mark S	Wastewater Operator I	01/27/20
Minniti	Frank A	Maintenance Worker II	01/04/21
Marston	Christopher C	Maintenance Worker II	01/11/21
Leidi	Jordan C	Equipment Mechanic	05/24/21
Payer	Zachary E	Building Inspector	11/29/21
Machulskis	Walter J	Equipment Mechanic	01/19/22
Walsh	Cody T	Maintenance Worker II	02/14/22
Lauing III	Timothy N	Maintenance Worker II	06/06/22
Locascio	Andrew J	Maintenance Worker II	08/01/22
Minniti	Robert J	Maintenance Worker II	09/12/22

APPENDIX B

		Start	1	2	3	4	5	6	7	8	9
	2%										
	2021										
Job Position	Pay Group	5/1/2021									
Maintenance Worker II	150B	\$26.32	\$27.62	\$28.59	\$29.59	\$30.61	\$31.69	\$32.80	\$33.96	\$35.13	\$36.55
Plant Mechanic I	150B	\$26.32	\$27.62	\$28.59	\$29.59	\$30.61	\$31.69	\$32.80	\$33.96	\$35.13	\$36.55
Wastewater Operator I	150C	\$26.32	\$27.62	\$28.59	\$29.59	\$30.61	\$31.69	\$32.80	\$33.96	\$35.13	\$36.55
Water System Operator	150C	\$28.34	\$29.75	\$30.80	\$31.88	\$33.01	\$34.14	\$35.35	\$36.57	\$37.86	\$39.37
Plant Machanic II	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
Equipment Mechanic	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
Wastewater Operator II	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
Building Inspector	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
Engineering Technician	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
Crew Leader	150D	\$29.45	\$30.92	\$31.99	\$33.11	\$34.27	\$35.46	\$36.69	\$37.98	\$39.33	\$40.89
*Current Incumbents only receive extra \$1.00 on Step 9											

		Start	1	2	3	4	5	6	7	8	9
	2%										
	2022										
Job Position	Pay Group	5/1/2022									
Maintenance Worker II	150B	\$26.84	\$28.17	\$29.16	\$30.18	\$31.22	\$32.33	\$33.46	\$34.63	\$35.83	\$37.28
Plant Mechanic I	150B	\$26.84	\$28.17	\$29.16	\$30.18	\$31.22	\$32.33	\$33.46	\$34.63	\$35.83	\$37.28
Wastewater Operator I	150C	\$26.84	\$28.17	\$29.16	\$30.18	\$31.22	\$32.33	\$33.46	\$34.63	\$35.83	\$37.28
Water System Operator	150C	\$28.90	\$30.35	\$31.42	\$32.51	\$33.67	\$34.82	\$36.06	\$37.30	\$38.62	\$40.16
Plant Machanic II	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
Equipment Mechanic	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
Wastewater Operator II	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
Building Inspector	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
Engineering Technician	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
Crew Leader	150D	\$30.04	\$31.53	\$32.63	\$33.77	\$34.96	\$36.16	\$37.42	\$38.74	\$40.12	\$41.71
*Current Incumbents only receive extra \$1.00 on Step 9											

		Start	1	2	3	4	5	6	7	8	9
	1.50%										
	2023										
Job Position	Pay Group	5/1/2023									
Maintenance Worker II	150B	\$27.24	\$28.60	\$29.60	\$30.63	\$31.69	\$32.81	\$33.96	\$35.15	\$36.37	\$37.84
Plant Mechanic I	150B	\$27.24	\$28.60	\$29.60	\$30.63	\$31.69	\$32.81	\$33.96	\$35.15	\$36.37	\$37.84
Wastewater Operator I	150C	\$27.24	\$28.60	\$29.60	\$30.63	\$31.69	\$32.81	\$33.96	\$35.15	\$36.37	\$37.84
Water System Operator	150C	\$29.34	\$30.80	\$31.89	\$33.00	\$34.17	\$35.34	\$36.60	\$37.86	\$39.20	\$40.76
Plant Machanic II	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
Equipment Mechanic	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
Wastewater Operator II	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
Building Inspector	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
Engineering Technician	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
Crew Leader	150D	\$30.49	\$32.01	\$33.12	\$34.28	\$35.48	\$36.71	\$37.98	\$39.33	\$40.72	\$42.34
*Current Incumbents only receive extra \$1.00 on Step 9											

		Start	1	2	3	4	5	6	7	8	9
	1.50%										
	2024										
Job Position	Pay Group	5/1/2024									
Maintenance Worker II	150B	\$27.65	\$29.03	\$30.04	\$31.09	\$32.17	\$33.30	\$34.47	\$35.68	\$36.91	\$38.40
Plant Mechanic I	150B	\$27.65	\$29.03	\$30.04	\$31.09	\$32.17	\$33.30	\$34.47	\$35.68	\$36.91	\$38.40
Wastewater Operator 1	150C	\$27.65	\$29.03	\$30.04	\$31.09	\$32.17	\$33.30	\$34.47	\$35.68	\$36.91	\$38.40
Water System Operator	150C	\$29.78	\$31.27	\$32.37	\$33.50	\$34.68	\$35.87	\$37.15	\$38.43	\$39.79	\$41.37
Plant Machanic II	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
Equipment Mechanic	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
Wastewater Operator II	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
Building Inspector	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
Engineering Technician	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
Crew Leader	150D	\$30.94	\$32.49	\$33.61	\$34.79	\$36.01	\$37.26	\$38.55	\$39.92	\$41.33	\$42.97
						*Current Incumbents only receive extra \$1.00 on Step 9					

APPENDIX C

CERTIFICATION INCENTIVES

The Village Services Department believes in training and continuing education of full-time employees, this program provides appropriate personnel with a one-time monetary recognition for obtaining job-related certifications. Employee eligibility to participate in this certification program will be based on the employee's Division assignment within the Department. Renewals are not subject to this program. Examinations listed as eligible for this program exceed the core certifications/examinations applicable to the job requirements of that position. In other words, positions that require certification/examinations in their position classification are not eligible for participation in the program. Employees would be eligible for certifications above and beyond what is required by his/her position classification. Successful completion of a category is required to qualify for reimbursement.

In the future additional categories may be added as approved by the applicable Department Director.

Participation in this program for budgeting purposes requires the employee to register his/her intent with his/her supervisor for approval by January 1 of each year prior to the upcoming fiscal year.

If an employee voluntarily leaves the Village within two (2) years of completing of obtaining certification, the employee shall repay the Employer for all training costs paid by the employer to obtain said certification.

The applicable Department Director will make the final determination on the applicability/job relatedness of certifications outside of the assigned Division and day-to-day job duties of the employee.

Building & Zoning Division

Category I – Building Code Certifications - \$400.00

- (1B) Building General Exam
- (1C) Building Plan Review Exam
- (3B) Fire Protection General Exam
- (3C) Fire Protection Plan Review Exam
- (E1) Elevator General

Category II - Electrical Code Certifications - \$400.00

- (E1) Residential Energy Inspection/Plan Review Exam
- (2B) Electrical General Exam
- (2C) Electrical Plan Review Exam

Category III – Mechanical Code Certifications- \$400.00

- (E2) Commercial Energy Inspection/Plan Review Exam
- (4B) Mechanical General Exam
- (4C) Mechanical Plan Review Exam

Category IV – Accessibility & Plumbing Code Certifications- \$400.00

- (A1) Accessibility Inspection/Plan Review Exam
- (5B) Plumbing General Exam
- (5C) Plumbing Plan Review Exam

Category V – Code Official Certifications- \$400.00

- (CBO) Legal/Technical Management – Requires passing 3 exams to obtain Certified Building Official Certificate
- (F1) Fire Prevention Inspection General Exam
- (F2) Fire Prevention Inspection Advanced Exam
- (Z1) Zoning Inspection Exam

Engineering Division

Category I – IDOT Documentation Certification- \$400.00

Requires a minimum of 10 hours of classroom instruction and successful passage of exam. Recipient is qualified to perform resident engineering on State and Federally funded projects.

Category II – CAD Certification- \$400.00

Individual's successfully completing an approved CAD Program consisting of college level coursework and receiving a Certificate shall be eligible for a one-time bonus. Coursework must include 3-D modeling, mapping and GIS viewer coursework.

Category III – OC/QA for Hot Mix Asphalt Certification- \$400.00

Requires a minimum of 20 hours of classroom instruction and successful passage of exam. The course will train individuals to administer Quality Control and Quality Assurance Management Contracts for roadway improvements. The course covers the basic principles of quality control for hot mix asphalt production and placement.

Category IV – Road Building Material Inspector- \$400.00

3-day Aggregate for IDOT
Aggregate Gradation Control
5-day Asphalt for IDOT Level 1
5-day Asphalt for IDOT Level 2
Hot Mix Asphalt Level 3

Category V – Portland Cement Concrete Material Inspector- \$400.00

Concrete Principles and Practices (PCA)
Aggregates and Admixtures in Concrete Mix Design (PCA)
Portland Cement Concrete Theory and Design (IDOT)
Portland Cement Concrete (IDOT) Level 1
Portland Cement Concrete (IDOT) Level 2

Utilities & Public Works Maintenance Divisions

Category I - Class A	IEPA Water Certificate of Competency	\$1,000.00
Category II - Class B	IEPA Water Certificate of Competency	\$ 750.00
Category III - Class C	IEPA Water Certificate of Competency	\$ 500.00
Category IV - Class D	IEPA Water Certificate of Competency	\$ 250.00
Category V - Class 1	IEPA Wastewater Certificate of Competency	\$1,000.00
Category VI - Class 2	IEPA Wastewater Certificate of Competency	\$ 750.00
Category VII - Class 3	IEPA Wastewater Certificate of Competency	\$ 500.00
Category VIII - Class 4	IEPA Wastewater Certificate of Competency	\$ 250.00
Category IX - IL Department of Agriculture Pesticide Operator License		\$ 200.00
Category X - IL Department of Agriculture Pesticide Applicator License		\$ 300.00
Category XI – International Society of Arboriculture Tree Worker Certification		\$ 500.00
Category XII - International Society of Arboriculture Arborist Certification		\$1,000.00
Category XXIII – Electrical Certificate of Competency		\$1,000.00

APPENDIX D

VILLAGE OF BLOOMINGDALE

CDL (DOT) DRUG/ALCOHOL

ABUSE POLICY

REVISED: MAY 30, 2006 UPDATED: MARCH 23, 2009

I. STATEMENT OF POLICY

A. Purpose and Goals

The Village of Bloomingdale and the Federal Motor Carrier Safety Administration (FMSCA) of the US Department of Transportation have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of drivers and the public. In order to achieve the goal of ensuring a drug and alcohol-free transportation system, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the Village of Bloomingdale has an alcohol and controlled substance testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles. The potential effects of alcohol and drug abuse are substantial in terms of lives lost, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.) and environmental damage. The Village of Bloomingdale's drug and alcohol testing program is designed to create a drug and alcohol-free transportation system and to provide help to those employees who have chemical dependency problems. As an employer who uses drivers to operate commercial motor vehicles on public roads, the Village of Bloomingdale is required to implement a controlled substances and alcohol misuse policy, including a drug and alcohol testing program, that is compliant with the requirements and procedures of 49 CFR Parts 40 and 382.

II. SCOPE

A. Employees Subject to Testing

The drug and alcohol testing required under this policy will apply to any individual who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is required to possess a commercial driver's license (CDL) for the operation of the CMV.

The requirements of this policy will therefore specifically apply to employees who work in the following positions whom are required or voluntarily have a CDL and operates, or has the reasonable possibility of operating, a commercial motor vehicle.

REQUIRED

Equipment Maintenance/Buildings & Grounds Supervisor	Water Distribution Supervisor
Equipment Mechanic	Crew Leaders
Plant Mechanic I	Plant Operator I
Urban Forester	Streets Supervisor
Water Production Supervisor	Water Systems Operator
Plant Mechanic II	Plant Operator II
Maintenance Worker I	Maintenance Worker II

VOLUNTARILY HAVE CDL

Various Seasonal Employees

- ❖ **This list is subject to change upon written approval of the applicable Department Director. Individual exceptions to this list will be determined by the applicable Department Director. If an individual is excluded, he/she shall not perform a sensitive function.**

B. Independent Contractors and Owner-Operators

Because this drug and alcohol testing program is required by the Federal Motor Carrier Safety Regulations, it applies to any individual who operates a motor vehicle on behalf of the Village of Bloomingdale in a contract, lease or other agreement with the Village of Bloomingdale. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the Village of Bloomingdale unless such other circumstances indicate the existence of an employer-employee relationship.

C. Substances Tested For

The controlled substances testing required under this policy will test for drug and drug metabolites included in the following drug classes:

- 1. Marijuana**
- 2. Cocaine**

3. Amphetamines
4. Opiates
5. Phencyclidine (PCP)

III. DEFINITIONS

- A. Adulterated Specimen**—A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
- B. Alcohol**--the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- C. Alcohol use**—the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
- D. 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.
- E. Canceled Test**—A drug or alcohol test that has a problem or cannot be considered valid under DOT rules. A canceled test is neither a positive nor a negative test.
- F. Commercial Motor Vehicle (CMV)** is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:
1. Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs. (4,536 kg.), or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
 2. Is designed to transport 16 or more passengers, including the driver; or
 3. Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation Act.
- G. Controlled Substances**
1. Marijuana
 2. Cocaine
 3. Opiates
 4. Amphetamines
 5. Phencyclidine
- H. Dilute Specimen**—A specimen with creatinine and specific gravity values that are lower than expected for human urine.
- I. Driver**-- any person who operates a commercial motor vehicle, including but not

limited to: full-time, regularly employed drivers; casual, seasonal, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

J. Designated Employer Representative (DER) -- The individual assigned to administer, update, review this policy. This primary position shall be the Human Resources Director. The secondary position shall be the applicable Department Director.

K. Medical Review Officer- Licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40 subpart G

L. Safety-Sensitive Function-- 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" include:

1. Operating, maintaining, repairing, inspecting, or controlling the movement of commercial motor vehicles.
2. First line supervision of anyone operating, maintaining, or controlling the movement of a commercial motor vehicle, if the supervisor's responsibilities include performance of safety sensitive function.
3. 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;
4. All time, spent performing the post-accident duties required of drivers under 49 CFR §392.40 and 392.41;
5. All time obtaining assistance or remaining in attendance upon a disabled vehicle.

A driver will be considered to be performing any of the safety-sensitive functions listed above during any period in which the driver is ready to perform, immediately available to perform, or actually performing, any such function. All Village positions, as outlined above, are required to be in a state of readiness at all times while on-duty and on-call, and therefore are subject to random and reasonable suspicion testing at any time.

Substance Abuse Professional (SAP) –Licensed physician (M.D. or D.O.) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. A Substance Abuse Professional must meet the qualification training standards of 49 CFR Part 40 Subpart 0. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with the recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

N. Refusal to Test

Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;

Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;

Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.

1. Submitting a substituted or adulterated specimen.
2. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
3. Failing to remain at the testing site until the testing process is complete.
4. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

O. Split Specimen—In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.

P. Substituted specimen—A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

IV. QUALIFICATIONS FOR EMPLOYMENT

A. Prohibited Conduct

Village of Bloomingdale policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

1. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
2. No driver may use alcohol while performing safety-sensitive functions. (§382.205).

3. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).
4. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
5. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in § 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (§382.213).
6. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
7. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event Village of Bloomingdale has actual knowledge (Actual Knowledge for the purpose of subpart B of this part, means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under §382.307.) that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety sensitive functions.

B. Removal from Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has complied with the return to work requirements as prescribed in 49 CFR Part 40, subpart O and as described in Section VIII of this policy. The employee will also be subject to any discipline required by the Village of Bloomingdale in accordance with Section IX of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

C. Prescribed Medications

All drivers are required to notify the Village of Bloomingdale of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

The prohibitions outlined above do not apply to the use of a controlled substance pursuant to the instructions of a licensed physician who is familiar with the driver's medical history and assigned duties and has advised him/her that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle. All employees subject to this policy will therefore be required through written notification, from a physician, to inform the Village of Bloomingdale of his/her use of any medication prescribed by a physician.

Any driver requested to submit to a drug test under this policy will also be given the opportunity to list any prescribed medication that he/she may be taking or may have recently taken on the back of the employee's copy of the Urine Custody and Control Form provided at the collection site. The driver will then have the opportunity to discuss the use of this medication with the Medical Review Officer (MRO) and may be required to identify the physician prescribing the medication and authorize the MRO to discuss the use of the medication with that physician, including its possible side effects and its relationship to the driver's ability to safely operate a commercial motor vehicle.

In the event it is determined that a driver is taking or is under the influence of a prescribed medication that will adversely affect his/her ability to safely operate a commercial motor vehicle and/or pose a significant risk of substantial harm to the driver of the general public, the driver will be removed from the performance of any safety-sensitive functions and/or placed on a medical leave of absence until that threat is acceptably reduced or eliminated. The Village further reserves the right to place any employee taking a prescribed medication on a temporary medical leave of absence until the information described above is provided.

Over-the-counter and herbal medications that may affect the employee's performance or compromise the safety of the workplace may not be used by an employee while on duty.

Hemp product ingestion will not be considered a valid explanation or excuse for a confirmed positive laboratory report for marijuana and will be reported by the Medical Review Officer as a positive drug test result for marijuana.

Coca leaf tea or other Coca Product Ingestion will not be considered a valid explanation or excuse for a confirmed positive laboratory report for cocaine and will be reported by the Medical Review Officer as a positive drug test result for cocaine.

The use of marijuana for medical purposes even if permitted by state law will not be considered explanation or excuse for a confirmed positive laboratory report for marijuana and will be reported by the Medical Review Officer as a positive drug test for marijuana.

D. Drug and Alcohol Background Check

Any driver the Village of Bloomingdale intends to hire or use to perform a safety-sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous three (3) years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the Village of Bloomingdale. (Appendix A.) The Village of Bloomingdale will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding two years from all of the driver's previous employers during that time period.

This information may be provided through a personal interview, telephone interview, letter or other confidential method and will be maintained in a confidential log.

The Village of Bloomingdale will make a good faith effort to obtain and review the above information prior to allowing a driver to perform a safety-sensitive function. If this is not feasible, the Village of Bloomingdale will attempt to obtain the required information within thirty (30) days after the first time the driver performs a safety-sensitive function, regardless of that individual's subsequent performance of those duties. No driver will be allowed to perform a safety-sensitive function if this information has not been obtained within thirty (30) days, unless the Village of Bloomingdale is unable to do so through no fault of its own. In the event of such a circumstance, the Village of Bloomingdale will document its efforts to obtain the requested information.

No driver will be allowed to perform a safety-sensitive function if the Village of Bloomingdale discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the Village of Bloomingdale confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

V. TESTING CIRCUMSTANCES

Before performing any alcohol or controlled substances test under this policy, the Village of Bloomingdale will notify a driver that the test is being required pursuant to this policy and the Federal Motor Carrier Safety Regulations. (Appendix C.)

A. Pre-Employment/Pre-Duty

Prior to the first time a driver performs a safety-sensitive function for the Village of Bloomingdale (including job applicants and employees transferring into a position requiring the operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review officer.

B. Post-Accident

As soon as practicable following an accident, the Village of Bloomingdale will require any surviving driver to submit to tests for alcohol and controlled substances if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. The driver received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incurring *disabling damage* as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the Village of Bloomingdale will provide all drivers with information, procedures and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight hours following an accident, the Village of Bloomingdale will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the Village of Bloomingdale will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the Village of Bloomingdale.

C. Random

The Village of Bloomingdale will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. All drivers will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. A driver is required to submit to a random alcohol and/or controlled substance test if the driver is performing a safety-sensitive function, is ready to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function. All Village positions, outlined in this Policy, are required to be in a state of readiness at all times while on-duty and on-call, and, therefore, are subject to random and reasonable suspicion testing at any time.

In the event Village of Bloomingdale requires employees who are subject to FMSCA testing to submit to other non-FMSCA random drug and/or alcohol testing, the non-FMSCA testing will be completed separate (with separate pools) from the FMSCA testing program.

D. Reasonable Suspicion

Whenever the Village of Bloomingdale has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances. These observations will only be made by a supervisor or Village of Bloomingdale official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Village of Bloomingdale will no longer attempt to administer

an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

In any reasonable suspicion testing circumstance, a Village of Bloomingdale representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. The Village of Bloomingdale representative will then transport the individual back to the Village of Bloomingdale's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, the Village of Bloomingdale will contact a taxi to transport the driver home. If the reasonable suspicion test result is negative, the Village of Bloomingdale will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Village of Bloomingdale will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including discharge.

E. Return-To-Duty

Before a driver who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

F. Follow-Up

Any employee who has engaged in prohibited drug and/or alcohol-related conduct will be subject to unannounced follow-up testing for alcohol and/or controlled substances as directed by the Substance Abuse Professional for up to 60 months after return to safety-sensitive duties.

G. Refusal To Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in Section XII of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical

- explanation after a driver has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
 3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
 4. Submitting a substituted or adulterated specimen.
 5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
 6. Failing to remain at the testing site until the testing process is complete.
 7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

H. On Duty Time

All time spent providing a breath sample or urine specimen, including travel time to and from a collection site, in order to submit to a pre-duty, post-accident, random, reasonable suspicion, and/or follow-up test required under this policy will be considered "on-duty" time. All times spent providing breath sample or urine specimen, including travel time to and from a collection site, in order to submit to return-to-duty testing required under this policy will not be considered "on-duty" time. In addition, responsibility for the expense of any drug or alcohol test required under this policy will be as follows:

Testing Circumstance	Expense	
	Employer	Driver (Employee)
1. Pre-employment	X	
2. Pre-duty	X	
3. Post-accident	X	
4. Random	X	
5. Reasonable suspicion	X	
6. Return-to-duty		X
7. Follow-up		X
8. Retest/split sample		X

ALCOHOL TESTING PROCEDURES

A. Alcohol Testing Personnel and Equipment

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

B. Alcohol Testing Procedures

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing a photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is ≥ 0.02 , the BAT will immediately notify the Village of Bloomingdale representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation test result is <0.02 , the test is negative.

C. Inability to Provide a Sample

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Village of Bloomingdale representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village of Bloomingdale. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

VII. CONTROLLED SUBSTANCE TESTING PROCEDURES

A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the Village of Bloomingdale or at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The driver will be required to present photo

identification to the collector at the start of the collection process. The collector will instruct the employee to empty the contents of his/her pockets, remove all outer clothing (jackets, hats, etc.) and leave all hand carried items outside the toilet enclosure. After washing his/her hands, the driver will be provided a wrapped collection container, which is, unwrapped in his/her presence. The wrapped/sealed specimen bottles will remain with the collector while the driver provides his/her specimen in the privacy of a toilet enclosure with a closed door. In circumstances where only a multi-stall restroom is available, the collector will accompany the driver into the restroom. The collector will remain outside the toilet stall/enclosure; the driver will provide the specimen while in the toilet stall with the stall door closed.

In certain circumstances, the driver will be required to provide his/her urine specimen while being directly observed. Observation of urination will only be done by an individual who is the same sex as the driver.

The following circumstances will require a direct observation collection:

The driver presents a specimen which is outside the expected temperature range (90-100 °F)

The driver presents a specimen, which the collector believes is adulterated or substituted, or has specimen adulterant or substitution materials in his/her pockets.

A previous specimen provided by the driver was invalid for testing and there was no medical explanation for the specimen's invalidity

A previous specimen provided by the driver was verified as positive, adulterated, or substituted and the split specimen was unavailable for reconfirmation.

A previous specimen provided by the driver had a creatinine level of 2-5 and a specific gravity of <1.001.

The collection is for a return to duty or follow-up test.

Upon completion of urination, the driver will present the specimen to the collector. The collector will check the temperature and physical appearance of the specimen. In the driver's presence, the collector will unwrap/remove the seal from the two specimen bottles, and divide the urine specimen into the two bottles, ensuring that there is at least 30 mL in the A Bottle, and at least 15 mL in the B Bottle. The collector will apply the seal/label to each bottle, date the label and ask the driver to initial each bottle label. The driver will be permitted to wash his/her hands. The specimen shall remain in the sight of both the collector and the driver from time of presentation of the specimen to the sealing/labeling of the bottles.

If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an adequate specimen. If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Village of Bloomingdale, and the Village of Bloomingdale will direct the employee to be evaluated by a Village of Bloomingdale-designated physician as soon as practical. If the MRO determines, after review of the physician's findings of the examination of the

employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test.

The collector and driver will complete the CCF. The specimen bottles and a copy of the CCF will be placed in a plastic bag and sealed. The driver will be provided a copy of the CCF. Collection site personnel shall arrange shipment of the specimens to the drug testing laboratory. Prior to shipment, the specimens shall be maintained in a secure receptacle or area of the collection facility.

If the driver refuses to cooperate during the collection process, the collection site person will inform the Village of Bloomingdale Designated Employer Representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including discharge, independent and regardless of the results of any subsequent drug test.

B. Laboratory Analysis

All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA).

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as Invalid. If the laboratory determines that the specimen's specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

C. Medical Review Officer

All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The Village of Bloomingdale will designate an MRO for its controlled substance testing program.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact a designated Village representative who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the Village of Bloomingdale is unable to contact the employee, the Village of Bloomingdale will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

1. If the individual expressly declines the opportunity to discuss the test;
2. If the designated Village representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
3. If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort.

In the test result verification process for an opiate positive, adulterated or substituted result, the MRO may require that the employee submit to a medical examination by a Village of Bloomingdale-designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the Village of Bloomingdale that another specimen must immediately be collected under direct observation.

If the MRO reports a negative dilute specimen, the Village of Bloomingdale may require the individual to undergo another drug test. If the second test is also reported as negative dilute, that result will be the test of record.

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

1. The MRO will disclose such information to the Village of Bloomingdale, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or
2. The MRO will disclose such information to the Village of Bloomingdale, if in the MRO's reasonable medical judgment; the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another

DHHS-certified laboratory for analysis. *The split specimen testing will be at the employee's expense.*

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the Village of Bloomingdale that another specimen must be immediately recollected under direct observation.

VIII. REFERRAL AND TREATMENT

A. Mandatory Referral

Employees with a first confirmed positive drug and/or alcohol screen will be referred for diagnosis and possible treatment except 1) where the violation involves the sale or possession of drugs; 2) where the employee is found using or consuming alcohol or drugs while at work; 3) the violation involves a probationary employee; or 4) second or subsequent violation.

B. Voluntary Treatment and Counseling

An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to voluntarily resolve that problem. Employees are encouraged to do so before they have a DOT violation due to a positive test result or because they have engaged in other DOT prohibited conduct. Voluntary requests for help will be kept confidential.

Any employee voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail himself or herself of this help once during the employee's tenure.

A driver who admits to a drug and/or alcohol problem will not have a DOT violation. He/she will be given an opportunity to obtain a chemical use assessment from the Village's Employer Assistance Program (EAP). Prior to the assessment, however, the

Village's will require the driver to sign a release of information that will enable the Village's DER to receive the results of the assessment, and to receive subsequent reports related to the assessment, and the driver's successful completion of all recommendations for assistance. The Driver may also be required to sign an "employment last chance agreement".

The following conditions must apply to the driver's self-admission:

- The driver's admission cannot be made during his/her on-duty time. It must occur prior to the driver's reporting for duty on any particular day.
- The driver's admission cannot be made in an attempt to avoid a required DOT drug test.
- Under 49 CFR Part 382.121, DOT requires the Village to remove the driver from safety-sensitive functions, including driving.
- When the Village is satisfied that the driver has complied with the EAP's recommendations for assistance, the Village will return the driver to safety-sensitive functions, provided that
 - Prior to returning to safety-sensitive functions, the driver will be required to provide a negative drug and/or alcohol test result and
 - After being returned to safety-sensitive function, the driver will be subject to follow-up non-DOT testing, as permissible by the Village's policy for non-DOT drug and alcohol testing, under the laws of this state.
- A driver who self-identifies under this policy, and who then fails to comply with the EAP's recommendations will be considered to have engaged in conduct prohibited by the DOT in 49 CFR Part 382 Subpart B, and will not be permitted to return to safety-sensitive function until he/she has successfully complied with the SAP return-to-duty process. The above failure and/or failure of future follow-up tests are subject to disciplinary action up to and including discharge.

The Village of Bloomingdale is committed to providing reasonable accommodation to those employees with diagnosed alcohol or drug dependencies, as required by applicable federal and/or state law, provided such dependencies do not constitute threats to property or safety and further provided that the employee has not committed a terminable offense.

The employee must pay all of the expenses associated with his or her evaluation, counseling, and treatment that are not covered by the employee's insurance plan. In addition, if an employee continues working while seeking assistance under the program, the employee must meet all established standards of conduct and job performance set forth by the Village.

C. Evaluation, Development of Treatment Plan and Reassignment

An evaluation of the employee will be made at the designated treatment facility and a treatment plan may be developed, where necessary, based on the recommendations of the treatment professionals.

Such treatment plan may include referral to an outside treatment facility or program. As part of the evaluation, the evaluating treatment professionals, in consultation with the applicable Department Director and the Designated Employer Representative (DER), may request an employee to be reassigned to a different position or to different job duties, or to take a leave of absence for a reasonable period of time. Reassignment may also be limited or denied at the discretion of the applicable Department Director in view of the Village's operating requirements.

The Substance Abuse Professional assigned to an employee's case will ordinarily maintain contact with the employee, the treatment provider and the Designated Employer Representative (DER) to monitor progress. In cases where treatment participation is a condition of continued employment, the employee will be required to cooperate in and comply with all aspects of the treatment program (including referrals for additional treatment), undergo unannounced periodic drug and/or alcohol screening, successfully complete all aspects of, prescribed treatment and remain free of drug and alcohol use, and sign a "last chance agreement" setting forth the terms and conditions of continued employment. i.e.: 1) Return to duty; 2) After care and follow-up testing.

Failure to comply with these conditions of continued employment shall be deemed a breach of the conditions and cause for discharge. Moreover, confirmed positive test results from a periodic drug and/or alcohol screen during treatment will be cause for discharge. The employee shall cooperate fully in the completion of all phases of testing and rehabilitation.

If an employee disagrees with the Substance Abuse Professional (S.A.P.) or its recommendations they are to consult with their department's Designated Employer Representative (DER) who will confer with the Village's MRO. The employee will have the opportunity to participate in this conference. Once the matter has been reviewed, the joint decision of the DER and the MRO will be final.

The medical determination of returning an employee to full duty will be made by the Village's MRO.

IX. CONFIDENTIALITY AND RECORDKEEPING

A. Confidentiality

The Village will maintain records relating to this Policy as outlined in 49CFR Parts 40 and 382. The Village of Bloomingdale will maintain all records generated under this

policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law. In addition, the Village of Bloomingdale's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the Village of Bloomingdale may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.) The Village of Bloomingdale may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

B. Access to Facilities and Records

Upon written request by any covered employee, the Village of Bloomingdale will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Village of Bloomingdale will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the Village of Bloomingdale will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

X. EMPLOYEE ASSISTANCE PROGRAM - EMPLOYEE EDUCATION – TRAINING - SUPERVISOR TRAINING – SUBSTANCE ABUSE PROFESSIONAL

A. Employee Assistance Program

The Employee Assistance Program (EAP) of the Village of Bloomingdale is available to employees who desire to seek help for an alcohol, drug, or substance abuse problem. Contact with the EAP can be made directly or through a referral.

B. Employee Education

The Village of Bloomingdale will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the Village of Bloomingdale policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

1. Display and distribution of informational material
2. Display and distribution of a community service hotline telephone number or employee assistance program.

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and prohibited drug use.

Copies of the above materials and this policy will be distributed to each employee hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. Village of Bloomingdale will retain the original of the signed certificate and will provide a copy to the employee, if requested. Village of Bloomingdale will also provide a written notice to representatives of employee organizations as to the availability of this information, if applicable.

C. Substance Abuse Professional (SAP) Referral, Evaluation, and Treatment

- Available Resources

Any employee who engages in conduct prohibited by this policy will be provided information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of qualified substance abuse professionals and counseling and treatment programs.

- Substance Abuse Evaluation

Although an employee's employment with the Village of Bloomingdale may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a drug or alcohol test, independent employer knowledge or a voluntary admission by the employee.

- Substance Abuse Professional (SAP)

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (M.D. or D.O.) or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. A Substance Abuse Professional must meet the qualification training standards of 49 CFR Part 40 Subpart 0. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with the recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

XI. DISCIPLINE

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the Village of Bloomingdale will take the following disciplinary action against any individual who violates this policy.

The Village will discharge any employee; 1) Possessing or selling drugs on or off duty; or 2) Using drugs or consuming alcohol while on duty.

A. Positive Test Results

Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to disciplinary action which can include discharge, even for the first offense, or be required to complete a drug/alcohol rehabilitative treatment program. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Village of the use of the prescription or nonprescription medication before any laboratory test is performed on the requested breath, urine, and/or blood specimen, a positive test result consistent with the ingredients of such medication may not constitute cause for discipline. (The Village may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician, as well as information from the physician on any potential side effects of the medication.)

The Village will discharge any employee with a second confirmed positive drug and/or alcohol screen arising from a second separate incident or from violation of the employee's treatment, conditions, or following completion of the treatment process. This action will be taken whether or not the employee has been or is currently in treatment.

B. Refusal to Provide a Blood, Breath or Urine Specimen

In the event an employee refuses to complete and sign the breath alcohol testing form, or complete paperwork for urine test, refuses to provide a breath sample, an adequate amount of breath, or urine sample, or otherwise fails to cooperate with the collection process in a way that prevents the completion of the test, the BAT will record such conduct in the "remarks" section of the form, terminate the testing process and promptly notify the Village. Any such conduct will constitute a refusal to test. A refusal to test shall constitute disciplinary action, which can include discharge of the employee who engages in such activity, even for the first offense.

C. Tampering With or Substitution of a Specimen

Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action which can include discharge of the employee who engages in such activity, even for the first offense.

D. Drug-Related Felony Conviction

The conviction of an employee for any felony involving the illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action which includes discharge, whether or not such felony occurred during a restricted period and even if it is the employee's first offense. Such convictions must be reported to the employee's supervisor within five (5) calendar days of the conviction. In deciding appropriate action, the Village will consider the nature of the charges, the sentence, the employee's job assignment, the employee's record with the Village, any adverse impact of the employee's conviction on the public's trust in the ability of the Village to carry out its responsibility, and any other relevant factors.

E. Disciplinary Appeal Process

Any employee being suspended, dismissed or otherwise disciplined under this policy may file a grievance per the appropriate sections of union contract.

APPENDIX D-A

Authorization to Release DOT Drug and Alcohol Testing Information - FMCSA

In compliance with the U.S. Department of Transportation (DOT) regulations (49 CFR 40, 382 and 391) as a condition of employment in a DOT safety-sensitive position (CDL), applicants must provide the names and addresses of previous employers for whom they perform safety-sensitive duties within three years of the date of application for a CDL position. The applicant must provide a signed consent for release of the information listed below in order to be placed in a DOT CDL position.

THIS SECTION TO BE COMPLETED BY APPLICANT (PRINT USING BLACK INK)

I, _____ SSN: _____ - _____ - _____ in accordance with 49 CFR Part 40 authorize and request the following companies (list DOT regulated employers during the previous three years) to provide the testing information requested to Village of Bloomingdale noted below:

- _____
Company Name _____ Address _____
Telephone # _____ Dates of Employment _____
- _____
Company Name _____ Address _____
Telephone # _____ Dates of Employment _____
- _____
Company Name _____ Address _____
Telephone # _____ Dates of Employment _____
- _____
Company Name _____ Address _____
Telephone # _____ Dates of Employment _____

If you need additional space check this box and attach a separate sheet.

A copy or fax of this signed authorization form shall be considered equally valid as the original for a period of one year from the date signed.

(Applicant's Signature) Date: _____

THIS SECTION TO BE ANSWERED BY EMPLOYER

The United States Department of Transportation (DOT) regulations (49 CFR Part 40, 382 and 391) require companies that are regulated by the DOT to answer specific questions regarding individuals who were employed by them in a DOT regulated safety-sensitive position within the three previous years. Please answer the following questions concerning DOT mandated alcohol and drug testing, and include relevant details for any questions that are answered yes.

- Your Company Name & Address:

- Did the applicant have an alcohol test with a result of 0.04 or higher alcohol concentration?
 Yes No
- Did the applicant have verified positive drug tests?
 Yes No
- Did the applicant refuse to be tested (including verified adulterated or substituted drug test results)?
 Yes No
- Did the applicant violate any DOT agency drug and alcohol testing regulations or violate the alcohol and controlled substances prohibitions under 49 CFR Part 382 Subpart B, or 49 CFR Part 40?
 Yes No
- Did a previous employer report a drug and alcohol rule violation to you?
 Yes No

If you answered yes, you must provide the previous employer's report.

- If the applicant violated a drug and alcohol regulation, provide documentation of the successful completion of DOT return-to-duty requirements and information on the substance abuse professional (including follow up tests). Please check the appropriate box below:
 See Attached Not Applicable Did not complete or refused rehabilitation
- For an applicant who had successfully completed a SAP's rehabilitation referral, and remained in the employ of the previous referring employer, had the applicant had the following test violations subsequent to the completion of a 49 CFR Part 382.605 or 49

CFR Part 40, Subpart O referral? Please respond to the below by checking the appropriate box below each question below:

a) Did the applicant have any alcohol tests with a result of 0.04 or higher alcohol concentration?

Yes No

b) Did the applicant have any verified positive drug tests?

Yes No

c) Did the applicant refuse to be tested (include verified adulterated or substituted drug test results.)

- Do you know if the applicant failed to undertake or complete a rehabilitation program prescribed by a Substance abuse professional (SAP) pursuant to 49 CFR Part 382.605 or 49 CFR Part 40 Subpart O? Yes No

(If this information is unknown by the previous employer (e.g., an employer that terminated an employee who tested positive on a drug test), the prospective motor carrier must obtain documentation of the applicant's successful completion of the SAP's referral directly from the applicant.)

Completed By:

Name: _____

Title: _____

Date: _____

Note: Specific contact information on where the previous motor carriers must send the information requested is required by 391.23 (d). I would suggest that it be included here.

APPENDIX D-B

VILLAGE OF BLOOMINGDALE POST-ACCIDENT TESTING INSTRUCTIONS

Any driver involved in an accident while operating a commercial motor vehicle on a public road will be required to submit to tests for alcohol and controlled substances as soon as practicable following the incident, if:

1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
2. The driver received a citation for a moving traffic violation arising from the accident and the accident involves:
 - a. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b. One or more motor vehicles incur *disabling damage*¹ as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Unless otherwise required by the Village of Bloomingdale, post-accident drug and alcohol tests will not be required for occurrences involving only boarding or alighting from a stationary motor vehicle or the loading or unloading of cargo. In order to ensure that the above requirements are met, in the event of any accident, all drivers are required to take the following actions:

- o Driver is to immediately report all vehicle accidents to the appropriate Police department and notify his/her immediate Supervisor
- o The Immediate Supervisor will make the post-accident testing determination based on the above Federal guidelines

These procedures do not require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

DRIVERS ARE STRICTLY PROHIBITED FROM USING ALCOHOL FOR EIGHT HOURS FOLLOWING AN ACCIDENT, OR UNTIL THE POST-ACCIDENT TESTING REQUIREMENTS ARE CARRIED OUT, WHICHEVER OCCURS FIRST.

FAILURE OR REFUSAL TO FOLLOW THESE INSTRUCTIONS, INCLUDING THE USE OF ALCOHOL PRIOR TO THE REQUIRED POST-ACCIDENT ALCOHOL TEST, WILL BE CONSIDERED A REFUSAL TO SUBMIT TO A TEST AND RESULT IN DISCIPLINE UP TO AND INCLUDING DISCHARGE.

¹ "*Disabling damage*," means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "*Disabling damage*" does not include:

- 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.

APPENDIX D-C
VILLAGE OF BLOOMINGDALE
SUPERVISOR'S REPORT OF REASONABLE SUSPICION

Employee: _____
Location: _____

Date: _____
Time: _____

OBSERVATIONS

Breath (Odor of Alcoholic Beverage): Strong Faint Moderate None

Eyes Bloodshot Glassy Normal Watery Clear
 Heavy Eyelids Fixed Pupils Dilated Pupils

Speech Confused Stuttered Thick-Tongued Normal
 Mumbled Fair Slurred Mush Mouthed
 Good Not Understandable Cotton Mouthed Other

Attitude Excited Combative Hilarious Indifferent
 Talkative Insulting Care-Free Cocky
 Sleepy Cooperative Profane Polite
 Other

Unusual Action Hiccoughing Belching Vomiting Fighting
 Crying Laughing Other

Balance Needs Support Falling Wobbling Swaying Other

Walking Falling Staggering Stumbling Swaying Other

Turning Falling Staggering Stumbling Swaying Resitant
 Other

Indicate any other unusual actions, statements or observations:

Signs of complaints of illness or injury:

Safety-sensitive function: () Yes () No Describe:

SUPERVISOR'S OPINION

Apparent effects of alcohol/drug use: () None () Slight () Obvious () Extreme
Additional Comments:

Supervisor: _____ Witnesses: _____
Signature: _____
(optional) _____
Date: _____
Time: _____

APPENDIX D-D
VILLAGE OF BLOOMINGDALE
URINE SPECIMEN COLLECTION PROCEDURES

1. The collector will ask the donor for photo identification.
2. After verification of the donor's identification, the collector will complete Step 1 of the Custody and Control Form (CCF).
3. The collector will ask the donor to remove any unnecessary outer clothing (coat, jacket, hat, etc.) and to leave hand carried items (i.e. briefcase, pocketbook, bags, etc.) outside the toilet enclosure. The collector will secure these items and provide a receipt if requested by the donor. The donor will be required to empty his/her pockets and display the contents of the pockets. Any items, which can be used to adulterate or substitute the specimen, must be left outside the toilet enclosure.
4. The collector will instruct the donor to wash and dry his/her hands.
5. The collector will provide the donor a wrapped/sealed collection container. Either the collector or the donor may open the container in the donor's presence.
6. Only the collection container should be taken into the toilet enclosure. The wrapped/sealed specimen bottle(s) should remain outside the enclosure and be opened in the donor's presence when the donor presents the filled collection container to the collector.
7. The collector will accompany the donor to the toilet enclosure where the donor will provide the urine specimen. The donor will enter the toilet enclosure and shut the door; the collector remains outside the closed door. If a multi-stall restroom is used, the collector will enter the restroom with the donor and remain outside the closed toilet stall door while the donor provides the urine specimen.
8. The donor will hand the filled collection container to the collector. Both the donor and the collector should maintain visual contact of the specimen until the labels/seals are placed over the bottle cap(s).
9. The collector checks the specimen, reading the specimen temperature indicator within 4 minutes of receiving the specimen from the donor. The collector marks the appropriate box in Step 2 of the CCF.
10. The collector checks the specimen volume, ensuring that there is at least 45 ml of urine.
NOTE: If the employee is unable to void or voids an insufficient amount of urine, the employee will be provided up to 40 mL of fluids and up to three hours to provide the specimen. Any partial specimen will be discarded.
11. The collector checks the specimen for unusual color, odor, or other physical qualities that

may indicate an attempt to adulterate the specimen.

12. The collector will pour at least 30 ml of specimen into a specimen bottle (designated Bottle A). The remainder of the specimen (at least 15 ml) will be poured into a second bottle (designated Bottle B).
13. The collector immediately places the lid/cap(s) on the specimen bottle(s), and then applies tamper-evident label/seals (CCF, Step 3).
14. The collector will write the date on the label/seal(s). The donor will be asked to initial the label/seal(s) once they are affixed to the bottle(s).
15. After sealing the specimen bottle(s), the donor will be permitted to wash and dry his/her hands, if he/she so desires.
16. The donor will be instructed to read and complete the donor certification section of the CCF (Step 5), including signing the certification statement.
17. The collector will record any remarks concerning the collection process in the "remarks" section of the CCF.
18. The collector will complete the collector certification section of the CCF (Step 4), including signing the certification statement and recording the date and time of the collection, and the "specimen released to" block.
19. The collector will place the specimen bottles and copy 1 of the CCF in the plastic bag and seal it.
20. The collector will give the donor his/her copy of the CCF (copy 5). The donor may leave the collection site at the completion of this step of the collection process.
21. The plastic bag containing the specimen bottles and CCF copy will be shipped in a padded mailer or shipping container if being transported by an express carrier or mail. The specimens will be maintained in a secure area until picked up by the courier or transport service.
22. The collector will distribute the remaining copies of the CCF as appropriate.

APPENDIX D-E

**VILLAGE OF BLOOMINGDALE
CERTIFICATION OF RECEIPT OF POLICY and DRUG AND ALCOHOL
AWARENESS INFORMATION**

I, _____, hereby certify that I have been provided with copies of the *Village of Bloomingdale's* Drug and Alcohol Abuse Policy, including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information, including resources available for evaluation and treatment of substance abuse problems.

Date: _____ Employee: _____

APPENDIX D-F

VILLAGE OF BLOOMINGDALE

**CONSENT FORM FOR
SUBSTANCE ABUSE SCREENING**

NAME _____
(Print)

ADDRESS _____
(Street)

(City) (State) (Zip Code)

I freely consent to tests of my breath, saliva or urine to determine the presence of alcohol, drugs or their metabolites in my system. I also consent to the release of test results and other relevant medical information to the Village of Bloomingdale management consistent with its Substance Abuse Policy, Program and Procedures.

AGREED: _____ REFUSED: _____
Signature Signature

DATE: _____

Reason for Refusal:

Witness Name (Print): _____

Witness Signature: _____ Date: _____

APPENDIX D-G

VILLAGE OF BLOOMINGDALE

Contact List for EAP, Local Area Treatment Programs, Support Groups

Employee Assistance Program (EAP)
Central DuPage Hospital 630-653-4218
27W350 Highlake Road
Winfield, Illinois 60190

Alexian Brothers
Behavioral Health Hospital 800-432-5005
1650 Moon Lake Blvd.
Hoffman Estates, IL 60194

Elmhurst Memorial Healthcare
Behavioral Health Services 630-941-4577
183 North York Rd.
Elmhurst, IL 60185

Glen Oaks Hospital 630-545-6160
701 Winthrop Ave.
Glendale Heights, IL 60139

Rush Behavioral
Health Center – DuPage 312-942-4000
The Esplanade, 2001 Butterfield Rd
Suite 320
Downers Grove, IL 60515

Streamwood Behavioral
Health Center 800-272-7790
630-837-9000
1400 E. Irving Park Rd.
Streamwood, IL 60107

The Center for Mental Health of
Good Samaritan Hospital 630-275-6000
3815 S. Highland Ave.
Downers Grove, IL 60515

Alcoholics Anonymous
www.chicagoaa.org
312-346-1475 (Chicago), 630-653-6556 (Glen Ellyn),
630-830-6091 (Bartlett), 847-695-9123 (Elgin)

Meetings held nightly throughout the Chicago area

Narcotics Anonymous
www.chicagona.org
708-848-4884

Meetings held nightly throughout the Chicago area

APPENDIX F
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Bloomingdale (“Village”) and the International Union of Operating Engineers, Local 150 Public Employee Division (“Union”), parties to collective bargaining agreement (CBA) covering the Village’s Village Services Department’s regular full-time and regular part-time employees in the following classifications: Maintenance Worker II, Plant Mechanic I, Plant Mechanic II, Waste Water Plant Operator I, Waste Water Plant Operator II, Water System Operator, Equipment Mechanic, Crew Leader, Building Inspector, and Engineering Technician, effective May 1, 2015 through April 30, 2020 (hereinafter referred to as “Successor Agreement”).

WHEREAS, the Village currently employs two Equipment Mechanics (“Mechanics”) whose positions are responsible for the maintenance and repair of Village equipment associated with Village Services;

WHEREAS, the Village has historically had an Equipment Maintenance Supervisor assigned to this division responsible for the oversight of the two Mechanics;

WHEREAS, the Village has not replaced the vacancy with the same full-time position following the retirement of the previous Equipment Maintenance Supervisor;

WHEREAS, many of the supervisory duties of the Equipment Maintenance Supervisor have been assumed by the Assistant Director of Village Services who has received assistance from the two Mechanics;

WHEREAS, the Mechanics as part of the collective bargaining negotiation sessions have requested that they be compensated for the additional duties assigned following the retirement of the Equipment Maintenance Supervisor;

WHEREAS, the parties have met and reached certain understanding regarding the forgoing and now desire to set said understanding to writing.

NOW, THEREFORE, in consideration of the forgoing, the parties hereto agree as follows:

1. The Village and Union value the experience and work of the Mechanics and agree to provide an additional \$1.00 to the hourly pay rate of the currently employed mechanics only to become effective upon execution of Successor Agreement retroactive to May 1, 2015 as compensation for said assigned additional duties which shall be included in the Mechanic position description.

2. This Memorandum of Understanding shall be attached to, and considered part of, the International Union of Operating Engineers, Local 150 Public Employee Division principal Labor Agreement upon execution of Successor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date shown below.

VILLAGE OF BLOOMINGDALE

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

By:

Date:

By:

Date:
