

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

Village of North Aurora

June 1, 2021 THROUGH May 31, 2024

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union") and Village of North Aurora, Illinois, (hereinafter referred to as the "Employer"), on behalf of certain employees described in Article I.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

Employees in the classifications of Public Works Laborer ,Water Department Laborer, Foreman and Lead Water Plant Operator employed by the Village of North Aurora.

****EXCLUDED**

All sworn peace officers; elected officials of the Village of North Aurora; all supervisory, managerial or confidential employees within the meaning of the Act employed by the Village of North Aurora; all other employees of the Village of North Aurora.

SECTION 1.2: NEW CLASSIFICATIONS

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

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II
MANAGEMENT RIGHTS/UNION RIGHTS

SECTION 2.1:

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

SECTION 2.2:

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

SECTION 2.3:

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

SECTION 2.4: UNION ACTIVITY DURING WORKING HOURS

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

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

SECTION 2.5: TIME OFF FOR UNION ACTIVITIES

Union Stewards shall be allowed up to three (3) days off, without pay, for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.6: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board of suitable size a space allows at each work location. The board shall be for the sole and exclusive use of the Union. Items or information posted shall not be political, partisan, defamatory or inflammatory in nature. Items

or information posed shall not contain anything reflecting negatively upon the Employer or any of its employees.

ARTICLE III **UNION DUES/FAIR SHARE CHECKOFF**

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs;
- (C) Voluntary Fair Share Payments.

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.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

The workday for bargaining unit employees is from 7:00 a.m. to 3:30 p.m. Monday through Friday. The Employer may fix and/or change the schedule of hours consistent with its goal to best serve the public needs, provided that the change in the workday or workweek is bargaining unit wide. Absent an emergency, the Employer shall provide no less than 14 calendar days advance notice of such changes in an employee's regular schedule to the Union and shall offer the Union an opportunity to bargain over the issue. The Village will not change an employee's work schedule if the purpose of such change is to diminish overtime opportunities. No change will result in a reduction of the normal work hours of eight (8) or forty (40) hours per week, Monday through Friday.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees scheduled to work eight (8) hours or more shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees may choose to combine the two (2) fifteen (15) minute paid breaks into one (1) thirty (30) minute paid break to be taken in the first half of the work day, upon approval of the Superintendent of Public Works or his/her designee.
- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, and his or her foreman grants prior approval per the status quo, employees shall be allowed to leave work forty-five (45) minutes early, or shall be compensated at the appropriate rate of overtime.

- (C) When the heat index is 90 degrees or more, the Employer will provide water and rest periods consistent with OSHA standards for working in hot weather and when the weather is 32 degrees or less, the Employer will provide water and rest periods consistent with OSHA standards for working in cold weather.

SECTION 4.3: MANDATORY REST PERIOD

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission, if in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

SECTION 4.4: MEAL ALLOWANCE

An employee who is required to work overtime shall be eligible for a meal or meal money reimbursement based on the following:

- (A) Every four (4) consecutive hours of non-scheduled overtime, unless otherwise directed, each employee may take a maximum of up to thirty (30) minutes for a designated mealtime.
- (B) Each employee shall be permitted to spend up to \$15.00 per meal.
- (C) Employees shall be reimbursed for meals within two weeks, based on Board approval.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal workday, as defined in Section 1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays (observed and actual holidays), and for all hours worked on Sundays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
- (D) Overtime worked that equals ten (10) or more hours, whether paid at a straight time or overtime rate of pay, shall be issued in a separate check if so requested by the employee.
- (E) In the event that the Water Division Superintendent chooses to delegate and designate, at his/her discretion, a qualified employee to be responsible for remote periodic monitoring and operating of the Village's SCADA systems during non-regular working hours, the compensation will be one (1) hour of overtime (or double time if appropriate on a holiday) per day that the task is assigned.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion

may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency and snow situations, unless the employee has received previous authorization or a bona fide reason exists for refusal.

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 (due to an excused or unexcused absence), the employer may work part-time, temporary, seasonal or other non-bargaining unit personnel on said overtime without violating the Agreement.

Supervisory personnel shall be permitted to perform work within the bargaining unit under the following circumstances only:

- (a) When giving instruction or training;
- (b) In order to overcome an emergency or unforeseen circumstance, provided that bargaining unit employees are immediately called in to perform the work once they arrive.

If the Employer assigns an employee to perform a classification other than the employee's regular classification, the employee shall receive the higher of the employee's regular rate of pay or the rate of the job for the other classification.

SECTION 4.7: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hour, as defined in Section 1 of this Article. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. A call back shall commence at the time the employee is called. The

employee is expected to respond promptly and without delay. It is expressly agreed that the employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours.

SECTION 4.8: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in one hour increments. 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 a rolling eighty (80) hours of compensatory time.

SECTION 4.9: ON-CALL/CALLOUT PROCEDURE

On-call employees shall receive eleven (11)) hours of pay at regular straight time rate for each week of on-call duty, in addition to any compensation for hours worked that week.

Employees on-call during a Holiday week shall receive an additional three (3) hours regular straight time rate for that week of on-call duty, in addition to any compensation for hours worked that week.

An on-call employee whom becomes unable to fulfill his/her status as on-call employee may find an alternate to cover his duty. The alternate on-call employee shall receive the on-call pay for the time he/she has been on-call. For example, if the alternate on-call employee covers three (3) days of on-call duty, he shall receive 5.4 hours of straight time pay.

1. Street Division On-call

- a.** The Street Division On-Call schedule shall consist of a rotation to be determined by the members of the bargaining unit. The Union shall provide the rotation list, and any amendments thereto that may be made by the Union, to the Street

Superintendent or his/her designee. The employee on rotation shall be on-call starting Friday at 3:30 pm through the following Friday at 7:00 am and shall respond to any and all calls from Dispatch or the Village.

- b. Street Division employees shall be compensated eleven (11) hours per week to be on-call, but will no longer be responsible for weekend or holiday reading of wells or checking the water treatment plants. Holiday compensation shall be in accordance with the terms of the Agreement.

2. Water Division On-Call

- a. The Water Division On-Call schedule shall consist of a rotation to be determined by the members of the bargaining unit. The Union shall provide the rotation list, and any amendments thereto that may be made by the Union, to the Water Superintendent or his/her designee. The employee on rotation shall be responsible for reading wells on Saturday and Sunday mornings.
- b. The Water Division employee on rotation shall be compensated for five and one half (5.5) hours per week (2.75 hours of compensation for being on call on Saturday and Sunday) for reading wells and making minor adjustments during reads while on call.
- c. Water Division employees on rotation shall also be responsible for reading the wells and checking the water treatment plant on holidays that falls on any weekday during the week subsequent to their on-call rotation. In addition to receiving eight (8) hours of holiday pay pursuant to Section 9.3 of the Agreement, employees shall be entitled to 2.75 hours of compensation for reading duties on a holiday that falls Monday through Friday. One hour of additional compensation

will be paid to the Water Division employee on-call and responsible for reading the wells and checking the water treatment plant on either the actual holiday or the observed holiday (one hour each day as applicable).

- d. Water Division employees shall no longer be responsible for “lift stations.”
- e. Assignments of work beyond reading and adjusting wells while on-call shall be compensated pursuant to the overtime provisions in the Article IV of the Agreement.

3. On-Call Procedure

Village employees shall utilize the following on-call procedures:

- a. The Village Dispatch will initiate the on-call procedures by contacting the Street Division employee on-call pursuant to the rotation list.
- b. If the Street Division employee determines that the call involves an emergency Water Division issue, an emergency is defined as a hazardous condition that has the potential to effect persons or property, the Street Division employee will attempt to fix the problem. If the employee cannot resolve the emergency water issues or the issues is determined to be a non-emergency water issue, the on-call employee shall contact the Water Division employee on the water read rotation for the weekend, followed by the other two Water Division employees.

Management and/or the on-call employee retains the discretion to call in the closest employee available to isolate and/or mitigate the emergency. The on-call or on rotation employee shall still be called in to assist with the issue, unless it is decided that the call out requires no further action upon arrival.

- c. If no Water Division employee is available to work, the on-call Street Division employee will then call the Water Superintendent. It will then be the Street Division employee's responsibility to resolve the issue unless the Water Superintendent determines otherwise.
- d. During a call out, the responding employee shall attempt to address all issues within their capabilities regardless of Division.

ARTICLE V **SENIORITY**

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

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

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Any probationary period can be extended by a period of up to three (3) months.

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

ARTICLE VI **LAYOFF AND RECALL**

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days' notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

The Village of North Aurora in its reasonable discretion shall determine whether layoffs are necessary and shall determine which classifications will be subject to layoff. If it is determined that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position, and then followed by the next least senior employees in the position in reverse order of their seniority.

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 classification or position for which he/she is qualified, provided that he has more seniority than any other person in that classification or position. 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 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

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

Prior to actual imposition of 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.

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline which is commensurate with the severity of the offense, up and including immediate discharge.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the Employer shall notify the employee of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

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

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union Steward or 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). The Grievant or one Grievant representing a group of Grievants may be 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.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: PUBLIC WORKS DIRECTOR

The Union may submit a written grievance to the Department Head within seven (7) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Department Head or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Department Head shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Department Head shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP TWO: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at step one, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in step one or when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The

person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form that contains a scrivener's error, such as an incorrect date, section citation or other procedural error shall not be grounds for denial of the grievance. If a grievance is denied because of a scrivener's error, the Grievant or Union has five (5) additional days to resubmit a corrected grievance form.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the

parties may, in any individual case (except discharge cases), extend this limit by mutual agreement.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives and one (1) alternate bargaining representative shall be designated by the Union as the Stewards. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays for bargaining unit members are:

New Year's Day	Labor Day
New Year's Eve Day	Veterans Day
Spring Holiday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

It is expressly agreed to by both parties that two (2) bargaining unit members shall be permitted to use accrued time off (such as vacation or personal time) for the Day after Christmas every year. The two (2) bargaining unit members will be determined by seniority for the first year and then every year thereafter on a rotating basis. The two (2) bargaining unit members may be required to work the day after Christmas if an unexpected emergency occurs.

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees.

SECTION 9.2: SPECIFIC APPLICATIONS

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday, in accordance with the Village of North Aurora holiday schedule.
- (B) Paid time off to vote will be made available in accordance with State law.

SECTION 9.3: HOLIDAY PAY

All full-time employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday (actual or observed) shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

SECTION 9.4: PERSONAL DAYS

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

SECTION 9.5: SAFETY INCENTIVE DAY

If an employee in the bargaining unit does not suffer any recordable time off injury or at fault vehicular accident in the previous fiscal year then he shall be awarded one (1) personal day or eight (8) hours regular straight time pay at the employee's discretion. The Village of North Aurora reserves the right, without creating precedent, to award all or some bargaining unit employees, at the Village's sole discretion, a safety incentive day if a recordable time off injury or at fault vehicular accident occurs in the previous fiscal year.

ARTICLE X **VACATIONS**

SECTION 10.1: VACATION ACCRUAL

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Amount</u>	<u>Accrual Rate</u>
Start Through Completion of 3 Years	2 Weeks (80 Hours)	3.333
Beginning Year 4 Through Completion of Year 5	2 ½ Weeks (100 Hours)	4.166
Beginning Year 6 Through Completion of Year 10	3 Weeks (120 Hours)	5.000
Beginning Year 11 Through Completion of Year 20	4 Weeks (160 Hours)	6.666
Beginning Year 21 and After	5 Weeks (200 Hours)	8.333

SECTION 10.2: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) Employees may carry unused vacation time from year to year, with a maximum accumulation of one week. The Village Administrator may approve a temporary accumulation of vacation leave greater than the Maximum Accrual, at its sole discretion based on the operation needs of the unit and Village. Such additional accrual may not exceed two (2) additional weeks of vacation leave greater than the Maximum Accrual. Employees granted a temporary accumulation of vacation leave greater than the Maximum Accrual must use enough vacation leave within a twelve (12) month period after Village Administrator approval of the temporary accumulation in order to be at or below the Maximum Accrual at the end of the twelve (12) month period.
- (C) New employees shall be eligible for vacation usage immediately after successfully completing their probation period.
- (D) Vacation may be used in minimum increments of four (4) hours or more.

- (E) Requests for vacation time shall be made in accordance with the policy contained in the Employer's Personnel Manual. Vacation days are authorized by the Department Head on the basis of seniority recognizing that vacation schedules are subject to the workload of the Department. The scheduling of all vacation days is subject to prior approval by the Department Head or Superintendent, or his/her designee.
- (F) Employees shall be permitted to use all earned vacation time consecutively, subject to the operational needs of the Department.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary at his/her current rate of pay.

ARTICLE XI SICK LEAVE

SECTION 11.1: SICK LEAVE ACCRUAL

Employees shall accrue sick leave at the rate one (1) day per month, with a maximum accumulation of sixty (60) days. Should the Employer offer any other employee or group of employees a better sick leave buyback program, bargaining unit employees shall automatically receive the same benefit. An employee who does not use any sick days during a calendar year will be given one (1) extra day's pay during the last pay period of the year.

SECTION 11.2: SICK LEAVE USE

Sick leave may be granted in minimum one (1) hour increments for any of the reasons listed below:

- (A) Incapacitation due to illness, injury or disability.

- (B) Personal medical or dental appointments.
- (C) Family illness which requires the employee's presence. Family shall be defined as in Section 12.3.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XII LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition his/her Department Head for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted at the Employer's sole discretion.

SECTION 12.3: FUNERAL LEAVE

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

1. Funeral of spouse, child or stepchild – up to five (5) days.
2. Funeral of immediate family members except as noted in (1) above – up to three (3) days. Up to two (2) additional days may be granted for travel if distance is more than 250 miles one way.
3. Immediate family for these purposes is defined as mother, father, brother, sister, step father, step mother, grandparent, grandparent in law, grandchild, mother in law, father in law, brother in law and sister in law.

4. Funerals for aunts, uncles, nieces, nephews are limited to one (1) day.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

The Employer shall comply with all applicable law.

SECTION 12.5: JURY DUTY LEAVE

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

SECTION 12.6: MILITARY LEAVE

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

ARTICLE XIII **MEDICAL/HOSPITALIZATION/DENTAL INSURANCE**

The Employer shall provide the same health insurance coverage at the same costs as to other non-bargaining unit Village employees.

ARTICLE XIV **EMPLOYEE TRAINING AND EDUCATION**

SECTION 14.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, exclusive of travel time for which employees shall be paid at their normal straight time rate, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. Employees shall be reimbursed for meals as per past practice and procedure, pursuant to the submission of receipts. Reimbursement occurs as follows: up to ten (\$10.00) dollars for breakfast, up to fifteen (\$15.00) dollars for lunch and up to twenty (\$20.00)

dollars for dinner per pay, with the submission of receipts. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging. All reimbursements made to the employee shall be paid on the pay period following Board approval of the bill listed.

SECTION 14.2: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to or who currently have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. Employees shall be permitted to renew such license during work hours without loss of pay.

SECTION 14.3: EDUCATIONAL INCENTIVE

The Employer agrees to provide the same education reimbursement benefit that is provided to non-bargaining unit employees.

SECTION 14.4: CERTIFICATION INCENTIVE

The Employer shall pay an additional .25¢ cents per hour for all non-CDL licenses or certifications required by the Village or as reasonably determined by the Village to be reasonably beneficial to the operations of the Department. Water Division employees shall receive an additional .25¢ cents per hour for each level of water license, up to and including a B license and passing the appropriate coursework, fieldwork, and a practical test of knowledge. The practical test of knowledge shall be given by the Water Division Superintendent within two (2) months of completion of the designated coursework and fieldwork.

SECTION 14.5: IUOE LOCAL 150 TRAINING SITE

The parties agree that Employees shall be entitled to use the IUOE Local 150 training site in accordance with Appendix B.

ARTICLE XV

SAFETY

SECTION 15.1: 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 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued. In the event that the employee disagrees with the determination of the supervisor, the employee shall inform the /her of Public Works or his designee of the unsafe working condition, equipment or vehicle, who shall then have the responsibility to determine what action, if any, should be taken.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within two (2) weeks of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

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

A Union representative and/or Union Stewards and affected bargaining unit employees may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances and arbitrations shall not be discussed at such meetings. Attendance at labor management meetings shall be voluntary on the employee's part and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. In the event the meeting is scheduled during working time, designated employee representatives shall attend without loss of pay. The Union shall notify the Village in advance as to who will attend the meeting. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE XVII NO SUBCONTRACTING

There shall be no subcontracting of work primarily performed by bargaining unit members that will result in layoff or a reduction in hours of work. The Employer retains the right to subcontract out work that has historically been subcontracted out in the past.

ARTICLE XVIII UNIFORMS AND EQUIPMENT

SECTION 18.1: UNIFORMS/BOOTS

The Employer shall provide five hundred and fifty dollars (\$550.00) per year for the purchase of logo and name stitched t-shirts, pants, socks, insulated socks for winter, insulated clothing, sweatshirts, and boots. The Employer shall provide each employee with a Village approved or comparable Carhartt coat and bib overalls every three (3) years or where there is

excessive wear or damage, whichever occurs first. An employee's clothing and boot allowance shall both commence in June of each year.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed up to one hundred (\$100.00) dollars every year, for purchasing prescription safety glasses upon the employee submitting a receipt. Reimbursement will be made immediately following Village Board approval.

ARTICLE XIX **PERSONNEL RECORDS**

SECTION 19.1: PERSONNEL RECORDS

Employees may request that they or their representative review their personnel records up to two times per year. Within seven (7) days of the request, personnel records shall be available during non-working hours for an employee and or his/her designee to review.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

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

SECTION 19.3: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records shall not be used for purposes of progressive discipline after twelve (12) months from occurrence, provided the conduct which led to the discipline has not recurred during that time period. The following shall not be removed from an employee's disciplinary record: discipline resulting from discrimination, harassment, workplace violence, and any valid violation of the Drug and Alcohol Policy.

ARTICLE XX
NON-DISCRIMINATION

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on any basis protected under state or federal law. Furthermore, the Union and the Employer agree not to discriminate against any employee on the basis of his or her political affiliations and/or beliefs. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 20.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXI
NO STRIKE / NO LOCKOUT

SECTION 21.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike. In the event the employees strike, the Union agrees it will, within twenty-four (24) hours, provide written notification to employees in the bargaining unit that his or her activity is prohibited by this Agreement and that the Union does not support or condone the strike.

SECTION 21.2: NO LOCKOUT

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

ARTICLE XXIII
WAGES

SECTION 23.1: WAGE RATES

Bargaining unit personnel shall receive an annual COLA at the following rates:

June 1, 2021 – 2.75%

June 1, 2022 – 2.75%

June 1, 2023 – 2.75%

June 1, 2021 through May 31, 2022:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$24.56	\$25.67	\$26.91	\$28.26	\$29.67	\$31.10	\$32.53	\$34.13
Water Division Laborer	\$24.56	\$25.67	\$26.91	\$28.26	\$29.67	\$31.10	\$32.53	\$34.13
Foreman	\$32.84	\$34.14	\$35.45	\$36.82	\$38.27	\$40.04	\$41.87	\$43.79
Lead Water Operator	\$32.84	\$34.14	\$35.45	\$36.82	\$38.27	\$40.04	\$41.87	\$43.79

June 1, 2022 through May 31, 2023:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$25.24	\$26.38	\$27.65	\$29.04	\$30.49	\$31.96	\$33.42	\$35.07
Water Division Laborer	\$25.24	\$26.38	\$27.65	\$29.04	\$30.49	\$31.96	\$33.42	\$35.07
Foreman	\$33.74	\$35.08	\$36.42	\$37.83	\$39.32	\$41.14	\$43.02	\$44.99
Lead Water Operator	\$33.74	\$35.08	\$36.42	\$37.83	\$39.32	\$41.14	\$43.02	\$44.99

June 1, 2023 through May 31, 2024:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Street Division Laborer	\$25.93	\$27.11	\$28.41	\$29.84	\$31.33	\$32.84	\$34.34	\$36.03
Water Division Laborer	\$25.93	\$27.11	\$28.41	\$29.84	\$31.33	\$32.84	\$34.34	\$36.03
Foreman	\$34.67	\$36.04	\$37.42	\$38.87	\$40.40	\$42.27	\$44.20	\$46.23
Lead Water Operator	\$34.67	\$36.04	\$37.42	\$38.87	\$40.40	\$42.27	\$44.20	\$46.23

SECTION 23.2: TEMPORARY ASSIGNMENT PAY

The Superintendent may designate a bargaining unit member to act in a supervisor capacity during his or her absence. During the designated time, an individual will receive the next highest wage scale for all hour worked in the acting capacity.

When the Water Division Superintendent is unavailable he, or his designee, shall designate a Water Division employee to act in his place. The employee designated shall receive temporary assignment pay at the next highest level of the lead water operator wage scale for all hours worked on a weekday and for all hours worked on a weekend. Should the lead water operator be designated he/she shall receive the Water Superintendents' rate of pay for the all hours worked on a weekday and for all hours worked on a weekend. The five and one-half (5.5) hours of straight time pay received for reading the wells on Saturday and Sunday shall also be at the higher rate of pay.

ARTICLE XXIV DRUG AND ALCOHOL POLICY

The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix A, attached hereto and made a part hereof.

ARTICLE XXV
FILLING OF VACANCIES

SECTION 25.1: POSTING

Whenever there is a vacancy in an existing job classification or that a new bargaining unit job has been created in the bargaining unit, a notice of such vacancy, with description and/or explanation of such vacancy, shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most qualified bargaining unit member who meets the qualifications for the position, or who could become qualified with a reasonable period of training.

ARTICLE XXVI
SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII
TERMINATION

This Agreement shall be effective as of the first day of June, 2021 , and shall remain in full force and effect until the 31st day of May of 2024 , whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that

it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 21 day of June, 2021, in Village of North Aurora.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,


James M. Sweeney
President/Business Manager

Deanna M. Distasio
Deanna M. Distasio,
Attorney


VILLAGE OF NORTH AURORA
Village President

APPENDIX A

DRUG AND ALCOHOL POLICY (For Both CDL and Non-CDL Drivers)

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

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

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

B. Prohibited Drug-Related Conduct

An employee shall not perform any work if s/he has engaged in any of the following activities:

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 - a. Marijuana (THC metabolite)
 - b. Cocaine
 - c. Opiates (morphine and codeine)
 - d. Phencyclidine (PCP)
 - e. Amphetamines

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication that may impair the employee's ability to safely perform his or her job duties and/or whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident, and:
 - a. The accident involved injury requiring medical treatment away from the scene; or
 - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical treatment away from the scene; or
 - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
 - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

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

B. Random Testing

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

1. Restricted Period

- a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

2. Frequency

- a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be

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

- b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

3. Selection

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

C. Reasonable Suspicion Testing

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

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- 2. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- 3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.

4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

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

E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

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

III. TESTING PROCEDURES

A. Drug Testing Procedures

1. Collection Site

- a. Once a drug test is announced, an employee shall go directly to the collection site. If the test is being conducted post accident or for reasonable suspicion, the employee will be transported to the collection site.
- b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

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

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

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

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

b. Positive Test Results

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

- 3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.
- c. Waived or Positive Confirmation Test
 - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.
- d. Alternative Test

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

6. Inability to Provide Adequate Sample

- a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine

specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.
 - 1) The employee shall be placed out of service until this determination is made.
 - 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

B. Alcohol Testing Procedures

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
 - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
 - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
 - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
 - 4) Once testing is complete, the BAT shall show the results to the employee.

d. Screening Test

- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

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

3. Inability to Provide an Adequate Amount of Breath

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

- f. The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

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

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

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - a. Is evaluated by a Substance Abuse Professional (SAP); and
 - b. Complies with and completes any treatment program recommended by the SAP; and
 - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.
 - d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

C. Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:

- a. Is evaluated by a Substance Abuse Professional (SAP); and
- b. Complies with and completes any treatment program recommended by the SAP; and
- c. Completes the return to duty testing requirements set forth above with a negative result.
- d. Signs a Last Chance Agreement consenting to the terms set forth in a, b, and c, above and acknowledging that any future violation of this Drug and Alcohol Policy will result in immediate termination of employment.

D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

E. Refusal to Test

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

V. CONFIDENTIALITY OF RECORDS

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

A. Employee Entitled to Information

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

B. Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.

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

VI. EMPLOYEE ASSISTANCE PROGRAM

A. Voluntary Referral

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

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

B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential.

C. Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

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

2. Extended Leave of Absence

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

APPENDIX B

IUOE LOCAL 150 TRAINING SITE

The International Union of Operating Engineers, Local 150, operates a skill improvement training site in Plainfield, Illinois. This site is funded by hourly contributions made by employers on behalf of Union members. Union members working for municipalities have previously been ineligible to use the training site because their employers did not make contributions on these members' behalf. Pursuant to relevant collective bargaining agreements, private employers make contributions for each and every member of Local 150 whom they employ. In recognition of the fact that Village of North Aurora employs some Union members whose job duties do not include work traditionally performed by equipment operators, Local 150 agrees to waive the requirement that Village of North Aurora make contributions on behalf of all Union members. The Union and Village of North Aurora hereby agree that specific Union members working for Village of North Aurora shall be eligible to utilize the training site for a period of one (1) year, beginning on January 1, 2007, pursuant to the terms below.

Available Training: Trained instruction in operation of equipment used by or anticipated to be used by Village of North Aurora and certain classroom courses relevant to municipal work (see attached sample list). Contribution rate: \$0.35/hour per employee, based on 160 work hours per month. Payments shall be remitted on a monthly basis to "Operating Engineers Local 150 Apprenticeship Fund" at Midwest Operating Engineers Fringe Benefit Funds, P.O. Box 74632, Chicago, Illinois 60675-4632. Designated Employees: Village of North Aurora may designate any members of Local 150 whom it employs to be eligible to utilize the training site, and agrees to make monthly contributions on behalf of those employees for the entire one (1) year period. A

list of designated employees shall be attached to this Agreement and made a part thereof. Should a designated employee leave the bargaining unit or withdraw from the Union during the term of this Agreement, Village of North Aurora may substitute another employee in his/her place, so long as Village of North Aurora pays the entire amount for the one (1) full year period. Village of North Aurora may designate additional employees by giving notice to the Union and beginning payment as set out above. Available Hours: The training site is open from 7 a.m. to 4:30 p.m. Monday through Friday, and 7 a.m. to 3:30 p.m. on Saturday, weather permitting. Eligible employees shall be paid at the appropriate rate for all hours spent at the training site, pursuant to the parties' collective bargaining agreement.

Examples of Available Equipment

Rubber Tire Loader;
Track Loader;
Dozers;
Combination Backhoe;
Track-Hoe;
Skid Steer;
Gradall;
Graders;
Forklift;
Commercial Driver's License Equipment;
Rollers;
Sheep's Foot.

Examples of Available Training

CDL Study Material;
CDL Road Tests;
Forty-hour Hazardous Materials Training Class;
Eight-hour Hazardous Materials Refresher Class;
OSHA Ten-hour Class;
Grade and Stake Class;
Surveying Class.