

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VILLAGE OF RIVER FOREST**

**MAY 1, 2022 THROUGH APRIL 30, 2025**

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## **PREAMBLE**

This Agreement has been made and entered into by and between the Village of River Forest, Illinois, (hereinafter referred to as the ("Village")) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), 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 the residents of the Village, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, as provided herein.

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

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1.1: RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board including all full time employees of the Public Works Department of the Village of River Forest, Illinois in the classifications of Maintenance Worker I, Maintenance Worker II, Water Operator and Crew Leader.

Excluded are all other employees, including, but not limited to all other employees of the Public Works Department, all other Village employees, and all managerial, supervisory, craft, security, confidential, professional and, short term employees, as defined by the Act.

#### **SECTION 1.2: NEW CLASSIFICATIONS**

The Village shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the Illinois State Labor Relations Board. If the parties are unable to reach agreement as to the inclusion or exclusion of the classification from the unit, the Village shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the IPLRA, the parties shall then negotiate as to the proper pay rate for the classification, with the Village free to assign a temporary rate pending resolution of such negotiations. Article XXII (No Strike No Lockout) shall continue in effect during these negotiations.

## **ARTICLE II**

### **UNION RIGHTS**

#### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

The parties acknowledge the general principal that working time is for work.

Union activities within Village facilities shall be restricted to administering this Agreement. The Steward or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward 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.

#### **SECTION 2.2: UNION BULLETING BOARDS**

The Village shall provide one Union bulletin board at the Public Works Garage. The board shall be for the sole and exclusive use of the Union and shall be separate from other Village bulletin boards. Postings shall not be of a local political or inflammatory nature and a copy of each posting shall be provided to the Director of Public Works or his/her designee.

#### **SECTION 2.3: UNION STEWARD**

The Union shall designate one duly authorized bargaining unit representative. The Union will provide written notice to the Director of Public Works to identify the Steward.

#### **SECTION 2.4: RIGHT TO ACCESS**

Authorized agents of the Union shall be permitted to visit bargaining unit members at the Public Works Garage during non-working hours for the purpose of ascertaining whether or not this Agreement is being adhered to by the parties, provided that the Union representatives, where reasonable, shall give prior notice to the Village and not disrupt the employees' work.

## **ARTICLE III**

### **UNION DUES/FAIR SHARE CHECK OFF**

#### **SECTION 3.1: DEDUCTIONS**

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the Village agrees to deduct membership dues, assessments or fees (hereafter dues) of any member of the bargaining unit from his/her pay. Such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on monthly basis at the address designated in writing by the Union. The Union shall advise the Village 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: FAIR SHARE**

Employees are free to pay voluntary fair share payments through payroll deductions. Voluntary fair share fees will be remitted to the Union upon written receipt of a written authorization form, submitted by an employee of the bargaining unit.

## **SECTION 3.3: INDEMNIFICATION**

The Union shall indemnify, defend and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in 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 IV**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights through its Administrator and his agents and designees to manage and direct the affairs of the Village in all of their various aspects, including but not limited to all rights and authority possessed or excised by the Village prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights include but are not limited to, the right to manage and direct employees; to determine the mission of the Village and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provisions of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Village and its various departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment; determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and objectives and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement, to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees; to establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the provisions of this Agreement. The Village 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 V**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 5.1: APPLICATION OF ARTICLE**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year.

#### **SECTION 5.2: WORKDAY AND WORKWEEK**

The normal workweek for bargaining unit employees shall consist of forty (40) hours per week, and shall be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

#### **SECTION 5.3: LUNCH/REST PERIODS**

Employees shall be allowed two (2) fifteen minute paid breaks, one during the first half of the workday and one during the second half of the workday. Employees shall be on the work site and ready to work up to the beginning, and at the end, of each break period.

Employees shall ordinarily be granted a one half hour unpaid lunch at noon of each day. Employees shall be on the work site and ready to work up to the beginning, and at the end, of the lunch break.

#### **SECTION 5.4: MANDATORY REST PERIOD**

Public Works employees are not required to work more than sixteen (16) hours straight without having at least a minimum of eight (8) hours rest. The only exception to this rule is in an emergency. An emergency is described as snow and ice removal and control, water main breaks, and any other situation that adversely impacts the health, safety and welfare of the general public. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with superintendent permission if in the superintendent's reasonable opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue.

#### **SECTION 5.5: OVERTIME COMPENSATION**

Bargaining unit employees 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 or workweek, as defined in Section 5.2 of this Article.

Bargaining unit employees shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays and for all hours worked on Sundays.

#### **SECTION 5.6: OVERTIME DISTRIBUTION**

The Village agrees to distribute overtime as equally as possible amongst those employees who are qualified to 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 situations.



The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime.

However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, temporary personnel or non-bargaining unit personnel on said overtime without violating the Agreement.

#### **SECTION 5.7: CALLOUT**

A "call-out" is defined as an official assignment of non-scheduled work which does not continuously precede or follow an employee's regularly scheduled working hours. Call-outs shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on call-out, with a guaranteed minimum of four (4) hours at such overtime rate of pay for each call-out.

The call-out procedure is as follows:

- A. All employees will be placed in the overtime distribution list. The initial overtime distribution list will be based on seniority, and the list will rotate based on the number of hours worked with the employees with the least amount of overtime being contacted first. If an employee is unavailable to work the call-out assignment or does not respond to the call as defined in Section C below, the hours worked during the assignment will be counted as hours worked on the overtime distribution list only for the purposes of determining the order of the call-out list. In the event of an emergency, defined in this Section as requiring an immediate road salting response, Public Works Administration shall have the authority to bypass the overtime distribution list and contact the employee(s) that can respond in the shortest period of time. For call-outs that require an assessment and decision on whether to call in other employees, the Crew Leader will be contacted first. In the event that the crew leader is not available, the employee with the greatest amount of relevant experience will be contacted next.
- B. Public Works Administration contacts the appropriate employee to respond to the work site, assess site conditions, and contact Public Works Administration to report the status of the work site and to determine if additional employees are needed. Public Works Administration will contact additional employees, if needed.
- C. Employees will be contacted first at home, at the phone number(s) designated by the employee. If employee does not respond to the call within five (5) minutes, the next employee will be contacted.
- D. Employee(s) responding to the call-out assignment shall complete all task(s) in their entirety. Upon completion of all work, the employee(s) responding will contact the Public Works Administration to confirm that all work has been completed and to discuss any unresolved issues.

## **SECTION 5.8: 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 Village. 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 accumulate up to eighty (80) hours of compensatory time at any given time. Any usage over eight (80) hours in a fiscal year shall be approved at the discretion of the Public Works Director or his designee. Compensatory time off must be taken within the same Village Fiscal Year it was earned. Compensatory time off not used by the end of the Village's Fiscal Year shall be compensated at the employee's regular hourly rate of pay. Compensatory time will not be granted for time blocks of less than four (4) hours.

## **SECTION 5.9: OVERTIME MEAL ALLOWANCE**

Employees who work six (6) or more consecutive hours of overtime will be offered a reasonable meal break at a time designated by the Superintendent during the overtime period. An employee shall be offered a reasonable meal break after each six (6) hour interval of consecutive overtime and shall receive a \$12.50 stipend for each meal, the stipend shall be paid on the same paycheck as the earned overtime. This overtime meal allowance shall not apply to prescheduled overtime regardless of duration.

# **ARTICLE VI**

## **SENIORITY**

### **SECTION 6.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Village's Public Works Department.

### **SECTION 6.2: 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, being absent for three (3) consecutive days without reporting off, failure to timely report a notice of recall or otherwise not performing bargaining unit work for a period in excess of two years.

### **SECTION 6.3: SENIORITY LIST**

Once each year the Village shall post a seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final fifteen (15) days after it is posted, unless protested by the Union or an employee.

### **SECTION 6.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve months of employment with the Village and if necessary the probation period may be extended by the Village for an additional period not exceeding three (3) months.

A probationary employee shall have no seniority, until he/she has completed the 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 and he/she shall have no rights under this Agreement.

## **ARTICLE VII**

### **LAYOFF AND RECALL**

#### **SECTION 7.1: DEFINITION AND NOTICE**

The Village in its discretion shall determine whether layoffs are necessary and shall determine which classifications, as defined herein, will be subject to layoff. For purposes of layoff only, the classifications of Maintenance Worker I, Maintenance Worker II and Crew Leader shall be combined as one classification. The classification of Water Operator shall be its own distinct classification. Except as provided in Section 8.2, the Village shall give the Union as much notice as possible, but not less than thirty (30) days' notice, of any layoffs.

#### **SECTION 7.2: GENERAL PROCEDURES**

If it is determined by the Village that layoffs are necessary in any classification as defined above in Section 7.1, any probationary, part-time or seasonal employees shall be laid off first followed by the least senior full-time employees in the classification in inverse order of their seniority. A laid off employee may bump a lesser senior employee in any classification if qualified to perform the work of that classification.

#### **SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES**

Laid off employees shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training. 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 ten (10) 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 Village by certified mail, return receipt requested. The recalled employee shall report for duty within ten (10) work days following receipt of the recall notice, provided the employee has responded to the notice, by telephone or other means, to inform the Village of his/her intent to return within five (5) calendar days of his/her receipt of the notice. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Village with his 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 VIII**

### **FILLING OF VACANCIES**

#### **SECTION 8.1: POSTING**

Whenever the Village determines in its sole discretion that a vacancy within the bargaining unit exists and that such vacancy must be filled, it will post a notice of such vacancy on the

department bulletin for five (5) working days. During this time, bargaining unit employees who wish to apply for such vacancy may do so.

## **SECTION 8.2: SELECTION**

The Village shall fill the vacancy by lateral transfer, promotion or from outside the bargaining unit. Where applicants are determined in the Village's discretion to be equally qualified for a vacant position, the Village shall offer the position to an internal candidate prior to selecting an external candidate. If the Village finds that a transferred or promoted employee is not suitable for the position, for reasons other than disciplinary action, the employee shall be restored to his/her previously held position. Upon such restoration, any other employee hired to fill the transferred or promoted employee's previously held position will be subject to immediate layoff in accordance with Article VII of this Agreement. It is expressly agreed by both parties that the Village's decision to restore an employee to his/her previously held position shall not be subject to the grievance and arbitration procedure.

## **ARTICLE IX**

### **DISCIPLINARY PROCEDURES**

#### **SECTION 9.1: EMPLOYEE DISCIPLINE**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall not include routine counseling or coaching when no documentation is placed in the employee's personnel file. Progressive discipline normally includes the following steps:

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

One or more steps may be skipped and discipline may be imposed at higher levels when the severity of the offense warrants it.

Pursuant to the actual imposition of a suspension without pay, or discharge, 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 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 in such discussions. Provided the discussion will not be inordinately delayed if the Union Steward or other Union representative is not immediately available.

#### **SECTION 9.2: RIGHT TO REPRESENTATION**

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.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **SECTION 10.1: GRIEVANCE DEFINED**

A grievance is defined as a complaint arising under this Agreement raised by an employee as to himself and/or the Union against the Village involving an alleged violation, misrepresentation or misapplication or an express written provision of this Agreement.

#### **SECTION 10.2: PROCESS AND STEPS**

The employee(s) or the Union shall adhere to the following grievance procedure.

Recognizing that grievance(s) should be raised promptly, a grievance must be presented within ten (10) working days after the occurrence of the event first giving rise to the grievance or within ten (10) working days after the grievant or Union reasonably could have known of its occurrence. A grievance shall be processed as follows:

##### **STEP ONE**

The employee(s), with or without their Union Representative (or the Union Representative alone in the case of a Union grievance), having a grievance shall submit it to the Superintendent. The Superintendent shall give the Village's written answer within ten (10) working days after such presentation.

##### **STEP TWO**

If the grievance is not settled in Step 1 and the Union and/or employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Director of Public Works or his/her designee within ten (10) working days after the Village's answer in Step 1 or within ten (10) working days of when the answer was due, and shall be signed by both the employee and/or the authorized representative of the Union. The written grievance shall provide a statement of the issue(s) in dispute with the known facts on which the employee and/or Union Representative base the grievance/dispute, and references to the section(s) of the Agreement that may be applicable and/or are allegedly violated or misinterpreted, and the remedy and/or relief requested. The Director of Public Works or his/her designated representative, shall discuss the grievance within ten (10) working days with the Union Representative, and the employee(s) (if the employee(s) desire to be present), at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Director of Public Works or his/her designated representative, and the Union. If no settlement is reached, the Director of Public Works or his/her designated representative, shall give the Village's written answer to the Union within ten (10) working days following their meeting.

##### **STEP THREE**

If the grievance is not settled in Step 2 and the Union and/or the employee(s) desires to appeal, it shall be referred by the Union in writing to the Village Administrator or his/her designated representative, within ten (10) working days after the Village's answer in Step 2 or within ten (10) working days of when the answer was due. A meeting between the Village Administrator or his/her representative, and the employee(s) (if the employee(s) desires to be

present), and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Administrator or his/her representative and the Union and/or the employee(s). If no settlement is reached, the Village Administrator, or his/her representative, shall give the Village's written answer to the Union within ten (10) working days following the meeting.

#### **STEP FOUR**

If the grievance is not settled in accordance with the foregoing procedure, upon written notice to the Village Administrator, the Union may refer the grievance to arbitration within ten working days after receipt of the Village's written answer or within ten (10) working days of when the answer was due.

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within ten (10) working days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties, an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of the coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).
2. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
3. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof.
4. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
5. The parties may agree that grievance arbitration hearings held pursuant to this procedure may be "streamlined" (i.e., no transcriptions, no post hearing written arguments or briefs and if the arbitrator agrees, a "bench decision") on all issues except for matters of discharge and /or suspension. The parties may agree to use an expedited process to secure a hearing as soon as possible, with such hearing to be transcribed and briefed if so desired by either party.

6. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union; provided, however, that each party will be responsible for compensating its own representatives and witnesses.

### **SECTION 10.3: LIMITATIONS ON AUTHORITY OF ARBITRATOR**

The arbitrator shall have no rights to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific dispute or issue(s) or contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. In the event the parties cannot agree as to the statement of the issue or dispute for submission to the arbitrator, the arbitrator shall have the authority to frame the issue as a part of his award/decision. The decision shall be based upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

### **SECTION 10.4: TIME LIMIT FOR FILING**

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the first event giving rise to the grievance or within ten (10) days after the employee/Union through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented or appealed within the time limits set forth above or any agreed extension thereof, it shall be considered "waived." If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Village and Union representatives involved in each Step.

The term "working days" as used in this Article shall mean the days Monday through Friday inclusive when employees covered by this Agreement are normally scheduled to work.

### **SECTION 10.5: EMPLOYEE RIGHT TO SELF-REPRESENTATION**

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union Representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

### **SECTION 10.6: PROCESSING OF GRIEVANCES**

The name of the authorized Union Steward who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

The parties shall endeavor to schedule grievance meeting specified in this Article at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in questions. If, however, a meeting is scheduled at the request or consent of the Village during work hours, the grievant and/or Union Representative shall be released from duty to attend the meeting without any loss of pay, provided they shall remain available for emergency response.

## **SECTION 10.7: 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.

## **ARTICLE XI**

### **HOLIDAYS**

#### **SECTION 11.1: GENERAL INFORMATION**

Holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve
	Floating Holiday

The floating holiday must be used during the Fiscal Year. The use of the floating holiday is subject to the scheduling approved by the Director of Public Works or their designee. Any floating holiday not used within the Fiscal Year will be forfeited.

#### **SECTION 11.2: SPECIFIC APPLICATIONS**

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.

If an employee is absent from work the day before or after a holiday, the employee will not receive holiday pay until proof of illness or other excusable absence is established in a manner suitable to the employee's Department Head.

#### **SECTION 11.3: HOLIDAY PAY**

All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday 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 four (4) hours should an employee be called out on a holiday.

#### **SECTION 11.4: PERSONAL DAYS**

All employees shall be entitled to two (2) personal days off with pay to be used in the employee's anniversary year. The use of the personal time is subject to the scheduling approved by the Director of Public Works. Any personal days not used within the Employee's anniversary year will be lost. Employees shall be permitted to carry over one (1) personal day from year to year.



## **ARTICLE XII**

### **VACATIONS**

#### **SECTION 12.1: VACATION POLICY AND ACCRUAL**

Vacation leave is important and essential to your health, morale, job satisfaction and successful job performance. Vacation leave shall be approved by the Department Head, taking into consideration the departmental workload and the needs and demands of the Village. The use of vacation leave is limited to that which is earned at the time of said leave, unless specifically approved by the Department Head and the Village Administrator.

Except as otherwise provided in this Article, eligible employees shall earn and accumulate vacation leave for any month in which they receive compensation for more than eighty (80) hours of work. For purposes of this Article only vacation leave, sick leave, holidays, workers compensation leave and compensatory time shall be considered hours worked. Employees shall earn and accumulate vacation leave on a monthly basis according to the following schedule, effective January 1, 2004:

Years of Accumulated Service	Total Days of Vacation Per Year (Accrued Monthly)
0-5 Years No use until after successful completion of probationary period.	10
After 5	15
After 10	20
After 15	25

#### **SECTION 12.2: VACATION USAGE**

- A. Accumulation During Leave – Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Vacation leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury or during an authorized vacation or sick leave.
- B. Holidays During Vacation Leave – Whenever a paid holiday falls during an authorized vacation leave, the employee's leave or the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.
- C. Maximum Carry Over – A maximum of 10 days of an employee's earned vacation leave may be carried over from anniversary year to anniversary year.
- D. Forfeited Vacation Leave – Except as provided in Section 12.2.C, any earned vacation leave which is not used before the end of an employee's anniversary year will be forfeited by that employee except as approved by the Department Head and the Village Administrator.

- E. Minimum Use of Vacation Leave – Every employee is strongly encouraged to use a minimum block of five (5) days of earned vacation leave at least once during every anniversary year.
- F. Payment of Vacation Leave Upon Termination of Employment– Any employee leaving the Village shall be compensated for vacation leave earned and unused at the date of termination of employment, at the employee's current pay rate.
- G. Waiver of Vacation Leave – No employee shall be permitted to waive vacation leave for the purpose of receiving additional pay.
- H. Minimum Leave – Vacation leave shall be taken in units of not less than two (2) hours at the discretion of the Department Head.

## **ARTICLE XIII**

### **SICK LEAVE**

#### **SECTION 13.1: SICK LEAVE ACCRUAL**

Sick leave is accumulated at a rate of one day of sick leave credit each month. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave may reach a maximum accumulation of two hundred forty (240) working days.

Sick leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, when there is an illness in the employee's family (i.e., spouse, child (birth, adopted, step), or parent), or for medical appointments which cannot be scheduled outside of working hours. A maximum of five (5) earned sick days per year may be used, when there is an illness in the employee's family.

#### **SECTION 13.2: SICK LEAVE USE**

##### **A. Authorization of Sick Leave**

The Director of Public Works will have primary discretion for granting sick leave to each employee in the department. Sick leave may not be used before it is earned.

##### **B. Minimum Sick Leave**

Sick leave shall be taken in units of not less than one (1) hour.

##### **C. Accumulation During Leave**

Credit for sick leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Sick leave shall continue to accumulate during a leave of absence with pay due to an on-the-job injury, or during an authorized vacation sick leave.

##### **D. Reporting of Absence**

The employee shall give notice of absence due to illness or injury to the Superintendent as far as possible in advance of the starting time for the scheduled workday. In any event, the

Superintendent should be advised not less than sixty (60) minutes before the starting time on the day of the absence. The employee must detail the reasons for the absence and the anticipated duration of such absence.

**E. Medical Certificate Required**

A statement or other viable documentation shall be provided by a licensed physician for any use of sick leave of three (3) or more consecutive days unless specifically excused by the Village Administrator or designee. The Village may, in its discretion, require an employee to submit a physician's verification of illness and/or verification that the employee is well enough to return to work for absences of less than three (3) days. If the Director of Public Works suspects abuse or a pattern of improper or unnecessary sick leave use or if the employee does not supply such statement/documentation or said statement is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay. The Village may, in its discretion, provide advance written notice to the employee that any further sick leave shall require a doctor's verification of illness. Failure to report an absence because of illness will result in time off without pay and/or disciplinary action up to and including termination. Any costs associated with providing a doctor's statement are the responsibility of the employee. The Village may require a second opinion by a physician designated by the Village at the Village's expense.

**F. Medical Examination**

Any employee who is unable to perform work duties as a result of personal illness or injury may be required to submit to a medical test or a physical or psychological examination at the discretion of the Village Administrator by a licensed medical professional appointed by and at the expense of the Village. Such examination may be ordered to verify use of sick leave or fitness for duty, or for other business-related reasons such as to determine the extent of the illness or injury, prognosis and possible date and ability to return to work. The failure or refusal by an employee to submit such an examination is cause for disciplinary action.

G. Sick leave will be paid at the straight time rate and only for regularly scheduled weekly hours up to a maximum of forty (40) hours.

H. Violations of the regulations for use of sick leave or requests for use for an improper purpose is an act of dishonesty and can result in disciplinary action or discharge in accordance with the Village's disciplinary procedures.

**ARTICLE XIV**

**LEAVES OF ABSENCE**

**SECTION 14.1: DISABILITY LEAVE**

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

**SECTION 14.2: DISCRETIONARY LEAVE OF ABSENCE**

An employee with at least twelve (12) months seniority may petition his/her Department Head for a leave of absence. Such leave of absence if approved at the sole discretion of the Village

is without pay or fringe benefits and shall be issued in accordance with the Village's personnel policy.

#### **SECTION 14.3: FUNERAL LEAVE**

In the event of a death in the family, an employee may take the following consecutive calendar days off and receive regular straight-time pay for any regularly scheduled work shifts that fall during such consecutive calendar day period. Such calendar day period ordinarily shall start either the day of or the day after the employee learns of the death. Further, in cases where extensive travel to the funeral is required or for other good and sufficient reasons, the department head or their designee may allow the employee to commence the funeral leave on a later date.

Five consecutive calendar days for: wife, husband, son or daughter.

Three consecutive calendar days for: father, mother, brother, sister, father-in-law, or mother-in-law.

One day for: grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt or uncle.

Any additional time needed shall be taken as personal days, compensatory time or vacation leave and shall be subject to the approval of the department head. The Village Administrator or Department Head reserves the right to request documentation of the absence.

#### **SECTION 14.4: FAMILY AND MEDICAL LEAVE**

Family Medical Leave shall be provided according to Village policy.

#### **SECTION 14.5: 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 provided said employee shall endorse to the Village any payment received for such duty.

#### **SECTION 14.6: MILITARY LEAVE**

Military leave shall be provided in accordance with state and federal law.

#### **SECTION 14.7: ILLINOIS PAID LEAVE FOR ALL WORKERS ACT**

The parties recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, S.B. 0208. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

## **ARTICLE XV**

### **INSURANCE**

#### **SECTION 15.1: HEALTH AND DENTAL INSURANCE**

The Village shall make available health and dental insurance, which shall be provided to bargaining unit employees exclusively by the Fund's insurance plan ("Fund Plan"). The cost of the Fund Plan shall be paid by the Village as follows:

**Effective May 1, 2022:**

Family	\$2,558.00 per month
Employee + 1	\$1,677.00 per month
Single	\$839.00 per month

Each May 1, the health insurance rates set forth above shall increase to the rates set forth by the Fund, however, the rates shall increase by not more than ten percent (10%). If the health insurance rates set forth above increase by more than five percent (5.00%) and up to seven percent (7.00%) the May 1 wage increase provided for in section 23.1 of this agreement shall become 1.00%. If the health insurance rates set forth above are increased by more than seven percent (7.00%) and up to ten percent (10.00%) the May 1 wage increase provided for in section 23.1 of this agreement shall become 0.5%. This shall hold true for each year of the contract.

#### **SECTION 15.2: LIFE INSURANCE**

The Village will pay the premium for \$25,000 of term life insurance on behalf of all full-time Employees and offers an optional \$10,000 supplemental term life insurance policy to be paid for by the Employee through payroll deduction, with premiums varying with the age of the Employee.

#### **SECTION 15.3: RETIREES**

For any employee hired prior to January 1, 2005, who retires after having been employed by the Village a minimum of twenty (20) consecutive years immediately prior to retirement, and is at least 55 years of age, the Village will pay \$200 per month toward the cost of retiree health insurance coverage in the Union Health Plan until the retiree reaches Medicare eligibility.

Employees hired on or after January 1, 2005 may participate in the Union Health Plan and are required to pay 100% of the cost of retiree health insurance.

The surviving spouse of a retiree will be provided coverage as provided under COBRA laws.

Retirees may also purchase up to \$1,000.00 of life insurance under the Village's life insurance plan provided the retiree pays 100% of the monthly premium cost.

## ARTICLE XVI

### EMPLOYEE TRAINING AND EDUCATION

#### **SECTION 16.1: CDL LICENSE**

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License or Water Operator's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain.

#### **SECTION 16.2: CERTIFICATION INCENTIVE**

The Village agrees to compensate employees annually for the following certifications and licenses:

\$1000.00 - International Society of Arboriculture Certified Arborist

\$1000.00 - Class "C" Water Operator

\$200.00 - per year per category for each of the following pesticide license categories:

1. General Standards/Operator
2. Ornamentals/Applicator
3. Turf/Applicator
4. Right-of-Ways/Applicator

In order to receive certification pay for the above certifications and licenses, employees must meet the following conditions:

1. Obtain written approval from the Director of Public Works (DPW) prior to enrolling in any certification program/course for which you are seeking reimbursement or certification pay.
2. The DPW will approve the above certification pay after employee provides written proof of having completed all certification or license requirements.
3. In order to receive certification pay in years subsequent to becoming certified or licensed, employees must provide the DPW proof that the certification or license is current, active, or has been updated. The Village will pay for continuing education costs/renewal fees associated with keeping certifications and licenses updated/current. An employee who fails to complete a certification or license requirement(s) shall receive one half day off with pay in order to attend the course one time only. After the first unsuccessful attempt to complete said requirements subsequent attempts will be done at the employee's own expense and on the employee's own time.
4. Employees are eligible for certification pay for up to a combination of six (6) certifications or licenses, and for new employees, only after the successful completion of their six-month probationary period.
5. Employees must be available to perform work duties associated with each applicable certification and license as directed by the DPW or his designee.

Employees will receive certification pay at the beginning of each fiscal year (May 15th paycheck). Should an employee achieve certification any time during a given fiscal year, he/she shall receive a pro-rated amount based on the time remaining in that fiscal year.

## **ARTICLE XVII**

### **LABOR-MANAGEMENT MEETINGS**

#### **SECTION 17.1: LABOR MANAGEMENT MEETINGS**

The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be scheduled within one week of the requesting party submitting a written 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 Steward may attend these meetings. The Employer may assign appropriate management personnel to attend.

#### **SECTION 17.2: PURPOSE**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Village representative and there shall be no loss of wages for attendance by the Union Steward and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

## **ARTICLE XVIII**

### **SUBCONTRACTING**

The Village retains the right to subcontract any work it deems necessary. If the Village plans to lay off one or more bargaining unit employees and to subcontract the work they perform, the Village, except in the case of an emergency, shall notify the Union and offer the Union an opportunity to meet and discuss the economic impact of the contemplated action on the bargaining unit prior to its actual implementation.

## **ARTICLE XIX**

### **UNIFORMS AND EQUIPMENT**

#### **SECTION 19.1: UNIFORMS/BOOTS**

The Employer shall provide four hundred fifty dollars (\$450.00) per year for work uniforms/boots for all bargaining unit employees.

#### **SECTION 19.2: PROTECTIVE CLOTHING**

The Employer shall provide all necessary items of protective clothing and safety gear excluding safety boots which can be purchased in accordance with Section 19.1 above. The Employer shall provide five (5) high visibility (ANSI) t-shirts to each bargaining unit employee

per year. The Employer shall provide each employee with high visibility (ANSI) vests when needed to perform job duties.

### **SECTION 19.3: PRESCRIPTION SAFETY GLASSES**

The Village will reimburse bargaining unit employees who are subject to assignments or situations necessitating prescription eyeglasses for the purchase of one (1) pair of prescription safety glasses during the term of this Agreement.

## **ARTICLE XX**

### **PERSONNEL RECORDS**

The Village shall provide access to employee personnel records in accordance with applicable state law. The parties agree that oral reprimands shall be removed from an employee's personnel file twenty-four (24) months after the discipline is received by the employee, so long as there has been no additional similar discipline is issued during the intervening time period.

## **ARTICLE XXI**

### **NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicaps.

Likewise, the Village 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.

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

## **ARTICLE XXII**

### **NO STRIKE / NO LOCKOUT**

#### **SECTION 22.1: NO STRIKE**

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

#### **SECTION 22.2: CONSEQUENCES OF A STRIKE**

- A. Resumption of Operations and Union Liability. In the event of action prohibited by Section 22.1 above, the Union and any Steward appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best



efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, if they promptly comply with the requirements of this section.

- B. Discipline of Strikers. Any employee who violates the provisions of Section 22.1 above shall be subject to discipline, including immediate discharge. The Village retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.
- C. Judicial Restraint. Nothing contained herein shall preclude the Parties from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

### **SECTION 22.3: NO LOCKOUT**

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

## **ARTICLE XXIII**

### **WAGES**

#### **SECTION 23.1: WAGE SCHEDULE**

Wages for the life of this Agreement shall be paid in accordance with this article and Appendix B.

The Maintenance Worker Crew Leader will receive three dollars and fifty cents (\$3.50) per hour over the highest paid Maintenance Worker. The Water Crew Leader will receive two dollars and eighty cents (\$2.80) per hour over the highest paid Water Operator.

**May 1, 2022** – 1.0% increase to current step system

**May 1, 2023** – 0% increase to the step system

#### **MAY 1, 2024 – 1.5% INCREASE TO THE STEP SYSTEM SECTION 23.2: STEP INCREASES**

Step increases shall be made annually on the anniversary of the employee's date of hire or promotion, following an administrative review of the employee's performance. The employee shall receive the step increase upon attaining an evaluation of "meets standards" or higher on the Village Performance Evaluation Report. It is expressly understood that this Section and the evaluation referenced herein are subject to the grievance arbitration procedures as set forth in Article X.

### **SECTION 23.3: STEP UP PAY**

Employees acting in the capacity of Crew Leader shall receive an additional \$3.00 for each hour worked in said capacity. For each occurrence that an Acting Crew Leader is required, Public Works Administration shall have the right to select which employee will serve as Acting Crew Leader. It is expressly agreed by both parties that the Village's selection of an Acting Crew Leader shall not be subject to the grievance and arbitration procedure. An employee earning overtime as Acting Crew Leader shall be paid the applicable rate of overtime on his hourly rate of pay when acting up.

A Maintenance Worker I or Maintenance Worker II who holds the required Water Operator's license and is assigned by the Public Works Director or his designee to perform the duties of a Water Operator for one (1) or more hours in a normal work day as defined in Section 5.2, will receive additional pay equal to the difference between the employee's current hourly rate as defined in Appendix B and the Water Operator rate for the same step for hours worked as a Water Operator. For example, a Maintenance Worker II who is assigned to work as a Water Operator for two (2) hours and who is in Step 2 of the salary schedule, will receive additional compensation equal to the difference between Step 2 for Maintenance Worker II and Step 2 for Water Operator for hours worked as a Water Operator.

## **ARTICLE XXIV**

### **DRUG AND ALCOHOL POLICY**

The Village's drug and alcohol policy, which is 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. Said policy shall be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE XXV**

### **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 and the provisions of Article XXII (No Strike No Lockout) shall remain in effect during any such re-negotiation.

## **ARTICLE XXVI**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject of matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the Village may unilaterally exercise any management rights consistent with Article N even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

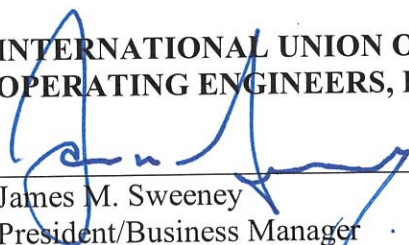
## ARTICLE XXVII


### TERMINATION

This Agreement shall be effective when executed by both parties and shall remain in full force and effect until the 30th April of 2025 . 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.

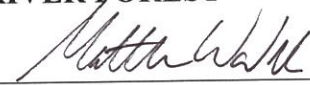
Agreement executed this 18<sup>th</sup> day of December, 2023


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

  
James M. Sweeney  
President/Business Manager

  
Deanna M. Distasio  
Attorney

**VILLAGE OF  
RIVER FOREST**

  
Matt Walsh  
Village Administrator

  
Jessica Spender  
Assistant Village Administrator

**APPENDIX A**

**DRUG AND ALCOHOL POLICY**

**VILLAGE OF RIVER  
FOREST**

**CDL (DOT)  
DRUG/ALCOHOL ABUSE  
POLICY**

Effective Date: \_\_\_\_\_, 2004

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## **I. STATEMENT OF POLICY**

### **A. Purpose and Goals**

The Village of River Forest ("Village") and the Federal Motor Carrier Safety Administration (FMCSA) of the U.S 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 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'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 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.

### **B. Employment Terms**

Employment with the Village is considered "at-will," meaning that it is for no set duration and can be terminated by the Village or the employee at any time, for any reason, unless prohibited by statute or public policy. Neither the implementation of this policy nor any of the terms of this policy is intended to modify the at-will nature of the employment relationship at the Village or to otherwise create any contract, express or implied, with any employee.

## **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 apply to individuals who work in the following positions:

Crew Leader  
Water Operator  
Maintenance Worker I  
Maintenance Worker II

## **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 in a contract, lease or other agreement with the Village. 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 unless such other circumstances indicate the existence of an employer-employee relationship.

## **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, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.
- J. 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. All time at a Village or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Village;
  2. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
  3. All time spent at the driving controls of a commercial motor vehicle in operation;
  4. All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR
  5. §393.76;
  6. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
  7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- K. 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.
- L. 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 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 refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).
6. 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).
7. 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).

In the event the Village has actual knowledge 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 IX of this policy. The employee will also be subject to any discipline required by the Village in accordance with Section X of this policy.

#### **C. Prescribed Medications**

All drivers are required to notify the Village, in writing, within 24 hours of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

#### **D. Drug And Alcohol Background Check**

Any driver the Village 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 two years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the Village. Reference Appendix A. The Village 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.

No driver will be allowed to perform a safety-sensitive function if the Village 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 confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

## **V. TESTING CIRCUMSTANCES**

### **A. Pre-Employment/Pre-Duty**

Prior to the first time a driver performs a safety-sensitive function for the Village (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 alcohol and will not be allowed to perform any such function unless verified negative drug and alcohol test results are received from the medical review officer.

### **B. Post-Accident**

As soon as practicable following an accident, the Village 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/she 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 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 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 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.

### **C. Random**

All drivers subject to this policy will be required to submit to random, unannounced drug and alcohol testing.

The Village will conduct random alcohol tests at a minimum annual percentage rate of 25 percent of the average number of driver positions. The minimum annual percentage rate for random controlled substances testing will be 50 percent of the average number of driver positions. If these rates are subsequently increased or decreased by the FMCSA, the Village will provide all drivers with written notice of the change.

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. However, a driver will only be required to submit to a random alcohol test if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

### **D. Reasonable Suspicion**

Whenever the Village 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 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 test results are released. Reference Appendix C. 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. A driver will therefore be directed to undergo a reasonable suspicion alcohol test only if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function. Every effort will be made to conduct any required reasonable suspicion alcohol test within two (2) hours of the reasonable suspicion determination. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Village will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until either an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or twenty four hours have elapsed following the reasonable suspicion determination. In any reasonable suspicion testing circumstance, a Village representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. The Village representative will then transport the individual back to the Village'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 will contact a taxi to transport the driver home. If the reasonable suspicion test result is negative, the Village 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 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 X 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.

## **VI. 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 (Appendix G to 49 CFR Part 40). 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  $\geq 0.02$ , the BAT will immediately notify the Village 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 representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village. 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**

### **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 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:

1. The driver presents a specimen which is outside the expected temperature range (90-100 °F)
2. The driver presents a specimen which the collector believes is adulterated or substituted, or has specimen adulterant or substitution materials in his/her pockets.
3. A previous specimen provided by the driver was invalid for testing and there was no medical explanation for the specimen's invalidity

4. A previous specimen provided by the driver was verified as positive, adulterated, or substituted and the split specimen was unavailable for reconfirmation.
5. 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, and the Village will direct the employee to be evaluated by a Village-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 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). The laboratory selected by the Village for testing conducted under this policy is:

Quest Diagnostics  
506 E. State Parkway  
Schaumburg, IL 60173

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 will designate an MRO for its controlled substance testing program. The designated MRO is: Dr. Lisa Woody

Loyola Center for Health – Occupational Health Services  
1211 W. Roosevelt Road  
Maywood, IL 60153  
(708) 531-7900

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 is unable to contact the



employee, the Village 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-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 that another specimen must immediately be collected under direct observation.

If the MRO reports a negative dilute specimen the [Village] 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, 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, 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 that another specimen must be immediately recollected under direct observation.

## **VIII. CONFIDENTIALITY AND RECORDKEEPING**

### **A. Confidentiality**

The Village 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's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the Village 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 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 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 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 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.

## **IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL**

### **A. Employee Education**

The Village 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 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.

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. The Village will retain the original of the signed certificate and will provide a copy to the employee, if requested. The Village will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

### **B. Supervisory Training**

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.

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

#### **1. Available Resources**

Any employee who engages in conduct prohibited by this policy will be provided with 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 substance abuse professionals and counseling and treatment programs.

#### **2. Substance Abuse Evaluation**

Although an employee's employment with the Village 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.

#### **3. 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. 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.

## **X. DISCIPLINE**

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

### **A. Applicants**

An individual who tests positive on a pre-employment drug test, or for alcohol with a concentration of  $\geq 0.02$ , will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position. An applicant who has his/her conditional offer of employment withdrawn shall be eligible to reapply for employment provided, however,

that the applicant provides written documentation from a SAP of successful completion or satisfactory participation in a supervised alcohol and/or controlled substance rehabilitation program and provides satisfactory proof of non-use of alcohol or controlled substances subsequent to the positive test.

## **B. Employees**

1. Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater, or found to be in possession of alcohol or controlled substances, will be subject to discipline as follows:

First Offense: The employee will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, and shall be suspended without pay until all of the following requirements have been met, but in no event shall the suspension be less than 40 working hours.

- a. The employee is evaluated by a SAP provided through the Village's Employee Assistance Program; and
- b. The employee has complied with any recommended treatment or rehabilitation; and
- c. The employee undergoes a return-to-duty evaluation by the SAP; and
- d. The employee passes a return-to-duty drug and/or alcohol test.

In addition, and as a condition for return-to-duty, the employee must submit to a follow-up testing program which consists of at least 6 unannounced tests in the first 12 months after return-to-duty. Follow-up testing may be extended for up to 60 months following return to duty.

Second Offense: The employee shall be immediately terminated.

2. 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 subject to discipline as follows:

First Offense: The employee will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, and shall be suspended without pay for a period of 40 working hours.

Second Offense: The employee shall be immediately terminated.

3. Refusal to Submit: Any employee who engages in any conduct that constitutes a refusal to submit to a controlled substance or alcohol test required under this policy shall be immediately terminated.
4. Return-To-Duty or Follow-up Tests: Any employee who tests positive for a controlled substance or for alcohol with a concentration level of 0.04 or greater shall be immediately terminated.
5. Any employee who violates the requirements of this policy will also be subject to the penalty provisions of 49 U.S.C. 521(b).

## **XI. RECORDKEEPING AND REPORTING**

### **A. Retention of Records**

The Village will maintain records relating to this policy as outlined in 49 CFR Parts 40 and 382. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

### **B. Management Information System Reporting**

When required by the FMCSA, the Village will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the Village's controlled substances and alcohol testing program activity.

**APPENDIX A  
VILLAGE OF RIVER FOREST**

**AUTHORIZATION FOR THE RELEASE OF DRUG AND ALCOHOL TESTING INFORMATION**

Prior Employer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Driver: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Dates of Employment: \_\_\_\_\_

In accordance with 49 CFR Part 40, §40.25 you are hereby authorized and requested to release to the Village of River Forest at 400 Park Avenue, River Forest, Illinois, 60305, information on any alcohol tests with concentration results of 0.04 or greater, verified positive controlled substance test results, refusals to be tested, and/or any other violations of DOT drug and alcohol testing regulations within two years preceding the date of this request. I further authorize and request you to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty or follow-up drug and/or alcohol tests within the two years preceding this request.

A photocopy of this release shall be valid as the original. This authorization shall be valid for one year from the date of signing hereof.

Date: \_\_\_\_\_ Driver Signature: \_\_\_\_\_

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**To Be Completed By Prior Employer**

**DOT DRUG AND ALCOHOL TESTING VIOLATIONS**

Driver has no violations of a DOT drug and alcohol testing regulation: \_\_\_\_\_.

Controlled Substance: \_\_\_\_\_ positive.

Date: \_\_\_\_\_

Alcohol: \_\_\_\_\_ alcohol concentration >0.04.

Date: \_\_\_\_\_

Refusal to be tested: \_\_\_\_\_ (adulterated, substituted, etc.)

Date: \_\_\_\_\_

**SUBSTANCE ABUSE PROFESSIONAL INFORMATION:**

No Substance Abuse Professional information available \_\_\_\_

Name of Substance Abuse Professional \_\_\_\_\_

Address: \_\_\_\_\_

Date of Initial evaluation: \_\_\_\_\_

Recommendation: \_\_\_\_\_

\_\_\_\_\_

Return-to-duty evaluation:   \_\_\_\_\_yes                   \_\_\_\_\_no       Date: \_\_\_\_\_



**APPENDIX B**  
**VILLAGE OF RIVER FOREST**  
**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:
3.
  - 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*<sup>1</sup> 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, 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:

1. Immediately notify emergency dispatch (WSCDC at either 9-1-1 or (708) 366-7125)
2. The driver or emergency dispatch (WSCDC) shall immediately notify the Director of Public Works.

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.

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<sup>1</sup> "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 C  
VILLAGE OF RIVER FOREST**

**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	( ) Normal	
Speech ( ) Confused	( ) Stuttered	( ) Thick-Tongued	( ) Accent	( ) Mumbled
( ) Fair	( ) Slurred	( ) Mush Mouthed	( ) Good	( ) Not
( ) Cotton Mouthed	( ) Other			Understandable
Attitude ( ) Excited	( ) Combative	( ) Hilarious	( ) Indifferent	( ) Talkative
( ) Insulting	( ) Care-Free	( ) Cocky	( ) Sleepy	( ) Cooperative
( ) Profane	( ) Polite	( ) Other		
Unusual ( ) Hiccoughing	( ) Belching	( ) Vomiting	( ) Fighting	( ) Crying
Action ( ) Laughing	( ) Other			
Balance ( ) Needs Support	( ) Falling	( ) Wobbling	( ) Swaying	( ) Other
Walking ( ) Falling	( ) Staggering	( ) Stumbling	( ) Swaying	( ) Other
Turning ( ) Falling	( ) Staggering	( ) Stumbling	( ) Swaying	( ) Hesitant
( ) 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: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_

Witnesses: \_\_\_\_\_  
(optional) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX D**  
**VILLAGE OF RIVER FOREST**  
**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 E**

**VILLAGE OF RIVER FOREST**

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

I, \_\_\_\_\_, hereby certify that I have been provided with copies of the Village'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 B

### WAGES

Wages updated on 4/4/2024 per section 15..1 see executed amendment for FY 24-25 rates.

#### FY 22-23

	Start	1	2	3	4	5	6
MW 1	\$26.43	\$27.36	\$28.31	\$29.30	\$30.33	\$31.39	\$32.49
MW 2	\$27.33	\$28.29	\$29.28	\$30.30	\$31.36	\$32.46	\$33.60
WO	\$29.06	\$30.08	\$31.13	\$32.22	\$33.35	\$34.51	\$36.90

#### FY 23-24

	Start	1	2	3	4	5	6
MW 1	\$26.43	\$27.36	\$28.31	\$29.30	\$30.33	\$31.39	\$32.49
MW 2	\$27.33	\$28.29	\$29.28	\$30.30	\$31.36	\$32.46	\$33.60
WO	\$29.06	\$30.08	\$31.13	\$32.22	\$33.35	\$34.51	\$36.90

#### FY 24-25 \*

	Start	1	2	3	4	5	6
MW 1	\$26.83	\$27.77	\$28.74	\$29.74	\$30.78	\$31.86	\$32.98
MW 2	\$27.74	\$28.71	\$29.72	\$30.76	\$31.83	\$32.95	\$34.10
WO	\$29.50	\$30.53	\$31.60	\$32.70	\$33.85	\$35.03	\$37.45

MAINTENANCE WORKER CREW LEADER: \$3.50 PER HOUR OVER HIGHEST PAID MEMBER OF CREW  
WATER CREW LEADER: \$2.80 OVER HIGHEST PAID MEMBER OF CREW

\*Wage Increases will be awarded in accordance with Sections 15.1 and 23.1 of this contract

**AMENDMENT TO COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS, LOCAL 150 AND VILLAGE  
OF RIVER FOREST**

This Amendment is entered into by and between the Village of River Forest (the "Employer") and the International Union of Operating Engineers, Local 150 (the "Union") and amends the existing Collective Bargaining Agreement ("Agreement") covering the employees in the Public Works Department, effective date May 1, 2022 through April 30, 2025, entered into between the Employer and the Union.

1. Pursuant to Section 15.1, Health and Dental Insurance, of the parties collective bargaining agreement, Appendix B shall be replaced with the following wage scale:

**FY 24-25**

	Start	1	2	3	4	5	6
MW 1	\$26.69	\$27.63	\$28.60	\$29.60	\$30.63	\$31.70	\$32.81
MW 2	\$27.60	\$28.57	\$29.57	\$30.60	\$31.68	\$32.78	\$33.93
WO	\$29.35	\$30.38	\$31.44	\$32.54	\$33.68	\$34.86	\$37.26

2. The parties mutually agree that any changes, modifications, or alterations to this Amendment shall be made only through negotiations between the two parties.
3. This Amendment to the Collective Bargaining Agreement shall become effective upon execution by both parties.

AGREED:

Village of River Forest:



Dated: 4/4/24

AGREED:

The International Union of Operating  
Engineers, Local 150:



Dated: 4/4/2024