



## VILLAGE OF RIVER FOREST VILLAGE BOARD MEETING

Monday, September 22<sup>nd</sup>, 2025 – 7:00 PM  
Village Hall – 400 Park Avenue – River Forest, IL 60305  
Community Room

### AGENDA

You may submit your written public comments via email in advance of the meeting to: [ybot@vrf.us](mailto:ybot@vrf.us). If you would like to speak during public comment, please email [lmaseila@vrf.us](mailto:lmaseila@vrf.us) by 4:00 PM on Monday, September 22<sup>nd</sup>, 2025. Anyone may listen to the meeting by participating in a Zoom conference call as follows: dial-in number: 312-626-6799 with meeting ID: 820 6367 6956 or by clicking the link here: <https://us02web.zoom.us/j/82063676956>. To watch the livestream and access the meeting materials, please go to the Village website: <https://www.vrf.us/events/event/2830>

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Citizen Comments
4. Elected Official Comments & Announcement
5. Consent Agenda
  - a. Village Board of Trustees Meeting Minutes – September 8<sup>th</sup>, 2025
  - b. Monthly Department Reports
  - c. Administration Department Report
  - d. Change Order – 2025 Street Improvement Program – Schroeder Asphalt Services – \$92,040.39
  - e. Lake Street Crossings – Safe Routes To School Grant Funding – Resolution
6. Recommendations of Boards, Commissions, and Committees
7. Unfinished Business
8. New Business
  - a. Approval of Collective Bargaining Agreement with the International Union of Operating Engineers Local 150 (5/1/2025-4/30/2028)
9. Executive Session
  - a. Action Based on Executive Session Regarding Ethics Commission Recommendation
10. Adjournment

**ADA Compliance:** Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village at least 24 hours in advance of the scheduled meeting in person at Village Hall by telephone at 708.366.8500 or by email: [mwalsh@vrf.us](mailto:mwalsh@vrf.us). Every effort will be made to allow for meeting participation.

**VILLAGE OF RIVER FOREST  
VILLAGE BOARD OF TRUSTEES MINUTES  
September 8<sup>th</sup>, 2025**

A regular meeting of the Village of River Forest Board of Trustees was held on September 8<sup>th</sup> at 7:00 p.m. in the Community Room of Village Hall, 400 Park Avenue – River Forest, IL.

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 7:00 p.m. Upon roll call, the following persons were:

Present: President Adduci, Trustees Brennan, Bachner, Keskitalo, Vazquez, O’Connell, Gillis and Village Clerk Castellano

Absent: None

Also Present: Village Attorney Lance Malina, Village Administrator Matt Walsh, Assistant Village Administrator Jessica Spencer, Police Chief James Greenwood, Fire Chief Tom Gaertner, Director of Public Works and Engineering Jack Bielak, Deputy Fire Chief Dave Bochenek, Deputy Police Chief Michael Swierczysnki, Public Works Analyst Seth Jansen, Finance Director Rosemary McAdams, HR Manager Trish Ivansek, and Deputy Clerk Luke Masella

**2. PLEDGE OF ALLEGIANCE**

President Adduci led the Pledge of Allegiance.

**3. SPECIAL PRESENTATIONS**

None.

**4. CITIZEN COMMENTS**

None.

**5. ELECTED OFFICIAL COMMENTS & ANNOUNCEMENTS**

Trustee Bachner began her comments with a land acknowledgment and wished everyone a happy summer.

Trustee Gillis commended Trinity High School for its recent achievements and acknowledged the appointment of Dr. Tina Taylor-Ritzler as the school's new principal. She then reminded everyone of the upcoming deadline for household hazardous waste collection.

Trustee Vazquez had no comments.

Clerk Castellano had no comments.

Trustee Brennan had no comments.

Trustee Keskitalo highlighted a library reading program.

Trustee O'Connell had no comments.

President Adduci had no comments.

## **6.CONSENT AGENDA**

- a. Village Board of Trustees Meeting Minutes – August 25<sup>th</sup>, 2025
- b. Village Board of Trustees Executive Session Meeting Minutes – August 25<sup>th</sup>, 2025
- c. Monthly Department Reports
- d. Administration Department Report
- e. Accounts Payable – August 2025 – \$1,964,948.35
- f. Film Permit Regulation Amendments – Ordinance

President Adduci noted that the Village Attorney and the Village Clerk suggested Item B be tabled for future consideration due to minor errors.

**MOTION** by Trustee O'Connell to approve consent agenda items A and C through F. seconded by Trustee Keskitalo

Trustees Brennan and Bachner each stated their intention to recuse themselves from voting on Consent Agenda Item A, as they were not present at the meeting.

**Roll call:**

Ayes: Trustee Vazquez, O'Connell, Gillis, Brennan, Bachner and Keskitalo

Absent: None

Nays: None

Recusals from Item A: Trustees Brennan and Bachner

Motion Passes.

**7. CONSENT ITEMS FOR SEPARATE CONSIDERATION**

None.

**8. RECOMMENDATIONS OF BOARDS, COMMISSIONS, AND COMMITTEES**

- a. Development Review Board
  - i. River Forest Park District – Priority Park Improvements – Ordinance

**MOTION** by Trustee Vazquez to approve an Ordinance granting the Planned Development Permit for general improvements at the River Forest Park District, Priority Park (7354 Division Street). Seconded by Trustee Bachner.

Administrator Walsh provided background information on the agenda item.

Trustee O'Connell inquired whether the request for cameras and an AED was included in the proposal.

Administrator Walsh responded that the Park District indicated these items would be incorporated into the plans but a condition requiring those items was also included in the Ordinance.

Trustee Vazquez then asked Police Chief Greenwood if he was comfortable with the proposed camera plan.

Chief Greenwood stated yes.

Trustee Brennan asked if the AED would be accessible to all users of the park with signage that identifies it.

Mike Sletten stated yes and then fielded questions from the Village Board on the project.

Trustee Brennan requested a minor revision to the ordinance in Section 4, Part 5, related to landscaping. She recommended that the word “removed” be added to the section.

Trustee Vazquez agreed to amend his motion to include the request from Trustee Brennan. Trustee Bachner agreed to second as well.

Trustee Bachner asked for clarification on the tree removals at Constitution Park.

Director Sletten provided an explanation regarding the tree removals at Constitution Park, noting that several of the removed trees were either already dying or diseased.

Trustee Bachner asked if there were any trees that were removed that were not already dying or diseased.

Director Sletten stated no and offered an explanation on trees proposed to be moved at the Priory.

President Adduci and Director Sletten discussed the difference between relocating and replacing trees.

**Roll call:**

Ayes: Trustee Vazquez, O’Connell, Keskitalo, Gillis, Brennan, Bachner

Absent: None

Nays: None

Motion Passes.

**9. UNFINISHED BUSINESS**

None.

## 10. NEW BUSINESS

### a. Discussion Regarding term Limit Referendum

Administrator Walsh provided background information on the agenda item and explained that staff are seeking consensus on potential next steps related to term limits. He then invited Village Attorney Malina to present the available options moving forward.

Village Attorney Malina provided background and mentioned that his firm's primary recommendation when the petitions were filed was for the Village Clerk to not certify the question due to the confusion over which type of question it was. He outlined the possible actions the Village could take in response to the petition. Attorney Malina stated the options are to do nothing, although there could be an issue in the future if a candidate seeks a third term. The other option is for the Village Board to place a binding referendum on an upcoming ballot.

Trustee Vazquez asked for clarification on the timeline for placing a referendum question on the ballot in upcoming elections.

Attorney Malina explained that the question could be included in the general election in November 2026 or the local election in 2027.

Trustee Brennan inquired whether it could also appear on the March 2026 primary ballot and, if so, what the submission deadline would be.

Village Attorney Malina confirmed that it could be placed on the March 2026 primary ballot and said he would follow up with the exact deadline for submission.

Administrator Walsh added that he believed the deadline would be the last week of December.

Attorney Malina noted that regardless of when the referendum is placed on the ballot, it will take effect the same way based on the designated start date of the term limits. He reminded everyone that the referendum question must be constitutionally and statutorily prospective in nature.

Trustee Keskitalo asked what the deadline would be for the candidates seeking election in 2027 to file their petitions.

Village Attorney stated it would be the December, after the general election.

President Adduci stated that the Village Board has three opportunities to place a question on the ballot: the March 2026 primary, with a submission deadline of December 29, 2025; the November 2026 general election, with a deadline of August 17, 2026; and the final option, the April 2027 local election.

President Adduci reminded everyone that each election brings different levels of voter turnout and other varying factors and asked Attorney Malina to elaborate.

Village Attorney Malina agreed, noting that each election typically sees different turnout levels, with the primary election usually having the lowest participation.

Trustee Bachner asked what the next steps would be for the Village Board if the most recent ballot question is considered advisory. She added that, based on her understanding, since the Clerk certified the question, it is at minimum considered advisory. Attorney Malina agreed with that understanding.

Attorney Malina stated that, for the purposes of this discussion, he would respond as though the question is clearly advisory. He explained that the next step would be for the Village Board to decide whether to act on the results of the election or disregard them, as the outcome of an advisory referendum is not legally binding.

He then highlighted that the only way to enact on term limits is via a binding referendum, thus the Board would have to agree to place a binding referendum question on the ballot. Attorney Malina stated that the Village would not be able to enact term limits by simply adopting a local ordinance, as it is a change in the form of government. The only way to change the form of government is by a clearly binding referendum.

Trustee Bachner inquired whether the requirement to place a binding referendum in order to implement term limits is based on River Forest's local laws or mandated by state law.

Village Attorney Malina stated it is due to the Illinois Municipal Code.

Trustee Bachner stated that she found a section of the Municipal Code that appears to indicate a municipal government can implement term limits by passing an ordinance. Trustee Bachner stated she did not believe there was any ambiguity in this section of municipal code.

Village Attorney Malina responded that this is not his interpretation of the state statutes and that he would need to investigate the matter further. He then provided background, explaining that the Illinois General Assembly specifically enacted legislation to allow term limits to be implemented through binding referendums.

Trustee Bachner pointed out that a 2016 change is what she believes allowed for the implementation of term limits, and that a term limit implementation was no longer considered a form of government change.

Attorney Malina noted that is not his understanding of state statutes.

Trustee Bachner asked Attorney Malina to determine whether her interpretation is accurate and requested that he report back to the Village Board once he has clarified which interpretation is correct.

Village Attorney Malina confirmed that he would follow up and report back.

Trustee Vazquez asked whether a municipality's home rule status affects the implementation of term limits.

Attorney Malina responded that being home rule or non-home rule should not impact how term limits can be implemented.

Trustee Bachner clarified that recent changes have clarified home rule municipalities and their authority to implement term limits.

Attorney Malina added that, constitutionally, term limit measures cannot be applied retroactively.

President Adduci then asked for clarification regarding the concerns Trustee Bachner raised about the different avenues for implementing term limits.



Village Attorney Malina explained that Trustee Bachner is asserting that municipalities have the authority to enact term limits through an ordinance.

Trustee Keskitalo stated that Tinley Park implemented their term limits through a combination of an advisory referendum and an ordinance.

Attorney Malina noted that he is not familiar with that Tinley Park's actions.

Trustee Bachner stated that it appears to be the easiest path for the Village Board to take.

Trustee O'Connell reminded everyone that there is still the outstanding question of whether the recent referendum was binding or advisory.

Trustee Bachner explained that if the referendum is binding, the Village must implement the term limits. However, if it is advisory, it strongly suggests that the Village Board should move forward with implementing term limits, as the voters clearly expressed their preference through the vote.

Village Attorney Malina noted that there may be a potential issue with taking action based on this particular petition based on the ambiguity surrounding the petition documents.

Trustee Vazquez suggested that the Village Board refrain from taking any action on this matter tonight and wait to hear back from the Village Attorney.

Village Attorney Malina noted that once he completes his research, he will propose whatever solution the legislation allows.

President Adduci asked if the Village Board could simply codify the question into the Village's code.

Attorney Malina responded that while the Board could choose to do so, it would have little practical effect since, legally, term limits must be established through a binding referendum.

Trustee Bachner noted her interpretation is that the Board could implement term limits via passing an ordinance.

Trustee Keskitalo stated she had the same question whether the Board could pass an ordinance.

Village Attorney Malina stated that the Board could pass an ordinance as if it were binding, although the legal effect of that ordinance would need to be investigated further.

Trustee Bachner stated that the section of the code she is referencing is 65 ILCS 5/3.1-10-17. She added that she is not sure whether there are other sections of the Illinois Municipal Code that may also be relevant to this issue.

Trustee Brennan noted the legal memo shared with the Village Board has not been shared with the public.

Village Attorney Malina stated the memo is confidential because it has to be.

Trustee Brennan asked if the memo provided to the Village Board on this topic could be shared with residents to help provide greater clarity and transparency. She suggested that staff could create a synopsis of the memo to share with residents.

Attorney Malina stated that could be done.

Trustee Bachner asked why the memo needed to remain confidential.

Village Attorney Malina explained that it is considered confidential because it contains his legal advice to the Village Board. However, he noted that the Board has the option to waive that confidentiality if it chooses.

Trustee Bachner raised a point that there have been several memos from Attorney Malina that were made public, including an Ethics Commission memo recently. Attorney Malina responded that the Village Board discussed that at the time.

Trustee Bachner then asked who has the authority to waive confidentiality.

President Adduci recommended that the Village Board should hold that authority and offered that the Board could agree to release the memo if it wanted.

Trustee Bachner and Trustee Brennan noted being in support of releasing the memo, or some version of it.

Trustee Vazquez stated he was not comfortable waiving attorney-client privilege at this time.

Trustee O'Connell encouraged the Village Board to take their time with this topic.

Trustee Gillis asked if a different summary version could be shared, rather than the full memo. President Adduci stated that it would be good to add the new information to the memo. Trustee Vazquez agreed that the memo needs to be updated with all options based on the information raised tonight by Trustee Bachner.

Trustee Keskitalo stated that information should be shared with the public sooner rather than later.

Trustee O'Connell shared his thoughts that the memo needs to include new information before sharing. Trustee Bachner agreed that it would be best to wait for additional information. Trustee Bachner asked that the updated memo be received soon. President Adduci added that they would discuss when the memo is completed.

Trustee Vazquez asked if every Board member can attend the upcoming Board meetings.

Trustee Gillis noted she would not be at the next Board meeting.

Administrator Walsh noted that October 13<sup>th</sup> appears to be the next meeting where all the members of the Board will be in attendance.

Trustee Brennan noted she needed to reference her calendar before saying she was available.

President Adduci noted that October 13<sup>th</sup> is a regularly scheduled meeting.

Clerk Castellano asked if the Village Board chooses to interpret the referendum as advisory, would the ambiguity of the petition still leave it vulnerable to legal

challenge.

Attorney Malina stated he could not eliminate any possible legal outcomes.

Trustee Bachner reminded everyone that nearly everything can be challenged legally, and the Clerk did certify the question.

Attorney Malina cautioned the Board against thinking it is merely a one-or-the-other situation, noting that legal issues are still present.

Trustee Gillis noted that she would like to act on this with the goal of minimizing risk to the Village.

Trustee Bachner noted that it is possible the Board doesn't even need another question on the ballot.

President Adduci noted that the main question at hand is whether Attorney Malina can determine if the Illinois Municipal Code allows for term limits to be implemented via an ordinance, with no referendum needed.

Attorney Malina noted that he understands what his role is in the task at hand.

President Adduci summarized the Board direction, stating that Attorney Malina would update his confidential memo and share with the Village Board. Attorney Malina added that he would include the updates to the memo separately to create a timeline.

Trustee Brennan reiterated her request that the Village provide some information or a synopsis of the options the Board can take for public dissemination. President Adduci stated there is no problem with creating a synopsis and that staff would work on that.

## **11.EXECUTIVE SESSION**

None.

## **12. ADJOURNMENT**

**MOTION** to adjourn by Trustee O'Connell. Seconded by Trustee Vazquez.

**Roll call:**

Ayes: Trustee Vazquez, Bachner, Brennan, O'Connell, Gillis, and Keskitalo

Absent : None

Nays : None

The Village Board of Trustees Meeting adjourned at 7:44 p.m.

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Rosa Castellano, Village Clerk

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



# Village of River Forest

## POLICE DEPARTMENT MEMORANDUM

**TO:** Matt Walsh – Village Administrator

**FROM:** James Greenwood- Chief of Police

**DATE:** September 22, 2025

**SUBJECT:** August 2025 Monthly Report

### Crime Statistics

The month of August 2025 indicated an 8% increase in Group A offenses in comparison to August 2024. Group A offenses year to date show a 7% increase from the same period in 2024. There was an increase of 11 incidents in Group B offense compared to August 2024. The increase is due to a rise in retail theft offenses.

	Aug 2025	Aug 2024	Diff. +/-	% +/-	YTD 2025	YTD 2024	Diff. +/-	% +/-
<b>Group A</b>	42	39	3	8%	277	259	18	7%
<b>Group B</b>	20	9	11	122%	86	71	15	21%
<b>All Other</b>	25	28	3	10%	210	257	-47	-18%
<b>Reports</b>	136	143	-7	-5%	1031	1054	-23	-2%
<b>Events</b>	1064	1052	12	1%	7,002	7,741	-739	-11%

### Town Center

The Police Department responded to sixty-four (64) calls for service at the Town Center properties in August 2025; of those calls there were thirty-eight (38) reported crimes, which included sixteen (16) Retail Thefts and five (5) Panhandlers/Removals. There was a seventeen percent decrease (-17%) in calls for service in comparison to August 2024 statistics. In addition, there was a five percent (-5%) decrease in Criminal Activity in comparison to August 2024 statistics. This decrease can be attributed to reduction in criminal trespass incidents.

### Collaboration and Relationship Strengthening

- Attended the West Suburban Major Crimes Task Force quarterly meeting on August 6, 2025.
- Attended the Junior Police Academy graduation on August 8, 2025.
- Attended the IRMA Police Chief's Steering Committee meeting on August 12, 2025.
- Attended the Illinois Association of Chiefs of Police Security Conference on August 14, 2025.
- Attended the Village Board Meeting on August 25, 2025.

### School and Community Support

The following is a summary of the activity that occurred during August relating to Ordinance Enforcement and School Resource/Community Service.

AUGUST 2025	CSO BUS	CSO
VIOLATION TYPE	TICKETS	WARNINGS
Time Limit	7	
No Parking Anytime	21	
Vehicle License	4	
Fire Lane/Hydrant	1	
Handicapped	0	
Resident Only Zone	8	
Permit Parking Only	13	
Daily Parking Fee Zone	4	
Expired Registration	0	
Other Parking Offense	1	

AUGUST 2025 ACTIVITY	CSO BUS
<b>Bank/Metra</b>	16 Assignments 2.5 Hrs
<b>Errands</b>	5 Assignments 3.25 Hrs
<b>Local Ordinance Enforcement / Citations</b>	0 Assignments 0 Citations
<b>Parking Citations</b>	59 Citations
<b>Fingerprinting Assignments</b>	1 Assignment 20 Mins
<b>Administrative Duties</b>	11 Assignments 19 Hrs
<b>Animal Calls</b>	8 Assignments 4.25 Hrs
<b>Vehicle Service</b>	2 Assignments 1.5 Hrs
<b>Crossings</b>	2 Assignments 1.25 Hrs
<b>Bond Hearing / Court</b>	10 Assignments 12 Hrs
<b>Other Assignments</b>	10 Assignments 9.75 Hrs
<b>Adjudication / Red Light Hearing</b>	2 Assignments 3 Hrs
<b>Child Safety Seat Inspection/Install</b>	0 Assignments 0 Hrs
<b>Other Calls for Service</b>	23 Assignments 11.5 Hrs

### **School Resource/Community Service Officer Activity Summary for August 2025**

<b>Written Reports</b>	4
<b>Foot Patrols / Premise Checks</b>	44
<b>River Forest Community Safety and Too Good For Drugs Activities</b>	1
<b>Calls for Service</b>	4
<b>Other Assignments</b>	9 Assignments, 5 hours
<b>Special Assignments</b>	10 Assignments, 64 hours (see below)

### **School and Community-Support Activity Highlights for August 2025**

#### **In Ofc. Drake's absence, Sgt. Ransom completed the following:**

- Ran the Junior Citizen's Police Academy from 8/04/2025 – 08/08/2025.
- Ordered RF Emergency ID bracelet for program participants on 08/13/2025.
- Conducted Senior Services follow-up and referral on 08/13/2025.
- Put out Back – to – School Traffic Enforcement Plan on 08/15/2025.
- Instructed Concordia Campus Safety Department on patrol tactics, drug recognition, defensive tactics and more on 08/19/2025 and 08/21/2025.
- Met with Condo Association (500 Bonnie) to address security concerns on 08/23/2025.
- Assisted with Village Adjudication on 08/25/2025
- Assisted with records/administrative tasks throughout the month.
- Assisted investigations unit throughout the month.
- Assisted patrol with calls for service throughout the month.

#### **Ofc. Drake completed the following:**

- Completed elderly service follow up and supplemental report #25-00990 on 08/25/2025.
- Attended school safety meeting at St. Luke School on 08/26/2025.
- Completed elderly service follow up and supplemental report #25-00990 on 08/26/2025.
- Completed incident summary on 08/27/2025.
- Updated emergency ID bracelet profile on 08/28/2025.
- Conducted Willard lockdown drill on 08/28/2025.
- Scheduled River Forest School Safety assemblies and Too Good For Drugs classes on 08/29/2025.
- Completed bicycle registrations throughout the month.
- Conducted business and school premise checks throughout the month.
- Assisted with records/administrative tasks throughout the month.
- Assisted investigations unit throughout the month.

### **UPCOMING School and Community Support Activities for September 2025**

The Crime Prevention Unit will:



- Conduct Bike Safety at Lincoln on 09/03/2025 and 09/04/2025.
- Attend Brookfield Zoo First Responder event on 09/07/2025.
- Attend Coffee with a Cop event on 09/09/2025.
- Attend Youth Network Council meeting on 09/11/2025.
- Attend 9-11 LemonAid event on 09/11/2025.
- Attend M-Team virtual monthly meeting on 09/17/2025.
- Attend Opioid Task Force virtual monthly meeting on 09/18/2025.
- Attend RFFD Open House on 09/20/2025.
- Attend Safety Seat Check Saturday on 09/27/2025.
- Conduct school lockdown drills throughout the month.
- Conduct Too Good For Drugs lessons at St. Luke School and St. Vincent Ferrer School throughout the month.
- Conduct River Forest Community Safety assemblies at Lincoln, Willard and St. Luke School throughout the month.
- Update Frontline Keyholder and At-Risk Resident Portal throughout the month.
- Complete bicycle registrations throughout the month.
- Assist investigations unit, patrol, and records division as needed throughout the month.
- Conduct school and business premise checks and foot patrols throughout the month.

**Sgt. Ransom will also:**

- Continue training under Commander Grill in the Support Services role.
- Continue ongoing ICAC investigations.
- Assist with Adjudication hearings and manage caseload.
- Plan special events and complete permit reviews and approvals.
- Manage movie and commercial film details, permits, and requests.
- Assist with Information Technology projects.
- Address subpoenas, FOIA requests and other records requests for various sources of police video used in police response and criminal investigations.
- Assist with Vehicle Maintenance and Equipment.
- Manage LPR system
- Manage Street Camera System.
- Assist with Red Light Enforcement system.
- Continue to support CSO Bus, SRO Drake, and the Records functions.

**CSO Bus will:**

- Monitor parking issues near the various schools.
- Assist with Child Safety Seat Installations
- Enforce any/all new regulated parking zones.
- Monitor crossing guard performance and presence.
- Monitor parking issues near the River Forest Community Center.
- Monitor and enforce parking regulations in Daily Fee, Time Zone, Resident Only Zones, and Handicapped Parking Only Areas etc.
- Assist with Court records communications.
- Assist with Animal Control.
- Administer traffic control services during Fire and Police related events.
- Continue to utilize the Automated License Plate Reader to increase efficiency and effectiveness of parking enforcement efforts in an effort to gain better community compliance.
- Parking Enforcement areas of focus: 000 Lathrop hourly parking, East/West Thatcher parking lots and commuter parking.



River Forest Officer Catalano demonstrating evidence processing at the Junior Police Academy.

Active Solicitor Permits		
Individual or Organization	Description	Expires
Kramer Window	Window Replacement	06/10/2026
Joy Milk Tea Inc.	Mile Tea Pop-Up	06/14/2026
Perspective Development Inc.	Fiber Internet	02/20/2026
Edward Jones	Financial Services	06/26/2026
Anderson Corp.	Window/Door Sales	07/11/2026
Future Kids of America	Empowering Youth Through Academics	07/23/2026

## **Budget and Fiscal Monitoring**

### **August 1 – August 31, 2025**

August is the fourth month of Fiscal Year 2026. There was a 28% increase in overtime costs in comparison to August 2024. Overtime costs increased by 22% YTD compared to Fiscal Year 2026 to Fiscal Year 2025.

### **Revenue/Expenditure Summary**

<b>Category</b>	<b>Total # Paid FY26 08/31</b>	<b>Total Paid FY26 Y-T-D</b>	<b># Expenditure/ Revenue FY26 08/31</b>	<b>FY26 Y-T-D Expenditure/Revenue</b>
<b>Parking/Compliance Citations</b>	251	585	\$12,901	\$61,498
<b>Admin. Tows</b>	28	62	\$15,000	\$38,000
<b>Local Ordinance</b>	2	5	\$250	\$809
<b>Overtime</b>	527.5hrs	1397hrs	\$38,962	\$134,236

### **Community Policing/Crime Prevention Activities:**

- Officers conducted additional patrols and premise checks in the business districts, parks, school play areas, block parties, and the library.
- Officers conducted numerous traffic missions in locations that have been identified as priorities based on traffic crash data and citizen requests.
- Dayshift officers attended a block party on the 700 block of Franklin.
- Officers assisted with Junior Citizen Police Academy.
- Officers conducted foot patrols for the start of the school year and handed out helmet coupons.
- Officers attended the Dunk a Cop event and Food Truck Rally at Keystone Park.
- Officers attended a concert at St. Vincent School.
- Officers attended the Lincoln School back to school event.

### **Directed Patrols/ Traffic Enforcement**

The Midnight Shift focused traffic enforcement using saturation enforcement techniques on North Avenue. Officers made forty (40) stops, issued thirty-nine (39) citations and twenty-one (21) warnings during their traffic missions. The shift made five (5) traffic arrests, and fourteen (14) vehicles were administratively towed during the enforcement traffic missions.

The Day Shift focused traffic enforcement on Chicago Avenue and on Division Street. Officers made forty-seven (47) stops, issued sixty-four (64) citations and twelve (12) warnings. The shift recorded eleven (11) traffic-related arrests during enforcement missions this month. Ten (10) vehicles were administratively towed.

The Afternoon shift focused their traffic enforcement efforts primarily on Division Street, Lake Street, and Chicago Avenue. Officers made twenty-eight (28) stops, issued thirty (30) citations and six (6) warnings during traffic enforcement missions. The shift recorded two (2) traffic-related arrests, and seven (7) vehicles were administratively towed.

## **Notable Events and Arrests:**

### **25-00697                      Assault**

On August 2, 2025, 2:41AM, a River Forest officer was called to meet a complainant in 1500 block of Harlem Avenue. The officer recognized the caller, a 48-year-old female from River Forest, to be a subject wanted by RFPD on signed complaints for an assault that occurred in River Forest in April 2025. She was located, identified, and arrested for assault. She was processed and later released on a Citation and Notice.

### **25-00905                      Driving While License Suspended/Possession Controlled Substance**

On August 1, 2025, 7:59AM, A River Forest officer was conducting traffic enforcement on Lake Street when he was alerted by a License Plate Reader (LPR) for a vehicle with suspended registration. A traffic stop was conducted on the vehicle in the 8000 block of Chicago Avenue. The driver was identified as a 37-year-old male from Chicago. The driver was determined to have a suspended driver's license and was arrested. Upon an inventory search of the vehicle, Officers located two clear plastic bags containing a white powdery substance and a plastic bag containing a green leafy plant material. The white powdery substance field tested positive for fentanyl and weight 18 grams. The green leafy plant material tested positive for cannabis and weight 21 grams. The driver was charged with Manufacturing/Delivering Fentanyl, Manufacturing/Delivering Cannabis, Possession of Controlled Substance Fentanyl, Driving on a Suspended License and numerous other traffic offenses. The driver was processed and released on a Citation and Notice with a court date at the Maybrook Courthouse.

### **25-00914                      Armed Robbery**

On August 3, 2025, 4:36PM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for the Armed Robbery that just occurred. Westcom Dispatch advised the offenders maced an employee while stealing liquor behind the front register. The offenders fled the scene and were not located. River Forest officers conducted a thorough investigation and developed two suspects wanted in connection with the robbery.

### **25-00915                      Warrant/Obstructing a Police Officer**

On August 4, 2025, 6:57AM, River Forest units were dispatched to 7525 Lake Street (Jewel Osco) for a Retail Theft that just occurred. The offender stole numerous detergent bottles and was last seen eastbound on Lake Street. Responding officers arrived on scene and checked the area. A subject matching the description was located near the River Forest Town Center. Officers gave the subject lawful commands to place his hands behind his back, but the subject began pulling his arms away to avoid apprehension. The subject was eventually taken into custody and positively identified as the offender. The offender was identified as a 62-year-old from Chicago and was transported to the station for processing. Upon a name check it revealed the offender had an active warrant for robbery out of Cook County. The offender was charged with Obstructing/Resisting a Police Officer, Obstructing Identification and the Cook County Warrant. The offender was transported to the Maybrook Courthouse.

### **25-00925                      Reckless Driving, Fleeing & Eluding**

On August 5, 2025, 11:59PM, a River Forest officer was conducting a traffic stop on Harlem Avenue in Forest Park, when a vehicle passed him at a high rate of speed in violation of Scott's Law. As he attempted to catch up to the vehicle to affect a traffic stop, he observed it to be driving recklessly by traveling into oncoming traffic. When he attempted a traffic stop, the vehicle fled. The vehicle was located in Cicero and the driver, a 36-year-old female from Cicero, was arrested for Reckless Driving and Fleeing & Eluding, processed, and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

### **25-00936                      Driving While License Suspended**

On August 7, 2025, 11:59PM, a River Forest officer on patrol near Madison Street and Thatcher Avenue observed a vehicle driving 40mph on Madison where the speed limit is 25mph. The vehicle was stopped and the driver, a 23-year-old male from Chicago, was found to be Driving with a Suspended License, Suspended for Failing to Appear at court after a prior traffic violation. He also could not provide proof of insurance for the vehicle. He was arrested for Driving While License Suspended, processed, and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-00938                      Driving Under the Influence**

On August 9, 2025, 3:02AM, River Forest officers were dispatched to the area of Lake Street and Bonnie Brae Place regarding a suspicious vehicle driving in the area. Upon arrival, officers observed the vehicle to be heavily damaged and weaving out of its lane while driving on Lake Street. The vehicle was stopped and the driver, a 23-year-old male from Melrose Park, admitted to consuming alcohol, exhibited signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for Driving Under the Influence of Alcohol. He also could not provide proof of insurance for the vehicle. At the station, he provided a sample revealing a Blood Alcohol Content of 0.146. He was processed and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-00944                      Retail Theft**

On August 9, 2025, 7:14PM, a River Forest officer was dispatched to 7525 Lake Street (Jewel) for the delayed Retail Theft report. Upon arrival, the employee advised the offender stole two bottles of alcohol and fled in a vehicle. River Forest officers conducted a thorough investigation and identified the offending vehicle and a possible suspect. The suspect was positively identified in photo line-up, and the offender was identified as 48-year-old male from Chicago. On August 11, 2025, 3:56PM, the offender turned himself in at the River Forest Police Department and was charged with Retail Theft. The offender was given a misdemeanor court date and released on a Citation and Notice.

**25-00946                      Vehicular Invasion & Aggravated Battery**

On August 10, 2025, 7:22PM, a River Forest officer was dispatched to the station regarding a road rage incident which resulted in the victim being punched in the face. The victim advised her vehicle was stopped at the red light in the 7200 block of North Avenue and the reckless driver exited the offending vehicle and punched the victim in the face through the open driver's side window. The victim advised the passenger in the offending vehicle also exited and threatened to harm the victim. The River Forest officer conducted a thorough investigation and identified the offending vehicle and possible suspects. The suspects were positively identified as a 33-year-old female from Hoffman Estates and a 40-year-old male from Schaumburg.

On August 15, 2025, Schaumburg units located both offenders and both offenders were transported to the River Forest Police Department for processing. The male offender was charged with Reckless Driving, Vehicular Invasion and Aggravated Battery. The female offender was charged with Aggravated Assault. The male offender was given a felony court date and released on a Citation and Notice. The female offender was given a misdemeanor court date and released on a Citation and Notice.

**25-00947                      Driving Under the Influence**

On August 11, 2025, 3:20AM, a River Forest officer on patrol near Harlem Avenue and Division Street observed a vehicle driving 48mph on Harlem Avenue where the speed limit is 30mph, weaving out of its lane, and not signaling lane changes. The vehicle was stopped and the driver, a 30-year-old female from Minnesota, exhibited signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for Driving Under the Influence of Alcohol. She also could not provide proof of insurance for the vehicle. Open alcoholic beverages were also observed inside the vehicle. At the station, she provided a sample revealing a Blood Alcohol Content of 0.085. She was processed and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-00952                      Accident with Personal Injury**

On August 11, 2025, 3:49PM, River Forest units were dispatched to the accident with injuries located at Washington Boulevard and Lathrop Avenue. Upon arrival, River Forest officers determined the at fault vehicle struck a juvenile riding a bicycle in the crosswalk. The juvenile received treatment for minor injuries on scene by the River Forest ambulance personnel. The juvenile was released to a guardian. The at fault driver was identified as an 82-year-old male from River Forest. The driver was issued multiple citations and given a mandatory court appearance.

**25-00954                      Accident with Personal Injury & Driving While License Revoked**

On August 11, 2025, 8:24PM, Oak Park units were dispatched to the accident with injuries located at Harlem Avenue and Thomas Street. Oak Park officers determined the accident occurred in River Forest and advised the at fault driver was in custody for leaving the scene of an accident. The driver was identified as a 45-year-old male from Chicago. Upon arrival, the driver was arrested for Leaving the Scene of an Accident and Driving with a Revoked Driver's License. The driver



was transported to the station for processing and charged with Improper Lane Usage, Leaving the Scene of an Accident, and Aggravated Driving while License Revoked. The driver was given a felony court date and released on a Citation and Notice.

**25-00955                      Felony Retail Theft**

On August 12, 2025, 8:07AM, River Forest units were dispatched to 7525 Lake Street (Jewel Osco) for a Retail Theft that just occurred. Officers searched the area for the offender and located a subject matching the description in the area. The subject was identified as 29-year-old Male from Chicago. The subject was positively identified as the offender who stole numerous bottles of alcohol valued at \$121.87. The offender was arrested and transported to the station for processing. The offender was ultimately charged with felony Retail Theft and released from the station on a Citation and Notice with a court date at Maybrook Courthouse.

**25-00957                      Retail Theft & Obstructing a Peace Officer**

On August 12, 2025, 3:17PM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for the Retail Theft that just occurred. The employee advised the offender concealed items in a plastic bag and fled the store. A suspect matching the description was located at 1 South Harlem Avenue on the Green Line platform. The suspect attempted to flee the detention and was escorted to the ground without injury. The employee positively identified the suspect as the offender, and the stolen merchandise was recovered. The offender was identified as a 30-year-old male from Country Club Hills. The offender was transported to the station for processing and charged with obstructing a peace officer and retail theft. The offender was given a felony court date and released on a Citation and Notice.

**25-00964                      Aggravated Battery, Retail Theft & Resisting a Peace Officer**

On August 13, 2025, 8:11PM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for the Retail Theft that just occurred. Upon arrival, the security officers advised they attempted to detain the offender in an effort to recover the stolen merchandise, and the offender grabbed the security officer's vest. The security officer pepper sprayed the offender in self-defense. The offender dropped the merchandise and fled the area. A suspect matching the description was located at 1 South Harlem Avenue and fled from the responding officer. The suspect was escorted to the ground without injury and positively identified as the offender. The offender, 24-year-old male from Chicago was transported to the station for processing and charged with Aggravated Battery, Retail Theft, Resisting a Peace Officer, and Obstructing Identification. The offender was given a felony court date and released on a Citation and Notice.

**25-00993                      Welfare Check**

On August 19, 2025, 10:35PM, River Forest units were dispatched to 201 Thatcher Avenue for the unconscious person. River Forest officers arrived on scene, and the caller directed them to the location. River Forest officers observed an unconscious man on the living room floor and forced entry to the residence. The officers gained entry and determined the subject was conscious but was having a serious medical emergency. The River Forest ambulance arrived on-scene and transported the subject to the hospital for further treatment.

**25-00994                      Driving While License Revoked**

On August 20, 2025, 2:12AM, a River Forest officer on patrol near Chicago Avenue and Thatcher Avenue observed a vehicle driving on Chicago with a Suspended Registration. The vehicle was stopped and the driver, a 45-year-old female from Chicago, was found to be driving with a Revoked License, Revoked for a prior DUI, and with seven additional suspensions for DUI and Mandatory Insurance Violations. She also could not provide proof of insurance for the vehicle. She was arrested for Driving While License Revoked, processed, and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-01004                      Retail Theft**

On August 22, 2025, 6:52AM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for a Retail Theft that just occurred. A River Forest officer was nearby and apprehended the offender a short distance away. The offender was identified as a 37-year-old female from Oak Park who stole deodorant and body wash valued at \$122.41. The offender was arrested and charged with misdemeanor Retail Theft. She was processed and released on a Citation and Notice with a court date at the Maybrook Courthouse.

**25-01024 Criminal Trespass to Property**

On August 25, 2025, 8:05AM, River Forest units were dispatched to 7525 Lake Street (Jewel Osco) for a Retail Theft that just occurred. Officers searched the area for the offender and located a subject matching the description in the area. The subject was identified as 63-year-old Male from Chicago. The subject was positively identified as the offender who stole numerous small bottles of alcohol. Upon a name check of the offender, it revealed he had been previously trespassed from Jewel in 2023. Jewel Osco did not want to sign complaints for retail theft but wished to sign complaints for criminal trespass. The offender was arrested and charged with misdemeanor Criminal Trespass to Property. The offender was processed and released on a Citation and Notice with a court date at the Maybrook Courthouse.

**24-01025 Burglary**

On August 23, 2025, 1:46AM, River Forest officers responded to the area of Harlem Avenue and Erie Street to assist Oak Park officers locating subjects who fled after a witness stated they were attempting to break into parked cars in Oak Park. The subjects were located and a River Forest officer recognized one of the subjects, a 19-year-old male from Chicago, to be a suspect wanted by RFPD for Burglary that occurred in River Forest in August 2024 after his DNA was located at the crime scene. He was detained, interviewed, and admitted his involvement in the August 2024 incident. He was arrested for Burglary, processed, and later released on a Citation and Notice.

**25-01018 Driving Under the Influence**

On August 24, 2025, 1:25AM, a River Forest officer was conducting a traffic stop near Lake Street and Franklin Avenue, when a vehicle almost struck his patrol vehicle in violation of Scott's Law. As he attempted to catch up to the vehicle to affect a traffic stop, he observed it to be weaving out of its lane while driving on Lake. He also observed the vehicle stop at a green light and the driver to be asleep at the wheel. He also observed open alcoholic beverages inside the vehicle. He made contact with the driver, a 34-year-old male from Palatine, who admitted to consuming alcohol, exhibited signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for Driving Under the Influence of Alcohol. He also could not provide proof of insurance for the vehicle. He was processed and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-01020 Attempted Retail Theft & Criminal Trespass to Real Property**

On August 24, 2025, 2:07PM, River Forest units were dispatched to 7525 Lake Street (Jewel) for the Retail Theft that just occurred. Upon arrival, the employee advised the known offender concealed liquor in a backpack and the employee recovered the merchandise prior to the offender exiting the store. The offender fled on a bicycle and is a 45-year-old male from Chicago.

**25-01021 Aggravated Assault & Criminal Trespass to Real Property**

At 4:00PM, River Forest units were dispatched to 7525 Lake Street (Jewel), because the known offender, 45-year-old male from Chicago, returned to the store to threaten and spit at the employee. River Forest officers located the known offender, and the offender was positively identified by the employee. The known offender was transported to the station for processing. The offender was charged with attempted Retail Theft and Criminal Trespass to Real Property (25-01020). The offender was also charged with Aggravated Assault and Criminal Trespass to Real Property (25-01021). The offender was given a misdemeanor court date and released on a Citation and Notice.

**25-01025 Reckless Conduct & Criminal Trespass to Real Property**

On August 25, 2025, 3:32PM, a River Forest officer was conducting a premise check at 7525 Lake Street (Jewel) and the known offender, 45-year-old male from Chicago, was throwing bundles of wood in front of the squad car. The offender was arrested for Reckless Conduct and Criminal Trespass to real property (25-01025). The offender was given a misdemeanor court date and released on a Citation and Notice.

**25-01028 Driving Under the Influence**

On August 23, 2025, 2:32AM, a River Forest officer on patrol near North Avenue and Franklin Avenue observed a vehicle driving 51mph on North Avenue where the speed limit is 30mph. The vehicle was stopped and the driver, a 25-year-old male from Cicero, admitted to consuming alcohol, exhibited signs of alcohol impairment, failed Standardized Field Sobriety Tests, and was arrested for Driving Under the Influence of Alcohol. He also was found to be driving with a Suspended License, Suspended for Failing to Appear at Court after a prior traffic violation. At the station, he provided a

sample revealing a Blood Alcohol Content of 0.114. He was processed and later released on a Citation and Notice. The vehicle was towed with an administrative hold placed on the vehicle.

**25-01030                      Retail Theft & Resisting a Peace Officer**

On August 26, 2025, 9:23PM, a River Forest officer was conducting a foot patrol at 7525 Lake Street (Jewel). The River Forest officer observed the offender concealing merchandise in a backpack and exiting the store without purchasing the items. The officer stopped the offender, and the offender resisted the handcuffing process. The officer was able to place the offender into custody without causing injury and transported the offender to the station for processing. The offender is a 31-year-old female from Streator. The offender was charged with Resisting a Peace Officer and Retail Theft. The offender was given a felony court date and released on a Citation and Notice.

**25-01038                      Retail Theft**

On August 28, 2025, 3:53PM, River Forest units were dispatched to Ulta, 7231 Lake Street, for the Retail Theft that just occurred. Westcom Dispatch advised the offender fled with bag containing approximately four fragrances. The offender was last seen catching a Pace Bus southbound on Harlem Avenue and a suspect was located by Oak Park police officers in front of 703 Madison Street. The witness positively identified the suspect as the Retail Theft offender, and the merchandise was recovered. The offender is a 39-year-old male from Chicago. The offender was transported to the station for processing and charged with Retail Theft. The offender was given a felony court date and released on a Citation and Notice.

**25-01052                      Retail Theft**

On August 31, 2025, 3:15PM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for the Retail Theft that just occurred. Upon arrival, the employee advised the offender stole two cases of beer and fled. A suspect matching the description carrying two cases of beer was located at 1115 North Boulevard. The employee positively identified the suspect as the retail theft offender, and the merchandise was recovered. The offender is a 31-year-old male from Chicago. The offender was transported to the station for processing and charged with Retail Theft. The offender was given a misdemeanor court date and released on a Citation and Notice.

**25-01053                      Retail Theft**

On August 31, 2025, 5:12PM, River Forest units were dispatched to 7251 Lake Street (Walgreens) for the Retail Theft that just occurred. Westcom Dispatch advised the offender concealed detergent in a reusable Aldi bag and fled the store without purchasing the items. A suspect matching the description carrying detergent in a reusable Aldi bag was located on the 7200 block of Central Avenue. The employee positively identified the suspect as the Retail Theft offender, and the merchandise was recovered. The offender is a 51-year-old male from Hazel Crest. The offender was transported to the station and charged with Retail Theft. The offender was given a felony court date and released on a Citation and Notice.

	Midnights 2230-0630	Day Watch 0630-1430	Third Watch 1430-2230
Criminal Arrests	7	10	13
Warrant Arrests	0	1	0
D.U.I Arrests	5	0	0
Misdemeanor Traffic Arrests	6	13	5
Hazardous Moving Violations	130	91	66
Compliance Citations	27	9	10
Parking Citations	250	43	1
Traffic Stop Data Sheets	162	78	62
Quasi-Criminal Arrests/ L.O	7	2	1
Field Interviews	8	11	11



Premise Checks/Foot Patrols	462	288	127
Written Reports	49	75	68
Administrative Tows	14	13	7
Sick Time used (in days)	1.5	0	0

### **Detective Division**

Detective Sergeant Labriola worked thirteen (16) days performing detective duties in light duty capacity.

Detective Zermeno worked twenty-one (21) days performing detective duties in light duty capacity.

Detective Sergeant Labriola was a rapid deployment instructor for in-service training for one day.

Detective Sergeant Labriola was activated as a supervisor for WESTAF in reference to a homicide in Cicero.

Detective Sergeant Labriola and Detective Zermeno attended court for previous felony arrests.

During the month of August, the Detective Unit completed numerous online mandated continuous educational courses.

During the month of August, the Detective Unit opened up/reviewed thirteen (13) cases for potential follow-up. Of those cases, one (1) was cleared by an arrest, seven (7) were exceptionally cleared, and five (5) are still active. The Unit also continued to investigate open cases from previous months, as well as assisted the Patrol Division in cases reported in the month of August.

### **Year to Date Arrest Statistics**

Quantity Arrested	# Felony Charges	# Misdemeanor Charges	# Warrants
23	27	14	7

### **August 2025 Case Assignment Summary**

Group A	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except	Pend	Refer	Unfound
Armed Robbery	1						1		
Battery	1	1							
Burglary	3						3		
Retail Theft	1					1			
Group A Total	6	1	0	0	0	1	4	0	0
Group B	# Cases	Cleared by Arrest	Adm Closed	Screen Out	Susp	Except Clear	Pend	Refer	Unfound
Criminal Damage	1						1		
Hit & Run	5					5			
Fleeing and Eluding	1					1			
Group B Total	7	0	0	0	0	6	1	0	0
TOTALS	13	1	0	0	0	7	5	0	0

### **August 2025 Juvenile Arrests**

Offenses	Adjusted	Cited	Petitioned	Referred
Possession of Cannabis		1		
Petit Larceny		1		
Curfew		4		
Total (6)	0	6	0	0

### **New Investigations**

#### **25-00890 Hit & Run**

On July 29, 2025, 3:41PM, a River Forest Officer responded to Lake Street and Thatcher Avenue in reference to a hit and run accident. The victim was unable to identify the driver but provided the registration for the offending vehicle. On August 13, 2025, an alert was received from a River Forest Police Department automated license plate reader, and the vehicle was stopped. The driver provided valid insurance for the vehicle which was provided to the victim, and the vehicle was towed with an administrative hold. This case was exceptionally cleared.

#### **25-00895 Hit & Run**

On July 30, 2025, 5:34PM, a River Forest Officer received a report of a hit and run that occurred at McDonald's located at 624 N. Harlem Avenue on July 29, 2025, at approximately 10:19PM. Investigators reviewed video surveillance from the restaurant and Village of River Forest Street cameras and identified the offending vehicle. Investigators contacted the registered owner who provided valid insurance, and this case was exceptionally cleared.

#### **25-00898 Hit & Run**

On July 30, 2025, 9:53PM, a River Forest Officer took a report from a victim of a hit and run accident. The victim related that at approximately 7:30PM she was in the 7300 block of North Avenue when another vehicle struck her vehicle and fled the area. Village of River Forest Street cameras confirmed her recollection of the events, and she provided a registration of the offending vehicle. On August 5, 2025, the vehicle was located in Oak Park and towed with an administrative hold. This case was exceptionally cleared.

#### **25-00914 Armed Robbery**

On August 3, 2025, 4:36PM, River Forest Officer responded to Walgreen's located at 7251 Lake Street in reference to an armed robbery. The victim, who is a store employee related that two subjects in wigs took liquor from the store and when confronted, sprayed him what was determined to be bear spray. The victim was treated for his injuries and investigators identified both offenders who are currently in custody at the juvenile detention center for committing similar crimes. Investigators have an appointment to formally charge both offenders with state's attorney approval on September 3, 2025.

#### **25-00921 Burglary**

On August 5, 2025, 2:30PM, River Forest Officers responded to the 7700 block of Greenfield Street for a burglary which just occurred. The victim and witness related that they observed a subject enter a work vehicle and removed a bag which contained a laptop. Investigators identified the offending vehicle from Village of River Forest Street cameras, and when an attempt to stop the vehicle on August 7, 2025, occurred, the vehicle fled and has not yet been located by investigators. This case is still active.

#### **25-00927 Burglary**

On August 6, 2025, 8:29AM, a River Forest Officer responded to a residence in the 400 block of Ashland Avenue in reference to a criminal damage report. The victim reported that the door handle of her vehicle and the steering column inside were damaged. The damage occurred between 3:00PM on August 5, 2025, and the time of the call. Investigators reviewed Village of River Forest Street cameras and determined that the burglary was committed by three subjects who were arrested that day under River Forest Police Department 25-00926. Investigators have been unable to locate the offenders, and this case is still active.

**25-00928 Criminal Damage**

On August 6, 2025, 8:53AM, a River Forest Officer responded to Jewel located at 7525 Lake Street in reference to a criminal damage report. The victim reported that the door handle of his vehicle was damaged. The damage occurred between 11:45PM. on August 5, 2025, and the time of the call. Investigators reviewed Village of River Forest Street cameras and determined that the burglary was committed by three subjects who were arrested that day under River Forest Police Department 25-00926. Investigators have been unable to locate the offenders, and this case is still active.

**25-00933 Retail Theft**

On August 7, 2025, 12:25PM, River Forest Police Officers responded to Jewel located at 7525 Lake Street in reference to a retail theft. Three unknown male subjects removed multiple bottles of liquor from the store before fleeing in a vehicle. A store employee obtained the registration of the offending vehicle, which was located on August 13, 2025, and towed with an administrative hold. No offenders could be identified, and this case was exceptionally cleared.

**25-00946 Battery**

On August 10, 2025, 7:22PM, a River Forest Officer received a report of a battery which occurred at 2:00PM in the 7200 block of North Avenue. The victim related that the battery occurred as a result of a road rage incident, and the driver of the offending vehicle approached her vehicle while it was stopped at a red light and punched her in her face. A female passenger approached the victim's vehicle and assaulted her by telling the victim that she would beat her. Investigators identified the offending vehicle and the driver, a 40-year-old male from Schaumburg, and the passenger a 33-year-old female from Schaumburg by using Village of River Forest Street cameras and automated license plate readers. Both the male and female were taken into custody on August 15, 2025, and charged accordingly. This case was cleared by an arrest.

**25-00951 Hit & Run**

On August 11, 2025, 2:11PM, a River Forest Officer responded to the 7600 block of Madison Street for a hit and run report which occurred at 12:48PM. Investigators reviewed the Village of River Forest Street cameras, identified the offending vehicle, and determined that the vehicle was rented through Turo, a private vehicle rental application. On August 20, 2025, the vehicle was located after the department received an automated license plate reader alert, and the vehicle was stopped. Valid insurance for the vehicle was provided, and this case was exceptionally cleared.

**25-00982 Fleeting and Eluding**

On August 18, 2025, 2:07PM, a River Forest Officer attempted to stop a vehicle in the 7900 block of Lake Street for an Illinois vehicle Code violation. The vehicle did not stop and fled the area. On August 18, 2025, investigators located the vehicle in Chicago, and it was towed with an administrative hold. This case was exceptionally cleared.

**25-00996 Hit & Run**

On August 20, 2025, 5:28PM, a River Forest Officer responded to the 500 block of Thatcher Avenue in reference to a hit and run report where the victim was rear ended by another vehicle who fled the scene. Investigators identified the vehicle by using Village of River Forest Street cameras and automated license plate readers. Officers attempted to stop the vehicle on two separate dates after the hit and run and the vehicle fled both times. On August 25, 2025, the vehicle was located in Bellwood and towed with an administrative hold. The registered owner provided valid insurance, and this case was exceptionally cleared.

**25-01015 Criminal Damage**

On August 23, 2025, 8:29PM, River Forest Officers responded to Keystone Park for a criminal damage report. Video surveillance recovered showed multiple teenage males light a firework in the male bathroom which destroyed the sink. At this time, the juveniles have not been identified but according to witnesses, they are Oak Park River Forest and Fenwick High School students. This case is still active

## **Old Investigations**

### **24-01025                      Burglary**

On August 21, 2024, 3:53PM, a River Forest Officer responded to a residence in the 400 block of Clinton Place in reference to a burglary report. After reviewing video surveillance, it was determined that two male offenders forced entry into the victim's vehicle and removed her wallet from the center console. A DNA standard was collected, and it identified one of the offenders who has been arrested by RFPD in the past. On August 23, 2025, the offender, a 19-year-old male from Chicago was taken into custody by the Oak Park Police Department while he was committing a burglary. The male was later transported to RFPD where he was charged with burglary.

### **25-00440                      Armed Robbery**

On April 15, 2025, 7:45AM, River Forest Officers responded to Puff's Discount Cigarettes in reference to an armed robbery. The victim related that two male subjects with their faces covered entered the business. One brandished a firearm, struck the clerk in the head, and both offenders took currency, cigarettes, and the clerk's cellular telephone from the business. Investigators utilized the Village of River Forest Street cameras and license plate readers to identify the offending vehicle. The victim's cellular telephone was discarded in Oak Park and was recovered by investigators who processed it to obtain a latent print. Investigators communicated with the Chicago Police Department who assisted in locating the offending vehicle and taking three male subjects into custody. The latent print recovered from the victim's cell phone matched one of the subjects, a 31-year-old male from Chicago. The vehicle contained proceeds and the store receipts which further implicated the male offender. He was charged with Armed Robbery, and the second offender, a 36-year-old male from Chicago was located by Investigators on August 21, 2025. He was also charged with armed robbery.

### **25-00593                      Fleeing and Eluding**

On May 23, 2025, 12:51AM, a River Forest Officer observed a vehicle commit multiple Illinois Vehicle Code violations in the 700 block of Harlem Avenue. The Officer stopped the vehicle at Harlem Ave. and North Ave. but when the Officer approached the vehicle, it fled the stop. The driver cannot be identified, but the vehicle is eligible for an administrative hold. On August 23, 2025, Investigators received an automated license plate reader alert, and the offending vehicle was stopped on Harlem Ave. The vehicle was towed with an administrative hold, and this case was exceptionally cleared.

### **25-00704                      Fleeing and Eluding**

On June 15, 2025, 5:27AM, a River Forest Officer attempted to stop a vehicle in the 500 block of Harlem Avenue. After activating the emergency lights, the vehicle fled at a high rate of speed in excess of 70MPH. On August 19, 2025, Investigators located the vehicle in the 6300 block of S. Indiana in Chicago. The vehicle was towed with an administrative hold, and this case is exceptionally cleared.

### **25-00869                      Aggravated Robbery**

On July 24, 2025, 2:59PM, River Forest Officers responded to Jewel/Osco located at 7525 Lake Street in reference to an Aggravated Robbery report. The store employee related that she observed a female subject in the self-checkout line attempting to take items from the store without paying for them. When the store employee confronted the female subject, a struggle ensued, and the female offender pushed the employee to the ground while taking the items. Investigators identified the offender, and on August 29, 2025, Investigators located the female offender, a 28-year-old female from Forest Park. She was placed into custody and charged with Aggravated Robbery and Aggravated Battery because the victim was over the age of 60.

## **Training**

During the month of August 2025, twenty-seven (27) officers/civilian employees attended different training classes for a total of two-hundred and thirty-two (232) hours of training. The Department members, courses, and total number of hours included in the courses are detailed below.

<b>Officer</b>	<b>Course</b>	<b>Start</b>	<b>End</b>	<b>Hours</b>
Barcenas	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Barcenas	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Barcenas	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Bourdeau	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Bourdeau	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Bourdeau	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Casarez	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Casarez	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Casey	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Casey	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Cassidy	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Cassidy	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Cassidy	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Cassidy	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Catalano	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Catalano	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Catalano	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Coleman	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Coleman	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Cortes	NIPAS 1 Day Training	8/28/2025	8/28/2025	8
Cortes	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Cortes	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Cortes	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Czernik	NIPAS 1 Day Training	8/28/2025	8/28/2025	8
Czernik	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Czernik	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Czernik	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Drake	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Fries	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Fries	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Gonzalez	Basics of Search & Seizure	8/8/2025	8/8/2025	8
Gonzalez	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Gonzalez	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Greenwood	IS-703.b: National Incident Management	8/14/2025	8/14/2025	1
Greenwood	IS-706:NIMS Intrastate Mutual Aid	8/14/2025	8/14/2025	1
Greenwood	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Grill	Radar/Lidar In-Service	8/1/2025	8/31/2025	1

Officer	Course	Start	End	Hours
Humphreys	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Humphreys	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Juarez	Advanced Roadside Impaired Driving	8/18/2025	8/19/2025	16
Juarez	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Labriola	Taser 10 Training	8/18/2025	8/18/2025	8
Labriola	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Labriola	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Labriola	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Labriola	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Lenz	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Lenz	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Mika	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Mika	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Murillo	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Niemann	Illinois Active Threat Master Instructor	8/4/2025	8/8/2025	40
Niemann	40 Hour Rifle/Carbine Instructor	8/25/2025	8/29/2025	40
Niemann	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Niemann	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Ransom	ICAC Bootcamp	8/18/2025	8/18/2025	6.5
Ransom	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Richter	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Richter	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Richter	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Saldana	Basic Academy Training Program	5/5/2025	8/21/2025	632
Swierczynski	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Tagle	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Tagle	Rapid Deployment Exercise	8/11/2025	8/11/2025	3.75
Tagle	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
Zermeno	Legal Update High Tech Crimes	8/13/2025	8/13/2025	1
Zermeno	PLI August 2025 Monthly Legal Update	8/1/2025	8/31/2025	1
Zermeno	Radar/Lidar In-Service	8/1/2025	8/31/2025	1
<b>Total</b>				<b>232</b>



## MEMORANDUM

Date: September 22<sup>nd</sup>, 2025

To: President Adduci & Village  
Board of Trustees

From: Matt Walsh, Village Administrator

Subject: Administration Report

### Upcoming Public Meetings and Closures

Thursday, September 25 <sup>th</sup>	7:00pm	Historic Preservation Commission Meeting
Wednesday, October 1 <sup>st</sup>	6:00pm	Economic Development Commission
Thursday, October 2 <sup>nd</sup>	7:30pm	Development Review Board

### Recent Payments of >\$10,000

In accordance with the purchasing policy, the following is a summary of payments between \$10,000 and \$20,000 that have occurred since the last Board meeting:

Vendor	Amount	Description
Air One Equipment	\$14,555.00	F.D. Equipment Parts
DeKind Computer Consultants	\$15,925.39	I.T. Consulting
Klein Thrope and Jenkins Ltd	\$17,020.00	July Legal Services
Suburban General Construction Inc	\$15,975.00	Catch Basin Repairs
Avalon Petroleum Company	\$14,275.00	Fuel Purchases
Elan City Inc	\$14,800.00	Radar Speed Signs
Futurity 19 Inc	\$19,900.00	Pump Station Improvements
Henry Schein	\$16,459.00	CPR Manikin
West Central Municipal Conference	\$13,842.00	Annual Membership Dues
State Treasurer	\$18,375.66	State Income Tax





## MEMORANDUM

**DATE:** September 22, 2025

**TO:** Matt Walsh, Village Administrator

**FROM:** Bill Koclanis, Civil Engineering Technician

**SUBJECT:** Change Order – 2025 Street Improvement Program

---

**Issue:** Construction of the 2025 Street Improvement Program was completed in May 2025.

**Analysis:** \$625,000 was budgeted for the Street Improvement Program in the approved FY 2026 Budget. \$410,000 in the Motor Fuel Tax Fund, \$50,000 in the Water & Sewer Fund and \$165,000 in the Infrastructure Improvement Bond Fund. The original construction contract for this project was awarded to lowest responsive bidder Schroeder Asphalt Services, Inc. in the amount of \$495,218.63 on March 10, 2025. The scope of work was increased in an effort to address additional non-compliant ADA ramps and additional asphalt areas abutting the project work area while utilizing the entire available budget, however, in doing so Staff has exceeded the original contract award amount.

The final cost of the work completed is \$587,259.02, which is a total of \$92,040.39 over the originally awarded contract amount and \$37,740.98 under the budgeted amount.

**Recommendation:** Consider a Motion to approve a Change Order in the amount of \$92,040.39 for the construction of the 2025 Street Improvement Program.

**Attachments:** Resolution



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF CHANGE ORDER NO. 1  
TO THE SCHROEDER ASPHALT SERVICES, INC.. CONTRACT RELATING  
TO  
THE 2025 STREET IMPROVEMENT PROGRAM**

**WHEREAS**, the Village of River Forest (“Village”) is an Illinois municipal corporation organized under the Illinois Constitution and the laws of the State of Illinois; and

**WHEREAS**, on March 10, 2025, the President and Board of Trustees of the Village approved and authorized the execution of a contract (“Contract”) for the 2025 Curb Street Improvement Program (“Project”) with Schroeder Asphalt Services, Inc.. (“Contractor”). The original amount of the Project was four hundred ninety-five thousand two hundred eighteen and (63/100) Dollars (\$495,218.63). The anticipated completion date for the Project was May 31, 2025 (“Project Completion Date”); and

**WHEREAS**, the Contractor has filed a request for payment of Change Order No. 1 in the amount of ninety-two thousand forty dollars and (39/100) Dollars (\$92,040.39), due to the need to increase the scope of work to utilize budgeted amount, and a request for an extension of time to the Project Completion Date of an additional zero (0) days. A copy of Change Order No. 1 is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, based on the recommendation of the Contractor, the President and Board of Trustees of the Village make the following findings and determinations in accordance 720 ILCS 5/33E-9 regarding Change Order No. 1 to the Contract:

1. Change Order No. 1 (or a series of change orders): (a) are made necessary by circumstances not foreseeable at the time the Contract was signed; (b) are germane to the Contract as originally signed; and (c) are in the best interests of the Village.

**WHEREAS**, in addition, the President and Board of Trustees of the Village find and determine that, pursuant to 50 ILCS 525/5, Change Order No. 1 (or a series of change orders) does not increase the original Contract price by fifty percent (50%) or more of the original Contract price, and thus the Village is not obligated to re-bid the additional work proposed under Change Order No. 1; and

**WHEREAS**, the President and Board of Trustees of the Village, pursuant to their powers as provided by 720 ILCS 5/33E-9, find that it is in the best interests of the Village and the public to approve Change Order No. 1 because it relates to a public project and is for a public purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois:

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village approve Change Order No. 1 in the amount of ninety-two thousand forty dollars and (39/100) Dollars (\$92,040.39). The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute Change Order No. 1, execute the check or other payment to the Contractor in an amount not to exceed the amount of two hundred thirty-one thousand one hundred thirty-nine and (00/100) Dollars (\$587,259.02) and execute any other necessary documents to implement Change Order No. 1. The President and Board of Trustees also recognize and approve an increase in the completion time for the Project, as set forth in the Contract, by thirty (30) days or more.

**ADOPTED** on a roll call vote of the Corporate Authorities on the 22nd day of September, 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 22nd day of September, 2025.

\_\_\_\_\_  
Village President

**APPROVED and FILED** in my office this 22nd day of September, 2025 and published in pamphlet form in the Village of River Forest, Cook County, Illinois.

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**EXHIBIT “A”**

**CHANGE ORDER NO. 1 TO THE CONTRACT**

(attached)

"EXHIBIT A"

# SCHROEDER

## ASPHALT SERVICES, INC.

PO BOX 831  
HUNTLEY, IL 60142

PHONE: 815-923-4380  
FAX: 815-923-4389

**Bill To**

**VILLAGE OF RIVER FOREST  
400 PARK AVE.  
RIVER FOREST, IL. 60305**

## Invoice

Date	Invoice #
9/3/2025	2025-320

Project
2025 STREET IMPROVEMENT PROJECT - 25023

Description	Unit	Quantity	Unit Price	Amount
Final Contract Price		1	587,259.02	587,259.02
Less Amount Received to Date		1	-509,073.77	-509,073.77
<p>Contract amount was \$495,218.63 per up to Award (\$495,218.63) will be Submitting a change order for the remaining \$72,040.39 on September 22, 2025</p>				
			<b>Total</b>	<b>\$78,185.25</b>
			<b>Payments/Credits</b>	<b>\$0.00</b>
			<b>Balance Due</b>	<b>\$78,185.25</b>



## MEMORANDUM

**DATE:** September 22, 2025

**TO:** Matt Walsh, Village Administrator

**FROM:** Jack Bielak, Director of Public Works & Engineering  
Seth Jansen, Assistant to the Director of Public works

**SUBJECT:** Resolution – Lake St. Crosswalks SRTS submission

---

**Issue:** Staff is seeking a Resolution of Financial Commitment that states the Village commits to fund the required reimbursable costs when submitting for Safe Routes To School (SRTS) grant funding.

**Analysis:** SRTS funds projects through a bi-annual competitive cycle with the application submittal period opening in the late summer of every odd numbered calendar year. This application submittal cycle begins August 1st and closes October 15th. SRTS is a Federal-Aid program providing 100% reimbursement for eligible infrastructure projects.

The proposed improvements at two intersections along Lake St. fit the criteria for this grant program. Lake Street has a functional classification of Minor Arterial and in 2023 had an Annual Average Daily Traffic Figure of 9,700 vehicles. Lake Street has existing curb extensions that were built in 2010 at Keystone, Forest, Park, Franklin and Ashland. Concerns regarding traffic conditions along Lake Street are frequently raised by residents, and the topic was discussed at 3 community meetings and a Village Board Meeting earlier this year. At the June 9<sup>th</sup> meeting of the Village Board of Trustees, the Board approved a design contract for traffic calming measures at four intersections along Lake St. If awarded, these grant funds would go toward two of those intersections most impacting school children: the crossings at Edgewood Pl. and Franklin Ave. Based on the criteria of SRTS these two intersections out of the four seem to meet the requirements of the grant most closely.

Edgewood is the westernmost 4-way intersection along Lake Street. As Vehicles enter the Village the travel lanes reduce from 4 lanes down to 2 lanes. It was observed that because there are not many vehicles parked along Lake Street, vehicles are frequently using the parking lane to go around other vehicles. After installing delineators at Edgewood, it was observed that vehicles generally are now reducing their speed and following the intended 2 lane typical section of the roadway. The project would install permanent curb extensions to replace the temporary traffic delineators.

Franklin Avenue, located at the southeast corner of Lincoln Elementary School, has existing curb extensions that were built as part of the project in 2010. This crossing also has existing signage that points to the crossing at this intersection. Given the proximity to the school and use of the intersection, staff is seeking to upgrade the crossing to a Rectangular Rapid Flashing Beacon (RRFB)

**Recommendation:** Consider a Motion to approve a Resolution of Financial Commitment that states the Village commits to provide the necessary support and funds in the event that the Village receives grant funding to reimburse the Village's investment for the Lake St. crosswalks.

**Attachment:** Resolution of Financial Commitment





## RESOLUTION NO. 25-\_\_\_\_

### A RESOLUTION PLEDGING FINANCIAL COMMITMENT AND SUPPORT FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S SAFE ROUTES TO SCHOOL GRANT APPLICATION FOR PEDESTRIAN IMPROVEMENTS ON LAKE ST.

**WHEREAS**, the Village of River Forest, located in the County of Cook, State of Illinois, desires to participate in the construction of pedestrian facilities with crosswalk improvements on Lake St., at Edgewood Pl. and Franklin Ave. (the "Project"), to promote the health and benefit of school children, and improve safe travel to and from schools; and

**WHEREAS**, the Illinois Department of Transportation is accepting applications for their Safe Routes to School Program, as a part of the Grant Application to IDOT it is necessary to pledge financial commitment and support for projects increasing the accessibility to elementary and middle schools; and

**WHEREAS**, this grant would fund 100% of the construction and construction engineering costs for the crosswalk improvements along the Lake St. corridor; and

**WHEREAS**, the improvements are eligible for reimbursement under the Program; and

**WHEREAS**, the Village is committed to provide the necessary support and funds in the event that the Village receives grant funding to reimburse the Village's investment; and

**WHEREAS**, the Village has available funds in the General Fund to finance the Improvements until reimbursed by the Program, and the financial capability to maintain the Improvements in a safe and attractive manner for public use; and

**WHEREAS**, the President and the Board of Trustees have considered the Village's participation in the Safe Routes to Schools Grant Program and determined that it is in the best interests of the Village and its residents to enter into the program for the benefit of the projects; and

**NOW, THEREFORE, BE IT RESOLVED**, be it resolved by the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** The foregoing recitals are hereby incorporated into, and made part of, this Resolution.

**SECTION 2:** The Village of River Forest does hereby commit to participation in the Illinois Safe Routes to Schools Program and financial commitment to install and maintain the eligible Improvements is hereby approved.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**IN WITNESS, THEREOF**, I have hereto set my hand officially and caused to be affixed the seal of the Village of River Forest, this 22<sup>ND</sup> day of September 2025.

**AYES:**

**NAYS:**

**ABSENT:**



---

Catherine Adduci, Village President

**APPROVED** by me this 22<sup>nd</sup> day of September 2025.

---

Rosa Castellano, Village Clerk



**Village of River Forest**  
**Village Administrator's Office**

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

**MEMORANDUM**

Date: September 22, 2025

To: Matt Walsh, Village Administrator

From: Trish Ivansek, HR Manager

Subj: Approval of Collective Bargaining Agreement with the International Union of Operating Engineers Local 150 (5/1/2025-4/30/2028)

**Issue:** The collective bargaining agreement with International Union of Operating Engineers Local 150 expired on April 30, 2025. This agreement covers Maintenance Workers, Water Operators, and Crew Leaders in the Public Works Department. A successor agreement has been successfully negotiated with this bargaining unit, and a tentative agreement has been reached. This agreement is now being presented to the Village Board of Trustees for ratification.

**Analysis:** The initial negotiations began on May 14, 2025. The attached contract includes a 5.5% wage increase for FY 2026, a 4% increase for each FY 2027 and FY 2028. These increases are contingent on the Union switching to the Village's health insurance plan. Currently, the Village pays 100% of the premium costs for the union's insurance plan. The benefits are also designed to bring salaries more in line with comparable organizations and to aid in future recruitment efforts.

The agreement includes structural changes to job classifications. The Maintenance Worker I and II roles will be consolidated into a single Maintenance Worker category, and the title of Crew Leader will change to Foreman.

The term of the new agreement spans from May 1, 2025, through April 30, 2028. The union voted to ratify the contract on September 8, 2025.

**Request for Board Action:** That the Village Board of Trustees vote to ratify the collective bargaining agreement with the International Union of Operating Engineers Local 150 and authorize the Village Administrator and Director of Public Works & Engineering to execute the contract pending attorney review.

**Document(s) Attached:**

- Collective bargaining agreement between the Village of River Forest, Illinois and International Union of Operating Engineers Local 150, May 1, 2025, through April 30, 2028

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VILLAGE OF RIVER FOREST**

**MAY 1, 2025 THROUGH APRIL 30, 2028**

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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. Employees with less than five (5) full years of service shall not be permitted to use over one hundred twenty hours (120) of compensatory time in a fiscal year. Employees with more than five (5) full years of service shall not be permitted to use over eighty (80) hours of compensatory time in a fiscal year. 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
Juneteenth	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**

Effective only until the last day of the month after the contract is ratified by both parties, 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, 2025:**

Family	\$3,053.00per month
Employee + 1	\$2,002.00per month
Single	\$1,001.00 per month

Beginning the first day of the month after the contract is ratified by both parties for which premiums in the Fund Plan have not already been paid, employees shall instead be covered by the Village's health insurance plan on the same basis as the Village's other employees. The Village agrees to provide an HMO medical plan, High Deductible PPO #1 medical plan, dental insurance, vision insurance, and life insurance coverage for non-retired employees through the Intergovernmental Personnel Benefit Cooperative (IPBC). Notwithstanding the foregoing, the Village retains the rights to change insurance provider(s), carrier(s), third party administrator(s), or to self-insure for the provision of health, dental, vision, and/or life insurance benefits, and the other provisions of the plan(s), provided that such changes are made in the plan(s) for all employees of the Village and such changes are substantially similar to the current plan.

The Village also agrees to make available to non-retired employees and their eligible dependents substantially similar or improved group health and hospitalization insurance and life insurance coverage and benefits and dental and vision coverage as in place for the Village's non-union employees at the time of ratification of this Agreement.

The deductible amount of the High Deductible PPO #1 medical plan will be \$2,000 for single coverage and \$4,000 for family coverage during each plan year. The Village will fund fifty percent (50%) of the deductible amounts for the High Deductible PPO #1 medical plan through the VEBA plan to each employee's account for eligible employees in accordance with the remaining provisions of this agreement. In addition to the High Deductible PPO #1 medical plan, the Village, at its sole discretion, may add a second High Deductible Plan (HDHP) in the future. In the event a second HDHP is added, the Village will fund an amount toward the deductible of the second HDHP that is equal to the Village's contribution toward the applicable deductible for the High Deductible PPO #1 medical plan through the VEBA into each employee's account. For example, if at the time the second HDHP is added, the Village's deductible contribution for single

coverage under the High Deductible PPO #1 medical plan is \$1,000, the Village's contribution toward the deductible for single coverage under the second HDHP will be at least \$1,000. Contributions are made bi-annually on or about January 1 and July 1 of each year.

Until June 30, 2027, the Village will pay one hundred percent (100%) of the cost of the premiums for full time employees' individual and dependent group health for employees participating in the HMO medical plan and hospitalization insurance, employee-only dental insurance, and will pay one hundred percent (100%) of the cost of premiums for full time employee's individual and dependent group health for employees participating in the High Deductible PPO #1 medical plan, provided the employee participates in the Village's wellness events. Beginning July 1, 2027, the Village will pay eighty-five percent (85%) of the cost of premiums for full time employees participating in the HMO medical plan and hospitalization insurance and ninety percent (90%) of the cost of premiums for employees participating in the High Deductible PPO #1 medical plan, provided the employee participates in the Village's wellness events. Employees desiring Village coverage will be required to pay the remainder of the monthly premium cost. The employee's portion of insurance premiums will be deducted semimonthly from paychecks. If the employee does not participate in the wellness event, then the Village will pay eighty-five percent (85%) of the cost of the premiums for HMO coverage and ninety percent (90%) of the premiums for High Deductible PPO #1 coverage in all years of this agreement.

Bargaining unit employees shall receive the same dental and vision insurance plan as all other Village employees.

Employees participate in the High Deductible PPO #1 medical plan will receive contribution into the employee's VEBA, equal to 50% of the annual deductible on January 1st of each year.

As part of the quid pro quo for converting to the Village's health insurance plan, the Village will make a one time contribution in the amount of \$10,000 into the VEBA account of any employee who is at least 50 years old and has at least 15 years of service on the date of contract ratification.

If an employee elects to drop their participation in the Village's health plan due to being eligible for coverage elsewhere, the Village will provide an incentive payment as follows: \$75 per month; alternate family coverage - \$125 per month, provided written documentation of said alternate coverage is submitted prior to said incentive being paid and as otherwise requested by the Village.

Beginning the calendar year starting January 1, 2026, bargaining unit employees shall be allowed to participate in the Village's flexible benefit plan on the same terms and conditions as to the Village's non-bargaining unit employees, as may be amended from time-to-time.

Beginning the fiscal year starting May 1, 2026, with benefits payable on or around July 1, 2027, bargaining unit employees shall be allowed to participate in the Village's sick leave buyback program on the same terms and conditions as the Village's non-bargaining unit employees, as may be amended from time-to-time.



## **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 until the retiree reaches Medicare eligibility.

Employees hired on or after January 1, 2005 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.

# **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:

\$1200.00- International Society of Arboriculture Certified Arborist

\$1200.00– 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 six hundred dollars (\$600.00) per year for work uniforms/winter coats/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 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.

**May 1, 2025** – 5.50% increase to current step system

Upon Ratification, the step system will be adjusted based on the Village's July 16, 2025 wage proposal, based on slotting the closet step that does not result in a pay reduction compared to their rate of pay following application of the May 1, 2025 increase.

**May 1, 2026** – 4.0% increase to the step system

**May 1, 2027** – 4.0% increase to the step system

The current Crew Leaders shall be placed at Step 7 of the Foreman scale. An employee who is promoted to the Foreman classification shall be placed in the step of the Foreman scale that provides at least a ten percent (10%) wage increase.

#### **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 Foreman shall receive an additional \$4.50 for each hour worked in said capacity. For each occurrence that an Acting Foreman is required, Public Works Administration shall have the right to select which employee will serve as Acting Foreman. It is expressly agreed by both parties that the Village's selection of an Acting Foreman shall not be subject to the grievance and arbitration procedure. An employee earning overtime as Acting Foreman shall be paid the applicable rate of overtime on his hourly rate of pay when acting up.

A Maintenance Worker 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 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 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 2028 . 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 \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

**VILLAGE OF  
RIVER FOREST**

\_\_\_\_\_  
James M. Sweeney  
President/Business Manager

\_\_\_\_\_  
Matt Walsh  
Village Administrator

\_\_\_\_\_  
Deanna M. Distasio  
Attorney

\_\_\_\_\_  
Jack Bielak  
Director of Public Works and  
Engineering

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: \_\_\_\_\_

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**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 ( ) Heavy Eyelids	( ) Glassy ( ) Fixed Pupils	( ) Normal ( ) Dilated Pupils	( ) Watery ( ) Clear ( ) Normal
Speech	( ) Confused ( ) Fair ( ) Cotton Mouthed	( ) Stuttered ( ) Slurred ( ) Other	( ) Thick-Tongued ( ) Mush Mouthed	( ) Accent ( ) Good Understandable
Attitude	( ) Excited ( ) Insulting ( ) Profane	( ) Combative ( ) Care-Free ( ) Polite	( ) Hilarious ( ) Cocky ( ) Other	( ) Indifferent ( ) Sleepy ( ) Talkative ( ) Cooperative
Unusual Action	( ) Hiccoughing ( ) Laughing	( ) Belching ( ) Other	( ) Vomiting	( ) Fighting ( ) Crying
Balance	( ) Needs Support	( ) Falling ( ) Wobbling	( ) Swaying	( ) Other
Walking	( ) Falling	( ) Staggering ( ) Stumbling	( ) Swaying	( ) Other
Turning	( ) Falling ( ) Other	( ) Staggering ( ) Stumbling	( ) Swaying	( ) Hesitant

Indicate any other unusual actions, statements or observations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signs of complaints of illness or injury: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SUPERVISOR'S OPINION**

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

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**APPENDIX D  
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

<b>FY 26</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
MW	\$28.16	\$29.14	\$30.16	\$31.22	\$32.31	\$33.44	\$34.61	\$35.82	\$37.08	\$38.38
WO	\$30.96	\$32.05	\$33.17	\$34.33	\$35.53	\$36.78	\$38.06	\$39.40	\$40.77	
Foreman	\$35.55	\$36.79	\$38.08	\$39.41	\$40.79	\$42.22	\$43.69	\$45.22	\$46.81	

<b>FY 27</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
MW	\$29.28	\$30.31	\$31.37	\$32.47	\$33.60	\$34.78	\$36.00	\$37.26	\$38.56	\$39.91
WO	\$32.20	\$33.33	\$34.50	\$35.70	\$36.95	\$38.25	\$39.59	\$40.97	\$42.40	
Foreman	\$36.97	\$38.26	\$39.60	\$40.99	\$42.42	\$43.91	\$45.44	\$47.03	\$48.68	

<b>FY 28</b>	<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
MW	\$30.46	\$31.52	\$32.62	\$33.77	\$34.95	\$36.17	\$37.44	\$38.75	\$40.10	\$41.51
WO	\$33.49	\$34.66	\$35.88	\$37.13	\$38.43	\$39.78	\$41.17	\$42.61	\$44.10	
Foreman	\$38.45	\$39.79	\$41.18	\$42.63	\$44.12	\$45.66	\$47.26	\$48.91	\$50.63	

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

**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE VILLAGE OF RIVER FOREST  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

The Village of River Forest (“Village”) and International Union of Operating Engineers, Local 150 (“Union”) hereby agrees as follows:

1. Employees holding the position of Maintenance Worker will be offered the training necessary to be certified as a drinking water supply operator based on the operational needs of the department. The training will be offered once an employee has passed the required ILEPA exam to become a certified drinking water supply operator in the order of seniority (defined as years of service with the Village) with approval by the Director of Public Works or his designee. The Village will reimburse the employee for the cost of the examination fee after the employee provides proof that the exam was passed. Only one (1) employee will be eligible for training to obtain a Class “C” Water Operator’s license at a time. If identical seniority exists, the bargaining unit shall identify that employee, in writing, to the Superintendent. The employee will be offered proper access to complete the training within the ILEPA required timeline after passage of the exam. An employee who cannot or chooses not to continue the training must notify the Superintendent, in writing, before another employee may commence the training process. Employees in the bargaining unit that hold a valid Class “C” Water Operator’s License will receive certification incentive identified in Section 16.2 of the contract; however, at no time will more than four (4) employees receive the certification incentive. The Village will reimburse employees that have been approved for training for all pre-approved relevant courses required to obtain and maintain a Class “C” Water Operator License as funds allow. Reimbursement will be provided after proof is provided that the employee successfully completed the course.

AGREED:

For the Village of River Forest:

\_\_\_\_\_  
Dated: \_\_\_\_\_

For the International Union of Operating Engineers, Local 150:

\_\_\_\_\_  
Dated: \_\_\_\_\_