

**International Union of Operating Engineers,  
Local 150**

**and**

**Village of Algonquin**

**Effective May 2010 through April 2012**

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## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

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

## **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 and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

All full-time employees of the Village of Algonquin Department of Public Works in the following classifications: Maintenance Workers I & II in the Administrative, Utilities, Parks & Forestry, and Streets Divisions. All Service Technicians and Assistant Mechanics; and all Water and Waste Water operators in the Utilities Division and all Laboratory Technicians in the Utilities Division.

Excluded: All other employees including all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

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

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

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 with the Illinois Labor Relations Board. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

## **ARTICLE II MANAGEMENT RIGHTS**

### **SECTION 2.1: MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from time-to-time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified; to carry out the mission of the Village; and to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be

declared by the Village President, Village Manager, Public Works Director, Police Chief, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

### **ARTICLE III UNION RIGHTS**

#### **SECTION 3.1: UNION ACTIVITY DURING WORKING HOURS**

It is to the benefit of the parties that issues of concern be discussed prior to entering into the formal grievance procedure. Discussions between bargaining unit employees and Stewards, with or without supervision, may be conducted during working time, provided that the Union shall not engage in Union activities on Village time or its property, which will interfere with the employees' assignments or duties.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Village's activities. Authorized agents are to notify the Public Works Office prior to entering Village owned or operated property. The Union agrees to fully defend, indemnify and hold the Village of Algonquin harmless from any and all claims, causes of action and/or damages resulting from the actions of the Union's business agents while on Village owned and operated property.

#### **SECTION 3.2: TIME OFF FOR UNION ACTIVITIES**

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

#### **SECTION 3.3: UNION BULLETIN BOARDS**

The Village shall provide the Union with a place to hang their own bulletin board at the following work locations: lunchrooms located at 110 Meyer Drive and the Wastewater Treatment Plant; and the boards or space shall be for the sole and exclusive use of the Union, upon which the Union may not post notices of a political, inflammatory nature. The Union will limit the posting of Union notices to said bulletin boards only.

#### **SECTION 3.4: UNION STEWARDS**

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to three (3) Stewards and will provide written notice to the Village Manager to identify the Stewards. At the signing of the contract the Union must provide in writing to the Village of Algonquin's Human Resources Director the names of the Union's designated Union Stewards. In addition, anytime there is a change in the employees serving as a designated steward, the Union must provide the Village of Algonquin's Human Resources Director written notice of the new members within five business days of the official effective date.

### **ARTICLE IV UNION DUES/FAIR SHARE CHECKOFF**

#### **SECTION 4.1: DEDUCTIONS**

The Village agrees to deduct Union membership dues each pay period from the pay of those employees who are Union members and who have on file with the Village a voluntary check off authorization. The Union shall certify the current amount of Union deductions for each employee.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the

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

If an employee has no compensation due for a given pay period, the Employee shall inform the Union and Village of this fact and the Village shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

If an improper deduction is made, the Union shall refund directly to the employee any such amount and report it to the Village as soon as is practicable.

#### **SECTION 4.2: FAIR SHARE**

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Village from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Village with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

#### **SECTION 4.3: APPEAL PROCEDURE**

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

#### **SECTION 4.4: UNION INDEMNIFICATION**

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all reasonable legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article.

### **ARTICLE V HOURS OF WORK AND OVERTIME**

#### **SECTION 5.1: WORKDAY/WORKWEEK**

##### **(A) Normal Workday**

The normal workday for bargaining unit employees is eight (8) consecutive hours, excluding a thirty (30) minute un-paid lunch period, and the normal workweek is five (5) days, Monday through Friday. However, the Village reserves the right to alter the workday or work hour schedule on an as-needed basis for the following situations only:

- i) in emergency situations; or
- ii) rescheduling the entire bargaining unit as long as the Village provides a thirty-day (30) day notice to the Union with the intent to negotiate; or
- iii) deviate the work schedule of less than twenty percent (20%) of the entire bargaining unit.

The Village will not change any employee's work schedule if the purpose of such change is to diminish overtime opportunities. Whenever the Village desires to alter the workday or work hours of any employee it shall first solicit qualified volunteers to fill the position(s). If an insufficient number of employees volunteer then the Village will select employees by inverse order of seniority, least senior first, of those qualified to perform the job. All overtime provisions pursuant to Section

4.5 shall apply. No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week.

(B) Normal Starting Time

- i) The normal workday for bargaining unit employees from the first Monday in May to the last Friday in October is 6:30 a.m. to 3:00 p.m.
- ii) The normal workday for bargaining unit employees from the Saturday following the last Friday in October to the Sunday prior to the first Monday in May is 7:00 a.m. to 3:30 p.m.

**SECTION 5.2: LUNCH PERIOD and BREAK PERIODS**

The normal thirty-minute unpaid lunch period shall be 11:30 a.m. Bargaining unit employees shall receive two fifteen-minute (15) paid breaks. The first break shall be at or around half way between the start of the day and the mid-point of the day and the second break shall be at or around half way between the mid-point of the day and the end of the day, however the two breaks may be taken together with lunch if the employee and his/her supervisor agree.

If interrupting the nature of the assignment for lunch or break would cause a negative impact on the productivity or the continuation of the project, employees may be required to take their lunch and/or break(s) at the work site, stagger the lunch and/or break(s) for individual employees, or take their lunch and/or break(s) at the completion of the project. Should employees be required to work through their lunch or break periods, the Village will compensate employees for such time worked at the employee's rate of pay commensurate with the current applicable rate as dictated by this contract. To be compensated, the employee must notify his/her supervisor that they are working through lunch and the supervisor must approve the action prior to it occurring.

**SECTION 5.3: OVERTIME REST PERIOD**

No employee will be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period. It is the responsibility of the employee to notify the Village when he/she has worked sixteen (16) hours in the twenty-four (24) hour period. The Village may relieve an employee any time after sixteen (16) hours. Employees will not be required to work more than sixteen (16) hours in any one day without being allowed an eight (8) hour rest period, except in civil emergency situations as described in Section 2.1 or when the employee so agrees. In non-emergency situations when the Village may need an employee to work more than sixteen (16) hours in a day, the Village shall solicit volunteers but will not require any employee to work more than sixteen (16) hours. If the sixteen (16) hour period ends during an employee's normal workday, the employee **may utilize accrued vacation or other accrued hours** to complete the remainder of the workday with compensation. Employees will not be required to work more than eighty (80) hours in any given calendar week. If the Village needs an employee to work more than eighty (80) hours in a week, the Village shall solicit volunteers and allow the volunteers to work more than eighty (80) hours in a week. Additionally, employees may be allowed to operate equipment for more than twelve (12) hours in any given day.

If the eight (8) hour rest period ends during the employee's normal work day, he/she may choose to work past the normal quitting time and work for eight (8) hours at straight time with supervisory approval. If the employee chooses not to work past the normal quitting time, he/she **may utilize accrued time** to complete the remainder of the workday with compensation, as listed above.

**SECTION 5.4: OVERTIME MEAL PERIOD**

Employees who work in excess of four (4) or more consecutive hours of overtime immediately after or before an eight (8) hour work day will be offered a fifteen (15) minute paid break at a time reasonably designated by their supervisor during the overtime work period. The employee shall receive additional fifteen (15) minute paid breaks for every additional four (4) hour period. Regularly scheduled overtime or overtime scheduled eight (8) hours in advance of work consisting of eight (8) hours or more will be treated as a regular work day for lunch and break purposes.

## **SECTION 5.5: OVERTIME COMPENSATION**

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

(A) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay when required to work in excess of eight (8) hours in a regular work day or forty (40) hours in a week.

(B) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular rate of pay for all hours worked less than eight (8) hours on Saturdays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Saturday.

(C) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay for all hours worked less than eight (8) hours on Sundays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Sundays.

(D) For purposes of this Section, "hours worked" shall include those hours for which the employee actively performs services for the Village as well as those hours, which are not worked but are paid for as vacation, holiday, compensatory time, Personal Days, and/or sick pay. Any other non-worked paid time, which is referenced in the Village of Algonquin's personnel Policy Manual, will not be counted as hours of work for overtime calculation purposes.

## **SECTION 5.6: COMPENSATORY TIME IN LIEU OF OVERTIME COMPENSATION**

At the employee's option, the employee may elect to receive compensatory time at the appropriate rate in lieu of paid overtime compensation.

Compensatory time not used in a calendar year can be carried over to the next calendar year with the approval of the Public Works Director. If the Public Works Director denies a request to carry over compensatory time, the time shall be paid to the employee. No more than Sixty (60) hours of compensatory time can be accumulated at any one time. All compensatory time in excess of Sixty (60) hours will be paid in the next pay period at the rate of straight time. Compensatory time shall be taken in not less than four (4) hour increments and must have the prior approval of the superintendent or direct supervisor, which shall not be unreasonably denied.

In the event of death, any compensatory time earned but unused shall be paid at straight time to the designated beneficiary of the deceased employee.

## **SECTION 5.7 OVERTIME ASSIGNMENTS AND DISTRIBUTION**

The Public Works Director or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum, consistent with the need of the Village to provide services. Those employees who are not on-call for the week in question that cannot be reached or who refuse when called will be excused from the overtime, barring emergency extenuating circumstances. Employees on Village approved vacation may be asked but will not be required to work overtime. Employees working outside of their regular scheduled shift and not a continuation of work will be guaranteed to be paid for a minimum of two hours of work at which they will be paid at the appropriate rate of pay.

From the date of execution of this Agreement until the thirtieth day of April 30, 2008, the Employer shall assign non-emergency overtime as follows: Non-emergency overtime shall be offered on a voluntary basis, by first offering the overtime assignment to qualified employees within the division that has created the overtime. Additionally, if the non-emergency overtime is a continuation of the regular day's assignments or appended to the beginning of the regular shift, then the overtime may first be offered to the employee(s) who is assigned that job during the day, regardless of bargaining unit status, before the overtime work is offered to other qualified individuals within the division who would then volunteer in order of seniority provided that no non-bargaining unit individual shall work more than one (1) hour of overtime on the respective assignment. If additional personnel are needed, the Village will offer the overtime to qualified bargaining unit personnel from other divisions, prior to offering such overtime to any non-bargaining unit personnel. Overtime will be granted by seniority to bargaining unit personnel within the pre-determined time of announcement (i.e., the Parks Supervisor at 3:00 p.m. would ask



full-time employees within the division first then do an all call requesting a response by 3:15 p.m.). Then the supervisor would select qualified employees by seniority from those responding. If an insufficient number of employees respond then he would ask non-bargaining unit employees to work the overtime. If no employee volunteers, and it should be necessary to order an employee to stay or report in early, then overtime will be assigned to qualified employees on the basis of reverse seniority. Employees on Village approved vacation may be asked but will not be required to work overtime.

On May 1, 2008, and continuing thereafter the Employer shall assign non-emergency overtime as follows: Non-emergency overtime shall be offered on a voluntary basis, by first offering the overtime assignment to qualified bargaining unit employees within the division that has created the overtime. If additional personnel are needed, the Village may offer the overtime assignment to non-bargaining unit personnel within the division rather than making the assignment to other bargaining unit personnel in other divisions, provided that the Village makes a reasonable effort to utilize qualified bargaining unit personnel before assigning the overtime to any non-bargaining unit personnel. Overtime will be granted by seniority within the pre-determined time of announcement (i.e., the Parks Supervisor at 3:00 p.m. would ask full-time employees within the division first then do an all call requesting a response by 3:15 p.m.). Then the supervisor would select qualified employees by seniority from those responding. If an insufficient number of employees respond then he would ask non-bargaining unit employees to work the overtime. If it is necessary to hold a qualified employee over from a prior shift, or call a qualified employee in early for the next shift, selection will first be requested by seniority. If no employee volunteers, and it should be necessary to order an employee to stay or report in early, then overtime will be offered to qualified employees on the basis of reverse seniority. Employees on Village approved vacation may be asked but will not be required to work overtime.

In emergency situations, the Village will call the designated person on the On-Call list to work overtime. The designated person on the on-call list shall, be available and not refuse overtime when called in that day.

Snow and ice control overtime shall be assigned in accordance with the Village's most current *Snow and Ice Control Plan*. Street division employees (who are assigned first) and other volunteers shall be responsible for snow and ice control assignments. Employees from other divisions shall not be required to take snow and ice control assignments, but may be assigned such responsibilities in order of reverse seniority to fill open positions. A sign-up sheet for volunteers to work snow and ice control assignments will be posted no later than October 15<sup>th</sup> of each year. Any employee who volunteers for snow and ice control assignments shall be responsible for the entire season, unless excused by the Public Works Director. The Street Superintendent will make every attempt to provide adequate advanced notice to the operators as to their snow and ice route assignments for each pending season and will attempt to maintain these assignments over the entire season. The Street Superintendent will make every effort to populate the ice control roster with operators that are listed only on the primary snow fighter roster. However, when absolutely necessary, the Village maintains its management rights to fill any vacated or unfilled positions or alter assignments to cover vacated or unfilled positions in the best interest of the Village of Algonquin and the motoring public. No assignments, as designated by the Public Works Director and the Street Superintendent, shall go unfilled.

Employees with route assignments on either the snow fighter or ice control rosters may obtain temporary relief of that assignment by offering a qualified alternate to replace them for a specific period of time, provided they give notice to the Street Superintendent and their direct supervisor at least forty-eight (48) hours in advance of the relief. When employees are unable to work due to sickness or other approved leave, the Streets Superintendent or Public Works Director shall assign a qualified replacement, and shall give the alternate forty-eight (48) hours notice whenever possible.

## **SECTION 5.8: STANDBY AND ON-CALL ASSIGNMENTS**

Any Employee covered by this Agreement who is called back to work on an assignment which does not continuously follow an employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. "Call back time" hours will be paid at the applicable overtime rate of pay.

If an employee leaves his/her home in response to a call back then the employee shall receive the two-hour call back minimum even if the call back is subsequently cancelled. Employees will not receive multiple two-hour call back minimums if additional call outs are made within the original two-hour call out. Multiple assignments that exceed the original two-hour minimum time period will be paid at 15-minute increments at the applicable pay rate. Employees, who respond to SCADA calls, during non-working hours, will receive a single two-hour call back minimum per day upon the first occurrence, even if the employee is not required to leave home. Multiple SCADA calls, including nuisance calls, where the employee can

respond via telecommunication, computer, or Internet, will not constitute an additional two-hour call out minimum. SCADA calls requiring a field response will be handled as any other call out and will open a two hour window that will cover any subsequent call outs.

Standby and on-call assignments shall be covered by the current on-call policy. The on-call list shall be posted six (6) months in advance. If it becomes necessary to fill a vacancy in the on-call list, the Village shall attempt to fill the vacancy by soliciting volunteers. If no employee volunteers then the Village may require the least senior qualified employee to fill the vacancy. Employees shall receive one month's notice, or as much time as is possible if more than one month's notice is impossible, prior to being scheduled for standby or on-call.

Employees on call according to the "on call list" shall receive four hours time off (at straight pay) for every week they are scheduled to be on call. These four hours off must be used in one four-hour increment within thirty (30) days after the call period ends. The four hours off shall not be considered as time worked for the calculation of overtime compensation. The four hours off shall constitute the sole compensation attributable to being on the "on call list".

If the employee fails to report when directed or cannot be reached (by telephone & pager), the employee will lose the supplemental on-call pay provided by this Section for that period for the first occurrence. In the event an employee is directed to report for overtime work and he fails to report or cannot be reached on a second and/or subsequent occasion within a rolling calendar year, he may be appropriately disciplined including loss of the four hours. If an on-call employee is unable to reach the on-call manager, then the employee may contact the Public Works Director. The Village reserves the right to fill on call vacancies in reverse seniority in the event of a lack of response to the on call process.

When contacted by a supervisor, employees will endeavor to respond (on site and ready to take appropriate action) within thirty (30) minutes, but in no instance shall response time exceed one hour of said contact unless credible and reasonable extended circumstances exist.

The Village shall post on the Union bulletin board an accumulative total of overtime in any given fiscal year on a monthly basis. Any grievance relating to perceived discrepancies in this summary must be reported to the Public Works Director within ten (10) business days of posting.

#### **SECTION 5.9: NO PYRAMIDING**

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Agreement.

### **ARTICLE VI SENIORITY**

#### **SECTION 6.1: DEFINITION**

For the purpose of this Agreement, seniority shall be defined as an employee's length of full-time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person is hired on the same day, seniority preference will be established alphabetically.

#### **SECTION 6.2: BREAKS IN SERVICE**

An Employee's seniority and service record shall be broken by:  
Voluntary resignation;  
Discharge for just cause; and  
Retirement.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record for seniority purpose only.

**SECTION 6.3: SENIORITY LIST**

The Village will post a seniority list by Division (i.e., MWI, MWII, Mechanics, Operator, etc.) of all employees in the bargaining unit setting forth each employee's seniority date on a regular basis and/or anytime the list changes. The Village shall not be responsible for any errors in the seniority list unless it is brought to the attention of the Village in writing within twenty (20) business days after the posting of the list.

**SECTION 6.4: PROBATIONARY PERIOD**

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure. (Employees employed for six or more months at the execution of this initial contract shall be considered to have passed their probationary period)

A probationary employee shall have no seniority, except for purposes of requesting scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

During the probationary period, sick leave, personal days and vacation benefits (collectively "leave benefits") shall accrue. However, leave benefits shall not vest until the satisfactory completion of the probationary period. Should the employment of the probationary employee be terminated, for any reason, prior to the satisfactory completion of the probationary period, any such accrued leave benefits shall be forfeited.

**ARTICLE VII  
FILLING OF VACANCIES**

**SECTION 7.1: BARGAINING UNIT VACANCY**

A vacancy is created when the Village determines to increase the work force or fill a position when any of the following personnel transactions take place within the bargaining unit: terminations (for just cause), promotions, resignations, transfers or demotions (for just cause).

**SECTION 7.2: POSTING**

Whenever a vacancy occurs within the Public Works Department in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all Union bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so by submitting a written request to the Human Resources Office.

**SECTION 7.3: SELECTION**

Except as provided below, the Village shall fill the permanent vacancy by hiring, promoting, or transferring the most qualified candidate. Qualifications shall be based upon skill, ability, experience (with the Village and/or outside experience), education, and training. However, the Village shall not hire an outside candidate as a Maintenance Worker II unless there are no qualified Maintenance Worker I candidates currently working for the Village.

In addition, an employee who is transferred or promoted shall maintain his/her years of service with the Village so that he/she is compensated as if he/she always worked in the new position up to and including the second year step. No transferred or promoted employee will be placed in a step greater than step two (i.e., a five year MWI promoted to MWII will be placed and paid at step 2 of pay). Likewise, the Village reserves the right to hire an outside candidate and at the discretion of the Human Resource Director, newly hired employees who have previous experience, may be placed in the wage schedule up to and including the second step. The employee's anniversary date shall remain his/her hire date, not the promotion/transfer date or step.

## **SECTION 7.4: INVOLUNTARY TRANSFER**

Should the Village need to move bargaining unit employees between divisions because of a temporary personnel shortage, it shall do so by permitting employees to volunteer for such assignment in order of seniority among those qualified to perform the work. If enough volunteers cannot be found, the Village may assign employees among those qualified to perform the work. However, an employee shall not be transferred for more than one (1) year without his/her agreement. The transferee shall be paid at the higher rate of pay.

## **ARTICLE VIII LAYOFF AND RECALL**

### **SECTION 8.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month.

### **SECTION 8.2: LAYOFF PROCEDURE**

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any bargaining unit employee(s), all seasonal, temporary, probationary and part-time employees in the effected classification shall be laid off. Non-bargaining unit employees qualified to perform bargaining unit work shall not be utilized for a period of more than thirty (30) consecutive days to perform such work in the effected classification while a layoff condition exists.

When the least senior employee(s) in an affected classification is laid off, that employee will have the opportunity to displace any less-senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

### **SECTION 8.3: RECALL**

Employee(s) who are laid off shall be placed on a recall list for a period of twelve (12) months. Employee(s) on the recall list shall be recalled in seniority order (most senior first) provided they are fully qualified to perform the work available.

Employee(s) eligible for recall shall be given twenty-one (21) calendar day's notice of recall with the first day being the date the notice is received by the employee. The notice of recall shall be sent by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his/her designee of his/her intention to return to work within seven (7) calendar days after receiving a notice of recall. 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 to the Human Resources Officer. If an employee fails to respond to recall, or report for work upon recall in a timely fashion, the employee shall lose all recall rights. Employees on layoff must notify the Village of Algonquin within twenty-one calendar days of any change of address. This notification must be sent certified mail and return receipt.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination, which includes drug testing to determine current fitness to perform work.

Employees on layoff who are recalled to work shall have their seniority restored.

## **ARTICLE IX DISCIPLINARY PROCEDURES**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The following forms of discipline are considered progressive and are listed in order of increasing severity. However, the Village may skip any level of discipline based on the severity of the incident.

- (A) Oral warning with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.

- (B) Written reprimand with copy of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.
- (C) Suspension without pay with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee and a Union Steward.
- (D) Discharge with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to employee and a Union Steward.

Prior to actual imposition of any discipline, 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. Per this agreement (and the Illinois Public Labor Relations Act), the Village recognizes the Union's right to represent its employees in any disciplinary process and recognizes the employees' rights to have Union representation during the disciplinary and grievance processes including the right to have a Union representative present during investigatory interviews.

The Village may maintain, in an employee's personnel file, written documentation of oral warnings and written reprimands. However, except where an employee has exhibited a pattern of conduct, which was the subject of a warning or reprimand, and except in cases involving discrimination, harassment, insubordination, misuse of equipment, and drug or alcohol usage, the Village agrees that any such warning or reprimand shall not, after the passage of two years, be considered in determining subsequent discipline.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **SECTION 10.1: DEFINITION**

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation, or misapplication of this Agreement.

### **SECTION 10.2: PROCESSING OF GRIEVANCE**

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

### **SECTION 10.3: GRIEVANCE STEPS**

#### **STEP ONE: SUPERINTENDENT**

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's appropriate Division Superintendent within twenty (20) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within twenty (20) business days.

#### **STEP TWO: DIRECTOR OF PUBLIC WORKS**

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Public Works Director within fifteen (15) business days of the Step One response, or depending on the circumstances the Union may file the grievance directly at Step Two, in which case it must be filed within fifteen (15) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.

The Public Works Director shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Public Works Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Public Works Director shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

### **STEP THREE: VILLAGE MANAGER**

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Two response. The Village Manager shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference. If the conference is not scheduled, the Manager or his/her designee shall respond to the grievance in writing within twenty (20) business days of receipt of the appeal.

### **STEP FOUR: ARBITRATION**

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within thirty (30) business days of the Step Three, response. The parties shall attempt to agree upon an arbitrator within ten (10) business days. If the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

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

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

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

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

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

### **SECTION 10.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form, which shall be provided by the Union and attached as Appendix B. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), 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 or the Union representative who filed the grievance and by the Village representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

### **SECTION 10.5: TIME LIMITS**

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, may be waived or extended by agreement between both the Village and the Union.

### **SECTION 10.6: PAID TIME**

The grievant(s) and Union Steward(s) shall not be paid for time spent in grievance meetings unless scheduled during work time. Employees attending arbitration hearings will not be paid unless they utilize accrued benefit hours.

**ARTICLE XI  
HOLIDAYS AND PERSONAL DAYS**

**SECTION 11.1: GENERAL INFORMATION**

All full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Friday before Easter	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

These holidays shall not be scheduled on a Saturday or Sunday. All holidays referenced within this contract are assumed to be those listed in this Section (11.1).

**SECTION 11.2: SPECIFIC APPLICATIONS**

(A) The Village Manager or his designee will post by December 15<sup>th</sup> a schedule of days off for the Village observed holidays that fall in the next calendar year. Where applicable the actual calendar holiday will serve as the official day for benefits and compensation (i.e., if the 4<sup>th</sup> of July is on Sunday, and the Village is off on Monday the 5<sup>th</sup>, Holiday OT per this contract will be paid on Sunday the 4<sup>th</sup>. All employees will receive the 8 hours regular pay on Monday the 5<sup>th</sup>, and those who are called in to work OT on Monday the 5<sup>th</sup> will be paid at 1 ½ at their applicable pay). However, in no event shall the Village schedule any holiday on a Saturday or Sunday.

(B) To be eligible for holiday pay, employees must work the scheduled day prior to the holiday and their regularly scheduled day after the holiday, unless otherwise approved. If absent either or both of these days due to claimed illness, the Village may require acceptable written verification signed by a doctor as proof of such illness, provided the Village requests such verification within twenty-four (24) hours of the employee's return to work.

**SECTION 11.3: HOLIDAY PAY**

In addition to the normal eight (8) hours holiday pay benefit, employees shall be paid two (2) times his/her regular hourly rate of pay for all hours worked on a holiday (as designated in Section 11.1).

**SECTION 11.4: PERSONAL DAYS**

Newly hired regular full-time employees will receive one personal day on the completion of their third month, sixth month and ninth month of service to be utilized prior to their one-year anniversary. Thereafter, regular full-time employees who have completed one (1) full year of employment receive three (3) paid personal days\* to be absent from work. These three days must be used by the end of the fiscal year they are provided in. \*After your first anniversary date, personnel days are awarded at the beginning of every fiscal year (May 1).

Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Personal days can be carried over from one year to the following year (with the approval of the Public Works Director), but they may not be taken on any of the above listed holidays. Any personal days carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. Personal day(s) not taken by the end of the year shall be paid to the employee. Any accrued personal days unused and due to the employee shall be paid to the employee upon his/her resignation or retirement from employment. In the event of death, any personal days unused shall be paid to the designated beneficiary of the deceased employee.

**ARTICLE XII  
VACATIONS**

**SECTION 12.1: VACATION ACCRUAL**

Bargaining unit employees shall earn vacation as follows:

Years of Service	Vacation earned
Less than 1 year	None
After 1 year	6 days
At 2 years, but less than 5 years	11 days
At 5 years, but less than 11 years	17 days
At 11 years, but less than 18 years	22 days
At 18 years or longer	26 days

All regular full-time employees of the Village earn vacation hours which are determined by length of service according to the following parameters: a lump-sum vacation benefit is earned at the completion of one (1) full continuous year of service according to the table in Section 12.1, and thereafter vacation hours are earned at the end of each month of full service, based on the employee's hire date. Other than during the first year of employment, one-twelfth of the vacation benefit for a given year is earned each month. Beginning with and during the second year of employment, the vacation hours earned by an employee for having completed the first year of service are available for use, as well as the vacation hours as they are earned monthly during the second year. Subsequent years of service follow the same pattern as shown in the table in Section 12.1. For example: An employee hired on 1/6/97 will receive 6 days (48 hours) of vacation on 1/6/98. He/she then begins to accrue 7.33 hours of vacation each month (totaling 11 days by 1/6/99) to be used by 1/6/00. The vacation that he/she earns between 1/6/99 and 1/6/00 should be used by 1/6/01.

Vacation time that has been earned and/or accrued may be taken during the anniversary year in which it is available. The term "anniversary year" means the period of twelve (12) months following each annual anniversary of the employee's hire date. The Village recognizes that in some instances employees may not be able to use all of their available vacation during their anniversary year. The Village Manager may therefore authorize an employee to carry over vacation time from one anniversary year to the next, which shall be limited to a maximum of five (5) days and which must be used within the next anniversary year. No carry-over vacation may be accumulated to a subsequent year. An employee must submit a written request for carry-over, no later than thirty (30) days prior to his anniversary date, explaining the special conditions that should be considered as to why the carry-over should be granted. The employee's request shall not be unreasonably denied. If an employee fails to utilize vacation time within the time required, the Village may, in the exercise of its discretion, require an employee to utilize vacation time, as specified by the Village, or it will pay the employee for unused vacation.

No paid vacation time may be taken in excess of or in advance of earned vacation time without advance written approval of the Village Manager. Vacation time is not earned and does not accrue while an employee is on a leave without pay. If a payday falls during an employee's scheduled vacation, he may not receive his paycheck in advance. Vacation benefits are designed for employees to have occasional rest and recreation away from the workplace. Therefore employees should take their vacations, and pay in lieu of vacation shall not be permitted (except when an employee is leaving the employ of the Village and has or will have unused earned vacation time by the time of their final day of work), unless evidence of extenuating circumstances is presented to the satisfaction of the Department Head and the Village Manager.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

**SECTION 12.2: VACATION USAGE**

Employees may take vacation in no less than four (4) hour increments.

If a holiday should fall during the scheduled vacation period, the employee shall not be charged for Vacation on the holiday.

Vacation time shall be scheduled and taken with the approval of the employee's supervisor. Sealed vacation bids should be submitted to the employee's supervisor by December 15<sup>th</sup> of each year (or by the Friday prior if December 15<sup>th</sup> falls on a



Saturday or Sunday) for vacation to be booked in the subsequent year. Vacation bid requests will be opened at the end of business that day. If two or more requests for the same time off are made simultaneously and cannot be granted then the selection will be made by seniority. All other vacation time will be scheduled on a first-come, first-served basis. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request. Vacations will be scheduled on a "first-come, first-served" basis. If two or more requests for the same time off are made simultaneously and cannot be granted then selection will be made by seniority. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request.

Employees must submit vacation requests of more than three (3) days to their Department Heads no later than ten (10) business days prior to the requested vacation. Vacation requests of three (3) or less days require a 48-hour advance notice unless otherwise approved by the immediate supervisor.

From the Saturday following the last Friday in September to the Sunday prior to the first Monday in May, one primary driver may be on vacation. The primary driver must secure a replacement approved by their supervisor and the Street Superintendent, before the start of the vacation. During this same period, two secondary drivers may be on vacation at the same time unless otherwise approved by the immediate supervisor and the Street Superintendent. Nothing herein prohibits the Village from approving additional vacation requests. At no time can a primary and secondary driver on the same route be on vacation at the same time. Allowance for 2 back up drivers to be on vacation at the same time should include the fact that the drivers themselves must offer a "qualified" back up in order to be approved by their supervisor and the Street Superintendent for all days not available including Saturday and Sunday.

Should extenuating circumstances prevent employees from taking all of their earned vacation within the one year time period, employees may request to carry the remaining vacation time over into the next year. The Village is not obligated to grant such requests. If an employee's scheduled vacation is canceled or an employee is recalled from a vacation in progress because his services are required by the Village, the employee will be allowed to carry over those vacation days to the following anniversary year if necessary. Any vacation time carried over to the next anniversary year must be used by the end of that anniversary year, or it shall be paid to the employee. In the event of a canceled or recalled vacation where carryover has occurred, not more than one year's permitted vacation period shall be taken at one time without the prior written approval of the Village Manager. If vacation time is not used in the required period, the Village reserves the right to require the employee to take the time off.

### **SECTION 12.3: VACATION PAY**

Vacation pay shall be paid at the rate of the employee's straight time hourly rate in effect for the employee's job classification on the payday immediately following the employee's vacation. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee.

## **ARTICLE XIII LEAVES OF ABSENCE**

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

#### **Accrual**

After ninety (90) days of their initial employment, employees will accrue sick leave at the rate of one (1) sick day for each calendar month of service. Employees may accrue a maximum of 240 days or 1920 hours of sick leave.

#### **Use**

Sick leave will be granted to an employee who is unable to report to work during his/her regular work schedule (non-overtime work) due to non work-related illness or injury that prevents him/her from effectively performing his/her job or to care for a family member. Sick leave shall also be granted for any form of preventive medicine or treatment that requires the employee to take time off during normal hours to see his/her doctor, receive hospital or clinical services, dental care, optometrist appointment, and other similar medical attention.

**Proof of Illness**

If sick leave is used for more than three (3) consecutive days medical proof of illness or injury may be required by the Department Head or his/her designee if he/she reasonably believes that the employee has abused sick leave before an employee may return to work or receive sick leave benefits. If the Department Head or his/her designee reasonably believes that an employee has exhibited a pattern of abusing sick leave, written notice of that belief shall be given to the employee. Thereafter, the Village may request medical proof of illness or injury before the employee may return to work or receive sick leave benefits. Notwithstanding the foregoing, any time an employee has utilized sick leave for more than three (3) consecutive days, the Village may, before an employee may return to work or receive sick leave benefits, request medical proof of illness or injury when the Department Head or his/her designee reasonably believes the employee has abused sick leave.

**Notification of Usage**

Absent emergency, notice of absence due to illness or injury shall be given to a member of management at the earliest opportunity but no less than thirty (30) minutes before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be treated as an absence without pay. In the case of an extended illness, notification of absence shall occur as directed by supervision.

**Sick Leave Accumulation and Buy Back**

If an employee does not use any sick days in any calendar year, the Village, at the employee's option, shall buy back four (4) sick days.

An employee who uses less than four (4) days sick leave in the one (1) year period between January 1<sup>st</sup> and December 31<sup>st</sup> may receive (at the employee's option) payment (at the hourly rate as of December 31<sup>st</sup>) for the difference between four (4) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1<sup>st</sup> of any year are not eligible for this payment in the year in which they are hired. An employee must work the entire year to receive any payment under this program, excluding usage under the FMLA.

In addition, upon separation, the Village shall pay to the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 200 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one half of the 26 days that are in excess of the 60 days).

**SECTION 13.2: DISABILITY LEAVE**

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

**SECTION 13.3: FUNERAL LEAVE**

Regular full-time and regular part-time employees shall, in the event of the death of an immediate family member, be granted a paid leave of up to three (3) workdays for bereavement. In the event of the death of an extended family member, employees may be granted a paid leave of up to one (1) workday. For the purposes of this section, "work day," means the number of hours or portion of a day that the employee would normally have worked. Vacation, sick, or personal days may be used if additional time off is needed. For the purpose of this section, immediate family is defined as spouse, child, stepchild, foster child, legal guardian, brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, and spouse's grandparent. Extended family member is defined as aunt, uncle, niece, nephew, and cousin. The employee's Department Head must approve all requests for leave with pay because of a death in the family and will determine the number of days of leave to be granted to the employee based on the circumstances, including but not limited to any travel distance.

**SECTION 13.4: MILITARY LEAVE**

Military leave and re-employment rights will conform to applicable federal and state law.

### **SECTION 13.5: JURY OR WITNESS DUTY LEAVE**

Regular full-time or regular part-time employees shall receive full pay for time not worked while serving on jury duty for the term of the jury service, or testifying as a witness on behalf of the Village, or testifying pursuant to a subpoena regarding matters related to their employment with the Village. To receive full pay, employees shall endorse or turn over to the Village any payment received for such jury or witness duty, such as jury pay vouchers and checks, or other forms of compensation for witness fees. The employee will then receive his regular paycheck at the regular time.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify their Department Head so that proper arrangements for the employee's absence may be made. Failure to notify their Department Head in a timely manner may result in the employee not being compensated for such civic duty.

Employees serving on jury duty or as a witness on behalf of the Village will continue to accrue vacation, sick leave, and other similar benefits.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees, or in a case which is personal and not related to Village operations or the employee's employment with the Village.

### **SECTION 13.6: FAMILY AND MEDICAL LEAVE**

It is the policy of the Village of Algonquin to comply with all provisions of the Family and Medical Leave Act (FMLA). For benefit coverage and procedures under this program, please refer to Appendix C.

### **SECTION 13.7: TIME OFF TO VOTE**

Employees working in excess of their regularly scheduled workday will be granted necessary time off without pay to vote in formal local, state and national elections. When required to stay for overtime, it is the employees' responsibility to notify their supervisor of their intent to exercise their right to vote in that day's election. If no bargaining members are willing to stay over, reverse seniority will be implemented to schedule employees for said overtime assignment.

### **SECTION 13.8: DISCRETIONARY LEAVE OF ABSENCE**

All regular full-time employees may be granted leaves of absence after they have been employed for six (6) full months. For the purpose of this section, "leaves of absence" or "personal leaves" are defined as time taken off from work for personal reasons, such as educational purposes, travel, or other personal circumstances, that are not covered by the provisions of the Family and Medical Leave Act.

Leaves of absence shall be without pay.

Requests for leaves of absence must be presented in writing to the Human Resources Director at least one (1) month in advance of the date the requested leave is to begin or as soon as the employee becomes aware of the situation giving rise for the need for the leave in order to be considered. The written request for leave must include the reason for the request, the anticipated length of the leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Requests will be reviewed and a decision will be made which considers the needs of the employee and of the department and of the Village. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the Village Manager and/or the Human Resources Director and/or their designee. Extensions of a leave of absence already being taken must be requested in writing to the Village Manager no later than sixty (60) days before the current leave will expire, and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one (1) year limit.

Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance, and retirement plans (if applicable) in full force during his or her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted by law during the absence. Such arrangements must be made with the Human Resources Director prior to going on leave. Failure to make such arrangements, or failure to make the required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage. No other benefits shall accrue during a leave of absence. However, seniority rights are maintained as of the date the leave began.

Employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, will be considered for the position. When determining who to place in the open position, the Village shall consider the individual's length of service with the Village prior to going on the leave of absence. Additionally, the leave of absence and the reason therefore shall not negatively affect the Village's decision.

If, at the conclusion of an approved leave of absence, the employee fails to return to work, that employee shall be considered as having abandoned his job and having voluntarily terminated his employment.

**ARTICLE XIV  
HEALTH INSURANCE**

**SECTION 14.1: HEALTH INSURANCE COVERAGE**

If the employee elects the group health and hospitalization insurance and dental insurance provided by the Village, that plan shall be the same group health and hospitalization insurance and group dental insurance that is provided to all other Village employees. If the Village desires to change the Village plan, or any part thereof, it shall notify the Union prior to such changes. No changes shall be made unless they are made for all Village employees.

**SECTION 14.2: COST OF MEDICAL AND DENTAL INSURANCE**

The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and employees shall be provided with the same coverage provided to non Union personnel at the Village. Employees shall be responsible to contribute to health insurance premiums for other than individual coverage as set forth below:

**Single plus one and/or  
Family coverage**

15% a month of the actual and total premium paid by the Village for invoice(s) for the coverage (i.e. \$112.48 which is 15% of the actual \$749.87 paid by the Village for health and dental premium for family HMO coverage.) (i.e. \$170.08 which is 15% of the actual \$1133.88 paid by the Village for health and dental premium for family PPO coverage).

If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee's contribution even if the Village changes the cost for other Village employees.

Premiums paid by employees in the bargaining unit will not exceed those paid by other non-administrative employees.

**SECTION 14.3: TERM LIFE INSURANCE**

The Village will provide life insurance coverage for each bargaining unit employee in an amount of \$25,000. The Village will contribute 100% of the total cost for this Basic Life Insurance benefit. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and employees shall be provided with the same coverage provided to non-Union personnel at the Village.

A voluntary Supplemental Life Insurance program will continue to be offered to eligible employees at rates regulated by the insurance carrier. Bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee's contribution even if the Village changes the cost for other Village employees.

**ARTICLE XV  
EMPLOYEE SAFETY, TRAINING AND EDUCATION**

**SECTION 15.1: POLICY**

All bargaining unit members will be trained on proper safety techniques according to State, Federal and Manufacturing guidelines for the tasks that they are assigned.

Employees will be required to follow the current guidelines indicated in the Personal Protective Equipment Policy.

**SECTION 15.2: REIMBURSED TRAINING**

The Village agrees to compensate all permanent full-time employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the Village requires an employee to attend. The Village may provide a vehicle for the employee to use to attend the seminar. When an employee is required to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking and garage charges. Employees shall be reimbursed for the actual cost of meals, up to \$5.00 for breakfast, \$6.00 for lunch and \$16.00 for dinner. Receipts are required for all reimbursements. No reimbursement for alcohol will be made. In the event that an employee needs to stay overnight at such training/school session, the Village will set up and pre-pay for lodging as long as the employee provides the Village notice at least 15 days in advance of said training. Likewise, the Village will pay for training that an employee is required to attend because the Village required that employee to attend said training.

Employees shall not receive any additional compensation for training courses for school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's nonscheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.

The Village shall reimburse all bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Driver's Licenses. Any testing will be on Village time and the Village will pay all fees for the test.

**SECTION 15.3: EDUCATIONAL INCENTIVE**

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from his Department Head and the Village Manager as soon as possible. The Village Manager shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement that is not classified as such.

If approved, reimbursement will be made for tuition and may be made for required books, or required class materials, upon submission of written receipts for same, according to the following schedule, only after completion of the course or training session:

Grade A -	90%
Grade B -	75%
Grade C -	50%
Grade D or F -	no reimbursement
Pass/Fail -	70% for Pass

Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes, which an educational institution requires to be taken to satisfy general degree requirements and which are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses must take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships that they are eligible to apply for or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is \$1000.00 in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

Employees wishing to participate in the Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when the request is granted.

## **ARTICLE XVI SAFETY**

### **SECTION 16.1: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

### **SECTION 16.2: SAFETY GRIEVANCE**

A grievance involving an alleged violation of this Article shall be submitted directly to Step One of the grievance procedure and a grievance hearing shall be promptly scheduled.

## **ARTICLE XVII LABOR-MANAGEMENT MEETINGS**

### **SECTION 17.1: MEETING REQUEST**

The Union and the Village may meet in the interest of promoting harmonious relations. Such meetings shall be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

### **SECTION 17.2: CONTENT**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Sub-contracting concerns may not be raised at such meetings.

### **SECTION 17.3: REPRESENTATION**

The Village shall be represented by the Human Resources Director and the Public Works Director and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

## **ARTICLE XVIII SUBCONTRACTING**

### **SECTION 18.1: GENERAL POLICY**

No bargaining unit employees shall be laid off or have their number of regular work hours reduced as a result of any decision by the Village to subcontract any work normally and traditionally performed by the employees covered by this agreement unless the employees are not qualified to perform the work, or if the work would subject the employees to a hazardous or unsafe condition, or the Village does not have enough employees to maintain appropriate staffing.

## **ARTICLE XIX UNIFORMS, TOOLS, AND EQUIPMENT**

### **SECTION 19.1: UNIFORMS**

Bargaining members shall comply with the attached copy of the Village of Algonquin's Uniform Policy (Appendix D). At the Union's request, the Village will discuss the Uniform Policy at Labor/Management Meetings.

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

Bargaining members shall comply with the attached copy of the Village of Algonquin's PPE Policy (Appendix D). Once per year, on or about the September 1st, the Village will provide each employee with boots up to the maximum cost of \$175.00, based upon need. Should the employee choose to buy an approved boot from a designated supplier that exceeds the \$175.00, the employee shall pay the difference at the time of purchase. The employee must demonstrate need for new boots to his/her supervisor by the above date so that Public Works Administration can produce purchase vouchers for the employees in a timely fashion. Once the employee has secured his new boots, the old boots will be turned into the supervisor for disposal within 60 days of the date of purchase. This will allow the employee ample time to break in the new boots and insure that each individual is wearing safe, sturdy, and presentable footwear at all times. An employee will be allowed to keep one worn (second) pair of boots in his/her possession for working in dirty or messy conditions, such as asphalt paving. Should an individual have a pair of boots fail mid-year or if it was determined there was no need for replacement at the September 1st date and the footwear subsequently failed, then these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of footwear will not be a reason for immediate replacement.

### **SECTION 19.3: WINTER CLOTHING**

Winter Gear is defined as: a two-piece set (jacket and pants/bib overalls) or a one-piece coverall. Prior to November 1st of each year, each new employee will be provided one set of winter gear. Once per year, on or about September 1st, the Village will place an order for winter gear. Existing employees must demonstrate need for new winter gear to his/her supervisor by the September 1 date so that Public Works Administration can order and process all winter gear in a timely fashion for distribution by as close to the November 1 date, as possible. When new winter gear is distributed, the employee must turn in his/her old article to receive the replacement. This will insure that each individual is wearing durable and presentable winter gear at all times. Should an individual have a piece of winter gear fail mid-year due to extreme wear or damage, these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of winter gear will not be a reason for immediate replacement.

### **SECTION 19.4: TOOL ALLOWANCE**

The Village will reimburse employees for personally owned tools that are approved by his/her supervisor for use in the employee's job and are damaged while performing tasks associated with that job (unless manufacturer's warranty cover replacements), as long as the broken tool is presented as claimed.

**ARTICLE XX  
PERSONNEL RECORDS**

**SECTION 20.1: PERSONNEL RECORDS, RIGHT OF INSPECTION AND COPIES**

The personnel record is available for an employee and/or his/her designee to review. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments.

An employee, or his/her designee, can inspect his or her own personnel file twice a year. To inspect your personnel file, you should take the following steps:

Submit a written request to inspect your personnel file to the Human Resources Director.

Every employee will normally be allowed to inspect his or her personnel file within seven days from the date of the written request. If the Village cannot reasonably meet this seven day time period, it may request a seven-day extension.

Every employee will be allowed to inspect his or her personnel file at the Village Hall during the Human Resources Department's normal business hours, unless other arrangements are agreed upon. Any employee wishing to inspect his/her personnel file within the employee's normal working hours may do so only with prior permission of the employee's superintendent or the Public Works Director. No employee can remove his or her personnel file from the Village Hall, but the employee may request the Village to mail a copy of his or her personnel file if the employee is unable to inspect it at the Village Hall. Employees may request copies of any documents in their file. The Village shall provide copies of up to ten (10) pages, not including medical records, at no cost to the employee every calendar year. For medical records, and copies in excess of ten pages per year, the employee shall pay fifteen cents per copy.

By law, there are some items which might be kept in an employee's personnel file which the employee has no right to inspect as enumerated in the *Personnel Record Review Act, 820 ILCS 40/10*. The employee is not entitled to review such items.

If an employee disagrees with any information contained in his or her personnel file, the information may be removed or corrected by mutual agreement of the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement of his or her position, which the Village will attach to the disputed record.

**SECTION 20.2: ACCIDENT REPORTS**

Copies of any and all Village of Algonquin accident reports signed by bargaining unit employees shall be available for review upon request at no cost to the employee.

**ARTICLE XXI  
EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 21.1: EMPLOYEE ASSISTANCE PROGRAM**

Bargaining unit employees may participate in the Village's Employee Assistance Program (EAP). The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

**ARTICLE XXII  
NON-DISCRIMINATION**

**SECTION 22.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.



**SECTION 22.2: UNION ACTIVITY**

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. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

**ARTICLE XXIII  
NO STRIKE / NO LOCKOUT**

**SECTION 23.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

**SECTION 23.2: NO LOCKOUT**

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

**ARTICLE XIV  
WAGES AND LONGEVITY**

**SECTION 24.1: WAGE RATES**

See Appendix A attached hereto and made a part hereof.

Bargaining unit members step placement is reflected in their wages attached hereto as Appendix B. For the May 1, 2011 through April 30, 2012 contract year, no employees will move steps and will only receive the increase as reflected in Appendices A & A-I.

**SECTION 24.2: TEMPORARY UPGRADE ASSIGNMENTS**

Bargaining unit members assigned (via written correspondence by the Public Works Director acknowledging actual days assigned and that will be paid for) as acting Foreman, or acting Chief Water/Waste Water Operator for three (3) or more consecutive days (including Saturdays, Sundays, and Holidays) shall be compensated a flat stipend of \$40.00 per day for all Days worked in addition to their regular pay.

**SECTION 24.3: LONGEVITY**

For the term of the agreement, longevity payments shall be made according to the following schedule:

<u>Years of Service</u>	<u>Annual Longevity Payment</u>
10 Years	\$500
15 Years	\$1000
20 Years	\$1500

On the anniversary when the employee reaches the 10 year (or greater) of service the Village will add to the employees hourly rate the longevity payment (divided by 2080) respectfully (i.e., on the 10<sup>th</sup> anniversary an employee will be paid his base pay plus his hourly rate will increase by \$ .24, then on the 15<sup>th</sup> anniversary an additional \$ .24 an hour will be added and then an additional \$ .24 added on the 20<sup>th</sup> anniversary). For clarification, any and all raises will be calculated using base pay not base pay plus longevity pay.

**ARTICLE XXV  
DRUG AND ALCOHOL POLICY**

The policy in effect as of the execution of this agreement shall remain in effect throughout the duration of the Agreement. The Village shall not change the policy in any way without first notifying the Union and negotiating with the Union prior to any such change(s). The policy is attached as Appendix E.

**ARTICLE XXVI  
SAVINGS CLAUSE**

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

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

**ARTICLE XXVII  
TERMINATION**

This Agreement shall be effective as of the first day of May, 2010 and shall remain in full force and effect until the thirtieth day of April, 2012, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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


Executed this 7 day of April, 2010.

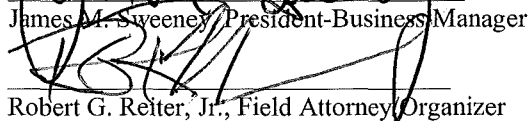
FOR THE VILLAGE OF  
OF ALGONQUIN

FOR THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS LOCAL 150

**ORIGINAL EXECUTED CONTRACTS ON FILE WITH THE VILLAGE AND THE UNION**

  
William J. Ganek Village Manager

  
James M. Sweeney, President-Business Manager

  
Robert G. Reiter, Jr., Field Attorney/Organizer

## APPENDIX A

NOTE: Step movement according to placement chart for 5/1/2010-4/30/2011 - No step movement for 5/1/2011-4/30/2012.

<b>MWI &amp; Service Tech Step &amp; Grade</b>			<b>MWII &amp; PW Tech Step &amp; Grade</b>		
	5/1/2010- 4/30/2011	5/1/2011- 4/30/2012		5/1/2010- 4/30/2011	5/1/2011- 4/30/2012
Starting	\$37,879.41	\$38,637.00	Starting	\$42,818.14	\$43,674.50
Step 1	\$39,205.19	\$39,989.29	Step 1	\$46,353.92	\$47,281.00
Step 2	\$40,577.37	\$41,388.92	Step 2	\$47,814.07	\$48,770.35
Step 3	\$41,997.58	\$42,837.53	Step 3	\$49,320.21	\$50,306.61
Step 4	\$43,467.49	\$44,336.84	Step 4	\$50,873.80	\$51,891.28
Step 5	\$44,988.86	\$45,888.64	Step 5	\$52,476.32	\$53,525.85
Step 6	\$46,563.47	\$47,494.74	Step 6	\$54,129.33	\$55,211.92
Step 7	\$48,193.19	\$49,157.05	Step 7	\$55,834.40	\$56,951.09
Step 8	\$49,879.95	\$50,877.55	Step 8	\$57,593.18	\$58,745.04
Step 9	\$51,625.75	\$52,658.27	Step 9	\$59,407.37	\$60,595.52
Step 10	\$53,432.65	\$54,501.30	Step 10	\$61,278.70	\$62,504.27
Step 11	\$54,325.41	\$55,411.92	Step 11	\$61,886.14	\$63,123.86

<b>Mechanic Step &amp; Grade</b>			<b>Operator - Lab Technician Step &amp; Grade</b>		
	5/1/2010- 4/30/2011	5/1/2011- 4/30/2012		5/1/2010- 4/30/2011	5/1/2011- 4/30/2012
Starting	\$46,620.81	\$47,553.23	Starting	\$45,598.48	\$46,510.45
Step 1	\$48,020.05	\$48,980.45	Step 1	\$47,034.83	\$47,975.53
Step 2	\$49,459.92	\$50,449.12	Step 2	\$48,516.43	\$49,486.76
Step 3	\$50,943.73	\$51,962.60	Step 3	\$50,044.70	\$51,045.59
Step 4	\$52,472.57	\$53,522.02	Step 4	\$51,621.10	\$52,653.52
Step 5	\$54,046.44	\$55,127.37	Step 5	\$53,247.17	\$54,312.11
Step 6	\$55,668.64	\$56,782.01	Step 6	\$54,924.46	\$56,022.95
Step 7	\$57,338.06	\$58,484.82	Step 7	\$56,654.58	\$57,787.67
Step 8	\$59,058.00	\$60,239.16	Step 8	\$58,439.19	\$59,607.97
Step 9	\$60,829.74	\$62,046.33	Step 9	\$60,280.03	\$61,485.63
Step 10	\$62,637.38	\$63,890.13	Step 10	\$62,178.85	\$63,422.43
			Step 11	\$64,203.56	\$65,487.63

<b>Senior Mechanic - Stock Coordinator Step &amp; Grade</b>		
	5/1/2010- 4/30/2011	5/1/2011- 4/30/2012
Starting	\$47,822.34	\$48,778.79
Step 1	\$49,257.01	\$50,242.15
Step 2	\$50,734.72	\$51,749.41
Step 3	\$52,256.76	\$53,301.90
Step 4	\$53,824.46	\$54,900.95
Step 5	\$55,439.20	\$56,547.98
Step 6	\$57,102.37	\$58,244.42
Step 7	\$58,815.45	\$59,991.76
Step 8	\$60,579.91	\$61,791.51
Step 9	\$62,397.31	\$63,645.26
Step 10	\$64,269.23	\$65,554.61
Step 11	\$65,391.92	\$66,699.76

**APPENDIX - A-I**

<b>LAST</b>	<b>FIRST</b>	<b>YEAR 1 5/1/2010</b>	<b>YEAR 2 5/1/2011</b>
AUBIN	CRAIG	\$61,886.14	\$63,123.86
BANIA	MICHAEL	\$64,203.56	\$65,487.63
BARRETT	WAYNE	\$46,563.47	\$47,494.74
CARLSON	CAMERON	\$39,205.19	\$39,989.29
COSTA	SCOTT	\$48,193.19	\$49,157.05
COY	EDWARD	\$43,467.49	\$44,336.84
DEMARRE	AMANDA	\$53,432.65	\$54,501.30
FEY-KEANE	MICHAEL	\$49,879.95	\$50,877.55
FRAKE	RANDALL	\$56,654.58	\$57,787.67
GITZKE	GARY	\$50,873.80	\$51,891.28
GOAD	SCOTT	\$61,886.14	\$63,123.86
GRIGGEL	DANIEL	\$62,397.31	\$63,645.26
HALL	THOMAS	\$62,178.85	\$63,422.43
HARMENING	CHRISTOPHER	\$44,988.86	\$45,888.64
HARRIS	MICHAEL	\$49,879.95	\$50,877.55
HARTMANN	EDWARD	\$51,621.10	\$52,653.52
HYDE	DARRICK	\$44,988.86	\$45,888.64
JOHNSON	PAUL	\$44,988.86	\$45,888.64
JONAS	ANTHONY	\$46,563.47	\$47,494.74
KEMPE	RICHARD	\$48,193.19	\$49,157.05
KORDECKI	NICHOLAS	\$41,997.58	\$42,837.53
KORNFEIND	JAMES	\$53,432.65	\$54,501.30
MARTINEZ	MARC	\$49,459.92	\$50,449.12
MCFEGGAN	BRADFORD	\$39,205.19	\$39,989.29
MELNICK	BENJAMIN	\$48,020.05	\$48,980.45
MEYER	JASON	\$51,621.10	\$52,653.52
MILLER	JASON	\$52,476.32	\$53,525.85
OLMSTEAD	NICHOLAS	\$39,205.19	\$39,989.29
PIERI	ANDREW	\$61,886.14	\$63,123.86
PRATHER	BRIAN	\$58,105.50	\$58,686.56
QUADER	RAHAT	\$58,439.19	\$59,607.97
REIF	MICHAEL	\$55,439.20	\$56,547.98
RODRIGUEZ	RAYMOND	\$44,988.86	\$45,888.64
ROTH	JASON	\$49,879.95	\$50,877.55
RYTER	JUSTIN	\$54,325.41	\$55,411.92
SCHAFFTER	MICHAEL	\$46,563.47	\$47,494.74
SCHEIDLER	MICHAEL	\$53,432.65	\$54,501.30
SCHULTZ	ADAM	\$39,205.19	\$39,989.29
SEDIVY	FRANK	\$46,563.47	\$47,494.74
SHEPPARD	NICHOLAS	\$41,997.58	\$42,837.53
SLOMINSKI	STEVE	\$61,886.14	\$63,123.86
SPENK	KRISTOPHER	\$39,205.19	\$39,989.29
STOTT	MICHAEL	\$49,320.21	\$50,306.61
SZYDLOWSKI	CHRISTOPHER	\$37,879.41	\$38,637.00
TEPPER	NICHOLAS	\$39,205.19	\$39,989.29
URBAN	WILLIAM	\$54,325.41	\$55,411.92
VANEK	LAWRANCE	\$55,439.20	\$56,547.98
VOIGTS	ALEXANDER	\$54,129.33	\$55,211.92
WALL	DALTON	\$40,577.37	\$41,388.92
WEGRZYN	TIMOTHY	\$54,325.41	\$55,411.92

# INTERNATIONAL UNION OF OPERATING ENGINEERS

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

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

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

## GRIEVANCE

Use additional sheets if necessary)

Grievant's Name:

Date Filed:

### STEP ONE

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance:

Article(s) & Section(s) of Contract Violated: Including, but not limited to,

Brief Statement of Facts:

Remedy Sought:

any and all other appropriate remedies.

Given To:

Time and Date:

Grievant's Signature

Representative's Signature

### EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Positions

Response Recipient

Date

### STEP TWO

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

### EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

**STEP THREE**  
INTERNATIONAL UNION OF OPERATING ENGINEERS



Reason for Advancing Grievance:

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Given To:

Date and Time:

---

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Positions

Response Recipient

Date

**STEP FOUR**

Reasons for Advancing Grievance:

---

---

Given To:

Date and Time:

---

Grievant's Signature

Representative's Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Response Recipient

Date

## VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL

### APPENDIX A - FAMILY AND MEDICAL LEAVE ACT POLICY AND PROCEDURES

#### Section 3.10.1. Provisions

In accordance with the Family and Medical Leave Act (FMLA), and subject to the conditions stated below, the Village will grant to eligible employees up to twelve (12) weeks of job-protected unpaid family and medical leave, per twelve (12) month period, for any one or more of the following reasons:

- A. The birth of an employee's child, to care for such child or the placement of a child with the employee for adoption or foster care. (Leave for this reason must be taken within the twelve month period following the child's birth or placement with the employee. If both spouses work for the Village, each is eligible for up to twelve (12) weeks' leave).
- B. To care for the employee's immediate family member, if the immediate family member has a serious health condition; or
- C. The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.

#### Section 3.10.2. Definitions

"Twelve month period" means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

"Spouse" means married domestic partner.

"Child" means a child under 18 years of age, or 18 years of age and older, who is incapable of self-care because of a mental or physical disability as determined by the Social Security Act and Americans with Disabilities Act (ADA) regulations. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild.

"Parent" means the biological parent or an individual who stands or stood in loco parentis (in the place of a parent) to the employee when the employee was a child. It excludes parents-in-law."

"Immediate Family" means the employee's spouse, child, or parent.

"Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves:

1. Inpatient care; or
2. Any period of incapacity requiring absence from work for more than three calendar days, that also involves continuing treatment by (or being under the supervision of) a health care provider; or
3. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or
4. Prenatal care from a health care provider.

"Incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, such as caring appropriately for one's grooming or hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones, and the like.

"Health Care Provider" - means a doctor of medicine or osteopathy, or any other person determined by the Federal Government to be capable of providing health care services including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives authorized to practice by state law, and Christian Science practitioners.

"Medical necessity" means there must be a medical need for the leave, as distinguished from voluntary treatments or procedures.

### Section 3.10.3. Eligible Employee

#### A. All Employees

To be eligible for FMLA, an employee must:

1. Have worked for the Village at least 12 months (meaning the employee was maintained on the payroll); and
2. Have worked at least 1250 hours during the year preceding the start of the leave. Hours worked are determined by applying the principles of the Fair Labor Standards Act (FLSA).

#### B. Exempt Employees

FLSA exempt employees who have worked for the Village at least 12 months are presumed to have met the minimum service required for eligibility.



#### **Section 3.10.4. Request for Leave**

##### **A. No Need to Assert FMLA Rights**

Employees need not expressly assert their rights under the FMLA, or even mention the FMLA when applying for leave. It is enough to state that leave is needed for one or more of the covered reasons, listed under the heading "Family and Medical Leave Provisions" above.

##### **B. Leave for Medical Condition**

The Village may have to inquire further to determine whether the leave requested is for a serious health condition which must be supported by Medical Certification from the health care provider.

##### **C. Planning Treatment**

Upon getting notice for a leave, the Village may, for business reasons, require the employee to try to reschedule the treatment, so long as the treating health care provider approves the modification of the treatment schedule.

#### **Section 3.10.5. Notice Requirement**

##### **A. Foreseeable Leave**

1. Unpaid leave: An employee must give 30 days' notice if the leave is foreseeable and unpaid. The request for leave must be accompanied by the "Employee Leave Request Form" furnished by the Human Resources Director. If the employee fails to give 30 days' notice without having a reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides the notice.
2. Paid leave: The notice period for a foreseeable paid leave is the same which the employee is required to give to use vacation, sick leave or whatever applicable paid benefit time the employee requests, and is determined either by the Village Personnel Policy Manual, a departmental or Village-wide procedure, or the relevant section of a collective bargaining agreement applicable to that employee. The substitution of paid leave for the otherwise unpaid leave provided by the FMLA is described below.

##### **B. Unforeseeable Leave**

1. Unpaid leave: In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable under the circumstances. It is expected that the employee would give notice within one or two business days of learning of the need for the leave, except in extraordinary circumstances. The notice shall be followed by the completed "Employee Leave Request Form."

In case of a medical emergency involving either the employee's own or the immediate family member's serious health condition, the Village's otherwise required advance notice is unenforceable when FMLA leave is involved.

2. Paid leave: The provisions described under 3.10.5.A-2 above apply.

### **Section 3.10.6. Medical Certification**

#### **A. Time-frame to Submit Form**

For leaves (unpaid) taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Medical Certification" form available from the Human Resources Director within 15 days after the Village requests completion of the form, or as soon as reasonably possible.

#### **B. Subsequent Medical Opinion/Reports**

The Village may require a second or third opinion, at the Village's expense, and periodic reports on the employee's status and intent to return to work. The employee must furnish a fitness for duty report to return from a leave taken because of the employee's own serious health condition.

### **Section 3.10.7. Intermittent or Reduced Leave**

#### **A. Serious Health Condition**

If it is medically necessary, leave may be taken intermittently (a few days/hours at a time), or on a reduced leave schedule to care for an immediate family member with a serious health condition, or because of the employee's own serious health condition.

1. Medical Necessity: The treatment regimen and other information given on the "Medical Certification" form is enough to certify the medical necessity of intermittent or reduced leave. However, the employee must schedule such leave so as not to disrupt the Village's operations. Upon request, the employee shall provide the Village with the reasons why the intermittent/reduced leave schedule is necessary, and furnish a schedule of the treatment. The Village and the employee will work out a mutually agreeable schedule, subject to the approval of the health care provider.
2. Temporary Transfer: The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave, when the leave is planned for scheduled medical treatment.

**B. Department's Consent**

A leave taken intermittently or on a reduced leave schedule for the birth of the employee's child, or the child's placement with the employee for adoption or foster care, requires the department head's consent.

**C. Part-time/Variable Hours Employees**

For part-time employees and those working variable hours, the FMLA leave entitlement is calculated on a pro-rata basis whereby the 12 weeks worked immediately prior to the start of the leave are used to calculate the employee's normal workweek.

**D. Exempt Employees**

Exempt employees' salaries will be reduced by the hours taken as intermittent or reduced leave during the workweek, without affecting their exempt status.

**Section 3.10.8. Substitution of Paid Leave**

**A. Required Substitution**

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken. Substitution of accrued benefit time for unpaid leave will occur in the following order for the three qualified reasons indicated in Section 3.10.1 of this Appendix:

- |    |  |   |
|----|--|---|
| 1. | The birth of an employee's child:                  | Vacation Time, Comp Time, Personal Days, Sick Time. |
| 2. | To care for an employee's immediate family member: | Vacation Time, Comp Time, Personal Days, Sick Time. |
| 3. | The employee's own serious health condition:       | Sick Time, Vacation Time, Comp Time, Personal Days. |

**B. Combination of Paid/Unpaid Leave**

When an employee has used accrued paid benefit time for a portion of FMLA leave, the employee may request an additional period of unpaid leave for a total combined leave of 12 weeks.

### C. Right of Substitution

An employee has the right to substitute all of his/her accrued paid benefit time, so long as the Village Personnel Policy Manual or the relevant collective bargaining agreement permits the use of paid benefit time for the type of FMLA leave requested.

### Section 3.10.9. Effect on Benefits

#### A. Group Insurance

The employee's group health insurance and life insurance plan continues under the same conditions as coverage would have been provided if the employee had continuously been employed during the leave period.

#### B. Insurance Contributions

Employees' contributions to premiums continue at the same level as if they were actively employed. If there is a change in the employee's share of premium costs, they are notified of the change and expected to pay the premium they would have paid had they not been on leave.

1. Paid leave: Employees who are on paid leave will have their premium payments withheld through payroll deduction.
2. Unpaid leave: Employees who are on unpaid leave will be advised in writing at the beginning of the leave period of the amount, method, and due date of their premium payments.
3. Late payment: If an employee's premium payment is more than thirty (30) days late, the Village may terminate the health coverage. However, the coverage will be restored immediately upon the employee's return from leave.
4. Reimbursement: If the Village pays the employee's share of the premium which the employee missed during the leave, the Village may require that the employee reimburse it upon return from leave. The employee will be required to sign a written statement, at the beginning of the leave, authorizing payroll deductions for delinquent payments.
5. Premium Conversion: If applicable, the paying of insurance premiums with pre-tax dollars by employees enrolled in a premium conversion plan is described in the FMLA Administrative Procedure.
6. Employee does not return from leave: If the employee fails to return from leave for reasons other than the continuation of the employee's serious health condition, or the serious health condition of a covered family member, or circumstances beyond the

employee's control, or the employee returns to work for less than 30 days, the Village may seek reimbursement for the employer's share of the premiums paid on behalf of the employee during the period of the leave.

**C. Other Benefits**

An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, unless otherwise stated in the Village Personnel Policy Manual, collective bargaining agreement, or law. However, the employee will not lose any benefit accrued prior to the leave.

**Section 3.10.10. Job Protection**

**A. Same or Equivalent Position**

If the employee returns from leave by the end of twelve (12) weeks, or before, he/she is reinstated to the former position or an equivalent one, with equivalent pay, benefits, status, authority, and other conditions of employment as they held before going on leave.

**B. Restoration Rights**

The restoration rights of an employee returning from FMLA leave are the same as they would have been had the employee continued to work. Therefore, had the employee's position been eliminated, or the employee been terminated while actively at work, there is no right to be reinstated upon return from leave.

**C. Late Return**

If the employee fails to return by the end of twelve (12) weeks, reinstatement to the same or similar position occurs only if it is available. Otherwise, the employee's employment may be terminated.

**D. Key Employee**

An exception to reinstatement may also be made in the case of a "key employee," even if the "key employee" returns timely from leave. A "key employee" is among the 10% highest paid Village employees. "Key employees" will be notified of their status in writing when they request FMLA leave and informed as to whether there is a possibility that reinstatement will be denied after leave. Restoration may be denied if it causes substantial and grievous economic injury as defined by FMLA regulations.

Village of Algonquin



**Public Works Department**

**Wearing Apparel & Uniform Policy**

**VILLAGE OF ALGONQUIN - PUBLIC WORKS DEPARTMENT  
WEARING APPAREL & UNIFORM POLICY**

The following applies to all Maintenance I and II, Mechanics, Water Operators, Lab Technicians part-time Laborers, Foreman and additional future full and part-time positions. Only those items mentioned herein are allowed as wearing apparel. This procedure does not include the apparel required for safety purposes, including rain gear, safety vest, work gloves, eye protection, hard hats, hearing protection, respiratory devices, suspenders, and belts. These items are discussed in the Personal Protective Equipment policy (PPE) discussed under separate cover.

**Purpose**

These guidelines are established to support a functional and professional appearance and to ensure Village residents, as well as the general public, will easily recognize that an individual is an employee of the Village and a member of the Public Works Department.

**Uniforms**

The Employee shall report for and go off duty in the following prescribed uniform:

1. Regulation gray shirt as issued by the Village
2. Regulation charcoal gray pants as issued by the Village, standard or western jean cut **or regulation denim jeans supplied and maintained by Village's contractual uniform service.**
3. Work shoes or boots.

The regulation shirt shall have the Village name and the employee's name affixed separately to the upper front breast panels of the shirt. Village issued gray or maroon T-shirts may be worn in warm weather (May 1 through Sept. 30) in lieu of the regulation shirt. T-shirts shall have the Village of Algonquin emblem silk screened on the upper front breast panel of the shirt. Regulation wearing apparel and identification names, emblems, silk screening, etc., shall be issued by the Village. Shirts and T-shirts shall be worn as intended by design and should be tucked into pants. **Denim jeans are an acceptable option to the regulation uniform pant. These denim jeans are to be supplied and maintained exclusively by the Village's uniform contractor. No personally owned denim jeans are to be worn.**

When employees are requested or required to attend meetings or seminars while on duty, and the regular uniform is not appropriate attire for that gathering, this policy allows the employee the discretion as to what apparel he/she will need for that function. Because the individual is representing the Village of Algonquin when attending meetings and seminars, it is expected that the employee be neat and presentable, and dressed suitably with other attendees.

**Outerwear**

Employees will be required to wear Village authorized outerwear during cold weather. Employees may be allowed to wear personal cold weather clothing, such as long underwear and other layered clothing, provided that the outer most article of clothing is in accordance with this policy. When working indoors during the winter, the prescribed uniform shall be worn and be visible.

Village approved outerwear shall consist of the following items only. The employee is not required to possess each item, rather this is a list of items which are available to the employee. The Employee shall be responsible to acquire those items not provided which satisfy individual needs within the confines of the uniform policy. All issued outerwear shall have the Village name or logo affixed.

<u>Village Issue</u>	<u>Other</u>
1. Helmet Liners	1. Plain gray or maroon sweatshirt (hood

	permitted, Village logo optional)
2. Light Brown (Duck) Carhart coveralls, jacket, or pants	2. Plain dark gray jacket (Village logo optional unless jacket is issued by Village)
	3. Plain dark gray, black or safety orange cap or stocking cap (Village logo optional)

**Miscellaneous Items**

1. No other emblems, logos, lettering, or wording, etc. (except as issued by the Village or protected by "The First Amendment") will be permitted to be affixed to any article of wearing apparel.
2. Permanent or temporary alterations which changes the appearance of any approved wearing apparel, or covers Village identification emblems, will not be permitted. An employee attired in wearing apparel that appears to be different from that which was originally issued, or that which appears to be different from other employees as a whole, or that which does not have the Village name or the employee name (as issued), will be considered to be out of uniform.
3. If an employee chooses to wear Village issued cotton pants, he/she does so with the understanding that there may be some risk of dissatisfaction due to some undesirable characteristics of all cotton materials. (i.e., shrinking, inability to remove certain types of soiling or staining, material weight is substantially greater than synthetic materials and may not afford the wearer the expected comfort level) and that if the employee decides to return to standard issued pants he/she will be liable for any charges for the changeover. If exceptional soiling or staining occurs due to the individual's area of work which is not removable through normal laundering, and if the pants become unacceptable for future wear because of poor appearance on a continued or regular basis then the employee, rather than the Village, will be liable for additional cleaning or replacement costs. If shrinkage occurs and the pants cannot be worn because of the employee's failure to properly size to allow for shrinkage adjustments, as recommended by the manufacturer, the employee will be liable for the replacement costs.

**Employee Responsibility**

1. The Employee must wear his/her uniform at all times during any working hours and must report to work on a daily basis (including call duty responses when practical and reasonable) in a uniform which is clean and neat in appearance. Employees shall not work without shirts at any time during working hours. Short pants shall not be allowed.
2. Uniforms provided to employees are not to be worn or utilized for activities which are not related to the requirements of employment. Uniforms shall not be worn after hours in any establishments (bars, taverns, etc.) that serve alcoholic beverages. Uniform items provided by the Village are to be worn or used by the employee only.
3. Uniform Maintenance:  
Normal maintenance will be provided by the uniform service company at the expense of the Village. Additional or extraordinary maintenance or any uniforms lost or damaged by the employee (beyond normal wear and tear) shall be at the employee's expense. T-shirts and outerwear shall be the maintenance responsibility of the employee.
4. Upon the separation date of employment the employee shall return all issued wearing apparel.



5. An employee who chooses to perform normal maintenance on Village-issued uniforms (i.e. washing, dry cleaning, or mending), assumes the responsibility for damage due to fading, shrinking (from bleaching, incorrect temperature settings, etc.) or any other premature failure.
6. The standard for color retention and wear appearance for all wearing apparel will be based on the average fade and condition as provided by the uniform service company. Employees who are wearing uniforms that do not meet the standard will be considered to be out of uniform.
7. A customer service employee, or any other employee, who has continuous contact with residents (for a day or on a routine basis) will be required to wear a clean uniform shirt and pants.
8. All employees are required to have an extra change of clothing available at their workplace.

### **Supervisor Responsibility**

The Division Superintendent and Foreman shall ensure that uniforms are in appropriate condition and that they will no longer be worn when appearance is questionable. A supervisor may require that a uniform be changed because of appearance once a particular job has been completed. No Supervisor shall allow an employee to begin work without the required uniform. No employee shall be allowed to use paid time to come into compliance with this policy once he/she has reported to work out of uniform. Any Divisional Superintendent or any Foreman, whenever observing any employee to be in non-compliance with the uniform policy, shall instruct that individual to immediately report to his/her supervisor and will follow-up with a call to the employee's Superintendent. There are no circumstances in which an employee may be permitted to work out of uniform.

### **Work Boot Policy**

In an effort to reduce the possibility of an employee being seriously injured, the Village supplies each employee with safety-toe work boots and has adopted the following standard:

1. The boot must be constructed of leather or comparable material.
2. The boot must extend above the ankle in order to provide support and protection from abrasions and flying debris.
3. The boot must provide a slip resistant outer sole and protection from puncture hazards.
4. The boot shall be equipped with a crush-proof protective toe.
5. The employee and his/her supervisor must insure that the footwear conforms to this standard.

The above regulation applies to all full-time, part-time, and seasonal maintenance employees, and divisional supervisors. Boots must be approved for wearing to work by the employee's supervisor.

Meter readers and employees performing general deliveries where excessive walking is involved may wear gym shoes or walking shoes during those activities as long as prior approval is received from the appropriate Divisional Superintendent or Foreman.

### **Uniform Damage**

Any Village issued uniforms, outerwear, or any other equipment damaged during the course of work must be immediately reported to the Divisional Superintendent and/or Foreman. The supervisor will evaluate whether or not employee exercised reasonable care and whether the damage could have been prevented before issuing a replacement. An employee will be required to replace any issued item of

wearing apparel at his/her cost whenever damage occurs as a result of the employee's failure to provide reasonable care.

### **Superintendents and Public Works Administration Staff Uniforms**

All divisional Superintendents and Public Works Administration Staff are supplied with four short sleeve polo shirts and four long sleeve denim shirts. These shirts may be worn during work hours along with Village supplied uniform pants or casual pants. Division Superintendents and Public Works Administration Staff may also wear non-issued Village clothing as long as it is appropriate for their position.

### **Replacement Policy**

**In the interest of fiscal responsibility, uniforms not be replaced strictly on a time schedule, but on proof of wear. Shoes will be replaced on a minimum interval schedule of once per year. Winter outerwear will be replaced on a minimum interval of once per three years. Once these milestones are achieved, an employee may request replacement on the basis of excessive wear and true need. Determination of excessive wear and the need for replacement will be at the discretion of the Public Works Director or Assistant Public Works Director, or their designee and will always be based on common reasonability. The old garment will become the property of the employee. Employees are encouraged to keep an extra set of winter gear and extra safety shoes in their locker should they forget to bring such equipment to work.**

# VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL

## APPENDIX E - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

### Section 13.1. Statement of Policy

In order to provide a drug-free, healthful, and safe secure work environment, the Village will regulate the use of drugs and alcohol in the workplace. In addition, the purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements of the Omnibus Transportation Employee Testing Act of 1991 as delineated under U.S. Department of Transportation, Drug and Alcohol Testing Regulations 49 CFR Part 40 and 382. The drug-related and alcohol-related requirements of this law became effective January 1, 1996. The Village may therefore require: 1) any employee holding a Commercial Driver's License (CDL), and 2) all other employees for reasonable cause, to submit to a drug and alcohol test to determine the presence of alcohol or marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in the system. This screening will be conducted while the employee is on Village-paid time at Village expense and will be mandatory. All test results will remain confidential.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol by employees is prohibited on all municipal premises, in any Village owned or leased motor vehicle, or at any other location where the employee is assigned to perform work.

The procedures described below that implement this policy are general in nature, and do not necessarily describe every action that may be taken or every document that may be used, generated, or executed, whether by the Village, its insurance carriers, any testing facility, or other entity responsible for or authorized to effectuate any aspect of this policy.

### Section 13.2. CDL Employees

Pursuant to the U.S. and Illinois Department of Transportation Regulations requiring drug and alcohol testing on all employees holding a commercial drivers license (CDL), all CDL employees will be tested in the following situations:

- A. Pre-employment testing: All applicants for employment in positions covered under the U.S. and Illinois Department of Transportation Regulations must successfully complete a drug and alcohol test before performing any safety-sensitive function.
- B. Random testing: CDL employees will be subject to random drug and alcohol testing throughout the year. These employees will have no advance warnings of the random tests.

- C. Post-accident/incident testing: Drug testing will be required immediately after serious accidents or rule violations, but should be done no later than within 8 hours after said accident or rule violation. No employee may consume alcohol for 8 hours following the accident or until they undergo a post-accident alcohol test, whichever occurs first.
- (a) This municipality will require post-accident urine drug and breath alcohol testing of all employees covered by this policy.
- (b) Post-accident urine drug and breath alcohol testing will be required of each surviving driver:
- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  - (2) Who receives a citation under state or local law for a moving traffic violation arising from the accident, if the accident involved:
    - (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
    - (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- (c) For purposes of this section, disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner after simple repairs:
- (1) Inclusions:

Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
  - (2) Exclusions:
    - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
    - (ii) Tire disablement without other damage even if no spare tire is available.
    - (iii) Headlight or taillight damage.
    - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.
- D. Reasonable cause: If the Village has reasonable cause to believe that an employee is under the influence of drugs or alcohol, the Village may require the employee to submit to a drug or alcohol test. "Reasonable cause" means that the Village believes that the actions, appearance, or the conduct of the employee are indicative of the use of drugs or

alcohol. "Reasonable cause" shall be based on documented observations by a trained supervisor who should be able to articulate and substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug use and/or alcohol misuse.

- E. Employees required to hold CDL licenses shall be subject to the McHenry County Municipal Risk Management Agency policy and program for drug and alcohol testing in compliance with Federal regulations as may be adopted from time to time. Such policy and program is published under separate cover and may contain regulations and standards not listed herein.

### **Section 13.3. Non-CDL Employees**

All other employees, other than CDL employees, may be tested for drug or alcohol use for reasonable cause as outlined in Section 13.2 D. above.

### **Section 13.4. Testing Procedures/Drugs**

All testing for drugs will be done only by federally certified laboratories. Testing for the presence of drugs will be done with two urine samples provided by the employee. The urine sample that is submitted will be tested for marijuana, cocaine, opiates, amphetamines and PCP. The collection of the urine specimen, submission of the urine specimen to the drug testing facility, and testing of the urine specimen will be conducted in accordance with the U.S. or Illinois Department of Transportation regulations. There will be two urine samples gathered so that the second urine specimen can be used by the employee and/or applicant for testing by another federally certified laboratory of the employee's choice and at the employee's expense.

All urine samples which are identified as positive on the initial test will be tested again using Chromatography/Mass Spectrometry. All urine samples which test negative on either the initial or the second test will be reported as negative.

### **Section 13.5. Testing Procedures/Alcohol**

Testing for the presence of alcohol will be a breath test performed by a trained technician using evidential breath testing devices. The Federal Department of Transportation regulations have adopted the cutoffs of .02 for temporary removal from performing safety sensitive functions, and .04 for long-term removal, pending a return to duty test, completion of an assessment for chemical dependency, and certification by a substance abuse professional that the employee is successfully following a prescribed treatment.

### **Section 13.6. Medical Review Officer**

If a drug test has been confirmed to be positive, the results of the test shall be reviewed by a Medical Review Officer (MRO). The MRO is a licensed physician with knowledge of substance abuse disorders. The MRO will review and interpret confirmed positive test results obtained through the testing program. For all confirmed positive results, the MRO shall examine possible alternate medical explanations for the positive test result. This action may include conducting a medical interview and review of the employee's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have results from legally prescribed medication.

The MRO will discuss all positive results with the tested driver pursuant to U.S. or Illinois Department of Transportation Regulations. The MRO will then report the test results to the Village.

The MRO shall not disclose to any third party any medical information provided by the employee to the MRO that is part of the testing verification process except as required by U.S. or Illinois Department of Transportation regulations or as authorized in writing by the tested employee. The MRO may not release individual drug test results of any employee to anyone other than the Village, except as required by U.S. or Illinois Department of Transportation Regulations, without first obtaining written authorization from the tested employee.

### **Section 13.7. Confidentiality of Drug and Alcohol Test Results**

If an employee submits to a drug or alcohol test at the request of the Village, the medical facility may not release the individual medical, drug or alcohol test results of that employee to anyone other than the Village without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

If an employee submits to a drug or alcohol test at the request of the Village, the Village will not release the individual medical, drug or alcohol test results of that employee without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

### **Section 13.8. Consequences of a Positive Drug or Alcohol Test Result**

An employee who tests positive for drugs as reported to the Village by the MRO will be immediately removed from a safety-sensitive function and may be subject to disciplinary action up to and including immediate termination of employment. A CDL driver whose blood alcohol concentration is .04 or more will be immediately removed from a safety sensitive function and may be subject to disciplinary action up to and including immediate termination of employment.

### **Section 13.9. Effect of a Refusal to Submit to Drug or Alcohol Testing**

Prior to testing, the employee must sign a written consent to the testing. Failure to sign the consent may result in disciplinary action up to and including immediate termination of employment.

Any employee who refuses or fails to be tested under the Village's Drug or Alcohol Testing Policy shall be treated as if he/she has received a positive drug test finding or a blood alcohol concentration of .04 or more. Upon refusal or failure to submit to the testing procedure, the employee's employment shall be immediately terminated. The employee's refusal shall be documented in writing.

### **Section 13.10. Eligibility for Re-employment**

Any employee who has been terminated as a result of a positive test or blood alcohol concentration of .04 or more, is eligible for re-employment on a one-time basis if the employee successfully completes a program of evaluation and, if necessary, treatment. For CDL employees, the treatment must medically re-qualify the driver to operate a commercial vehicle or other equipment.

All costs of treatment shall be borne by the employee. While undergoing treatment, the employee will not receive any of the benefits normally provided by the Village.

If an employee is re-employed after testing positive for drugs, the employee will be subject to additional tests for drugs without prior notice for up to five (5) years. If any of these additional tests are positive for a CDL employee, the driver will be terminated and that termination will be final and irreversible. A CDL driver who tests positive for drugs or who is found to have a blood alcohol concentration of .04 or more, after being involved in a fatal accident, shall not be eligible for re-employment under any circumstances.

### **Section 13.11. Employee Assistance Program**

The Village will conduct an educational and training program for CDL drivers, other employees, supervisory personnel, and Village officials, which shall address drugs and alcohol, including the effects and consequences of drug and alcohol use on personal health, safety, and work environment, and the manifestations and behavioral changes that may indicate drug or alcohol use or abuse. The drug training portion of the program will be a minimum of 60 minutes. Each driver, other employee, supervisory personnel, and Village official will receive a certificate indicating attendance at and participation in the training program. Each certificate will be signed by the training program participant and will be placed in a participant's personnel file.

# VILLAGE OF ALGONQUIN - PERSONNEL POLICY MANUAL

## APPENDIX E - DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

### Section 13.1. Statement of Policy

In order to provide a drug-free, healthful, and safe secure work environment, the Village will regulate the use of drugs and alcohol in the workplace. In addition, the purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements of the Omnibus Transportation Employee Testing Act of 1991 as delineated under U.S. Department of Transportation, Drug and Alcohol Testing Regulations 49 CFR Part 40 and 382. The drug-related and alcohol-related requirements of this law became effective January 1, 1996. The Village may therefore require: 1) any employee holding a Commercial Driver's License (CDL), and 2) all other employees for reasonable cause, to submit to a drug and alcohol test to determine the presence of alcohol or marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) in the system. This screening will be conducted while the employee is on Village-paid time at Village expense and will be mandatory. All test results will remain confidential.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol by employees is prohibited on all municipal premises, in any Village owned or leased motor vehicle, or at any other location where the employee is assigned to perform work.

The procedures described below that implement this policy are general in nature, and do not necessarily describe every action that may be taken or every document that may be used, generated, or executed, whether by the Village, its insurance carriers, any testing facility, or other entity responsible for or authorized to effectuate any aspect of this policy.

### Section 13.2. CDL Employees

Pursuant to the U.S. and Illinois Department of Transportation Regulations requiring drug and alcohol testing on all employees holding a commercial drivers license (CDL), all CDL employees will be tested in the following situations:

- A. Pre-employment testing: All applicants for employment in positions covered under the U.S. and Illinois Department of Transportation Regulations must successfully complete a drug and alcohol test before performing any safety-sensitive function.
- B. Random testing: CDL employees will be subject to random drug and alcohol testing throughout the year. These employees will have no advance warnings of the random tests.



C. Post-accident/incident testing: Drug testing will be required immediately after serious accidents or rule violations, but should be done no later than within 8 hours after said accident or rule violation. No employee may consume alcohol for 8 hours following the accident or until they undergo a post-accident alcohol test, whichever occurs first.

(a) This municipality will require post-accident urine drug and breath alcohol testing of all employees covered by this policy.

(b) Post-accident urine drug and breath alcohol testing will be required of each surviving driver:

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

(c) For purposes of this section, disabling damage means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner after simple repairs:

- (1) Inclusions:  
Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions:
  - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (ii) Tire disablement without other damage even if no spare tire is available.
  - (iii) Headlight or taillight damage.
  - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

D. Reasonable cause: If the Village has reasonable cause to believe that an employee is under the influence of drugs or alcohol, the Village may require the employee to submit to a drug or alcohol test. "Reasonable cause" means that the Village believes that the actions, appearance, or the conduct of the employee are indicative of the use of drugs or

alcohol. "Reasonable cause" shall be based on documented observations by a trained supervisor who should be able to articulate and substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug use and/or alcohol misuse.

- E. Employees required to hold CDL licenses shall be subject to the McHenry County Municipal Risk Management Agency policy and program for drug and alcohol testing in compliance with Federal regulations as may be adopted from time to time. Such policy and program is published under separate cover and may contain regulations and standards not listed herein.

### **Section 13.3. Non-CDL Employees**

All other employees, other than CDL employees, may be tested for drug or alcohol use for reasonable cause as outlined in Section 13.2 D. above.

### **Section 13.4. Testing Procedures/Drugs**

All testing for drugs will be done only by federally certified laboratories. Testing for the presence of drugs will be done with two urine samples provided by the employee. The urine sample that is submitted will be tested for marijuana, cocaine, opiates, amphetamines and PCP. The collection of the urine specimen, submission of the urine specimen to the drug testing facility, and testing of the urine specimen will be conducted in accordance with the U.S. or Illinois Department of Transportation regulations. There will be two urine samples gathered so that the second urine specimen can be used by the employee and/or applicant for testing by another federally certified laboratory of the employee's choice and at the employee's expense.

All urine samples which are identified as positive on the initial test will be tested again using Chromatography/Mass Spectrometry. All urine samples which test negative on either the initial or the second test will be reported as negative.

### **Section 13.5. Testing Procedures/Alcohol**

Testing for the presence of alcohol will be a breath test performed by a trained technician using evidential breath testing devices. The Federal Department of Transportation regulations have adopted the cutoffs of .02 for temporary removal from performing safety sensitive functions, and .04 for long-term removal, pending a return to duty test, completion of an assessment for chemical dependency, and certification by a substance abuse professional that the employee is successfully following a prescribed treatment.

### **Section 13.6. Medical Review Officer**

If a drug test has been confirmed to be positive, the results of the test shall be reviewed by a Medical Review Officer (MRO). The MRO is a licensed physician with knowledge of substance abuse disorders. The MRO will review and interpret confirmed positive test results obtained through the testing program. For all confirmed positive results, the MRO shall examine possible alternate medical explanations for the positive test result. This action may include conducting a medical interview and review of the employee's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a confirmed positive test could have results from legally prescribed medication.

The MRO will discuss all positive results with the tested driver pursuant to U.S. or Illinois Department of Transportation Regulations. The MRO will then report the test results to the Village.

The MRO shall not disclose to any third party any medical information provided by the employee to the MRO that is part of the testing verification process except as required by U.S. or Illinois Department of Transportation regulations or as authorized in writing by the tested employee. The MRO may not release individual drug test results of any employee to anyone other than the Village, except as required by U.S. or Illinois Department of Transportation Regulations, without first obtaining written authorization from the tested employee.

### **Section 13.7. Confidentiality of Drug and Alcohol Test Results**

If an employee submits to a drug or alcohol test at the request of the Village, the medical facility may not release the individual medical, drug or alcohol test results of that employee to anyone other than the Village without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

If an employee submits to a drug or alcohol test at the request of the Village, the Village will not release the individual medical, drug or alcohol test results of that employee without first obtaining written authorization from the tested employee unless required to do so by the U.S. and/or Illinois Department of Transportation Regulations or by court order.

### **Section 13.8. Consequences of a Positive Drug or Alcohol Test Result**

An employee who tests positive for drugs as reported to the Village by the MRO will be immediately removed from a safety-sensitive function and may be subject to disciplinary action up to and including immediate termination of employment. A CDL driver whose blood alcohol concentration is .04 or more will be immediately removed from a safety sensitive function and may be subject to disciplinary action up to and including immediate termination of employment.

### **Section 13.9. Effect of a Refusal to Submit to Drug or Alcohol Testing**

Prior to testing, the employee must sign a written consent to the testing. Failure to sign the consent may result in disciplinary action up to and including immediate termination of employment.

Any employee who refuses or fails to be tested under the Village's Drug or Alcohol Testing Policy shall be treated as if he/she has received a positive drug test finding or a blood alcohol concentration of .04 or more. Upon refusal or failure to submit to the testing procedure, the employee's employment shall be immediately terminated. The employee's refusal shall be documented in writing.

### **Section 13.10. Eligibility for Re-employment**

Any employee who has been terminated as a result of a positive test or blood alcohol concentration of .04 or more, is eligible for re-employment on a one-time basis if the employee successfully completes a program of evaluation and, if necessary, treatment. For CDL employees, the treatment must medically re-qualify the driver to operate a commercial vehicle or other equipment.

All costs of treatment shall be borne by the employee. While undergoing treatment, the employee will not receive any of the benefits normally provided by the Village.

If an employee is re-employed after testing positive for drugs, the employee will be subject to additional tests for drugs without prior notice for up to five (5) years. If any of these additional tests are positive for a CDL employee, the driver will be terminated and that termination will be final and irreversible. A CDL driver who tests positive for drugs or who is found to have a blood alcohol concentration of .04 or more, after being involved in a fatal accident, shall not be eligible for re-employment under any circumstances.

### **Section 13.11. Employee Assistance Program**

The Village will conduct an educational and training program for CDL drivers, other employees, supervisory personnel, and Village officials, which shall address drugs and alcohol, including the effects and consequences of drug and alcohol use on personal health, safety, and work environment, and the manifestations and behavioral changes that may indicate drug or alcohol use or abuse. The drug training portion of the program will be a minimum of 60 minutes. Each driver, other employee, supervisory personnel, and Village official will receive a certificate indicating attendance at and participation in the training program. Each certificate will be signed by the training program participant and will be placed in a participant's personnel file.

# ***Time Clock Policy***

## **I. General Policy:**

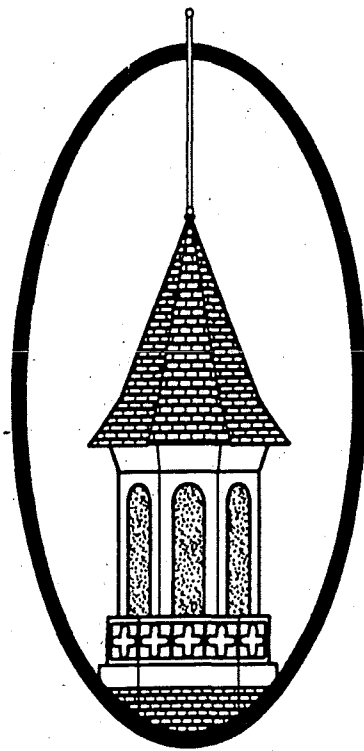
To have accurate and complete time records on employees to assure proper pay for hours worked as well as to assure compliance with State and Federal Wage and Hour laws.

## **II. Procedures:**

1. All non-exempt Public Works employees are required to punch in and out at the beginning and end of their regular and assigned shift and anytime that they at work for any other reason (i.e callout, scheduled OT, ect.). Unless approved by their supervisor, all employees must punch in/out before going to the assigned location (i.e. water main break, lift station).
2. All work outside of normally schedule shift hours must be authorized in advance by a Non-Union Supervisor. Employees working unauthorized overtime may be subject to disciplinary action.
3. Employees may punch in for work up to seven (7) minutes earlier than the established start time, but not before. Paid time will begin at the established starting time or when specifically authorized by his/her Supervisor.
4. Docking of pay, or payment of overtime, will be based on the seven minute rule. No deductions for tardiness or payment of overtime will be made for a period of seven minutes or less.
5. Employees who are repeatedly late for work, regardless of their actual punch time, will be subject to progressive discipline. Employees arriving late without supervisor authorization, will be paid in the following manner:
  - a. Employees clocking in eight (8) minutes to twenty-two (22) minutes late will not be paid for the first fifteen (15) minutes.
  - b. Employees clocking in twenty-three (23) minutes to twenty-two (37) minutes late will not be paid for the first thirty (30) minutes.
  - c. Employees clocking in thirty-seven (37) minutes or later will be docked the appropriate time based on the seven minute rule and may be subject to immediate and progressive discipline.
  - d. Employees clocking out eight (8) to fifteen (15) minutes past their normal shift will be paid (15) minutes of time or overtime (if applicable) upon authorization from their Supervisor.

6. Overtime will be calculated in fifteen (15) minute increments, using the seven (7) minute rule. Supervisors shall verify overtime during each pay period and shall balance such time with each employee's overtime log prior to verification of the time card prior to submitting to Public Works Administration.
7. If an employee fails to punch in/out, or makes a mistake, it shall be reported to his/her supervisor immediately. The Supervisor is responsible for evaluating the error and correcting the system and/or disciplining the employee based on the validity of the circumstance. The Supervisor will be held accountable for such changes.
8. Employees must be dressed and ready to work at the designated start time. Likewise, employees who choose to change after their work shift must punch out first then change. Except in extraordinary circumstances, non-administrative employees shall not occupy the building, if not scheduled for work, sooner than 30 minutes prior to or after their assigned shift.
9. Any employee entering data for another employee will be subject to appropriate disciplinary action up to and including termination. Supervisors are authorized to sign an employee in or out under unusual circumstances, but will be held accountable for such actions if not substantiated and appropriate.
10. All hours worked must be entered into the timekeeping system with no exceptions.
11. At the end of each pay period, division Supervisors first, and then Superintendents are to check their subordinate staff's time card records and certify that they are correct. All time card records are to be reviewed and verified before the end of the pay period for their respective employees. The Department Director and/or his designee will review all time cards records and summary reports and have the final approval on what time is paid.
12. Benefit time accrual balances are for information purposes only. Actual benefit time balances are available on employee paycheck stubs or from the employee's supervisor, based on finance department payroll records stored at Village Hall.
13. Punches at Timeforce remote clocks store punch data and only upload information to the Timeclock Manager software on the server on a fifteen (15) minute interval. Therefore, punches may not be seen immediately on a PC screen. Manual punches should be avoided unless punch errors or omissions are confirmed.
14. Call-out punches within two (2) hours prior to the beginning of any shift must either punch out prior to the start time of that shift and then punch in again for the normal start of the shift or notify supervisor to enter normal punch for the start of the shift (day) to get credit for two (2) hour call out premium.

# **Personal Protective Equipment (PPE) Policy**



**VILLAGE OF ALGONQUIN**  
**Public Works Department**

(Updated January 2, 2004)

**IMPLEMENTATION PROCEDURES**

The following steps have been taken by the Village of Algonquin to implement and effectively manage this PPE Policy

- Creation of this written program as a guideline for using and maintaining PPE.
- Hazard Assessment of the workplace has been performed per OSHA requirements.
- PPE safety bags provided to each employee and re-stocked yearly.
- PPE training performed for all employees on an annual basis and for all new employees within 30 days of hiring.

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<b>SECTION II:</b>	<b>GENERAL PROGRAM DESCRIPTION</b>
<b>SECTION III:</b>	<b>THE HAZARD ASSESSMENT</b>
<b>SECTION IV:</b>	<b>PPE SUPPLY &amp; TRAINING</b>
<b>SECTION V:</b>	<b>PPE GUIDELINES</b>

<b>APPENDIX I</b>	<b>OSHA STANDARD 1910.132-139</b>
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<b>APPENDIX III</b>	<b>PPE SELECTION CHARTS</b>

## **SECTION I**

### **PURPOSE**

In an effort to safeguard personnel from injury or death while working on various projects and activities for the Village, as well as to limit liability and conform with various State and Federal regulations, this policy and procedure is implemented for all Algonquin Public Works Department personnel.

This policy and procedure is developed to meet 29 CFR Part 1910.132 – 139 (PPE) of the Occupational Safety and Health Administration's General Industry regulations.

All Public Works employees will be provided the necessary personal protective equipment needed to perform their jobs in a safe manner. This includes, but is not limited to, the following: hard hat, eye protection, ear protection, face shield, gloves, safety vest, respiratory protection, and steel-toe safety shoes. Other equipment required for specialized work, in addition to the aforementioned protective devices, will be provided by the Village to the Public Works employees on an as needed basis.

It is required that Village employees use all appropriate personal protective equipment as identified in the attached guideline or as directed in manufacturer's recommendation for tool and equipment use.

## **SECTION II**

### **GENERAL PROGRAM DESCRIPTION**

The purpose of this policy is to provide guidelines for Village workers who are exposed to risks that can be eliminated or reduced through the proper use of personal protective equipment. The guidelines are in compliance with OSHA standard CFR 1910.132 – 139. A copy of this standard is attached, as Appendix I, and is made part of this policy.

The general requirements of the OSHA standard are:

1. Assess the workplace to determine if hazards are, or likely could be present and document, in writing, that this has been completed.
2. Where hazards are present, provide appropriate PPE and ensure that it is being used and maintained in sanitary and reliable condition.
3. Provide training for employees on how and when to use PPE, and document, in writing, that this has been completed.
4. Retrain when changes in the workplace or the type of PPE render previous training obsolete.

The next sections of this document will explain how each of these requirements is being met by the Village of Algonquin. It will also provide a guideline for individual employees in their selection of PPE.

## **SECTION III**

## THE HAZARD ASSESSMENT

In June and October 2002, a hazard assessment was done for the Village of Algonquin Public Works Department. Each Division of Public Works participated in its own training session. During this session, the Assistant Public Works Director, a Divisional Supervisor, and the employees for that Division evaluated the workplace and compiled hazard assessment review forms. This assessment identified situations and work activities that require the need for PPE. The hazard assessment forms were made part of the "Hazard Assessment Review Report" which is attached as Appendix II.

Most workplace hazards fall into the categories of impact, penetration, compression (roll-over), chemical, heat, harmful dust, light (optical) radiation, and workplace layout. The workplace assessment forms included provisions for noting if these conditions exist. If conditions did exist, PPE needs were identified for each of the activities or situations identified.

The job duties and situations that Public Works employees are involved in are extremely diverse. Not every job activity or situation was identified in the hazard assessment, as new and different situations occur daily and the list would become exhaustive. However, an attempt was made to incorporate all general, recurring duties and conditions. A chart is included in Appendix III, which is intended to guide employees in the selection of PPE for certain jobs or activities. This should not be used as the only source of information for PPE selection, as MSDS's, the OSHA Standard, and the Hazard Assessment should also be consulted when selecting PPE.

Employees are strongly encouraged to inform their Supervisor if any new hazards are noted or identified that would require the need for additional PPE that is not currently provided by the Village. Should any special or additional PPE be requested or required, and it is determined by the Village to be a reasonable request, the Village will attempt to supply such equipment. This will happen as long as budgets or other circumstances allow.

## SECTION IV

## PPE SUPPLY & TRAINING

### A. Supply of PPE

During the Public Works Department orientation on the first day of work, each new employee is given a safety bag that contains the following PPE:

- Safety glasses – 3 types
  - a) Goggles
  - b) Spectacles with side protection, clear lens
  - c) Spectacles with side protection, shaded lens
- Hard hat – either Type 1 Class C or Forester
- Hard hat winter liner
- Steel toe boots
- Rubber boots and/or hip waders
- Gloves – 5 types
  - a) Split leather/canvas
  - b) Brown jersey
  - c) Rubber – ½ and/or ¾ arm length
  - d) Leather
  - e) Winter
- Dust masks
- Ear protection – 3 types
  - a) Disposable - with and without cord
  - b) Headband ear muffs
  - c) Muffs that attach to the hard hat
- Rain gear – highly reflective
- Vests – orange safety and green flagger (if applicable)
- CPR kit – includes gloves and face barrier

Additional or special PPE is provided to employees that have certain job functions that require PPE not universally issued upon employment. This includes, but is not limited to, various types of specialty gloves, respirators, welding protection, hip waders, etc.

In January of every year, each employee, at the direction of his Supervisor, performs an inventory and inspection on the PPE in his safety bag. All defective and worn PPE is discarded and replaced with new. Any missing or consumed PPE is replaced.

NOTE: Any employee, at any time, may request additional or special PPE if needed for his job function or if PPE is consumed before the yearly re-stock date. Any employee, at any time, may request replacement PPE for defective or worn PPE items. Requests are to be made to the employee's Divisional Supervisor who will then request that the PPE be ordered by the Assistant Public

Works Director. The Assistant Director will keep a log of any PPE handed out in this way.

### **B. Training**

Personal protective equipment training is provided to all Village of Algonquin Public Works employees on a yearly basis. New employees are trained within 30 days of their hire date.

Training is either performed by or coordinated through the Assistant Public Works Director.

At the training session, a sign-in log is passed around and all attendees are required to sign that they have attended the training session. All attendance logs and training records for PPE are kept on file in the Public Works Administration office.

As part of the yearly training, the workplace hazard assessment forms and processes are reviewed by the Assistant Public Works Director. This is to assure that all changes in the workplace are noted. If significant changes are noted, each Division will perform a new hazard assessment review and this will be certified and added to the "Hazard Assessment Review Report."

## **SECTION V**

### **PPE GUIDELINES**

#### **A. Eye and Face Protection**

The Village will provide suitable eye protectors because there is a potential for injury to the eyes and face from flying particles, molten metal, liquid chemicals, acids or caustic acids, chemical gases or vapors, potentially injurious light radiation or a combination of these.

All Village issued eye and face PPE will meet the criteria listed in CRF 1910.133, and will meet current ANSI standards.

Two charts are provided that aid in the selection of eye and face protection.

- Filter lenses for protection against radiant energy (welding)  
This is listed in CFR 1910.133 – Eye and face protection in Appendix I
- Eye and face protection selection chart in Appendix III

#### **B. Head Protection**

The Village will provide head protection to all Public Works employees since there is a potential for head injuries from falling objects or the potential for an injury from processes and equipment.

All Village issued hard hats and head protection will meet the criteria listed in CRF 1910.135 and will meet current ANSI standards.

Two charts are provided that aid in the proper selection of hard hats.

- ANSI Standard Z89.1-1986 in Appendix III
- ANSI Standard Z89.1-1997 in Appendix III

#### **C. Foot Protection**

The Village will provide protective footwear to all Public Works employees as there is the constant danger of foot injuries from falling or rolling objects, or objects that pierce the sole. Protective footwear is also provided that helps to guard against water, oil, acids and chemicals.

All Village issued foot protection will meet the criteria listed in CRF 1910.136 and will meet current ANSI standards.

#### **D. Hand Protection**

The Village will provide hand protection because there is the potential for workers' hands to be exposed to dangerous chemicals, temperature extremes, and sharp objects.

All Village issued hand protection will meet the criteria listed in CRF 1910.138 and will meet current ANSI standards.

A chart is provided that aid in the proper selection of hard hats.

- Hand protection selection chart in Appendix III

#### **E. Respiratory Protection**

Respiratory protection will be provided, by the Village, to workers who are exposed to dangerous substances that are present in the air. The Village has a "Respirator Policy" that states all the criteria for respirator use and selection. This document is on file, under separate cover, in the Public Works Department.

All Village issued respiratory protection will meet the criteria listed in CRF 1910.134 and will meet current ANSI standards.

#### **F. Hearing Protection**

The Village will provide hearing protection to workers who are exposed to sound intensities that exceed 85 decibels at any time during the workday.

Hearing conservation is not covered as part of CFR 1910.132-193 (PPE), but is covered by OSHA Standard 1910.95 – Occupational Noise Exposure Standard.

The Village has a "Hearing Conservation Program" which is administered for Public Works employees and is on file, under separate cover, in the Public Works Department.

## **APPENDIX I**

### **OSHA STANDARD 1910.132-139**



## **APPENDIX II**

### **HAZARD ASSESSMENT REVIEW REPORT**

## **APPENDIX III**

### **PPE SELECTION CHARTS**

## **HAZARD ASSESSMENT REVIEW**

### **Certification Statement**

This document is the official hazard assessment review that was performed for the Village of Algonquin Public Works Department.

This has been certified, as the official document, by Michele Zimmerman, Assistant Public Works Director.

### **Explanation**

A hazard assessment review was performed the Village of Algonquin in June and October of 2002. Each Division of Public Works attended a training session on PPE, during which a hazard assessment was performed for that Division. Employees of the Division were asked to perform the review. The hazard assessment review forms from these sessions are attached.

The hazard assessment did reveal that there are many job functions and situations that are performed by the Public Works Department that require the use of PPE. The assessments also revealed that almost ALL of the required

PPE is already provided by the Village. Some instances revealed that additional PPE was needed, as this was immediately provided by the Village.

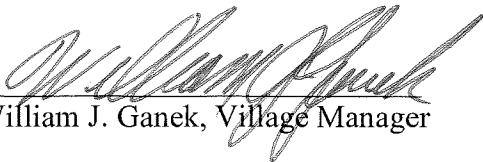
**PUBLIC WORKS ADMINISTRATION & VEHICLE MAINTENANCE  
HAZARD ASSESSMENT  
REVIEW FORMS**

**SIDE LETTER**

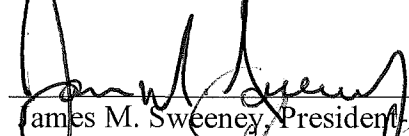
In consideration for executing the May 1, 2010 through April 30, 2012 Collective Bargaining Agreement between the Village of Algonquin and the International Union of Operating Engineers, Local 150, AFL-CIO, the Village commits to not lay off any bargaining unit personnel from May 1, 2010 through April 30, 2011, provided that Village revenues do not fall below 5% of the Village's budgeted revenues FY 2010/2011 in either the general operating fund or the water and sewer operating fund.

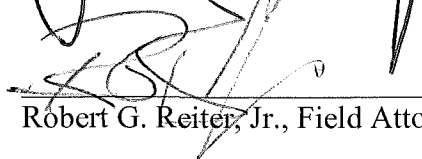
Executed this 7 day of April, 2010.

FOR THE VILLAGE OF  
OF ALGONQUIN

  
\_\_\_\_\_  
William J. Ganek, Village Manager

FOR THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS. LOCAL 150

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

  
\_\_\_\_\_  
Robert G. Reiter, Jr., Field Attorney/Organizer