A G R E E M E N T

between

VILLAGE OF ORLAND PARK

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31

on behalf of

Affiliated Local 368

2007-2011

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31 (hereinafter referred to as "AFSCME" or the "Union") on behalf of its affiliated LOCAL 368, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I

RECOGNITION

Section 1.1. Union Recognized. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the bargaining unit described below:

Included: All non-professional employees in the Village of Orland Park with the following job titles: employees in the position of Telecommunicator; TCO Support Clerk; Bus Driver; Custodian II (Maintenance Worker II); Maintenance Worker I; Maintenance Worker III; Mechanic II; Water Plant Operator; Drafting Technician; Water Meter Technician, Water Sewer Worker I; Maintenance Electrician; and Engineering Technician.

Excluded: All employees regularly working twenty (20) hours a week or less, foremen, confidential employees such as the secretary to the Police Chief, secretary to the Mayor, secretary to the Village Manager, secretary to the Comptroller/Finance Director, and secretary to the Legal Department; professional employees; clerical employees such as those in the position of Principal Clerk, Clerk Typist I, II, III, Account Clerk, Account Technician I, II, Secretary I, II; together with all supervisory, managerial, short term employees and all other employees of the Village of Orland Park, Illinois.

Section 1.2. Classification Not Guaranteed. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. Position classification description of duties shall be defined to read "performs other duties as required or assigned which are reasonably within the scope of the duties enumerated herein."

Section 1.3. New Classifications. The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XVII, No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, Management may institute its rate and the Union may file a grievance at Step 3 of the grievance procedure within ten (10) calendar days of notification of Management's decision. Management's rate shall not be changed by an arbitrator unless it is clearly unreasonable.

Section 1.4 Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of union membership. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 1.5. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's pay check once each pay period an amount no more than the appropriate portion of the regular monthly Union dues and AFSCME People Fund for each employee in the bargaining unit for whom there is on file with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix A of this Agreement. The amounts so deducted shall be forwarded by the Village within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names (and amounts) for whom deductions have been made. The actual amount deducted, as determined by the Union, shall be the same amount for each employee in order to ease the Employer's burden of administering this provision. If the employee has no earnings due for that pay period, or if the employee is on disability or receiving workers' compensation, the Union shall be responsible for collecting said dues. The Union agrees to refund to the Village any amount paid to the Union in error on account of this dues deduction provision. The Union may change the fixed, uniform dollar amount which shall be considered the regular monthly dues once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform Union dues to be deducted.

Section 2.2 Fair Share Deductions. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees (see Memorandum of Understanding). The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

Section 2.2(b) Religious Exemption. Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 2.2(c) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.3 Union Indemnification. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 2.4. Union Access. One Union representative, and his successor(s) as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Assistant Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

Section 2.5. Union Bulletin Boards. The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin boards where bargaining unit employees normally work. The Union's use of the designated bulletin boards for such purpose shall be restricted to the following:

(a) Notice of Union recreational and social activities;

(b) Notice of Union elections and results of such elections;

(c) Notice of Union appointments;

(d) Notice of Union meetings, committee meetings and reports and minutes of said meetings; and

(e) If the Union desires to post any other information or material, the Union shall first submit the same to the Assistant Village Manager or his designee for approval. The Assistant Village Manager or his designee shall only disapprove of a posting if he determines that the information or material submitted is of a partisan, political or defamatory nature.

The Union will limit the posting of Union notices on Village premises to such bulletin boards. The Union President or Vice President shall be the sole union officials authorized to post notices on such bulletin boards, and one (1) such official shall date and initial all such postings.

Section 2.6. Information to the Union. On a quarterly basis, the Village shall make accessible to the Union written information concerning new hires, layoffs, promotions, transfers, recalls from layoffs, suspensions, discharges and terminations which directly pertain to bargaining unit employees. This information shall consist of the name of the employee, nature of action taken, and the effective date of said action.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically limited by the express provisions of this Agreement, the Village retains 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 all the operations and services 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 determine the workweek of employees and to establish the starting and ending times of the workday; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall

be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV

SUBCONTRACTING

Section 4.1. General Policy. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency.

Section 4.2. Notice of Discussion. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village subcontracts work in a general area, where such subcontracting would result in the loss of any existing bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and discuss the desirability of subcontracting such work. Such discussion may include, among other items, the availability of bargaining unit employees and equipment, and the relative economic costs.

ARTICLE V

TIME CLOCKS

Section 5.1. Time Clocks. The Village may continue its use of time clocks for bargaining unit employees. The Village shall not expand its use of time clocks unless the Village determines such expanded use is necessary to comply with any provision of the Fair Labor Standards Act. Time Cards shall not bear the Employee's Social Security Number.

ARTICLE VI

REST PERIODS

Section 6.1. Rest Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall commence at a time established or approved by an employee's immediate supervisor who is not a member of the bargaining unit. The fifteen (15) minute rest periods shall be non-cumulative, and shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods, except upon express permission of their immediate supervisor who is not a member of the bargaining unit, for good cause shown. Unless otherwise authorized, breaks shall be taken in non-work areas.

Employees who for any reason work beyond their regular quitting time shall be granted such rest periods every four (4) hours, as stated above.

ARTICLE VII

MEAL PERIODS

Section 7.1. Meal Periods. All employees shall be granted a minimum thirty (30) minute unpaid meal period during each work shift. This meal period shall be taken at a time approved in advance by an employee's immediate supervisor outside the bargaining unit. Time granted for meal periods shall include any travel time utilized by the employee during the meal period. When appropriate, the meal Period shall be scheduled at the middle of each shift or regular work day. Employees may be required to punch a time clock in and out for meal periods.

Subject to the foregoing conditions, the Employer shall provide an unpaid one-half (1/2) hour meal period to any employee who is requested to, and does, work four (4) hours beyond his regular quitting time. The employee shall be furnished additional unpaid meal periods of one-half (1/2) hour each every eight (8) hours thereafter while he continues to work. In all instances, the employee will buy the meal.

If an employee is scheduled to work four (4) hours beyond his quitting time, he will be given a paid fifteen (15) minute rest period during that four (4) hour period.

If an employee is requested to and does work through his meal period, the employee will be given a later meal period or equivalent time off during the shift. If the employer schedules the missed meal period in the last thirty (30) minutes of the shift at the employer's option, the employer may allow the employee to leave. If the employer is unable to reschedule the meal period, the employer will pay the employee one and one-half (1 1/2) times the applicable hourly rate of pay for the meal time missed.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 8.2 Floating Holidays. Effective on and after January 1, 1998, eligible employees shall be entitled to two (2) floating holiday during each calendar year. This floating holiday is a regular day off with pay. Employee requests to utilize floating holidays under this section shall be submitted in advance to the Department Director or his designee for approval and may only be taken in full day increments.

Section 8.3. Holidays on Weekends. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 8.4. Holiday Pay. For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at his regular straight-time hourly rate. For each such holiday in fact worked an eligible employee shall receive a total of eight (8) hours pay at two and a half (2-1/2) times his regular straight-time hourly rate. There will be no compensatory time off granted in lieu of pay for time worked on a holiday.

Section 8.5. Eligibility Requirements. In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence or can provide proof of illness or an otherwise acceptable absence is established to the satisfaction of the Village.

Section 8.6. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

Section 8.7. Floating Holidays for Telecommunicators. The provisions of Sections 8.1, 8.2, 8.3, 8.4, and 8.5 of this Agreement shall not apply to employees in the position of Telecommunicator (TCO). Each TCO shall be eligible to utilize eleven (11) days off during each calendar year. When such a day is properly utilized by TCO, he shall be entitled to eight (8) hours pay at his regular straight-time hourly rate. Requests to utilize floating holidays under this section shall be submitted in advance to the Police Chief or his designee for approval.

Unused paid time off under this section may be carried over until April 1 of the following calendar year.

If a TCO is required to work as part of their regularly scheduled work week on one of the specific holidays listed under Section 8.1 of this Agreement, then such TCO shall be paid at the rate of one and one-half (1-1/2) times his regular straight-time hourly rate for all hours actually worked on such holiday, in addition to those other benefits provided under this Section. For each such holiday an employee is required to work which is not a regularly scheduled work day then such TCO shall be paid at two (2) times his regular straight-time hourly rate in addition to those other benefits provided under this Section.

Section 8.8. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

ARTICLE IX

SENIORITY

Section 9.1. Definitions. Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service as a full-time employee with the Village since the employee's last date of hire.

Section 9.2. Application of Seniority. Unless recall procedures under Section 9.6 are being utilized, this provision shall govern filling of vacancies in the bargaining unit. In the event there is a permanent vacancy in a bargaining unit classification which the Village desires to fill or in the event the Village creates a new bargaining unit classification, notice of such vacancy shall be posted for five work days. The Village shall determine qualifications necessary for an employee to hold a bargaining unit position. During the posting period, non-probationary employees may apply for the vacancy on forms supplied by the Village. The Village may also advertise the position and accept applications from persons not employed by the Village.

The Village will select a qualified bidder or applicant based upon qualifications, which shall be determined by the Village based upon factors including, but not limited to, examinations and interviewing. In addition, where qualifications among bidding bargaining unit employees are relatively equal, the senior bidder shall be selected. If, in the judgment of the Village, a non-bargaining unit employee (outside bidder) is demonstrably more qualified than a current Village employee bidding for the vacancy, the Village may hire the outside bidder.

The Village may temporarily fill a vacancy while it is applying the procedure specified under this Section. An employee who is promoted pursuant to the job posting procedure shall observe a trial period on the new job which shall not exceed six months. The Village has the sole discretion to remove the employee during the trial period and in such event the employee shall be returned to his former classification, seniority permitting, or transferred to another classification.

Section 9.3. Termination of Seniority. Seniority and the employment relationship will be terminated when an employee:

(a) quits; or

(b) retires or is retired; or

(c) is laid off for a period in excess of one (1) year; or

(d) is discharged for just cause.

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

1) is absent for three (3) consecutive working days without notifying the Village;

2) is laid off and fails to notify the Assistant Village Manager or his designee of his intention to return within five (5) days after receiving notice of recall or who fails to return at the designated time;

3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence;

Section 9.4. Probationary Period - New Employees. Except as otherwise provided in Section 9.4.A (TCO Probationary Period), all new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period at its discretion, if a probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one (1) month or the total number of days an employee was absent during the initial probationary period, whichever is greater. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

A probationary employee shall not have seniority and may be terminated at the sole discretion of the Village, and such action shall not be subject to the grievance or arbitration procedure of this Agreement and does not require notice. After completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

Section 9.4.A. TCO Probationary Period. All new employees or those hired after loss of seniority who are assigned to the position of Telecommunicator ("TCO") shall be considered probationary employees until they complete a probationary period of at least fifteen (15) months of actual work for the Employer in such position. The Employer may extend the employee's probationary period at its discretion, if the probationary employee is absent for a period in excess of three (3) consecutive days. The extension shall not exceed one month or the total number of days the employee was absent during his initial probationary period, whichever is greater.

A probationary employee shall not have seniority, and may be terminated with or without cause at the sole discretion of the Village. The dismissal of a TCO at any time during his probationary period shall not be subject to the grievance and arbitration procedure of this Agreement. Upon successful completion of the probationary period, an employee's seniority shall date back to the most recent date of hire and the employee's name shall be added to the seniority roster.

If a TCO successfully completes the first nine (9) consecutive months of his TCO probationary period, then such employee shall not be dismissed during the remainder of his probationary period without being afforded the opportunity to meet with the Chief of Police or his designee to discuss such termination in advance. During any such pre-termination meeting, the probationary employee may be represented by the Union. This paragraph shall not, however, be construed as a limitation upon the Employer's right to terminate a TCO at any time during the remainder of his probationary period, with or without cause.

Section 9.5. Seniority List. The Village shall maintain and keep current a seniority roster noting the date of hire and current position by Division and job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six months by the Employer. The Union president or his designee shall be supplied with a copy of each roster which is so posted. The Village shall not be responsible for any errors in the

seniority list unless such errors are brought to the attention of the Assistant Village Manager in writing within fifteen (15) working days after the seniority list is posted. However, the Village may correct a mistake in the seniority list after the fifteen (15) working days have expired when such a mistake is brought to the Village's attention, but such correction shall not affect in any way any action taken by the Village based upon the original seniority list or result in any liability on the Village's part for any action based on the original seniority list.

Section 9.6. Layoff and Recall. The Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary employees will be laid off in the following order:

(a) probationary employees; and

(b) part-time employees not included in the bargaining unit who regularly perform the same duties as bargaining unit employees; and

(c) bargaining unit employees regularly working less than forty (40) hours per week; and

(d) in the event of further reductions in force, employees will be laid off from their affected job classification and Division and/or Branch in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division and/or Branch will be laid off first.

Employees who are laid off shall-be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification and Division and/or Branch to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. Unless otherwise indicated, employees shall be compensated at the rate applicable to the job classifications to which they are recalled. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and/or Branch and are willing to be recalled to said classification and are available to perform work immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Assistant Village Manager or his designee of his intention to return to work within five (5) days after receiving notice of recall. An employee's failure to notify the village of his intention to return to work within five days shall constitute a waiver of the employee's subsequent right to recall, unless otherwise mutually

agreed between the Village and the Union. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

Section 9.7. Union Job Elimination. An employee whose job is being permanently eliminated or who is laid off in accordance with Section 9.6 may bump the least senior employee in the bargaining unit, provided the employee who is being laid off or whose job is being permanently eliminated has the skill, qualifications and ability in the sole opinion of the Employer essential to perform the job functions of the position of the employee being bumped.

Section 9.8. Seniority Bidding of Permanent Shifts and Rating of Work Schedules

I. The more senior employees shall have preference for assignment to one (1) of the three (3) permanent shifts (Days, Afternoons or Nights). Shifts shall be made available for bid by employees during the month of November. Shift assignments that are bid each year in November for the calendar year beginning January 1 and ending December 31 shall be for a twelve (12) month period: January 1 through December 31. The bid process shall be conducted by AFSCME and the results shall be presented to the Chief of Police no later than November 15 for the period beginning January 1. The Chief of Police shall then prepare the new schedule of shift assignments based upon the results of the bidding process and operational needs of the department as determined by the Chief of Police and said annual schedule shall be posted no later than December 1 of each year. The three permanent shifts currently are: Days (0630 - 1500), Afternoons (1430 - 2300), Nights (2230 - 0700).

(a) Process for Permanent Shift Bidding. The process for choosing permanent shifts will be conducted using the existing Seniority List, with the most senior TCO choosing first and then the next senior TCO and so on.

The TCO shall choose the most desired shift first, the second most desired shift and the remaining shift as his third choice.

The permanent shift selection process will first fill the shifts using the first choice of all TCO's. Then the remaining openings will be filled once again, the most senior TCO second preference and so on.

(b) As an opening on a shift becomes available, the next senior TCO who chooses that shift as his first preference will be offered that position. If any TCO declines a position that is offered to him, that position will be offered to the next TCO and so on. The TCO who declines a position will forfeit his right to reclaim that position until the next bidding period.

(c) If a TCO is assigned to a different detail or duty status, such as TCO Support Clerk or Alternate Duty Status, and thereafter returned to the TCO position by direction of the Chief of Police, that TCO shall have the right to acquire the shift that would have been available to him in the original bid process. Individual TCO's could be reassigned from their shift(s) in this case, if the returning TCO was senior. If the TCO returns at his own election, the individual TCO waives the opportunity to exercise his right of shift assignment until the next bidding period.

II. TCO Work Schedule. The TCO's regular work schedules shall be posted no less than seven (7) calendar days prior to the starting date of the schedule unless an emergency condition exists. Individual schedules may be changed from time to time to suit varying conditions; provided, however, that the changes shall be made for valid operational reasons. Such changes shall not be subject to challenge through the grievance procedure unless it can be shown that the change was for reasons which are arbitrary and capricious.

The work schedules of TCOs shall be based upon 2080 hours of work per year on a schedule of four days of work followed by two days off work. Each work day shall consist of a one-half hour check in and roll call period followed by eight hours of work which shall include a one half hour unpaid and off duty lunch period. The four on two off work schedule adds up to two hundred forty-three (243) days of work or 1,944 hours of work. The remaining time of seventeen (17) days or one hundred thirty-six (136) hours will be accounted for with up to twelve (12) pay back days worked at the rate of one per month and four and one half (4-1/2) additional pay back days which will be used for training, department meetings and the annual awards ceremony in a minimum of four hour segments or time periods.

The work schedules of TCO Support Clerks shall be based upon 2080 hours of work. Each work day shall consist of eight and one half hours which shall be made up of eight and one half hour unpaid and off duty lunch period. They will normally work Monday through Friday.

ARTICLE X

SICK LEAVE

Section 10.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline of an employee.

Section 10.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay. Employees other than TCOs shall be eligible for sick leave after completion of their probationary period with the Employer. TCOs shall be eligible for sick leave after completion of one (1) year of employment with the Employer.

Section 10.3. Sick Leave Utilization. All eligible employees shall be entitled to and receive compensation for eight (8) sick days annually beginning January 1st of each year. Paid time off for sick days may be used in no less than one (1) hour increments. Whenever sick time off is required for a medical appointment or treatment for the employee, the employee's spouse or the employee's child, the employees are responsible for notifying their supervisor in advance and providing written verification from the doctor of the employee's, the employee's spouse or

the employee's child, appointment upon return to work. Any employee who is discharged or terminates their employment forfeits all sick leave accrued benefits.

Section 10.4. Rate of Payment. Employees shall be paid eight (8) hours at one hundred percent (100%) of their regular, straight-time hourly rate of pay for each accumulated single day of sick leave properly utilized. The Village may require a doctor's slip attesting to an illness of two or more days immediately upon the employee's return from such leave.

Section 10.5. Notification. Except as otherwise noted herein notification of absence due to sickness of the employee, the employee's spouse or a child of the employee, shall be given to the Village no later than thirty (30) minutes prior to the scheduled starting time of their work shift unless it is shown that such notification was reasonably impossible. Telecommunicators shall notify the designated Village supervisor of their absence not later than sixty (60) minutes prior to the scheduled starting time of their work shift, unless it is shown that such notification was reasonably impossible. Failure to properly report an illness or absence shall be considered as absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this section may be made at the discretion of the Village.

Section 10.6. Medical Examination. The Village may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense.

Section 10.7. Abuse of Sick Leave. Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 10.8. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week.

Section 10.9. Retired Employees. Upon an Employee's retirement, the Village will pay the retiring employee the current straight time hourly rate or equivalent for every hour of sick time in excess of four hundred (400) hours, which the employee accrued.

Section 10.10. Annual Sick Leave Buy Back. Effective January 1, 2008 and payable after December 31, 2008 amend by adding a new Section 10.10:

The Village, on an annual basis, will pay an employee the current straight time hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days	=	3 days sick pay
Seven (7) accrued and unused sick days	=	2 days sick pay
Six (6) accrued and unused sick days	=	1 day sick pay
Five (5) or less accrued and unused sick days	=	0 days sick pay

If employee elects to exercise this "Annual Sick Leave Buy Back" option, only the remaining unused sick days after buy back from that year will accrue towards the employee's buy back

application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Village Manager.

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 11.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 11.3. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. However, employees shall be permitted to retain any jury duty funds specifically designated as reimbursement for travel expenses. The Village shall compensate such employees, at their regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

Section 11.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 11.5. Bereavement Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Department or Division Head or their designee, be taken if charged to the employee's vacation leave accrual account, if any.

A leave of absence without pay of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Department or Division Head or their designee.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family if so requested by the Village.

Section 11.6. Leave for Illness, Injury or Pregnancy.

(a) In the event an employee is unable to work by reason of illness, injury or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall not accrue in excess of the first fifteen (15) working days for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first six (6) months of leave.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Department or Division Head or their designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee may be required to personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every ten (10) working days.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness or a non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.

Section 11.7. Benefits While on Leave.

(a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than 30 days, upon return the Village will place the employee in his previous job, seniority permitting; if the leave of absence is for 30 days or more, the employee will be placed in the first available opening in his job classification and Division and/or Branch or in a lower-rated classification in his Division and/or Branch according to the employee's seniority, where skill and ability to perform the work without additional training is relatively equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 11.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 11.9. Personal Leave Days.

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave time may be used in one (1) hour increments. Only one (1) personal day may be used in conjunction with any vacation leave.

(b) There shall be no accrual or payment for any personal leave day not taken within the calendar year.

Section 11.10. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week. The above does not apply to Telecommunicators.

Section 11.11. Family and Medical Leave. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Refer to Appendix G Memorandum of Understanding Regarding Family and Medical Leave.

Section 11.12 Short-Term Disability. An employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay. Refer to Appendix E Memorandum of Understanding Regarding Short-Term Disability.

ARTICLE XII

VACATIONS

Section 12.1. Eligibility and Allowances. Employees shall be eligible to begin earning paid vacation allowance as of their date of hire, but no employee shall be entitled to utilize any earned vacation allowance until completion of their first year of employment. Vacation allowance shall only accrue as of the employee's annual anniversary date of employment, i.e., upon an employee's anniversary date of employment, the employee shall become eligible to utilize vacation allowance earned during the preceding twelve-month period. (e.g., if an employee begins employment with the Village on July 1, 1988, that employee may earn up to ten (10) days of vacation during his first year of employment, but the employee will not be eligible to utilize those days until the twelve-month period commencing on July 1, 1989.) Vacation allowances shall be based upon the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
At least 1 year but less than 5	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the employee's Department or Division Head or their designee.

Section 12.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 12.3. Scheduling and Accrual. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. During the first thirty (30) days of each calendar year, the Employer will post a vacation schedule indicating those times when employees will be able to select vacation preference. During this thirty (30) day period of time, employees will be granted their vacation preference based upon their seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis. Unused vacation time shall not accumulate from year to year.

Section 12.3.A. TCO Scheduling. Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's shift seniority. The Employer shall post a vacation schedule on the first day of December for the entire month each year indicating those times when employees will be able to select their vacation preference for the following year. During this thirty (30) day period of time, employees will be granted their vacation preference based upon their shift seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis.

If an employee voluntarily bids and changes to another permanent shift; that employee will lose his vacation pick if it is in conflict with the vacation pick of another employee on the same shift regardless of seniority.

If management changes an employees shift and a vacation conflict on that shift results; then management will honor the vacation pick of both employees and fill the vacancy per the terms of this agreement.

In conjunction with the 4 and 2 schedule concerning vacation days, one holiday either before or after the vacation will be approved.

The forgoing paragraph is not intended to waive management rights.

Section 12.3.B. Request For Leave Forms (RFL) TCO. To meet additional administrative needs to schedule time off including holidays, personal days or compensatory time due, RFL's shall be submitted prior to the fifteenth (15th) day of the preceding month. (This is normally the time allotted for publishing the upcoming schedule.) These requests will be handled on a Seniority List basis. Any holiday request RFL's filed after that time would be handled on a first come, first serve basis and thus void the prior need to file holiday requests during the first 30-days of the year for the entire year.

Section 12.4. Emergencies. Where a vacation day is needed for emergency reasons, such as unexpected family illness or attendance at an out-of-state funeral in the event of death of an immediate family member (as defined in Section 11.5) in excess of funeral leave benefits under Section 11.5, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 12.5. Holiday During Vacation Period. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the length of such holiday. The number of employees that will be allowed to be on

vacation during the same time will be subject to the approval of the Department or Division Head. Should an emergency arise at the time of vacation all employee vacations may be cancelled provided the employees' services are required.

Section 12.6. Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, retired or who voluntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall generally be made within thirty (30) days of separation from active employment, or sooner, when practical.

Section 12.7. Part-Time Employee Exclusion. The provisions of this Article are not applicable to those bargaining unit employees regularly scheduled to work less than forty (40) hours per week. The above does not apply to Telecommunicators.

ARTICLE XIII

WAGES

Section 13.1. Wage Schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and incorporated herein as "Appendix B."

The hourly rate of full-time employees and those bargaining unit employees regularly working less than forty (40) hours per week shall be determined from the applicable wage schedule by dividing the annual salary by Two Thousand Eighty Hours (2,080). The pay range (top, bottom and intervening steps) for each of the various job classifications is set forth on the applicable wage schedule.

Effective May 1, 2007, there shall be a wage increase of 3.75%. There shall be an increase of 3.75% on May 1, 2008, a 3.75% increase on May 1, 2009, and a 3.75% increase on May 1, 2010.

Section 13.1.A. Shift Differential

Effective upon ratification a shift differential of fifty cents ($.50) per hour shall be paid to all non-probationary TCO's and TCO Support Clerks assigned to work shifts except the shift from 6:30 a.m. to 3:00 p.m.

Effective upon ratification all non-probationary Maintenance workers I, II and III's working in Public Works shall be paid a shift differential of fifty cents ($.50) per hour in addition to their base salary rate when assigned to the 12:30 p.m. to 9:00 p.m. shift.

Section 13.2. Initial Placement on Salary Schedule. The initial placement of a new employee on the salary schedule shall be determined by the Employer based on the employee's prior experience, if any, and market considerations. The step at which the new employee shall be placed shall be determined by the Employer.

Section 13.3. Pay Upon Promotion/Demotion. If an employee is promoted to a higher job classification, said employee shall immediately be placed at the entry step for the higher job

classification or at the pay step in the higher job classification which is closest to but higher than the pay step the employee was receiving immediately prior to being promoted, whichever is higher.

If an employee is demoted to a position within the bargaining unit, or demoted from one bargaining unit position to another, then the employee shall be compensated pursuant to the pay range which applies to his new job classification. The step at which that employee shall be placed under the new pay range shall be determined by the Employer.

Section 13.4. Step Increases. A bargaining unit employee shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later), provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. Employees being paid at the last step of their pay range shall not receive a step increase unless and until they are promoted to a higher job classification, in which event they shall again be eligible for step increases provided they are not placed at the last step of the new pay range.

Section 13.5. Pay Period. The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown.

Section 13.6. Pay Rates for Higher Skills. When an employee is qualified for and is temporarily required to serve and accept the responsibility for work in a more responsible position with a higher pay range, such employee may receive the entrance rate of that position or can be advanced in the higher pay range to a level above his present rate, whichever is higher, while so assigned, subject to approval of the Village Manager or his designee. To qualify for the higher rate of pay, the temporary assignment shall be regular and continuous in character for at least seven (7) consecutive eight (8) hour working days.

Section 13.7. Pay Rate for TCO Trainer. Following the date this Agreement becomes effective, if a Telecommunicator (TCO) is specifically designated by the Village Chief of Police as a "TCO Trainer," then that TCO's existing rate of pay shall be increased by the amount of two hundred dollars ($200.00). The higher rate of pay shall only apply while the TCO remains designated as a TCO Trainer.

The Village Chief of Police retains the sole right to determine who shall be designated a TCO Trainer. The Village Chief of Police may, at his discretion, terminate and/or change any or all such designations at any time. A TCO Trainer shall perform those duties and responsibilities as may be specified from time to time by the Village Chief of Police or his designee.

Section 13.8. Longevity Pay. This section applies only to those employees hired before November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the fiscal year starting on May 1, 1997, and subsequent fiscal years starting on May 1, 1998 and on May 1, 1999. (e.g., An employee who had completed five years of continuous service in a full-time

position with the Village as of the employee's last anniversary date of hire observed prior to May 1, 1997 would be eligible for the longevity payment described below commencing on May 1, 1997. Alternatively, an employee who reaches his five year anniversary date following May 1, 1997 and before May 1, 1998 would not be entitled to any monthly longevity payment under this Section until the fiscal year commencing on May 1, 1998.)

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

Completed Years of Full-Time Service Prior	Current
5 - 9	1,000
10 - 14	1,400
15 - 19	1,700
20 +	2,000

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the fiscal year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

Section 13.9. Longevity Pay. This section applies only to those employees hired after November 20, 1997. Eligibility for longevity pay under this Section shall be determined based upon the number of years of continuous, full-time employment with the Village by an employee as of his most recent anniversary date of hire observed immediately prior to the fiscal year starting on May 1, 1998, and subsequent fiscal years starting on May 1, 1999 and on May 1, 2000.

Eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years	$300.00
15 years	$500.00
20 years	$700.00

Effective May 1, 2008, eligible employees in a bargaining unit position will receive longevity pay pursuant to the following schedule:

10 years – 14 years	$500.00
15 years – 19 years	$700.00
20 years +	$900.00

It is expressly agreed that eligibility for longevity pay shall be based exclusively upon the employee's last anniversary date of continuous service in a full-time position with the Village which occurred prior to the start of the fiscal year.

Notwithstanding any other provision of this Agreement, time spent working in a temporary, seasonal, six (6) month, part-time or short-term position with the Village shall not be counted when determining an employee's eligibility for longevity pay under this Section. If a non-bargaining unit employee who has already received a lump sum longevity payment subsequently becomes a member of the bargaining unit, then such employee shall not be eligible for any longevity pay under this Section until the following May 1.

ARTICLE XIV

OVERTIME

Section 14.1. Rate of Pay. All overtime work must be approved in advance by the employee's immediate supervisor. Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1) Daily. All hours worked by an employee in excess of eight (8.0) hours daily shall be paid at the rate of one and one-half (1.5) times the employees established hourly rate of pay, except as noted below.

2) Saturday Work. All work performed on Saturday, except as noted below.

3) Sunday Work. All overtime hours of work performed on Sunday shall be compensated at a rate of two (2) times the employee's established hourly rate, except as noted below.

The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular posted work schedules for a given workweek. Such employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) consecutive work day in that work week and two (2) times their regular hourly rate of pay for all work performed on their seventh (7th) consecutive work day in that work week. Does not apply to TCOs.

For purposes of determining an employee's eligibility for overtime pay, any day of vacation, holiday, personal leave, funeral leave or sick leave for which the employee is paid pursuant to the provisions of this Agreement shall be deemed to have been worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, nor may hours be pyramided.

Section 14.2.A. Distribution. Employees will be required to work overtime as assigned. The Village will, however, endeavor to distribute on a reasonably equitable basis overtime work to qualified employees in the same job classification and work crew, Division or Branch. A "work crew" may be comprised of employees from more than one Department, Division or Branch; e.g., the snow plowing work crew.

Where the Employer is aware in advance that overtime work will be needed, the Employer will attempt, if practicable, to offer that work to the employee within a work crew, Division or Branch and job classification who is qualified to perform the overtime assignment, in accordance with the rotation system described in this paragraph. Within a Work Crew, Division or Branch, the initial rotation shall start with the qualified employee in each classification who has the greatest seniority with the Village. A qualified employee who declines proffered overtime work under this section shall not again be entitled to overtime work until his next turn in the rotation. If an employee is determined not to be qualified for the specific overtime work in question, the employee shall not lose his place on the applicable rotation list. The Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtime.

The foregoing rotation provision shall not be applicable where the overtime work is a continuation of the-work being performed during the employee's normal hours of work; provided, however, if such overtime amounts to more than two hours, the employee shall revert to the bottom of the applicable rotation list. The rotation procedure described herein will be followed when practicable until the required employees have been selected for overtime work. If the use of the rotation procedure is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer for the overtime work, then the Employer shall assign the overtime as it deems appropriate.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time at his option the amount of overtime he would have been entitled to if he had worked.

Section 14.2.B. TCO. and TCO. Support Clerks Overtime Distribution. TCO's and TCO Support Clerks will be required to work overtime as assigned. When practicable, the Village will endeavor to distribute overtime work to available, qualified TCOs and TCO Support Clerks, in the manner described herein: TCO Support Clerks will only be called into a clerical position.

An overtime book shall be created annually allowing employees (to include qualified TCO Support Clerks) to sign up for overtime on their days off or holidays for any shift on any day of the year. Employees may sign up for four (4) or eight (8) hours on any of their days off or holidays and may also sign up for additional four (4) hours on any day that they may already be working.

Employees may sign up or remove their name from the overtime book any time prior to an actual call out.

Overtime will then be allocated using the following criteria: 1) TCO from affected shift in order of seniority who has signed up for full eight (8) hours; 2) TCO from other shifts in order

of seniority who has signed up for the full eight (8) hours; 3) TCO from affected shift in order of seniority who has signed up for four (4) hours; 4) TCOs from other shifts in order of seniority who has signed up for four (4) hours; 5) TCO Support Clerks in order of seniority who signed up for a full eight (8) hours; and 6) TCO Support Clerks in order of seniority who signs up for four (4) hours.

Employees who sign up for overtime are expected to be available to the department if overtime is required. Employees who sign up for overtime and turn down the overtime will be removed from the overtime book for the next thirty (30) days.

It is expressly understood that the Village shall not be required to break in on any work in progress or change an employee's shift when assigning overtimes. The call out procedure described above shall not be applicable when the overtime work is a continuation of the work being performed during the employee's normal hours of work.

If the use of the overtime call out book is not appropriate due to abnormal or unusual circumstances, or if enough employees do not volunteer or are unavailable for the overtime work, then the Employer shall assign the overtime, as it deems appropriate under the circumstances in accordance with General Order 22.7 as amended with the effective date of 1 June 1998.

If an employee demonstrates that he did not receive overtime for which he was entitled under this Section, then the remedy shall be to compensate the employee in compensatory time or overtime pay at the rate of time and one half. If a mutual agreement cannot be reached on the method of payment then the employee shall receive one and one half times his regular rate of pay he would have been entitled to if he had worked.

When practicable, the interest of public safety, the foregoing overtime procedure shall be administered by the Village in such a manner as to avoid having individual employees work more tan twelve (12) consecutive hours. Thus, the Village retains the right to limit an overtime assignment to an individual employee to a maximum of four (4) hours immediately preceding or following their regular shift.

Section 14.3 Effect on Regular Work Day. No overtime call out shall be in lieu of an employee's regular work day/shift unless agreed to by the employee.

Section 14.4 Part-Time TCO. Effective on the date of the signing of this Agreement, the Village will attempt to use part-time TCO's as replacements for TCO's when there is no full-time TCO available to work. When a full-time TCO requests a leave (sick, vacation, emergency, etc.) and it is approved, then that opening in the work schedule shall be filled by an available full-time TCO. If no full-time TCO is available then a part-time employee may fill the opening for the work schedule. When used at the direction of the TCO supervisor, part-time employees will be counted as part of minimum shift strength.

Section 14.5. On-Call and Call-Back of Telecommunicators. Notwithstanding any other provision to the contrary the provisions of this section shall only be applicable to those employees assigned to the position of telecommunicator. All employees are subject to be called to work any time during a twenty-four (24) hour period. When practicable, the Employer will

endeavor to rotate employees in the same job classification and Division or Branch who are placed on call. In addition, at least one bargaining unit member may be assigned by each department and/or division to be on call in order to respond to calls for assistance during off-duty hours.

Any employee called back to work after having gone home shall receive a minimum of two (2) hours work at his applicable pay rate unless the time extends into his regular work shift. Each hour spent in excess of two (2) hours on call-back work shall be paid for at applicable rates. The Village may require that an employee being paid for call-back time remain at work for the entire two hours to perform work tasks as assigned by the Village.

Section 14.5.A. On Call and Call Back for All Employees other than Telecommunicators. Notwithstanding any other provision to the contrary, this section shall be applicable to all employees covered by this Agreement except those employees assigned to the position of telecommunicator. All employees are subject to be called to work any time during a twenty-four (24) hour period. When practicable, the employer will endeavor to rotate employees in the same job classification and Division or Branch who are placed on call. In addition, at least one (1) bargaining unit member may be assigned by each department and/or division to be on call in order to respond to calls for assistance during off-duty hours.

Any employee who is called back to work outside of his regular work hours shall be paid a minimum of two (2) hours at his/her applicable hourly rate of pay, unless the time would reasonably extend into the employee's regular work shift. All call back time must be documented to the Employer's satisfaction on an individual employee's time card.

ARTICLE XV

DISCIPLINE AND DISCHARGE

Section 15.1. Discipline. The Employer agrees with the tenets of progressive and corrective discipline. Discipline shall normally include only the following: oral reprimand; written reprimand; suspension; and discharge.

The Village has the right to discipline, suspend and discharge employees only for just cause (probationary employees without cause).

While just cause is required, nothing in this article shall be deemed to alter or modify the Employer's right to establish or enforce work rules.

Section 15.2 Pre-disciplinary Meeting. The Employer shall not discharge any "post-probationary" employee without just cause. Prior to imposing discipline other than an oral or written reprimand, the Employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled immediately preceding or immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the end of his shift shall be paid from the end of his shift through the end of his hearing at the appropriate rate. An employee whose hearing begins before the start of his shift shall be paid

from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate.

Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Village Manager prior to implementing the intended disciplinary action, or his designee shall notify the Department Union Representative and meet with the employee involved, and the employee's Department Union Representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Department Union Representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

In the event disciplinary action of five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Village Manager from initiating additional disciplinary measures if new facts become known.

Reasonable extensions of time shall be given for rebuttal purposes if so requested by either party.

In cases of oral reprimands, the supervisor must inform the employee that he is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 16.1. Definition. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee which involves an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 16.2. Procedure. A grievance filed against the Village shall be processed in the following manner, except that grievances on suspensions thirty (30) days or greater and discharges shall be advanced filed at Step 3:

Step 1: An employee who has a grievance shall submit a written grievance signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. The written grievance should specify the provision or provisions of this Agreement which are alleged to have been violated, the factual basis for the alleged violation, and the specific relief requested. All grievances must be presented not later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, then within seven (7) business days after receipt of the supervisor's response in Step 1, it shall be submitted in writing designated as a "grievance" to the department head involved, provided the grievance shall be in writing and signed by the grievant. The written grievance shall contain a statement of all relevant, known facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the basis of such request. The department head and/or designee shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within seven (7) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant within seven (7) business days following receipt of the grievance or within seven (7) business days of such a meeting, whichever is later.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and up to two authorized Union representatives (employees or non-employees) within seven (7) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within seven (7) business days following the meeting.

Section 16.3. Arbitration. If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance in Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below within fifteen (15) business days after the Village's written answer is provided to the Union at Step 3.

(a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted within seven (7) calendar days of receipt of the panel. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator. (The striking process shall occur within fourteen (14) days after receipt of the final panel.)

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and date for the hearing. Absent mutual agreement between the Village and the Union, the hearing shall commence within thirty (30) days after the arbitrator selects the appointment. The hearing shall be held at the Village Hall or another mutually agreeable location.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 16.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. No liability shall accrue against the Employer for a date prior to seven (7) business days after the occurrence of the event giving rise to the grievance or seven (7) business days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The decision of the arbitrator shall be final and binding.

Section 16.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined to include Mondays through Fridays only, excluding legal holidays.

If a grievance is not presented within the time limits set forth above, the right to file it shall be considered "waived." If a grievance is settled by mutual agreement or not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered permanently withdrawn. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 16.6. Time Off. The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. In addition, if a conference is held between the immediate supervisor and the grievant and/or Union Steward under Step 1 on working time, there shall be no loss of compensation to the grievant and/or Union Steward. The grievant and one Union Steward shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be considered time worked for compensation purposes except as otherwise specifically provided in this Article.

Section 16.7. Representation. Nothing in this Agreement prevents an employee from presenting a written grievance to the Village and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at a conference between the employee and the Village concerning the grievance and that any settlement made shall not be inconsistent with the terms of this Agreement.

The Union may file a grievance on behalf of a particular bargaining unit employee in a specific instance, provided such employee has given the Union written authorization to submit the grievance to the Employer on his behalf. Upon request, the Union shall provide the Employer with a copy of the employee's authorization.

Section 16.8. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes concerning an alleged violation, misinterpretation or misapplication of the terms of this Agreement.

ARTICLE XVII

NO STRIKE-NO LOCKOUT

Section 17.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, as the Village in its discretion deems appropriate.

Section 17.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 17.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 17.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 17.4. Union Official Responsibility. Each employee who holds the position of officer or steward or committeeman of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

In addition, in the event of a violation of Section 17.1 of this Article the Union agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to take all available disciplinary action against them if they refuse.

Section 17.5. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XVIII

NONDISCRIMINATION

Section 18.1. Compliance with Laws. Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or handicap status.

Section 18.2. Americans with Disabilities Act. Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act (ADA), or an accommodation of an employee is otherwise contemplated by the employer, the employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this agreement where practicable. Any action which might conflict with the terms of this agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

ARTICLE XIX

UNIFORMS AND PROTECTIVE CLOTHING

Section 19.1 Uniforms and Protective Clothing. The employees agree to wear, and the Employer shall continue to provide, uniforms and protective clothing deemed necessary in the sole opinion of the Village to employees working at the Village Police Department and in the following job classifications: Maintenance Electrician, Water Meter Technician, Water Plant Operator, Maintenance Worker I, II and III, Mechanic II and Bus Driver.

Section 19.2. Uniform Care. Employees shall be responsible for the care and cleaning of uniforms provided by the Employer.

ARTICLE XX

HEALTH AND SAFETY

Section 20.1. Compliance with Laws. In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply will subject an employee to discipline up to and including discharge.

Section 20.2. Unsafe Conditions. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor.

Section 20.3. Safety Committee. A joint Safety Committee shall be formed by the Village and the Union. The Committee shall consist of not more than three (3) employees representing the Union and not more than an equal number of persons representing the Village. The Committee shall meet on a quarterly basis to review or make recommendations on safety or health conditions and to provide support for a strong safety program. Union employee members authorized to represent the Union at meetings of the joint Safety Committee will be paid by the Village for time spent at such meetings, but only at the straight time regular hourly rate for the hours they would otherwise have worked in their regular work schedule.

Section 20.4. Labor Management Meetings. For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern, the Union and the Village agree to meet quarterly through designated representatives. The Union shall designate up to three (3) representatives and the Village Manager shall designate up to three (3) representatives to attend such meetings. The party requesting the meeting shall prepare and submit a written agenda to the other party at least one (1) week in advance of the meeting.

ARTICLE XXI

TOOL ALLOWANCE AND LICENSING FEES

Section 21.1 . Those employees in the Mechanic II job classification shall be reimbursed for the purchase of those tools necessary for the employee to perform job duties, up to a maximum amount of Five Hundred Dollars ($500.00) per year. In order to be reimbursed for the purchase of tools, the employee must provide the Village with receipts or other evidence of purchase acceptable to the Village. Reimbursement during a calendar year shall only be made for tools purchased during the same period.

Section 21.2. Water Department. The Village agrees to reimburse Water Department employees who require certifications or licenses up to a maximum of one hundred dollars ($100.00) annual allowance.

Section 21.3. Commercial Drivers License Fee Reimbursement. Employees in those job positions which require a Commercial Drivers License (CDL) shall be reimbursed the cost of said commercial drivers license fee.

Section 21.4. Licensing Fees. The Village agrees to pay or reimburse an employee the cost of certification fees and/or license fees for those certifications and/or licenses which the Village in its sole discretion requires an employee to maintain with the exception of the employees individual drivers license.

ARTICLE XXII

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 22.1. Tuition Reimbursement. Employees of the Village may enroll in job-related undergraduate college, university or technical school courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester. The Employer retains the discretion to approve or deny any request for tuition reimbursement by an employee. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the employee's department or division head before enrolling in the course;

2. Obtain tuition reimbursement approval from the employee's department/division head and from the Village Manager before enrolling in the course;

3. Successfully complete the course with a grade of "C" or better;

4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and

5. Have been classified as a full-time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

If other funds or grants for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 22.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. An employee who has not obtained an associate degree or accrued a minimum of sixty (60) semester credit hours shall be required to attend a state supported college or university, an employee not attending a state supported institution prior to obtaining an associate degree or accruing sixty (60) semester credit hours shall be limited to reimbursement up to one hundred and fifty ($150) dollars per credit hours.

An employee who has obtained an associate degree or equivalent, attending undergraduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred ($200) dollars a semester credit hours.

An employee who is attending graduate courses at a non-state supported institution, shall be limited to reimbursement up to two hundred and fifty ($250) dollars a credit hour.

An employee wishing to attend a professional school i.e., law school, medical school, etc. shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

An employee who is currently attending any college, university, or other educational institution at any level and has previously received tuition reimbursement from the Village shall be allowed to continue with full tuition reimbursement until such time when the employee graduates. If an employee eligible for full reimbursement discontinues attending classes for more than two (2) semesters the employee shall no longer be eligible for full reimbursement as specified in this section.

If grant funds for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this section, the employee may reimburse the employer for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester.

Section 22.3. Authorization To Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from their department/division head and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

ARTICLE XXIII

INSURANCE

Section 23.1. Coverage and Costs. The Village agrees to make available to those full time employees regularly working forty (40) hours per week or more, group hospitalization, major medical, dental and vision care insurance.

Section 23.1.A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductible amounts which must be paid by an employee under insurance plans or programs in effect during the term of this Agreement.

Section 23.1.B. Insurance Change. The deductible amount for all PPO plan participants is $200.00 per individual; for family coverage the deductible is $600.00.

Section 23.1.C. Insurance Premium Cost Sharing. Effective July 1, 2008, Employee Premium Sharing Plan participants providing for individual and/or family coverage shall contribute toward monthly premium costs through payroll deductions in amounts not to exceed the following:

Coverage	07/01/08	10/1/08	10/1/09	10/1/10
PPO Single	$70.00	$75.00	$80.00	$85.00
PPO +1	$140.00	$150.00	$160.00	$170.00
PPO Family	$160.00	$170.00	$180.00	$190.00
HMO Single	$0	$0	$0	$0
HMO +1	$0	$0	$0	$0
HMO Family	$10.00	$15.00	$20.00	$25.00

Consumer Driven Health Plan/HSA, Single, +1 and Family $0 each year for each category, deductibles consistent with IRS guidelines, prescriptions per plan design.

Prescriptions for PPO and HMO
Effective July 1, 2008

$8 Generic
$12 Brand when generic is not available
$20 Brand if a brand prescription is purchased and a generic is available.

Effective October 1, 2009

$10 Generic

$15 Brand when generic is not available
$25 Brand if a brand prescription is purchased and a generic is available

Section 23.1.D. Vision Care Plan. This managed eye care program covers eligible employees and their eligible dependents. Essentially, the plan provides payment of fees to participating doctors or opticians. Details of the Plan Benefits Administration are detailed in the vision care brochure.

Section 23.2. Health Maintenance Organization. The Village agrees to provide full time employees (as defined in Section 23.1) with the option of enrolling in a health maintenance organization selected by the Employer in accordance with applicable law.

Section 23.3. Life Insurance. The Employer shall provide, at no cost to the full time employee, life insurance coverage not to exceed $150,000.00 equal to two times one (1) year's current annual base salary of an employee. Part time employees regularly employed for fewer than forty hours per week are not eligible for such insurance.

Section 23.4. Conversion. Upon resigning or retiring from employment, an employee may, subject to applicable law and the terms of any insurance policy, choose to continue participation in a health insurance plan. Said participation would be based upon a conversion of the employee's group plan to an individual plan. All premiums required as a result of any conversion shall be entirely at the employee's sole expense.

Section 23.5. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 23.6. Right to Change Insurance Carriers. The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage so long as the level of benefits remains substantially the same.

ARTICLE XXIV

SAVINGS CLAUSE

Section 24.1. Savings Clause. If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such

event, the Village and the Union agree to promptly begin negotiations on a substitute for the invalidated article, section or portion thereof. During the course of such negotiations, Article XVII, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXV

DRUG TESTING

Section 25.1. Drug Testing. The Employer and AFSCME agree to be bound by the provisions of Appendix D-1, D-2 and D-3 attached hereto.

ARTICLE XXVI

ENTIRE AGREEMENT

Section 26.1. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement.

ARTICLE XXVII

TERMINATION

Section 27.1. Termination. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the last day of April, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) 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 thirty (30) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no 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 19th day of May, 2008

VILLAGE OF ORLAND PARK

Daniel J. McLaughlin
Mayor

Village Manager

Village Clerk

AFSCME COUNCIL 31

Al Drantz
Staff Representative
AFSCME Council 31

President, Local 368

Vice President

Treasurer

Secretary

SIDE LETTER

REGARDING DECREASE OF INSURANCE COST SHARING

This Side Letter is entered into by the VILLAGE OF ORLAND PARK (hereinafter referred to as the "Village") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31 (hereinafter referred to as "AFSCME") on behalf of its affiliated Local 368.

The Village agrees that if during the term of this Agreement should the Metropolitan Alliance of Police Collective Bargaining Agreement or any other Collective Bargaining Agreement with the Village decrease the employee monthly insurance premium cost sharing in the current PPO or HMO group health, dental, vision and life insurance plans of this Agreement, such reduced premium shall also be applicable to all AFSCME bargaining unit employees retroactive to the date that such decrease(s) becomes effective for such other bargaining unit(s).

VILLAGE OF ORLAND PARK

By: _____

Dated: 4.17.08

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31

By: Peter Schnoff

Dated: 4/17/08

APPENDIX A

CHECKOFF AUTHORIZATION

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the American Federation of State, County and Municipal Employees ("AFSCME") AFL-CIO, and to remit said amounts directly to the Union on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or such shorter period as may be required by law) is given by the employee to the Village.

_____
Print Name

_____
Signature

_____
Date

Village of Orland Park		5/27/2008	UPDATED					
AFSCME Local #368 Pay Rates								
5/1/2007 through 4/30/2011								
Position	Effective	Step 1	2	3	4	5	6	7
Telecommunicator	5/1/2007	$38,845.53	$40,691.77	$42,632.25	$44,668.15	$46,809.99	$49,058.67	$51,419.74
Grade 245 POS 181	$1,000 market adjustment	$18.6757	$19.5633	$20.4963	$21.4751	$22.5048	$23.5859	$24.7210
	5/1/2007	$40,302.23	$42,217.71	$44,230.96	$46,343.20	$48,565.37	$50,898.37	$53,347.98
	3.75%	$19.3761	$20.2970	$21.2649	$22.2804	$23.3487	$24.4704	$25.6481
	5/1/2008	$41,813.57	$43,800.87	$45,889.62	$48,081.07	$50,386.57	$52,807.06	$55,348.53
	3.75%	$20.1027	$21.0581	$22.0623	$23.1159	$24.2243	$25.3880	$26.6099
	5/1/2009	$43,381.58	$45,443.40	$47,610.48	$49,884.11	$52,276.07	$54,787.32	$57,424.10
	3.75%	$20.8565	$21.8478	$22.8897	$23.9827	$25.1327	$26.3401	$27.6077
	5/1/2010	$45,008.39	$47,147.53	$49,395.87	$51,754.77	$54,236.42	$56,841.85	$59,577.50
	3.75%	$21.6386	$22.6671	$23.7480	$24.8821	$26.0752	$27.3278	$28.6430
Communications Training Officer Add $200.00 per month								
Grade 250 POS 188								
Position	Effective	Step 1	2	3	4	5	6	7
TCO Support Clerk	5/1/2007	$37,310.09	$38,990.23	$40,919.67	$42,863.38	$44,896.37	$47,045.96	$49,292.42
Grade 244 POS 44	3.75%	$17.9375	$18.7453	$19.6729	$20.6074	$21.5848	$22.6183	$23.6983
	5/1/2008	$38,709.22	$40,452.36	$42,454.16	$44,470.76	$46,579.98	$48,810.19	$51,140.89
	3.75%	$18.6102	$19.4483	$20.4107	$21.3802	$22.3942	$23.4664	$24.5870
	5/1/2009	$40,160.81	$41,969.32	$44,046.19	$46,138.41	$48,326.73	$50,640.57	$53,058.67
	3.75%	$19.3081	$20.1776	$21.1761	$22.1819	$23.2340	$24.3464	$25.5090
	5/1/2010	$41,666.84	$43,543.17	$45,697.92	$47,868.60	$50,138.99	$52,539.59	$55,048.37
	3.75%	$20.0321	$20.9342	$21.9702	$23.0138	$24.1053	$25.2594	$26.4656

Position	Effective	Step 1	2	3	4	5	6	7
Bus Driver	5/1/2007	$36,554.59	$38,276.94	$40,086.43	$41,985.51	$43,981.15	$46,075.47	$48,276.08
Grade 255 POS 35	3.75%	$17.5743	$18.4024	$19.2723	$20.1853	$21.1448	$22.1517	$23.2097
	5/1/2008	$37,925.39	$39,712.32	$41,589.67	$43,559.96	$45,630.44	$47,803.30	$50,086.43
	3.75%	$18.2334	$19.0925	$19.9950	$20.9423	$21.9377	$22.9824	$24.0800
	5/1/2009	$39,347.59	$41,201.53	$43,149.29	$45,193.46	$47,341.58	$49,595.93	$51,964.68
	3.75%	$18.9171	$19.8084	$20.7448	$21.7276	$22.7604	$23.8442	$24.9830
	5/1/2010	$40,823.12	$42,746.59	$44,767.38	$46,888.22	$49,116.89	$51,455.77	$53,913.35
	3.75%	$19.6265	$20.5512	$21.5228	$22.5424	$23.6139	$24.7384	$25.9199
Position	Effective	Step 1	2	3	4	5	6	7
Drafting Technician	5/1/2007	$42,510.23	$44,531.98	$46,654.85	$48,882.49	$51,223.08	$53,679.97	$56,258.33
	3.75%	$20.4376	$21.4096	$22.4302	$23.5012	$24.6265	$25.8077	$27.0473
	5/1/2008	$44,104.36	$46,201.93	$48,404.41	$50,715.58	$53,143.94	$55,692.97	$58,368.02
	3.75%	$21.2040	$22.2125	$23.2714	$24.3825	$25.5500	$26.7755	$28.0615
	5/1/2009	$45,758.27	$47,934.50	$50,219.57	$52,617.41	$55,136.84	$57,781.46	$60,556.82
	3.75%	$21.9992	$23.0454	$24.1440	$25.2968	$26.5081	$27.7795	$29.1139
	5/1/2010	$47,474.21	$49,732.05	$52,102.81	$54,590.57	$57,204.47	$59,948.26	$62,827.70
	3.75%	$22.8241	$23.9096	$25.0494	$26.2455	$27.5022	$28.8213	$30.2056
Position	Effective	Step 1	2	3	4	5	6	7
Engineering Technician	5/1/2007	$45,581.73	$47,756.22	$50,038.81	$52,437.41	$54,955.94	$57,600.50	$60,374.72
	3.75%	$21.9143	$22.9597	$24.0571	$25.2103	$26.4211	$27.6925	$29.0263
	5/1/2008	$47,291.04	$49,547.08	$51,915.27	$54,403.81	$57,016.79	$59,760.52	$62,638.77
	3.75%	$22.7361	$23.8207	$24.9593	$26.1557	$27.4119	$28.7310	$30.1148
	5/1/2009	$49,064.45	$51,405.09	$53,862.09	$56,443.95	$59,154.92	$62,001.54	$64,987.72
	3.75%	$23.5887	$24.7140	$25.8952	$27.1365	$28.4399	$29.8084	$31.2441
	5/1/2010	$50,904.37	$53,332.78	$55,881.92	$58,560.60	$61,373.23	$64,326.59	$67,424.76
	3.75%	$24.4733	$25.6408	$26.8663	$28.1541	$29.5064	$30.9262	$32.4158

Position	Effective	Step 1	2	3	4	5	6	7
Elec Maint Tech HVAC	5/1/2007	$49,924.03	$52,316.25	$54,828.10	$57,464.16	$60,233.51	$63,140.43	$66,193.71
Grade 270 POS 76	3.75%	$24.0019	$25.1520	$26.3597	$27.6270	$28.9584	$30.3560	$31.8239
	5/1/2008	$51,796.18	$54,278.11	$56,884.16	$59,619.06	$62,492.27	$65,508.20	$68,675.97
	3.75%	$24.9020	$26.0952	$27.3482	$28.6630	$30.0444	$31.4943	$33.0173
	5/1/2009	$53,738.54	$56,313.54	$59,017.31	$61,854.78	$64,835.73	$67,964.75	$71,251.32
	3.75%	$25.8358	$27.0738	$28.3737	$29.7379	$31.1710	$32.6754	$34.2554
	5/1/2010	$55,753.73	$58,425.29	$61,230.46	$64,174.33	$67,267.07	$70,513.43	$73,923.25
	3.75%	$26.8047	$28.0891	$29.4377	$30.8530	$32.3399	$33.9007	$35.5400
Position	Effective	Step 1	2	3	4	5	6	7
Maintenance Worker I	5/1/2007	$39,171.21	$41,023.52	$42,972.09	$45,015.40	$47,163.18	$49,417.53	$51,784.54
Grade 280 POS 110	3.75%	$18.8323	$19.7228	$20.6597	$21.6420	$22.6746	$23.7584	$24.8964
	5/1/2008	$40,640.13	$42,561.90	$44,583.54	$46,703.48	$48,931.79	$51,270.69	$53,726.46
	3.75%	$19.5385	$20.4625	$21.4344	$22.4536	$23.5249	$24.6494	$25.8300
	5/1/2009	$42,164.13	$44,157.97	$46,255.43	$48,454.86	$50,766.74	$53,193.34	$55,741.20
	3.75%	$20.2712	$21.2298	$22.2382	$23.2956	$24.4071	$25.5737	$26.7987
	5/1/2010	$43,745.29	$45,813.90	$47,990.01	$50,271.92	$52,670.49	$55,188.09	$57,831.50
	3.75%	$21.0314	$22.0259	$23.0721	$24.1692	$25.3224	$26.5327	$27.8036
Position	Effective	Step 1	2	3	4	5	6	7
Maintenance Worker II	5/1/2007	$43,613.42	$45,689.83	$47,871.00	$50,158.46	$52,563.73	$55,085.61	$57,736.84
Grade 285 POS 113	3.75%	$20.9680	$21.9663	$23.0149	$24.1146	$25.2710	$26.4835	$27.7581
	5/1/2008	$45,248.92	$47,403.20	$49,666.16	$52,039.40	$54,534.87	$57,151.32	$59,901.97
	3.75%	$21.7543	$22.7900	$23.8780	$25.0189	$26.2187	$27.4766	$28.7990
	5/1/2009	$46,945.75	$49,180.82	$51,528.65	$53,990.87	$56,579.93	$59,294.49	$62,148.30
	3.75%	$22.5701	$23.6446	$24.7734	$25.9572	$27.2019	$28.5070	$29.8790
	5/1/2010	$48,706.22	$51,025.10	$53,460.97	$56,015.53	$58,701.67	$61,518.03	$64,478.86
	3.75%	$23.4165	$24.5313	$25.7024	$26.9305	$28.2220	$29.5760	$30.9995

Position	Effective	Step 1	2	3	4	5	6	7
Maintenance Worker III	5/1/2007	$46,030.23	$48,228.10	$50,535.60	$52,957.57	$55,500.71	$58,171.98	$60,975.96
Grade 290 POS 116	3.75%	$22.1299	$23.1866	$24.2960	$25.4604	$26.6830	$27.9673	$29.3154
	5/1/2008	$47,756.36	$50,036.66	$52,430.68	$54,943.48	$57,581.98	$60,353.43	$63,262.56
	3.75%	$22.9598	$24.0561	$25.2071	$26.4151	$27.6836	$29.0161	$30.4147
	5/1/2009	$49,547.23	$51,913.03	$54,396.83	$57,003.86	$59,741.31	$62,616.69	$65,634.90
	3.75%	$23.8208	$24.9582	$26.1523	$27.4057	$28.7218	$30.1042	$31.5552
	5/1/2010	$51,405.25	$53,859.77	$56,436.71	$59,141.51	$61,981.61	$64,964.81	$68,096.21
	3.75%	$24.7141	$25.8941	$27.1330	$28.4334	$29.7988	$31.2331	$32.7386
Position		Step 1	2	3	4	5	6	7
Mechanic II	5/1/2007	$47,895.90	$50,186.70	$52,590.45	$55,115.36	$57,768.12	$60,552.36	$63,474.45
Grade 295 POS 119	3.75%	$23.0269	$24.1282	$25.2839	$26.4978	$27.7731	$29.1117	$30.5166
	5/1/2008	$49,692.00	$52,068.70	$54,562.59	$57,182.19	$59,934.42	$62,823.07	$65,854.75
	3.75%	$23.8904	$25.0330	$26.2320	$27.4914	$28.8146	$30.2034	$31.6609
	5/1/2009	$51,555.45	$54,021.27	$56,608.69	$59,326.52	$62,181.96	$65,178.93	$68,324.30
	3.75%	$24.7863	$25.9718	$27.2157	$28.5224	$29.8952	$31.3360	$32.8482
	5/1/2010	$53,488.78	$56,047.07	$58,731.51	$61,551.27	$64,513.79	$67,623.14	$70,886.46
	3.75%	$25.7158	$26.9457	$28.2363	$29.5920	$31.0162	$32.5111	$34.0800
Position	Effective	Step 1	2	3	4	5	6	7
Water Meter Technician	5/1/2007	$39,171.21	$41,023.52	$42,972.09	$45,015.40	$47,163.18	$49,417.53	$51,784.54
Grade 300 POS 201	3.75%	$18.8323	$19.7228	$20.6597	$21.6420	$22.6746	$23.7584	$24.8964
	5/1/2008	$40,640.13	$42,561.90	$44,583.54	$46,703.48	$48,931.79	$51,270.69	$53,726.46
	3.75%	$19.5385	$20.4625	$21.4344	$22.4536	$23.5249	$24.6494	$25.8300
	5/1/2009	$42,164.13	$44,157.97	$46,255.43	$48,454.86	$50,766.74	$53,193.34	$55,741.20
	3.75%	$20.2712	$21.2298	$22.2382	$23.2956	$24.4071	$25.5737	$26.7987
	5/1/2010	$43,745.29	$45,813.90	$47,990.01	$50,271.92	$52,670.49	$55,188.09	$57,831.50
	3.75%	$21.0314	$22.0259	$23.0721	$24.1692	$25.3224	$26.5327	$27.8036

Position	Effective	Step 1	2	3	4	5	6	7
Water Plant Operator	5/1/2007	$46,032.05	$48,226.58	$50,535.60	$52,955.75	$55,500.71	$58,171.98	$60,974.44
Grade 305 POS 204	3.75%	$22.1308	$23.1859	$24.2960	$25.4595	$26.6830	$27.9673	$29.3146
	5/1/2008	$47,758.25	$50,035.08	$52,430.68	$54,941.59	$57,581.98	$60,353.43	$63,260.98
	3.75%	$22.9607	$24.0553	$25.2071	$26.4142	$27.6836	$29.0161	$30.4139
	5/1/2009	$49,549.19	$51,911.40	$54,396.83	$57,001.90	$59,741.31	$62,616.69	$65,633.27
	3.75%	$23.8217	$24.9574	$26.1523	$27.4048	$28.7218	$30.1042	$31.5545
	5/1/2010	$51,407.28	$53,858.07	$56,436.71	$59,139.47	$61,981.61	$64,964.81	$68,094.52
	3.75%	$24.7150	$25.8933	$27.1330	$28.4324	$29.7988	$31.2331	$32.7377
Position	Effective	Step 1	2	3	4	5	6	7
Inventory Control Technician	5/1/2007	$39,171.21	$41,023.52	$42,972.09	$45,015.40	$47,163.18	$49,417.53	$51,784.54
Grade 280 POS 109	3.75%	$18.8323	$19.7228	$20.6597	$21.6420	$22.6746	$23.7584	$24.8964
	5/1/2008	$40,640.13	$42,561.90	$44,583.54	$46,703.48	$48,931.79	$51,270.69	$53,726.46
	3.75%	$19.5385	$20.4625	$21.4344	$22.4536	$23.5249	$24.6494	$25.8300
	5/1/2009	$42,164.13	$44,157.97	$46,255.43	$48,454.86	$50,766.74	$53,193.34	$55,741.20
	3.75%	$20.2712	$21.2298	$22.2382	$23.2956	$24.4071	$25.5737	$26.7987
	5/1/2010	$43,745.29	$45,813.90	$47,990.01	$50,271.92	$52,670.49	$55,188.09	$57,831.50
	3.75%	$21.0314	$22.0259	$23.0721	$24.1692	$25.3224	$26.5327	$27.8036

APPENDIX C

MEMORANDUM OF UNDERSTANDING
REGARDING TUESDAY THROUGH SATURDAY WORKWEEK

This is a Memorandum of Understanding with respect to the 2007-2011 Collective Bargaining Agreement between the Village of Orland Park, Illinois ("Village") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 ("Union"). This Memorandum of Understanding reflects an agreement between the Village and the Union which will be in effect for term of said Collective Bargaining Agreement.

When the Village schedules an employee to work a Tuesday through Saturday work week, and the Village observes a paid holiday on a Monday, then such employee shall receive eight (8) hours pay at the employee's straight time hourly rate for the observance of said holiday. Payment of this amount is subject to those eligibility requirements contained in Section 8.5 of the Agreement.

If an employee actually works forty (40) hours during a Tuesday through Saturday work week, but also receives eight (8) hours pay for a holiday observed on a Monday of that same week, then the eight (8) hours pay received for the holiday will count as hours worked for purposes of determining the employee's eligibility for overtime pay.

The Village retains the right to determine, and change from time to time, the work schedules of all bargaining unit employees. The provisions of this Memorandum of Understanding shall supersede any contrary provision of the 2007-2011 collective Bargaining Agreement. This Memorandum of Understanding shall not apply to bargaining unit employees in the position of telecommunicator.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 31

By: Pete Schmaf

Date: 11/19/09

VILLAGE OF ORLAND PARK

By: _____

Date: _____

VILLAGE OF ORLAND PARK DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR SAFETY SENSITIVE EMPLOYEES COVERED UNDER THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Effective: May 19, 2008

I. OVERVIEW

A. Statement of Purpose

The Village of Orland Park (the "Village") is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village's employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;

2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;

3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and

4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

This policy also is intended to comply with all applicable federal regulations governing workplace drug and alcohol testing programs in the motor carrier industry, including those regulations issued by the U.S. Department of Transportation ("DOT"), 49 CFR Part 40, and the Federal Motor Carrier Safety Administration ("FMCSA"), 49 CFR Part 382, which mandate drug and alcohol testing for employees working in safety-sensitive positions as defined under the FMCSA, and describe the testing procedures to be followed.

This document sets forth the drug and alcohol policy and testing program (the "Policy") of the Village for employees in safety-sensitive positions. It was developed to comply with the requirements of all applicable federal laws and to identify all of those instances when a Village safety-sensitive employee will be subject to drug and/or alcohol testing.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law, regulation, or applicable collective bargaining agreement presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected. Where applicable, the document sets forth those policies and procedures that are Village-mandated and not required by the FMCSA.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective October 1, 2006 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

B. Employee and Management Responsibilities

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resources Manager (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resources Manager may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

II. PERSONS SUBJECT TO TESTING

Every employee or applicant who holds a commercial driver's license (CDL) and operates a commercial motor vehicle for the Village is considered to be a "safety-sensitive" employee subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment.

For purposes of this policy, a safety-sensitive function is defined as:

> All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:
>
> (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
> (2) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
> (3) All time spent at the driving controls of a commercial motor vehicle in operation;

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

The specific categories of employees subject to testing under this policy are attached as Appendix B.

For purposes of this policy, in addition to all full-time, regularly employed drivers employed by the Village, all casual, intermittent, occasional, and leased drivers, as well as owner-operator contractors, providing services on behalf of the Village will be included in references to "employees" and "drivers".

III. POLICY COMMUNICATION AND TRAINING

A. Employees

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and

2. Informational material concerning:

   - The effects of alcohol and controlled substances use on an individual's health, work, and personal life;

   - Signs and symptoms of an alcohol or a controlled substances problem (the employee's or a co-worker's); and

   - Available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program or referral to management. The method mandated by the Village is for employees to notify a supervisor immediately if the believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy.

Additionally, the Village will make copies of 49 CFR Parts 40 and 382 readily available upon request of any employee subject under this policy.

B. Supervisory Employees

All persons designated to supervise covered employees shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo testing under the FMCSA regulations. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substance problem is suspected.

IV. EMPLOYEE ASSISTANCE

A. Employee Assistance Program

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP") offered through Metropolitan Family Services. The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is contained in the Employee Manual. Any questions regarding the Village's EAP should be referred to the Village's Human Resources Manager (or a designated representative).

B. Employee Admission of Alcohol/Drug Use

The Village has established a qualified voluntary self-identification program in accordance with the FMCSA regulations that allows employees to admit to alcohol misuse or controlled substances use without being subject to the referral, evaluation, and treatment requirements of the FMCSA and DOT regulations.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resources Manager. Once an employee has made a voluntary admission of alcohol misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program and with FMCSA regulations, an employee:

- May not self-identify in order to avoid testing under this policy.

- Must make the admission of alcohol misuse or drug use prior to performing a safety-sensitive function.

- Is prohibited from performing a safety-sensitive function until:

  - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;

  - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and

  - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a Village-mandated return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resources Manager (or a designated representative).

V. PROHIBITED CONDUCT

A. Alcohol

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions. Nor shall a Village supervisory person permit the employee to perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test. Additionally, separate from the FMCSA testing regulations, the employee may only return to work if the employee's alcohol concentration measures less than 0.02 as determined by a Village-mandated return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Use

All persons covered by this policy are prohibited from using alcohol while performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions shall permit the employee to perform or continue to perform safety-sensitive functions.

4. Pre-Duty Use

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employee to perform or continue to perform safety-sensitive functions.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.

6. Village Prohibitions

Separate from FMCSA testing regulations, the use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of alcohol.

B. Drugs

1. FMCSA Prohibitions

No employee covered by this policy shall report for duty or remain on duty requiring the performance of safety-sensitive functions when he/she possesses, is under the influence of, or uses any controlled substance,[1] except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a commercial motor vehicle. The drugs for which tests are required under the DOT and FMCSA regulations are: Marijuana (THC), Cocaine, Amphetamines, Phencyclidine (PCP), and Opiates. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR 40.87.

[1] This includes the drugs and other substances provided for under 49 CFR Part 392.4.

No Village supervisory employee having actual knowledge that a covered employee has used a controlled substance shall permit the employee to perform or continue to perform a safety-sensitive function.

2. Village Prohibitions

Separate from the FMCSA testing regulations, the unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance[2] or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

I This includes the drugs and other substances provided for under 49 CFR Part 392.4.
ii This includes the drugs and other substances provided for under Schedules I through V of 21 CFR Part 1308.

C. Conduct that Constitutes a Refusal to Test

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, consistent with applicable FMCSA regulations, after being directed to do so by the Village. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA.

- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

- Failure to permit a directly observed or monitored collection when required.

[2] This includes the drugs and other substances provided for under Schedules I through V of 21 CFR Part 1308.

- Failure or declining to take a second test the Village or collector has directed the employee to take.

- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

- Failure to sign the certification at Step 2 of the Alcohol Testing Form.

- Failure to cooperate with any part of the testing process.

- An adulterated or substituted test result verified by an Medical Review Officer (MRO).

VI. TESTING CIRCUMSTANCES

All covered applicants and employees are required to submit to drug and alcohol tests conducted in compliance with 49 CFR Parts 40 and 382 under the following circumstances.

A. Pre-Employment Testing

Prior to the first time a driver performs a safety-sensitive function for the Village, the driver shall undergo testing for drugs as a condition of being used. The pre-employment testing requirement includes situations in which a driver returns to work following a period of more than thirty (30) days during which the driver has not participated in a controlled substances testing program that meets the requirements of the FMCSA. The Village shall not allow a driver whom the Village intends to hire or use to perform safety-sensitive functions unless the Village has received a verified negative drug test result.

Each covered employee (including new hires and those transferring into safety-sensitive positions) will be asked if they have ever refused to take, or tested positive on, any pre-employment drug or alcohol test used to qualify the employee for safety-sensitive transportation work during the past two years. Additionally, the Village is required to obtain drug and alcohol test information from each driver's previous DOT-regulated employer(s), pursuant to the employee's written consent. If the employee refuses to provide this consent, he/she will be prohibited from performing safety-sensitive work for the Village. Any employee who has violated the DOT drug and alcohol regulations will be prohibited from performing safety-sensitive work for the Village until the employee or previous employer provides documentation of the employee's successful completion of the DOT-regulated return-to-duty process.

B. Post-Accident Testing

As soon as practicable following an accident involving a commercial motor vehicle on a public road, in commerce, each surviving covered employee will be tested for alcohol and drugs when either:

1. The accident involved a fatality; or

2. The employee received a citation under state or local law for a moving traffic violation arising from an accident that involved:

   a) Injury requiring medical treatment away from the scene, or
   b) One or more vehicles incurring disabling damage and having to be towed from the scene.

This section does not apply to an occurrence involving only:

1. Boarding or alighting from a stationary motor vehicle; or

2. The loading or unloading of cargo.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

If the Village is not able to complete testing during this time frame, the Village may utilize testing performed by Federal, State, or local officials having independent authority for the test to effectuate the purposes of this policy, provided such tests conform to the applicable Federal, State, or local testing requirements.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying the Village of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Separate from any FMCSA requirements, in any case involving a post-accident testing circumstance in which there also is a reasonable suspicion that the covered employee has used a prohibited drug and/or engaged in alcohol misuse, the employee shall be removed from and not returned to safety-sensitive service until the test results have been reported and confirmed as negative. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the reasonable suspicion observation and

complete a Condition of Employee Report, a sample of which is attached as Appendix C.

C. Random Testing

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. The Village will test covered employees at a rate of at least the minimum rate established by the federal government. The dates for administering testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day. Testing will be unannounced and once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site. Each person covered by this policy is subject to random alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function.

Employees may only be excused from random testing if they have not reported for work for a legitimate reason. All employees who are available for testing shall be tested.

D. Reasonable Suspicion Testing

All employees covered by this policy shall submit to drug and/or alcohol tests when the Village has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse in violation of the FMCSA prohibitions provided in Section V.A.1-5 and V.B.1 of this Policy. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The observations may include indications of the chronic and withdrawal effects of drugs. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix C. This Report must be completed within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is earlier.

Employees covered by this policy may be directed to undergo reasonable suspicion drug testing at any time while on duty. Employees may be directed to undergo reasonable suspicion alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function. Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and

maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

If reasonable suspicion of alcohol misuse is observed but a reasonable suspicion alcohol test has not yet been administered, an employee shall not perform safety-sensitive functions until:

1. An alcohol test is administered and the employee's alcohol concentration measures less than 0.02, or

2. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

Separate from any FMCSA requirements, in all cases where an employee is required to submit to a "reasonable suspicion" drug or alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative.

E. Return-to-Duty Testing

Any employee returning to a safety-sensitive position following a violation of the drug and/or alcohol testing regulations will be required to be evaluated by a substance abuse professional ("SAP"), complete a SAP recommended treatment and/or education program, and complete a return to duty test with a negative test result.

The employee must have a verified negative drug test result and/or alcohol test result of less than 0.02 to return to duty to perform a safety-sensitive function. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

F. Follow-Up Testing

An employee who is allowed to return to duty to perform a safety-sensitive function following a violation of the drug and/or alcohol testing regulations will be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

The foregoing is separate from and in addition to the Village's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

The requirements of the SAP's follow-up plan "follow the employee" to subsequent employers or through breaks in service.

G. Other Village Mandated Testing Circumstances

Separate from the FMCSA testing requirements and subject to any applicable collective bargaining agreement, the Village requires that all employees covered by this policy submit to a drug and/or alcohol test:

(i) In the event of an accident or any other incident involving property damage estimated at the time of the accident to be in excess of $1,000.00, not otherwise covered by the FMCSA testing regulations.

(ii) When the Village has reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse when the employee is on Village property or while on duty but is not otherwise covered by the FMCSA regulations.

(iii) Under "return to duty" testing circumstances not otherwise covered by the FMCSA regulations.

(iv) Under "follow-up" testing circumstances not otherwise covered by the FMCSA regulations.

VII. TESTING AND REPORTING PROCEDURES

The Village's testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Consistent therewith, the following is a summary of the collection and reporting procedures utilized in connection with drug and alcohol testing. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

A. Alcohol Testing and Reporting

All alcohol testing is conducted by a trained technician in a private setting. A breath or saliva testing device approved by the National Highway Traffic Safety Administration will be used.

The technician will ask for photo identification (e.g. driver's license, employer issued identification) or identity verification from a Village supervisor. The technician will complete the first part of the alcohol testing form, which includes the employee's name, Village's name, and the reason for the test. The employee will be asked to complete the second part of the form stating that he/she understands that he/she is about to be tested and that all information given is correct. Refusal to sign the form is considered a refusal to take the test. Refusal to take the test is treated the same way as failing a test.

A screening test is done first. If an evidential breath testing device (EBT) or non-evidential breath alcohol screening device (ASD) is used, an individually sealed mouthpiece will be opened in front of the employee and attached to the EBT or

ASD. The employee must blow forcefully into the mouthpiece of the testing device for at least six seconds or until he/she has provided an adequate amount of breath for testing. The technician will show the employee the reading on the device and enter the result on the testing form or (if the device prints the results) affix the printed results to the form with tamper-evident tape.

If a saliva testing device is used, the technician will check the expiration date on the device and show it to the employee. A device may not be used after its expiration date. The technician will open the individually sealed package containing the device in front of the employee. The employee or the technician will insert the device into the employee's mouth and gather saliva in the manner described by the devices manufacturer. The result on the device will be read within 15 minutes of the test, but no sooner than specified by the manufacturer of the device. The technician will show the employee the reading on the device and enter the result on the testing form.

If the reading on the breath or saliva testing device is 0.02 or greater, a confirmation test will be done using an approved EBT. The test will be done after 15 minutes but within 30 minutes of the first test. The employee will be asked not to eat, drink, belch, or put anything in his/her mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result. A new mouthpiece will be used for the confirmation test and an air blank will be conducted on the EBT. The result must be 0.00 for the test to proceed. If the screening and confirmation test results are not the same, the confirmation test result will be used.

The results of the confirmation test will be forwarded to the Village in a confidential manner.

B. Drug Testing and Reporting

All drug testing is done by analyzing a urine sample and is conducted by a trained collection site person in an appropriate, private setting.

The employee will be positively identified by the collection site person using photo identification or identity verification from a Village supervisor. The employee will be instructed to remove all unnecessary outer garments (coats, jackets, hats) and leave these garments along with any briefcase, purse, or other bag he/she may be carrying in a mutually agreeable location. The employee may keep his/her wallet. The employee will also be instructed to empty his/her pockets and display the items in them to ensure he/she is not carrying anything that could be used to tamper with a specimen. He/she will then be asked to wash and dry his/her hands prior to urination, immediately before providing a urine specimen.

Urine specimens will be collected in clean, single-use specimen bottles which are to remain in their protective, sealed wrapper until they can be unwrapped in front of the employee This ensures that the specimen is not tainted or contaminated.

The employee will be instructed to go into the room used for urination and provide a specimen of at least 45mL.

The temperature of the urine specimen will be taken within four minutes of collection and should fall within the acceptable temperature range for testing (90 –100 degrees F/ 32-38 degrees C). If the collection site person suspects the urine sample has been contaminated or tampered with, any unusual signs will be recorded on the collection site form and the employee will be asked to provide a second sample. The first sample will still be tested as usual, but the second sample must be collected under direct observation of a same-gender collection site person.

The specimen is then divided into two containers by the collection site person and within the employee's presence. This provides two samples for testing, called primary and split. The split sample is available should the employee dispute the results of the test of the primary sample. These two samples are sent to a testing laboratory certified by the Department of Health and Human Services and will be tracked using the custody and control form.

Both the employee and the collection site person must keep the specimen in view at all times prior to the specimen containers being sealed and labeled in the employee's presence. The employee must then initial the tamper-evident bottle seals on the specimen bottles to certify that the specimen collected was his/hers.

At the laboratory, an initial test is performed on the primary sample. If this test is positive for the presence of controlled substances, a confirmation test will be conducted.

All test results will be reported to the MRO in a timely manner, preferably the same day that the review of the specimen by the certifying scientist is completed. The laboratory and MRO will ensure that the results are transmitted in a confidential and secure manner.

A review of the results will be done by the MRO. For reports of non-negative drug test results, the MRO will explore any possible medical explanations for a positive result or a result that indicates a specimen has been adulterated or substituted. The MRO will contact the employee about the test result and give him/her the opportunity to discuss the test result before making a final determination. After being notified of a positive test result or a result that indicates a specimen has been adulterated or substituted for the initial test, the employee will have 72 hours to request a test of the split specimen.

If the analysis of the split sample fails to confirm the presence of a drug, or reconfirm that the specimen was adulterated or substituted, the MRO will cancel the test and report this to the employee and the Village.

The results of all tests will be forwarded to the Village in written form on the same day or the next business day following verification by the MRO. All records will be kept confidential.

VIII. CONSEQUENCES FOR VIOLATING DRUG AND ALCOHOL PROHIBITIONS

A. Applicants

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be provided with a listing of SAP's and/or treatment programs.

Additionally, separate from any FMCSA-mandated requirements, any applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be disqualified from consideration for employment with the Village.

B. Employees

Any covered employee who violates any of the FMCSA-mandated testing regulations will be removed immediately from performing any safety-sensitive function.

Additionally, separate from any FMCSA-mandated requirements, any covered employee who violates the FMCSA testing regulations or Village-mandated prohibitions will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement).

Employees discharged from employment as a result of violating the drug and/or alcohol testing regulations will be provided with a listing of SAP's and/or treatment programs.

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing regulations may not return until the employee successfully completes the return to duty process set forth in **49 CFR 40 Subpart O**. This includes being evaluated by a SAP, complying with prescribed treatment, passing a return-to-duty test, and being subject to follow-up testing.

IX. CONFIDENTIALITY AND RECORDKEEPING

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, MRO, and the SAP will be held to strict confidentiality requirements consistent with FMCSA and DOT regulations as specified in 49 CFR 40 Subpart P, "Confidentiality and Release of Information" and 49 CFR 382.405, "Access to facilities and records".

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

Appendix A. Definitions

Actual knowledge

Actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. "Direct observation" as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under Section VI.D. of this policy.

Alcohol concentration

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Commercial motor vehicle (CMV)

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle—

(1) Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or

(2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or

(3) Is designed to transport 16 or more passengers, including the driver; or

(4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Controlled substances

Those substances identified in 49 CFR Part 40.85. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning. Unless specifically noted, drugs and controlled substances refer to:

–Marijuana (THC)
–Cocaine
–Opiates
–Phencyclidine (PCP)
–Amphetamines

Disabling damage

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight 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.

Driver

Any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

Employee

Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing, including individuals currently performing safely-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing, the term employee has the same meaning as the term "donor" as found on the CCF and related guidance materials produced by the Department of Health and Human Services.

Performing (a safety-sensitive function)

A driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Safety-sensitive function

All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

(1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;

(2) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

(3) All time spent at the driving controls of a commercial motor vehicle in operation;

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

Appendix B: Categories of Employees Subject to Testing Under This Policy

Part-time Recreation Instructor/ Bus Driver
Electrical Maintenance Technician/ HVAC
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Mechanic II
Water Meter Technician
Water Plant Operator
Foreman
Public Works Superintendent

Appendix C. Condition of Employee Report

Name of Observed Employee: _____

Job Title: _____

Observation Date/Day of Week: _____ / _____

Time Relieved of Duty: _____

Location Relieved of Duty: _____

Location Relieved of Duty: _____

Glassy Eyes	Yes___	No___
Blank Stare	Yes___	No___
Bloodshot eyes	Yes___	No___
Flushed face	Yes___	No___
Alcohol smell	Yes___	No___
Marijuana smell	Yes___	No___
Altered appearance	Yes___	No___

MOOD:

Mood changes	Yes___	No___
Isolating	Yes___	No___
Nervousness	Yes___	No___
Belligerent	Yes___	No___
Aggressive	Yes___	No___
Unusually quiet	Yes___	No___
Unusually talkative	Yes___	No___

BEHAVIOR:

Slurred speech	Yes___	No___
Confused speech	Yes___	No___
Staggering	Yes___	No___
Poor coordination	Yes___	No___
Tremors/shakes	Yes___	No___
Confused	Yes___	No___
Disoriented	Yes___	No___
Drowsiness	Yes___	No___
Sleeping	Yes___	No___
Hearing things	Yes___	No___
Seeing things	Yes___	No___
Blackouts	Yes___	No___

OTHER:

Did employee provide reason(s) for his/her physical conditions? If so, provide reason(s):

_____

_____

_____

Was employee directed to take a breath and urinalysis test? Yes___ No___
Did employee refuse to undergo the breath and urinalysis test? Yes___ No___
Was employee informed of the consequences for refusing the test? Yes___ No___

Name of supervisor: _____

Signature of supervisor: _____ Date: _____

Name of witness: _____

Signature witness: _____ Date: _____

VILLAGE OF ORLAND PARK DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR SAFETY SENSITIVE EMPLOYEES COVERED UNDER THE FEDERAL TRANSIT ADMINISTRATION

Effective: May 19, 2008

VILLAGE OF ORLAND PARK
DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR
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I. OVERVIEW

A. Statement of Purpose

The Village of Orland Park (the "Village") is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village's employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;

2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;

3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and

4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

This policy also is intended to comply with all applicable federal regulations governing workplace drug and alcohol testing programs in the transit industry, including those regulations issued by the U.S. Department of Transportation ("DOT"), 49 CFR Part 40, and the Federal Transit Administration ("FTA"), 49 CFR Part 655, which mandate drug and alcohol testing for employees working in safety-sensitive positions as defined under the FTA, and describe the testing procedures to be followed.

This document sets forth the drug and alcohol policy and testing program (the "Policy") of the Village for employees in safety-sensitive positions. It was developed to comply with the requirements of all applicable federal laws and to identify all of those instances when a Village safety-sensitive employee will be subject to drug and/or alcohol testing.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this document is intended to be read consistent with and subject to any otherwise applicable law, regulation, or applicable collective bargaining agreement presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the

remainder shall be affected. Where applicable, the document sets forth those policies and procedures that are Village-mandated and not required by the FTA.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective October 1, 2006 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

B. Employee and Management Responsibilities

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resources Manager (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resources Manager may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

II. PERSONS SUBJECT TO TESTING

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy:

- All full time, part time, seasonal, and temporary employees of the Village engaged in the performance of safety-sensitive functions; and
- Applicants for or transfers into positions of employment with the Village involving the performance of safety-sensitive functions.

For purposes of this policy, a "safety-sensitive function" is defined as:

- Operating a revenue service vehicle (including when not in revenue service).

- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.

- Controlling dispatch or movement of a revenue service vehicle.

- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.

Included in the foregoing are supervisors who in fact perform safety-sensitive functions. Supervisors of covered employees who themselves do not perform safety-sensitive functions are excluded.

All Village positions and their duties have been reviewed. Attached to this policy as Appendix B is a list of the safety-sensitive position titles identifying the persons subject to drug and alcohol testing based on this review. Every employee of the Village who performs a safety-sensitive function must participate in this program as a condition of employment.

III. POLICY COMMUNICATION AND TRAINING

A. Employees

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and

2. Informational material and at least 60 minutes of training concerning:

   - The effects of alcohol and controlled substances use on an individual's health, work, and personal life;

   - Signs and symptoms of an alcohol or a controlled substances problem (the employee's or a co-worker's); and

   - Available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program or referral to management. The method mandated by the Village is for employees to notify a supervisor immediately if the believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this policy.

Additionally, the Village will make copies of 49 CFR Parts 40 and 655 readily available upon request of any employee subject under this policy.

B. Supervisory Employees

All persons designated to supervise covered employees shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo testing under the FTA regulations. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substance problem is suspected.

IV. EMPLOYEE ASSISTANCE

A. Employee Assistance Program

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP") offered through Metropolitan Family Services. The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is contained in the Employee Manual. Any questions regarding the Village's EAP should be referred to the Village's Human Resources Manager (or a designated representative).

B. Employee Admission of Alcohol/Drug Use

Separate from the FTA regulations, the Village has established a voluntary self-identification program that allows employees to admit to alcohol misuse or controlled substances use without being subject to the referral, evaluation, and treatment requirements of the FTA and DOT regulations.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resources Manager. Once an employee has made a voluntary admission of alcohol misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program, an employee:

- May not self-identify in order to avoid testing under this policy.

- Must make the admission of alcohol misuse or drug use prior to performing a safety-sensitive function.

- Is prohibited from performing a safety-sensitive function until:

  - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;

  - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and

  - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a Village-mandated return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resources Manager (or a designated representative).

V. PROHIBITED CONDUCT

A. Alcohol

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a covered employee has an alcohol concentration of 0.04 or greater shall permit the employee to perform or continue to perform safety-sensitive functions.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No covered employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions. Nor shall a Village supervisory person permit the employee to perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following administration of the test. Additionally, separate from the FTA testing regulations, the Village will only permit the employee to return to work if the employee's alcohol concentration measures less than 0.02 as determined by a

Village-mandated return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Use

All persons covered by this policy are prohibited from using alcohol while performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions shall permit the employee to perform or continue to perform safety-sensitive functions.

4. Pre-Duty Use

All persons covered by this policy are prohibited from using alcohol within four (4) hours prior to performing safety-sensitive functions. No Village supervisory person having actual knowledge that a covered employee has used alcohol within four (4) hours of performing a safety-sensitive function shall permit the employee to perform or continue to perform safety-sensitive functions.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.

6. Village Prohibitions

Separate from FTA testing regulations, the use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of alcohol.

B. Drugs

1. FTA Prohibitions

Pursuant to the FTA regulations, all persons covered by this policy are prohibited at all times from using any of the following five (5) substances: Marijuana (THC), Cocaine, Amphetamines, Phencyclidine (PCP), and Opiates. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR 40.87. Covered employees may be tested for these drugs at any time while on duty under the circumstances outlined in Section VI.

No Village supervisory employee having actual knowledge that a covered employee has used a controlled substance shall permit the employee to perform or continue to perform a safety-sensitive function.

2. Village Prohibitions

i. Separate from the FTA testing regulations, the unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance[3] or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly accept relief from or permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

C. Conduct that Constitutes a Refusal to Test

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, consistent with applicable FTA regulations, after being directed to do so by the Village. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA.

- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

- Failure to permit a directly observed or monitored collection when required.

- Failure or declining to take a second test the Village or collector has directed the employee to take.

- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

- Failure to sign the certification at Step 2 of the Alcohol Testing Form.

- Failure to cooperate with any part of the testing process.

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[3] This includes the drugs and other substances provided for under Schedules I through V of 21 CFR Part 1308.

- An adulterated or substituted test result verified by an Medical Review Officer (MRO).

VI. TESTING CIRCUMSTANCES

All covered applicants and employees are required to submit to drug and alcohol tests conducted in compliance with 49 CFR Parts 40 and 655 under the following circumstances.

A. Pre-Employment Testing

All applicants for employment in safety-sensitive positions or employees being transferred into safety-sensitive positions will be informed in writing of the need to pass a required drug test as a condition of employment. No applicant or employee will be hired or transferred into a position involving the performance of safety-sensitive functions unless he/she passes the test. If a covered employee or applicant has previously failed or refused a DOT pre-employment drug test, he/she must provide proof of having successfully completed a referral, evaluation, and treatment plan. Additionally, any employee who has not performed a safety-sensitive function for ninety (90) consecutive calendar days regardless of the reason, and the employee has not been in the Village's random selection pool during that time, shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the Village shall require the applicant or employee to submit to and pass another test.

Each covered employee (including new hires and those transferring into safety-sensitive positions) will be asked if they have ever refused to take, or tested positive on, any pre-employment drug or alcohol test used to qualify the employee for safety-sensitive transportation work during the past two years. Additionally, the Village is required to obtain drug and alcohol test information from each driver's previous DOT-regulated employer(s), pursuant to the employee's written consent. If the employee refuses to provide this consent, he/she will be prohibited from performing safety-sensitive work for the Village. Any employee who has violated the DOT drug and alcohol regulations will be prohibited from performing safety-sensitive work for the Village until the employee or previous employer provides documentation of the employee's successful completion of the DOT-regulated return-to-duty process.

B. Post-Accident Testing

All employees covered by this policy who are involved in an accident will be required to submit to a drug and alcohol test. An "accident" is defined under 49 CFR Part 655.4 as an occurrence associated with the operation of a mass-transit vehicle in which:

- An individual dies;
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident;

- The mass transit vehicle involved is a bus, van, or automobile in which one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle; or

- The mass transit vehicle involved is a railcar and is removed from operation.

In the case of any accident involving a fatality, each surviving safety-sensitive employee operating the vehicle at the time of the accident will be tested. Additionally, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Village using the best information available at the time of the accident, will be tested.

In the case of any accident not involving a fatality, each safety-sensitive employee operating the vehicle at the time of the accident will be tested unless the Village determines, using the best information available at the time of the decision, that the safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident. Additionally, for all nonfatal accidents, any other safety-sensitive employees whose performance could have contributed to the accident, as determined by the Village using the best information available at the time of the accident, will be tested.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the accident. If an alcohol test is not administered within two (2) hours following the accident, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

If the Village is not able to complete testing during this time frame, the Village may utilize testing performed by Federal, State, or local officials having independent authority for the test to effectuate the purposes of this policy, provided such tests conform to the applicable Federal, State, or local testing requirements.

An employee subject to post-accident testing who fails to remain available for such testing, including notifying the Village of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Separate from any FTA requirements, in any case involving a post-accident testing circumstance in which there also is a reasonable suspicion that the covered employee has used a prohibited drug and/or engaged in alcohol misuse, the employee shall be removed from and not returned to safety-sensitive service until the test results have been reported and confirmed as negative. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the reasonable suspicion observation and complete a Condition of Employee Report, a sample of which is attached as Appendix C.

C. Random Testing

All employees covered by this policy will be subject to random drug and alcohol testing. The random selection method will be a scientifically valid method, such as a random number table or a computer-based random number generator. The Village will test covered employees at a rate of at least the minimum rate established by the federal government. The dates for administering testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year so as to ensure that all employees have a reasonable expectation that they might be called for a test on any day. Testing will be unannounced and once the employee has been notified of selection for testing, the employee will be required to report immediately to the designated collection site. Each person covered by this policy is subject to random alcohol testing: while performing any safety-sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function.

Employees may only be excused from random testing if they have not reported for work for a legitimate reason. All employees who are available for testing shall be tested.

D. Reasonable Suspicion Testing

All employees covered by this policy shall submit to drug and/or alcohol tests when the Village has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor(s) or other Village official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report, a sample of which is attached as Appendix C. This Report must be completed within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is earlier.

Employees covered by this policy may be directed to undergo reasonable suspicion drug testing at any time while on duty. Employees may be directed to undergo reasonable suspicion alcohol testing: while performing any safety-

sensitive function; immediately before performing any safety-sensitive function; and immediately after performing any safety-sensitive function. Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

Separate from any FTA requirements, in all cases where an employee is required to submit to a "reasonable suspicion" drug or alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative.

E. Return-to-Duty Testing

Any employee returning to a safety-sensitive position following a violation of the drug and/or alcohol testing regulations will be required to be evaluated by a substance abuse professional ("SAP"), complete a SAP recommended treatment and/or education program, and complete a return to duty test with a negative test result.

The employee must have a verified negative drug test result and/or alcohol test result of less than 0.02 to return to duty to perform a safety-sensitive function. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

F. Follow-Up Testing

An employee who is allowed to return to duty to perform a safety-sensitive function following a violation of the drug and/or alcohol testing regulations will be subject to unannounced follow-up testing for at least twelve (12) months but not more than sixty (60) months. The frequency and duration of the follow-up testing will be determined by the SAP, but subject to the conducting of a minimum of six (6) tests during the first twelve (12) months after the employee has returned to duty.

The foregoing is separate from and in addition to the Village's random testing program. Employees subject to follow-up testing also will remain in the standard random pool and will be tested whenever subject to random testing, even if as a result the employee is tested twice in the same month, week, or day.

The requirements of the SAP's follow-up plan "follow the employee" to subsequent employers or through breaks in service.

G. Other Village Mandated Testing Circumstances

Separate from the FTA testing requirements and subject to any applicable collective bargaining agreement, the Village requires that all employees covered by this policy submit to a drug and/or alcohol test:

(i) In the event of an accident or any other incident involving property damage estimated at the time of the accident to be in excess of $1,000.00, not otherwise covered by the FTA testing regulations.

(ii) When the Village has reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse when the employee is on Village property or while on duty but is not otherwise covered by the FTA regulations.

(iii) Under "return to duty" testing circumstances not otherwise covered by the FTA regulations.

(iv) Under "follow-up" testing circumstances not otherwise covered by the FTA regulations.

VII. TESTING AND REPORTING PROCEDURES

The Village's testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. Consistent therewith, the following is a summary of the collection and reporting procedures utilized in connection with drug and alcohol testing. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

A. Alcohol Testing and Reporting

All alcohol testing is conducted by a trained technician in a private setting. A breath or saliva testing device approved by the National Highway Traffic Safety Administration will be used.

The technician will ask for photo identification (e.g. driver's license, employer issued identification) or identity verification from a Village supervisor. The technician will complete the first part of the alcohol testing form, which includes the employee's name, Village's name, and the reason for the test. The employee will be asked to complete the second part of the form stating that he/she understands that he/she is about to be tested and that all information given is correct. Refusal to sign the form is considered a refusal to take the test. Refusal to take the test is treated the same way as failing a test.

A screening test is done first. If an evidential breath testing device (EBT) or non-evidential breath alcohol screening device (ASD) is used, an individually sealed mouthpiece will be opened in front of the employee and attached to the EBT or

ASD. The employee must blow forcefully into the mouthpiece of the testing device for at least six seconds or until he/she has provided an adequate amount of breath for testing. The technician will show the employee the reading on the device and enter the result on the testing form or (if the device prints the results) affix the printed results to the form with tamper-evident tape.

If a saliva testing device is used, the technician will check the expiration date on the device and show it to the employee. A device may not be used after its expiration date. The technician will open the individually sealed package containing the device in front of the employee. The employee or the technician will insert the device into the employee's mouth and gather saliva in the manner described by the devices manufacturer. The result on the device will be read within 15 minutes of the test, but no sooner than specified by the manufacturer of the device. The technician will show the employee the reading on the device and enter the result on the testing form.

If the reading on the breath or saliva testing device is 0.02 or greater, a confirmation test will be done using an approved EBT. The test will be done after 15 minutes but within 30 minutes of the first test. The employee will be asked not to eat, drink, belch, or put anything in his/her mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result. A new mouthpiece will be used for the confirmation test and an air blank will be conducted on the EBT. The result must be 0.00 for the test to proceed. If the screening and confirmation test results are not the same, the confirmation test result will be used.

The results of the confirmation test will be forwarded to the Village in a confidential manner.

B. Drug Testing and Reporting

All drug testing is done by analyzing a urine sample and is conducted by a trained collection site person in an appropriate, private setting.

The employee will be positively identified by the collection site person using photo identification or identity verification from a Village supervisor. The employee will be instructed to remove all unnecessary outer garments (coats, jackets, hats) and leave these garments along with any briefcase, purse, or other bag he/she may be carrying in a mutually agreeable location. The employee may keep his/her wallet. The employee will also be instructed to empty his/her pockets and display the items in them to ensure he/she is not carrying anything that could be used to tamper with a specimen. He/she will then be asked to wash and dry his/her hands prior to urination, immediately before providing a urine specimen.

Urine specimens will be collected in clean, single-use specimen bottles which are to remain in their protective, sealed wrapper until they can be unwrapped in front of the employee. This ensures that the specimen is not tainted or contaminated.

The employee will be instructed to go into the room used for urination and provide a specimen of at least 45mL.

The temperature of the urine specimen will be taken within four minutes of collection and should fall within the acceptable temperature range for testing (90 –100 degrees F/32-38 degrees C). If the collection site person suspects the urine sample has been contaminated or tampered with, any unusual signs will be recorded on the collection site form and the employee will be asked to provide a second sample. The first sample will still be tested as usual, but the second sample must be collected under direct observation of a same-gender collection site person.

The specimen is then divided into two containers by the collection site person and within the employee's presence. This provides two samples for testing, called *primary* and *split*. The split sample is available should the employee dispute the results of the test of the primary sample. These two samples are sent to a testing laboratory certified by the Department of Health and Human Services and will be tracked using the custody and control form.

Both the employee and the collection site person must keep the specimen in view at all times prior to the specimen containers being sealed and labeled in the employee's presence. The employee must then initial the tamper-evident bottle seals on the specimen bottles to certify that the specimen collected was his/hers.

At the laboratory, an initial test is performed on the primary sample. If this test is positive for the presence of controlled substances, a confirmation test will be conducted.

All test results will be reported to the MRO in a timely manner, preferably the same day that the review of the specimen by the certifying scientist is completed. The laboratory and MRO will ensure that the results are transmitted in a confidential and secure manner.

A review of the results will be done by the MRO. For reports of non-negative drug test results, the MRO will explore any possible medical explanations for a positive result or a result that indicates a specimen has been adulterated or substituted. The MRO will contact the employee about the test result and give him/her the opportunity to discuss the test result before making a final determination. After being notified of a positive test result or a result that indicates a specimen has been adulterated or substituted for the initial test, the employee will have 72 hours to request a test of the split specimen.

If the analysis of the split sample fails to confirm the presence of a drug, or reconfirm that the specimen was adulterated or substituted, the MRO will cancel the test and report this to the employee and the Village.

The results of all tests will be forwarded to the Village in written form on the same day or the next business day following verification by the MRO. All records will be kept confidential.

VIII. CONSEQUENCES FOR VIOLATING DRUG AND ALCOHOL PROHIBITIONS

A. Applicants

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be provided with a listing of SAP's and/or treatment programs.

Additionally, separate from any FTA-mandated requirements, any applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a drug test will be disqualified from consideration for employment with the Village.

B. Employees

Any covered employee who violates any of the FTA-mandated testing regulations will be removed immediately from performing any safety-sensitive function.

Additionally, separate from any FTA-mandated requirements, any covered employee who violates the FTA testing regulations or Village-mandated prohibitions will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement).

Employees discharged from employment as a result of violating the drug and/or alcohol testing regulations will be provided with a listing of SAP's and/or treatment programs.

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing regulations may not return until the employee successfully completes the return to duty process set forth in **49 CFR 40 Subpart O**. This includes being evaluated by a SAP, complying with prescribed treatment, passing a return-to-duty test, and being subject to follow-up testing.

IX. CONFIDENTIALITY AND RECORDKEEPING

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, MRO, and the SAP will be held to strict confidentiality requirements consistent with FTA and DOT

regulations as specified in 49 CFR 40 Subpart P, "Confidentiality and Release of Information" and 49 CFR 382.405, "Access to facilities and records".

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

Appendix A. Definitions

Actual knowledge

Actual knowledge by an employer that an employee has used alcohol or controlled substances based on the employer's direct observation of the employee or an employee's admission of alcohol or controlled substance use. "Direct observation" as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under Section VI.D. of this policy.

Alcohol concentration

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Controlled substances

Those substances identified in 49 CFR Part 40.85. The terms "drugs" and "controlled substances" are interchangeable and have the same meaning. Unless specifically noted, drugs and controlled substances refer to:

-Marijuana (THC)
-Cocaine
-Opiates
-Phencyclidine (PCP)
-Amphetamines

Disabling damage

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight 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.

Employee

Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing, including individuals currently performing safely-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing, the term employee has the same meaning as the term "donor" as found on the CCF and related guidance materials produced by the Department of Health and Human Services.

Performing (a safety-sensitive function)

An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Safety-sensitive function

For purposes of this policy, a "safety-sensitive function" is defined as:

- Operating a revenue service vehicle (including when not in revenue service).
- Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.

Appendix B: Categories of Employees Subject to Testing Under This Policy

Director of Public Works
Administrative Assistant
Clerk Typist II (Dispatcher)
Bus Driver (Pace)
Part-time Bus Driver (Pace)
Mechanic II
Foreman V & E
Superintendent V & E

Appendix C. Condition of Employee Report

Name of Observed Employee: _____

Job Title: _____

Observation Date/Day of Week: _____ / _____

Time Relieved of Duty: _____

Location Relieved of Duty: _____

APPEARANCE:

Glassy Eyes	Yes ___	No ___
Blank Stare	Yes ___	No ___
Bloodshot eyes	Yes ___	No ___
Flushed face	Yes ___	No ___
Alcohol smell	Yes ___	No ___
Marijuana smell	Yes ___	No ___
Altered appearance	Yes ___	No ___

MOOD:

Mood changes	Yes ___	No ___
Isolating	Yes ___	No ___
Nervousness	Yes ___	No ___
Belligerent	Yes ___	No ___
Aggressive	Yes ___	No ___
Unusually quiet	Yes ___	No ___
Unusually talkative	Yes ___	No ___

BEHAVIOR:

Slurred speech	Yes ___	No ___
Confused speech	Yes ___	No ___
Staggering	Yes ___	No ___
Poor coordination	Yes ___	No ___
Tremors/shakes	Yes ___	No ___
Confused	Yes ___	No ___
Disoriented	Yes ___	No ___
Drowsiness	Yes ___	No ___
Sleeping	Yes ___	No ___
Hearing things	Yes ___	No ___
Seeing things	Yes ___	No ___
Blackouts	Yes ___	No ___

OTHER:_____

_____

_____

_____

Did employee provide reason(s) for his/her physical conditions? If so, provide reason(s):

_____

_____

_____

Was employee directed to take a breath and urinalysis test? Yes ___ No ___
Did employee refuse to undergo the breath and urinalysis test? Yes ___ No ___
Was employee informed of the consequences for refusing the test? Yes ___ No ___

Name of supervisor:_____
Signature of supervisor:_____ Date: _____
Name of witness: _____
Signature of witness:_____ Date _____

VILLAGE OF ORLAND PARK DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR NON-SAFETY SENSITIVE EMPLOYEES

Effective: May 19, 2008

I. OVERVIEW

A. Statement of Purpose

The Village of Orland Park (the "Village") is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village's employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;

2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;

3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and

4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In documents titled "Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Transit Administration" ("FTA Policy"), and "Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Motor Carrier Safety Administration" ("FMCSA Policy"), the Village set forth drug and alcohol policy and testing programs developed to comply with the requirements of federal laws and regulations promulgated by the Federal Transit Administration ("FTA"), the Federal Motor Carrier Safety Administration ("FMCSA"), and the Department of Transportation ("DOT"). As required by the FTA, the FMCSA, and the DOT, the FTA and FMCSA Policies are limited in their application to only those employees of the Village engaged in the performance of safety-sensitive functions as defined under the applicable federal administration. This document sets forth the drug and alcohol policy and testing program mandated by the Village, but not required by the FTA, the FMCSA, or the DOT for employees of the Village who do not perform safety-sensitive functions.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this document is intended to be read consistent with and subject to any applicable law, regulation, or applicable collective bargaining agreement presently in effect or

which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective October 1, 2006 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

B. Employee and Management Responsibilities

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resource Manager (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resource Manager may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this Policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

II. PERSONS SUBJECT TO TESTING

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full time, part time, seasonal, and temporary employees of the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA; and
- Applicants for positions of employment with the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA.

III. POLICY COMMUNICATION AND TRAINING

A. Employees

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and

2. Informational material concerning:

   - The effects of alcohol and controlled substances use on an individual's health, work, and personal life; and

   - Signs and symptoms of an alcohol or a controlled substances problem.

B. Supervisory Employees

All supervisory employees shall receive training on alcohol misuse and controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substances problem is suspected.

IV. EMPLOYEE ASSISTANCE

A. Employee Assistance Program

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP") offered through Metropolitan Family Services. The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is contained in the Employee Manual. Any questions regarding the Village's EAP should be referred to the Village's Human Resources Manager (or a designated representative).

B. Employee Admission of Alcohol/Drug Use

The Village has established a voluntary self-identification program that allows employees to admit to alcohol misuse or controlled substances use without being subject to disciplinary action.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resource Manager. Once an employee has made a voluntary admission of alcohol misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program, an employee:

- May not self-identify in order to avoid testing under this policy.
- Will be removed from service until:
  - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;
  - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and
  - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resource Manager (or a designated representative).

V. PROHIBITED CONDUCT

A. Alcohol

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a covered employee has

consumed alcohol during the work day or within four hours of beginning the work day, shall permit the employee to work or continue to work.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform any job related duties Nor shall a Village supervisory person permit the employee to perform or continue to perform any job related duties until: the start of the employee's next scheduled work day; and the employee's alcohol concentration measures less than 0.02 as determined by a return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Prohibitions

The use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly permit an employee to work who is under the influence of alcohol.

4. Pre-Duty Use

All persons covered by this policy are advised against the use of alcohol within four (4) hours prior to reporting for work.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol until he/she undergoes a post-accident test. Such a test shall be conducted no later than eight (8) hours after the accident occurs.

B. Drugs

The unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

All Village-mandated drug testing will be performed to detect for the presence of the following five (5) substances: marijuana; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR Part 40.87.

C. Conduct that Constitutes a Refusal to Test

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, after being directed to do so by the Village.

- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.

- Failure to permit a directly observed or monitored collection when required.

- Failure or declining to take a second test the Village or collector has directed the employee to take.

- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.

- Failure to sign the certification at Step 2 of the Alcohol Testing Form.

- Failure to cooperate with any part of the testing process.

- An adulterated or substituted test result verified by a Medical Review Officer ("MRO").

VI. TESTING CIRCUMSTANCES

Subject to any applicable collective bargaining agreement, employees are required to submit to drug and/or alcohol testing under the following circumstances.

A. Pre-Employment Testing

No applicant for employment will be hired into a position of employment at the Village unless the applicant submits to and passes a pre-employment drug test subsequent to an offer of employment. Additionally, any employee who has not performed work for the Village for six (6) or more consecutive calendar months shall be required to take a pre-employment drug test with a verified negative

result. If a pre-employment drug test is cancelled, the applicant shall be required to submit to and pass another test.

B. Reasonable Suspicion Testing

All employees covered by this policy shall submit to drug and alcohol tests when the Village has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. At least one supervisor who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report.

Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

In all cases where an employee is required to submit to a "reasonable suspicion" drug and alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative.

C. Return-to-Duty Testing

Any employee permitted to return to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use will be required to be evaluated by a substance abuse counselor, submit to any recommended treatment and/or education program, obtain a release to return to work from the substance abuse counselor, and complete a return-to-duty test with a negative test result. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

D. Follow-Up Testing

An employee who has returned to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use may be subject to follow-up drug and alcohol testing at times and frequencies determined by the substance abuse counselor.

VII. TESTING AND REPORTING PROCEDURES

The Village's testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Consistent therewith, the following is a

summary of the collection and reporting procedures utilized in connection with drug and alcohol testing. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

A. Alcohol Testing and Reporting

All alcohol testing is conducted by a trained technician in a private setting. A breath or saliva testing device approved by the National Highway Traffic Safety Administration will be used.

The technician will ask for photo identification (e.g. driver's license, Village-issued identification) or identity verification from a Village supervisor. The technician will complete the first part of the alcohol testing form, which includes the employee's name, Village name, and the reason for the test. The employee will be asked to complete the second part of the form stating that he/she understands that he/she is about to be tested and that all information given is correct. Refusal to sign the form is considered a refusal to take the test. Refusal to take the test is treated the same way as failing a test.

A screening test is done first. If an evidential breath testing device (EBT) or non-evidential breath alcohol screening device (ASD) is used, an individually sealed mouthpiece will be opened in front of the employee and attached to the EBT or ASD. The employee must blow forcefully into the mouthpiece of the testing device for at least six seconds or until he/she has provided an adequate amount of breath for testing. The technician will show the employee the reading on the device and enter the result on the testing form or (if the device prints the results) affix the printed results to the form with tamper-evident tape.

If a saliva testing device is used, the technician will check the expiration date on the device and show it to the employee. A device may not be used after its expiration date. The technician will open the individually sealed package containing the device in front of the employee. The employee or the technician will insert the device into the employee's mouth and gather saliva in the manner described by the devices manufacturer. The result on the device will be read within 15 minutes of the test, but no sooner than specified by the manufacturer of the device. The technician will show the employee the reading on the device and enter the result on the testing form.

If the reading on the breath or saliva testing device is 0.02 or greater, a confirmation test will be done using an approved EBT. The test will be done after 15 minutes but within 30 minutes of the first test. The employee will be asked not to eat, drink, belch, or put anything in his/her mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result. A new mouthpiece will be used for the confirmation test and an air blank will be conducted on the EBT. The result must be 0.00 for the test to proceed. If the screening and confirmation test results are not the same, the confirmation test result will be used.

The results of the confirmation test will be forwarded to the Village in a confidential manner.

B. Drug Testing and Reporting

All drug testing is done by analyzing a urine sample and is conducted by a trained collection site person in an appropriate, private setting.

The employee will be positively identified by the collection site person using photo identification or identity verification from a Village supervisor. The employee will be instructed to remove all unnecessary outer garments (coats, jackets, hats) and leave these garments along with any briefcase, purse, or other bag he/she may be carrying in a mutually agreeable location. The employee may keep his/her wallet. The employee will also be instructed to empty his/her pockets and display the items in them to ensure he/she is not carrying anything that could be used to tamper with a specimen. He/she will then be asked to wash and dry his/her hands prior to urination, immediately before providing a urine specimen.

Urine specimens will be collected in clean, single-use specimen bottles which are to remain in their protective, sealed wrapper until they can be unwrapped in front of the employee. This ensures that the specimen is not tainted or contaminated.

The employee will be instructed to go into the room used for urination and provide a specimen of at least 45mL.

The temperature of the urine specimen will be taken within four minutes of collection and should fall within the acceptable temperature range for testing (90 –100 degrees F/ 32-38 degrees C). If the collection site person suspects the urine sample has been contaminated or tampered with, any unusual signs will be recorded on the collection site form and the employee will be asked to provide a second sample. The first sample will still be tested as usual, but the second sample must be collected under direct observation of a same-gender collection site person.

The specimen is then divided into two containers by the collection site person and within the employee's presence. This provides two samples for testing, called the primary and split. The split sample is available should the employee dispute the results of the primary sample test. These two samples are sent to a testing laboratory certified by the Department of Health and Human Services and will be tracked using the custody and control form.

Both the employee and the collection site person must keep the specimen in view at all times prior to the specimen containers being sealed and labeled in the employee's presence. The employee must then initial the tamper-evident bottle seals on the specimen bottles to certify that the specimen collected was his/hers.

At the laboratory, an initial test is performed on the primary sample. If this test is positive for the presence of controlled substances, a confirmation test will be conducted.

All test results will be reported to the MRO in a timely manner, preferably the same day that the review of the specimen by the certifying scientist is completed. The laboratory and MRO will ensure that the results are transmitted in a confidential and secure manner.

A review of the results will be done by the MRO. For reports of non-negative drug test results, the MRO will explore any possible medical explanations for a positive result or a result that indicates a specimen has been adulterated or substituted. The MRO will contact the employee about the test result and give him/her the opportunity to discuss the test result before making a final determination. After being notified of a positive test result or a result that indicates a specimen has been adulterated or substituted for the initial test, the employee will have 72 hours to request a test of the split specimen.

If the analysis of the split sample fails to confirm the presence of a drug, or reconfirm that the specimen was adulterated or substituted, the MRO will cancel the test and report this to the employee and the Village.

The results of all tests will be forwarded to the Village in written form on the same day or the next business day following verification by the MRO. All records will be kept confidential.

VIII. CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS

A. Applicants for Employment

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a test will be disqualified from consideration for employment with the Village.

B. Employees

Whenever the results of any test administered under this policy are positive, the employee shall be removed from service immediately for further disposition consistent with the provisions of this policy.

Any covered employee who violates any provision of this policy will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement).

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing policy will be required to be evaluated by a substance abuse counselor. Continued employment and/or reinstatement will be conditional based on: cooperation with the counselor; successful participation in any

prescribed counseling, treatment or aftercare, which may include follow-up drug and/or alcohol tests and other appropriate conditions; the Village's receipt of a release to return to work from the substance abuse counselor; and completion of a return to duty test with a negative test result.

IX. CONFIDENTIALITY AND RECORDKEEPING

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, and MRO will be held to strict confidentiality requirements.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

Appendix A. Definitions

Alcohol Concentration (or content)

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Controlled Substance

Substances identified in Schedules I through V of 21 CFR 1308. Unless otherwise specified in this policy, the terms "drugs" and "controlled substances" are interchangeable and have the same meaning.

Disabling damage

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight 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.

(a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.

(b) Tire disablement without other damage even if no spare tire is available.

(c) Headlight or taillight damage.

(d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

Safety-Sensitive Function

(1) For positions covered under the Federal Motor Carrier Safety Administration (FMCSA) regulations, a safety sensitive function applies to employees who hold a commercial driver's license ("CDL") and operate a commercial motor vehicle for the Village and means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

(a) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;

(b) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

(c) All time spent at the driving controls of a commercial motor vehicle in operation;

(d) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);

(e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(2) For positions covered under the Federal Transit Administration (FTA) regulations, a "safety-sensitive function" means any of the following duties:

(a) Operating a revenue service vehicle (including when not in revenue service).

(b) Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.

(c) Controlling dispatch or movement of a revenue service vehicle.

(d) Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.

(e) Carrying a firearm for security purposes.

Substance Abuse Counselor

An individual licensed or certified to provide counseling for alcohol or drug abuse. Other titles include, but are not limited to, substance abuse professional, employee assistance professional, and drug and alcohol abuse evaluation expert.

Appendix B. Condition of Employee Report

Name of Observed Employee: _____

Job Title: _____

Observation Date/Day of Week: _____ / _____

Time Relieved of Duty: _____

Location Relieved of Duty: _____

APPEARANCE:

Glassy Eyes	Yes___	No___
Blank Stare	Yes___	No___
Bloodshot eyes	Yes___	No___
Flushed face	Yes___	No___
Alcohol smell	Yes___	No___
Marijuana smell	Yes___	No___
Altered appearance	Yes___	No___

MOOD:

Mood changes	Yes___	No___
Isolating	Yes___	No___
Nervousness	Yes___	No___
Belligerent	Yes___	No___
Aggressive	Yes___	No___
Unusually quiet	Yes___	No___
Unusually talkative	Yes___	No___

BEHAVIOR:

Slurred speech	Yes___	No___
Confused speech	Yes___	No___
Staggering	Yes___	No___
Poor coordination	Yes___	No___
Tremors/shakes	Yes___	No___
Confused	Yes___	No___
Disoriented	Yes___	No___
Drowsiness	Yes___	No___
Sleeping	Yes___	No___
Hearing things	Yes___	No___
Seeing things	Yes___	No___
Blackouts	Yes___	No___

OTHER: _____

_____

_____

_____

Did employee provide reason(s) for his/her physical conditions? If so, provide reason(s):

_____

_____

_____

Was employee directed to take a breath and urinalysis test? Yes___ No___
Did employee refuse to undergo the breath and urinalysis test? Yes___ No___
Was employee informed of the consequences for refusing the test? Yes___ No___

Name of supervisor:_____

Signature of supervisor:_____ Date:_____

Name of additional supervisor: _____ Date:_____

Signature of additional supervisor: _____ Date:_____

Note: Observation by a second supervisor is recommended but not required.

APPENDIX E

MEMORANDUM OF UNDERSTANDING
REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the 2007-2011 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of Article XI, an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described in this Memorandum of Understanding.

If an employee is eligible for an unpaid leave of absence under Section 11.6, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XXIII. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 11.6 of the current collective bargaining Agreement shall be entitled to receive such short-term disability benefits for a period of up to 52 weeks per disability.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

(a) make application for such benefits in such manner as the Employer may hereafter designate;

(b) periodically provide the Employer with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;

(c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;

(d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and

(e) cooperate with the Employer with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer which

may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said employee shall cease to be entitled to receive any further benefits under this Memorandum.

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. Should the Employer exercise this right, then the provisions of Sections 23.1.A, 23.5 and 23.6 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No employee shall be eligible for benefits under this Memorandum until the employee has worked at least thirty (30) consecutive days in a full-time capacity for the Employer. In accordance with Section 11.10 of the Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer which are described in this Memorandum. The above does not apply to Telecommunicators.

This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 31

By: _____

Date: 1/19/09

VILLAGE OF ORLAND PARK

By: _____

Date: 12/16/08

APPENDIX F

MEMORANDUM OF UNDERSTANDING
VACATION BENEFIT

This is a Memorandum of Understanding with respect to Section 12.1 of the 2007-2011 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 This Memorandum of Understanding shall be in effect for the term of said Agreement-only.

No employee hired on or after June 1, 1988 shall be eligible to use any paid vacation during their first year of employment with the Village. Employees hired on or after June 1, 1987 and prior to June 1, 1988, shall, upon successful completion of their six (6) month probationary period, be eligible to use up to five (5) days of paid vacation during the remainder of their first year of employment by the Village. If an employee exercises this option, however, then the number of paid vacation days utilized by the employee during the first year of employment shall be deducted from the number of days that would otherwise accrue at the end of the employee's first year of employment. (e.g., if an employee is hired on May 1, 1988 and utilizes three (3) days of paid vacation between November 1, 1988 and May 1, 1989, then said employee would only be entitled to seven (7) days of paid vacation during the period May 1, 1989 to April 30, 1990.)

AMERICAN FEDERATION OF STATE,
COUNTY OF MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 31

By: Peter Schmitz

Date: 6/19/09

VILLAGE OF ORLAND PARK

By: R.E.C.

Date_____

Eligible employees may take leave hereunder intermittently or on a reduced hour schedule for any of those purposes stated in subparagraphs C and D above, provided that it is medically necessary to do so.

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, and may include periods of an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per work day. Only the amount of leave actually taken may be countered toward the twelve (12) weeks of leave to which an employee is entitled.

Eligible employees must give at least 30 days notice to the Village of intention to take leave hereunder unless the reason for the requested leave prohibits such notice in which case the employee must notify the Village as soon as practicable.

The Village, through the Human Resource Manager or designee, may require proper certification from a health care provider for any leave requested for the purposes stated in subparagraphs C and D above.

During any of the 12 work weeks of leave provided hereunder or for 12 work weeks of any other substituted unpaid leave the Village shall maintain the employee's group health insurance coverage at the level and under the same terms and conditions as such coverage would have been provided if the employee had continued at work provided that if the employee fails to return to work for reasons not based upon circumstances beyond the control of the employee, the Village may recover from the employee the cost if any, of such continued coverage.

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave.

Any paid leave available under the Agreement taken for the purposes stated in A, B, C or D above shall be counted as FMLA leave and it is agreed that notice of this fact is deemed given to all bargaining unit members by this Appendix G. The leave provided for in this appendix H shall not be construed to diminish the right to any leave provided in Article XI of the Agreement.

AMERICAN FEDERATION OF STATE, COUNTY OF MUNICIPAL EMPLOYEES AFL-CIO, COUNCIL 31	VILLAGE OF ORLAND PARK
By: Peter Schuff	By:
Date: 1/19/09	Date 1/24/09

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APPENDIX E

MEMORANDUM OF UNDERSTANDING
REGARDING SHORT-TERM DISABILITY

This letter shall constitute a Memorandum of Understanding to the 2007-2011 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31. This letter shall be in effect for the term of said Agreement only.

Subject to the provisions of Article XI, an employee who is unable to work by reason of illness, injury or pregnancy may become eligible for short-term disability pay as provided herein. The Employer's obligation to provide short-term disability pay shall only exist to the extent expressly described in this Memorandum of Understanding.

If an employee is eligible for an unpaid leave of absence under Section 11.6, then, subject to the conditions set forth herein, the Employer shall pay such employee an amount which, when added to other disability benefits which an employee is eligible to receive from other sources (e.g., the Illinois Municipal Retirement Fund, workers' compensation or Social Security) will bring the total amount of short-term disability pay up to the level of seventy-five percent (75%) of the employee's base salary. During this same period, the Employer shall continue to pay the cost of any additional insurance coverage provided under Article XXIII. Payment of short-term disability benefits by the Village shall commence immediately in the case of an accident and after seven (7) calendar days in case of illness. During employment by the Village the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 11.6 of the current collective bargaining Agreement shall be entitled to receive such short-term disability benefits for a period of up to 52 weeks per disability.

In order to be eligible for entitlement to the short-term disability benefits described herein, the employee shall:

(a) make application for such benefits in such manner as the Employer may hereafter designate;

(b) periodically provide the Employer with a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work;

(c) be available to, at the discretion of the Employer, submit to a physical examination by a doctor designated by the Employer to determine the employee's capacity to return to work;

(d) apply for all other available disability benefits from all other sources whatsoever, including, but not limited to, the Illinois Municipal Retirement Fund, workers compensation and/or Social Security; and

(e) cooperate with the Employer with respect to the administration of this short-term disability pay plan, and provide all information requested by the Employer which

may be necessary for the Employer to determine the nature and extent of an employee's entitlement to such benefits.

If any employee receives benefits from gainful employment from any source while receiving short-term disability pay, said employee shall cease to be entitled to receive any further benefits under this Memorandum.

The Employer reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described in this Memorandum. Should the Employer exercise this right, then the provisions of Sections 23.1.A, 23.5 and 23.6 of the Agreement shall apply. If the Employer elects to secure insurance to provide any or all of the benefits described under this Memorandum, then the cost of any such insurance shall be borne exclusively by the Employer.

No employee shall be eligible for benefits under this Memorandum until the employee has worked at least thirty (30) consecutive days in a full-time capacity for the Employer. In accordance with Section 11.10 of the Agreement, bargaining unit employees regularly scheduled to work less than forty (40) hours per week shall not be eligible to receive the short-term disability pay or benefits from the Employer which are described in this Memorandum. The above does not apply to Telecommunicators.

This Memorandum of Understanding shall supersede all prior practices, obligations or agreement, including, but not limited to, Village Ordinance No. 1189, with respect to short-term disability benefits.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 31

By: Peter Schwarz

Date: 11/19/09

VILLAGE OF ORLAND PARK

By: R.C.C.

Date: 12/16/09

APPENDIX F

MEMORANDUM OF UNDERSTANDING
VACATION BENEFIT

This is a Memorandum of Understanding with respect to Section 12.1 of the 2007-2011 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 This Memorandum of Understanding shall be in effect for the term of said Agreement-only.

No employee hired on or after June 1, 1988 shall be eligible to use any paid vacation during their first year of employment with the Village. Employees hired on or after June 1, 1987 and prior to June 1, 1988, shall, upon successful completion of their six (6) month probationary period, be eligible to use up to five (5) days of paid vacation during the remainder of their first year of employment by the Village. If an employee exercises this option, however, then the number of paid vacation days utilized by the employee during the first year of employment shall be deducted from the number of days that would otherwise accrue at the end of the employee's first year of employment. (e.g., if an employee is hired on May 1, 1988 and utilizes three (3) days of paid vacation between November 1, 1988 and May 1, 1989, then said employee would only be entitled to seven (7) days of paid vacation during the period May 1, 1989 to April 30, 1990.)

AMERICAN FEDERATION OF STATE,
COUNTY OF MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 31

By: Peter Schuy

Date: 1/19/09

VILLAGE OF ORLAND PARK

By: R.E.C.

Date

APPENDIX G

MEMORANDUM OF UNDERSTANDING
FAMILY AND MEDICAL LEAVE

This letter shall constitute a Memorandum of Understanding to the 2007-2011 collective bargaining agreement between the Village of Orland Park and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 368. This letter shall be in effect for the term of said Agreement only.

This Appendix G is part of the "Agreement" between the Village and AFSCME Council 31, Affiliated Local 368. All eligible employees are entitled to certain minimum unpaid leave days for medical and family purposes pursuant to the provisions of the Family and Medical Leave Act of 1993. Eligible employees are those who have been employed by the Village for at least 12 months and who have worked for at least 1,250 hours during the 12 month period preceding the leave.

Eligible employees are entitled to a minimum of 12 work weeks of unpaid leave during any 12 month period for one or more of the below listed reasons: (The 12 month period shall be a fixed period of 12 months from January 1 through December 31 of each successive year.)

A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

B. Because of the placement of a son or daughter with the employee for adoption or foster care.

C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter or parent has a serious health condition.

D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Eligible employees who have any accrued paid vacation or personal leave must substitute such paid leave as a part of the 12 weeks of leave available under this policy for any of the purposes stated in subparagraphs A, and B.

Eligible employees who have any available accrued paid sick leave, or who have available other paid leave must substitute such paid sick leave or available paid leave as part of the 12 weeks of leave available hereunder for any of the purposes stated in subparagraphs C and D above.

Eligible employees may not take leave intermittently or on a reduced hour schedule for any of the purposes stated in subparagraphs A and B above and any leave taken under those subparagraphs must be taken within the 12 month period beginning on the date of birth or placement for adoption.

Eligible employees may take leave hereunder intermittently or on a reduced hour schedule for any of those purposes stated in subparagraphs C and D above, provided that it is medically necessary to do so.

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, and may include periods of an hour or more to several weeks. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per work day. Only the amount of leave actually taken may be countered toward the twelve (12) weeks of leave to which an employee is entitled.

Eligible employees must give at least 30 days notice to the Village of intention to take leave hereunder unless the reason for the requested leave prohibits such notice in which case the employee must notify the Village as soon as practicable.

The Village, through the Human Resource Manager or designee, may require proper certification from a health care provider for any leave requested for the purposes stated in subparagraphs C and D above.

During any of the 12 work weeks of leave provided hereunder or for 12 work weeks of any other substituted unpaid leave the Village shall maintain the employee's group health insurance coverage at the level and under the same terms and conditions as such coverage would have been provided if the employee had continued at work provided that if the employee fails to return to work for reasons not based upon circumstances beyond the control of the employee, the Village may recover from the employee the cost if any, of such continued coverage.

Upon return from any leave provided hereunder, the employee shall maintain all seniority and benefits accrued as of the commencement of the leave. The employee shall be reinstated to the position the employee held at the commencement of the leave or an equivalent position provided, however, that an employee on leave hereunder shall be subject to lay-off or dismissal on the same terms and conditions as are applicable to employees who are not on leave.

Any paid leave available under the Agreement taken for the purposes stated in A, B, C or D above shall be counted as FMLA leave and it is agreed that notice of this fact is deemed given to all bargaining unit members by this Appendix G. The leave provided for in this appendix H shall not be construed to diminish the right to any leave provided in Article XI of the Agreement.

AMERICAN FEDERATION OF STATE, COUNTY OF MUNICIPAL EMPLOYEES AFL-CIO, COUNCIL 31	VILLAGE OF ORLAND PARK
By: Pete Schmf	By:
Date: 1/19/01	Date

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