

AGREEMENT

between

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

and

VILLAGE OF NORTHBROOK

Effective May 1, 2006 through April 30, 2011

PUBLIC WORKS AGREEMENT

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AGREEMENT

This Agreement has been made and entered into as of the first day of May 2006, by and between the Village of Northbrook, Illinois (hereinafter referred to as the "VILLAGE"), and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "UNION").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I
PREAMBLE**

Section 1.01. Statement of Principle. The parties recognize it is important to the public welfare that high quality and dependable Public Works services for operation and maintenance of the VILLAGE'S infrastructure, especially water treatment and distribution, are maintained consistent with the resources available for that purpose. The parties further recognize that it is vital that such services be provided on an uninterrupted basis to the inhabitants and business community of the VILLAGE.

**ARTICLE II
PURPOSE**

Section 2.01. Purpose. The purpose of this Agreement is to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees so represented, to promote quality and continuance of public service, to prevent interruptions of work, services, programs, and interference with the operations of the VILLAGE, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes. Furthermore, both parties believe it is mutually beneficial and will be beneficial to the public as well to establish and maintain a sound collective bargaining relationship as evidenced by a collective bargaining agreement.

**ARTICLE III
RECOGNITION**

Section 3.01. Recognition. The VILLAGE recognizes the UNION as the exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours and working conditions of employment for employees within the following bargaining unit within the Northbrook Public Works Department, by the Illinois State Labor Relations Board:

Including: All regular full-time, regular part-time and probationary employees working in the following classifications in the Public Works Department of the Village of Northbrook: mechanics, maintenance workers - sewer, maintenance workers - trees/traffic, maintenance workers - streets, maintenance workers - water monitoring and meter services, maintenance workers - water distribution, water plant maintenance workers, and water plant operators.

Excluding: All summer help, and non-regular part-time employees working in the above classifications; all custodians; all superintendents and supervisory employees; all

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managerial employees; all confidential employees; all office clericals, professional employees and guards as defined in the ACT (Illinois Public Labor Relations Act); and all other employees of the Village of Northbrook.

All regular full-time and regular part-time employees working in the water plant in maintenance worker and water plant operator classifications are and will continue to be essential services employees within the meaning of Section 3(e) of the ACT and are subject to the impasse resolution procedures contained in § 14 of the ACT.

"Regular part-time employees" are defined as those employees who are assigned to work in the above listed classifications for a schedule of less than thirty (30) hours per week during at least two (2) consecutive calendar quarters in any calendar year.

"Summer and "Non-Regular employees" are those employees who are employed for less than two (2) consecutive calendar quarters during a calendar year and who do not have a reasonable assurance that he or she will be rehired by the same employer for the same service in a subsequent calendar year.

Section 3.02. Dues Checkoff. During the term of this Agreement, the VILLAGE shall deduct from each employee's paycheck the UNION dues (and initiation fees, where applicable) of each employee for whom there is a written dues checkoff authorization, signed by the employee, on file with the VILLAGE. Any employee electing to join the UNION during the term of this Agreement or who is a UNION member at the time of signing this Agreement, shall maintain said membership for the duration of this Agreement and the VILLAGE shall deduct from such employees the appropriate dues for the duration of this Agreement. Such dues deduction shall be irrevocable for one (1) year. The actual dues amounts to be deducted, as determined by the UNION, shall be uniform. The UNION may change the amounts once each year during the life of this Agreement by giving the VILLAGE at least thirty (30) days written notice of any change in the amounts of the dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the UNION shall be responsible for the collection of dues.

Section 3.03. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as Union dues payments. The Union shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar 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 the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with all applicable laws both state and federal. The Union further agrees to provide fair share fee payors with an appeal procedure in accordance with all applicable laws both state and federal.

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It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.04. Union Indemnification. The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason or action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.05. New Classifications. Where the VILLAGE determines to create a new job classification, where the work of which falls within the scope of the bargaining unit, the VILLAGE and the Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of the new job classification is agreed to by the parties, the VILLAGE may implement a pay rate the same as if the VILLAGE was creating any new classification. The Union shall then have the right within seven (7) calendar days to notify the VILLAGE of its objection to the rate of pay established by the VILLAGE. The parties shall then meet for the purpose of negotiating the rate of pay within seven (7) calendar days. If the parties are unable to reach agreement as to the rate of pay, the Union may appeal the proposed pay grade directly to the arbitration procedures of the grievance procedure on an expedited basis. The VILLAGE shall be allowed to maintain the pay grade originally implemented until the arbitrator issues his award.

If the VILLAGE determines to fill a position created pursuant to this section, it shall follow the procedures of Article 7 of this Agreement.

**ARTICLE IV
NO DISCRIMINATION**

Section 4.01. VILLAGE Non-discrimination. The VILLAGE shall not discriminate in hiring or continuing the employment of any employee because of his membership or lawful activities in the UNION or because of his refusal to join the UNION or to participate in any of its activities. Membership in the UNION shall not be a condition of employment of any employee covered by this Agreement. The VILLAGE agrees that it will not coerce or threaten members to withdraw from the UNION or non-members to refrain from becoming members of the UNION.

Section 4.02. UNION Non-discrimination. The UNION agrees that it will not coerce or threaten non-members to become members of the UNION.

Section. 4.03. Mutual Non-discrimination.

- A) In accordance with applicable law, neither the VILLAGE nor the UNION shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin,

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sex, age, religion, marital status, union activities, non-union activities or political beliefs, and/or activities.

- B) No employee shall be discriminated against for filing a grievance.

Section 4.04. Union Activities During Working Hours. The UNION agrees that it will not solicit members or engage in UNION activities of any kind during work hours except, however, that during working hours:

- A) That upon receipt of a prior written request and approval by the appropriate supervisor, an employee shall be allowed to attend meetings with management and/or supervisors scheduled on work time for the purpose of discussing disciplinary grievances provided the employee is directly involved in the matter; or
- B) One (1) designated UNION steward may participate in the handling of a grievance with pay and upon prior request and approval of the appropriate supervisor. However, all employees are encouraged to resolve their problems with their supervisors directly and as promptly as possible.

Any employee allowed to attend such meetings may be recalled to work.

Section 4.05. Gender of Words. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

Section 4.06. Time Off For Union Activities. Two (2) Local Representatives shall be allowed time off without pay up to one (1) week for legitimate UNION business such as UNION meetings, state or international conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the VILLAGE. The employee may utilize any accumulated time off (holiday, vacation days and compensatory time), in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

ARTICLE V
MANAGEMENT RIGHTS

Section 5.01. Management Rights. Subject to the express provisions of the Agreement, the VILLAGE retains all traditional rights through its Village Manager and his agents and designees to manage and direct the affairs of the Village of Northbrook in all of their various aspects and to manage and to direct employees, including the following: to determine the mission of the VILLAGE and its various Departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the VILLAGE and its various Departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment,

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uniforms or facilities, to layoff employees when necessary as determined by the VILLAGE; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the VILLAGE shall not conflict with the express provisions of this Agreement. The VILLAGE expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the VILLAGE may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period.

**ARTICLE VI
SENIORITY**

Section 6.01. Definition of Seniority. An employee's seniority shall be the period of the employee's full-time employment within the three (3) distinct groups of classifications within the Department of Public Works listed in Section 6.04. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) days with the exception of job-related injuries of less than one (1) year. Seniority shall accrue during all paid leaves of absence.

Section 6.02. Probationary Period. All employees (including employees rehired after loss of seniority) shall be probationary employees until they complete a probationary period of six (6) months of work. During an employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the VILLAGE without recourse to the grievance procedure. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 6.01 which shall be retroactive to his last date of hire with the VILLAGE in a full-time position.

Section 6.03. Seniority Roster. The VILLAGE shall post a seniority roster annually. A copy of said seniority roster shall be sent to the UNION. The UNION and/or any employee shall have two (2) weeks to grieve the seniority roster, otherwise the roster shall be deemed to be acceptable to all parties.

Section 6.04. Order of Layoff. The VILLAGE, in its discretion, shall determine whether layoffs are necessary. Layoffs shall be made in the reverse order of seniority within each of three (3) distinct groups of classifications and subject to the individual employee's ability to perform the remaining work with minimum training. The three classification groups for purposes of determining order of layoff are as follows:

- 1) Maintenance worker - sewer, maintenance worker - trees/traffic, maintenance worker - streets, maintenance worker - water monitoring and meter service and maintenance worker - water distribution.
- 2) Water plant maintenance worker, water plant operator.
- 3) Mechanic.

All summer help, non-regular part-time, regular part-time and probationary employees in a position affected by layoff shall be separated in the aforementioned order before any non-probationary employee shall be subject to such a reduction in force. The last employee laid off within a classification group will be the first to be recalled, provided he is still able to satisfactorily perform all the duties and responsibilities of the job with minimum training.

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Section 6.05. Bumping. In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into the last group classification or position he may have held, if any, provided that he has more seniority than the person with the least seniority in that group classification or position, and further provided that he is qualified to perform the duties with minimum training. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

Section 6.06. Breaks in Seniority. An employee's continuous service and seniority will be broken when he:

- A) Quits;
- B) Is discharged for just cause;
- C) Is laid off pursuant to the express provisions of the applicable Agreement for a period of one (1) year;
- D) Retires;
- E) Fails to report to work at the conclusion of an authorized leave of absence, or when fit to return to duty after a medical leave as determined by a doctor;
- F) Is laid off and fails to report for work within three (3) calendar days of being recalled;
- G) Does not perform full time work for the VILLAGE for any reason for a continuous period in excess of one (1) year (except for absence due to military service) or in the case of a work-related injury for a continuous period in excess of eighteen (18) months, this Subsection G) excludes any time an employee is assigned to light duty status; or
- H) Fails to report to work or notify the VILLAGE during an absence of two (2) consecutive work days unless the employee is unable to do so for reasons beyond his control which could not be reasonably anticipated.

**ARTICLE VII
ASSIGNMENTS AND PROMOTIONS**

Section 7.01. Permanent Vacancy. A permanent vacancy is created when the VILLAGE determines in its sole discretion to increase the workforce or to fill positions.

Section 7.02. Posting. Whenever the VILLAGE determines to fill a permanent vacancy, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy may do so.

Section 7.03. Selection. The VILLAGE shall fill the permanent vacancy by promoting in order of seniority, so long as the applicant is appropriately qualified. The VILLAGE may also fill the vacancy from outside the bargaining unit if the outside applicant possesses greater skill and ability or if no applicants from the bargaining unit apply.

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Section 7.04. Temporary Assignment. No bargaining unit members shall supervise other bargaining unit employees.

Section 7.05. Seniority Protection for Promoted Employees. Bargaining unit employees promoted out of the unit shall maintain their bargaining unit seniority of record while serving outside of the bargaining unit for a period of thirty (30) days. During this time either party, the VILLAGE or the employee himself, may choose to return the employee to his former position, with full retroactive seniority.

**ARTICLE VIII
DISCIPLINE AND DISCHARGE**

Section 8.01. A) General. The parties recognize and agree that the VILLAGE has an obligation to its residents and business community to provide safe, adequate and qualified public services. The VILLAGE may discipline employees for off-duty conduct only where such conduct adversely affects the employee's performance of his work duties or ability to safety function with others in the Department.

B) **Notices.** A copy of all discipline notices shall be provided to the Employee and the UNION.

C) **Standards and Levels of Discipline.** Employees covered hereunder shall be disciplined for just cause. As a general rule, the VILLAGE agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- Oral Warning
- Written Reprimand
- Suspension With or Without Pay
- Demotion
- Discharge

However, the VILLAGE shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action. It is acknowledged that certain circumstances may reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline. Prior to the actual imposition of a written reprimand, demotion, suspension without pay or discharge, the VILLAGE shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable, and the employee shall be informed at that time of the basis for the disciplinary action. The employee shall be allowed to have a UNION Steward present during the discussion, although a discussion will not be inordinately delayed if a Steward is not immediately available.

**ARTICLE IX
GRIEVANCE PROCEDURES**

Section 9.01. Grievance Defined. A "grievance" is defined as a meritorious dispute, complaint or difference of opinion raised by an employee or the UNION against the VILLAGE during the terms of this Agreement involving an alleged violation of this Agreement.

Section 9.02. Grievance Procedure. It is mutually desirable for an employee and his immediate supervisor to resolve problems through free and informal discussions. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

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Step I - Immediate Supervisor: The employee, with or without a UNION representative, or the UNION, shall take up the grievance within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to adjust the matter and shall respond within seven (7) calendar days. Any resolution of a grievance in this step shall not have any precedential value with respect to future grievances.

Step II - Superintendent: If the grievance remains unsettled after the response in Step I and if the grievant desires to appeal the grievance, the grievance shall be reduced to writing within seven (7) calendar days of receipt of the response in Step I and presented, to the appropriate division Superintendent within said seven (7) calendar days. The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the specific provision or provisions of the agreement allegedly violated and the relief requested. The Superintendent shall schedule a conference within seven (7) calendar days of receipt of the grievance to discuss the grievance. If no agreement is reached or if no conference is scheduled, the Superintendent shall submit a written response within seven (7) calendar days of receipt of the grievance. If the grievance is not resolved at this step, the grievant must obtain UNION approval to proceed to the next step.

Step III - Director of Public Works: If the grievance remains unsettled after the response in Step II and if the UNION desires to appeal the grievance, the UNION shall within seven (7) calendar days of receipt of the response, present the grievance in writing to the Director of Public Works. The Director of Public Works or his designee may, in his discretion, schedule a conference within seven (7) calendar days of receipt of the appeal to discuss the grievance. If no agreement is reached or if no conference is scheduled, the Director of Public Works or his designee shall submit a written response within seven (7) calendar days of receipt of the appeal.

Step IV - Village Manager: If the grievance remains unsettled after the response in Step III and if the UNION desires to appeal the grievance, the UNION shall within seven (7) calendar days of receipt of the response in Step III, present the grievance in writing to the Village Manager. The Manager or his/her designee shall respond to the grievance in writing within ten (10) calendar days of receipt of the appeal.

Step V - Arbitration: If the grievance is not settled in Step IV, the matter may only be referred by the UNION or the VILLAGE for arbitration by written request made by the UNION or the VILLAGE within fifteen (15) calendar days of the Manager's response in Step IV. Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within fifteen (15) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternately strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, within sixty (60) days.
2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

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3. 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.
4. The arbitrator shall have no right to amend, nullify, ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide questions of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. The parties shall have the right to request the arbitrator to issue subpoenas compelling the attendance of witnesses and the production of documents. The arbitrator shall be without power to make any decision or award which is 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 which are, under law, applicable court decisions, or pursuant to this Agreement, granted to the VILLAGE.
5. Any decision and award of the arbitrator rendered within the limitations of this Section shall be final and binding on the UNION, the VILLAGE, the grievant(s), and employees covered by this Agreement.

Section 9.03. Time Limit for Filing. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or UNION. If the grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the VILLAGE's last response. If the VILLAGE does not respond to a grievance or an appeal hereof 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. Any time period provided under the Steps of the grievance procedure may be extended by mutual agreement.

Section 9.04. Grievance Forms. The written grievance required under this Article shall be presented on a form approved by the VILLAGE and the UNION.

Section 9.05. Union Stewards. Duly authorized representatives of the UNION shall be designated, by the UNION as stewards and written notice will be given to the Village Manager or his designee. The UNION may designate up to three (3) chief stewards, who shall be the UNION representatives for the purposes of this Agreement.

**ARTICLE X
NO STRIKE AND NO LOCKOUT**

Section 10.01. No Strike. During the life of this Agreement, it is agreed that neither the UNION or any of its officers or agents or employees of the UNION or the VILLAGE will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the VILLAGE, regardless of the reasons for doing so.

If any impasse occurs between the VILLAGE and the UNION involving any or all of the regular full-time and regular part-time employees working in the water plant in maintenance worker and water plant operator classifications those employees shall have no right to strike, work stoppage, or slow down, and

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the VILLAGE and UNION shall jointly implement the impasse arbitration procedures set forth in Section 14 of the ACT.

Section 10.02. Penalty. Any employee engaging in activity prohibited by Section 10.01, or who instigates or gives leadership to such activity, shall be subject to discipline up to and including immediate dismissal from employment. The VILLAGE retains all rights set forth in Section 17 (B) of the Illinois Public Labor Relations Act. In addition to penalties provided herein, the employer may enforce any other legal rights and remedies entitled to by law.

Section 10.03. No Lockout. During the term of this Agreement, the VILLAGE will not instigate a lockout over a dispute with the UNION.

Section 10.04. UNION Official Responsibility. In the event of a violation of Section 10.01 of this Article, the UNION agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 10.05. Judicial Restraint. Nothing contained herein shall preclude the VILLAGE from obtaining judicial restraint and damages in the event the UNION, its members, agents, or employees violate this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

**ARTICLE XI
HOURS OF WORK AND OVERTIME**

Section 11.01. Purpose. The provisions of this Article relating to hours of work and overtime are intended to provide a basis for calculating overtime compensation and are not to be construed as a guarantee of days or hours of work for any period.

Section 11.02. Normal Workday and Schedule. Except as provided elsewhere in this Agreement, the normal work week shall consist of forty (40) hours per calendar week (including a one-half hour paid lunch period during each work shift) and such additional time as may, from time to time, be required in the sole judgment of the VILLAGE to serve the citizens and business community of the VILLAGE. The normal work day and work week for full-time employees shall be that shown on Exhibit A attached hereto and made a part hereof. The VILLAGE shall have the right to alter, amend, change or modify the above schedule so long as the employees' new schedule is either a five-day, eight-hour a day week or a four day, ten-hour a day week, Monday through Saturday. The VILLAGE shall also have the right to change starting times from 5:00 a.m. to 8:30 a.m. in half-hour increments. Employees are required to report to work at the normal scheduled starting time. Any or all employees covered by the Agreement shall be subject to call twenty-four (24) hours per day in case of emergency. An emergency situation or condition shall exist if so determined in the sole discretion of the VILLAGE, the Director of Public Works, and/or his designee.

Section 11.03. Changes in Normal Work Week and Workday. The shifts, workdays and hours to which employees are normally assigned shall be posted on department bulletin boards on Thursday for the following week. The VILLAGE may not change, alter or modify the normal work schedule of Employees without first providing at least forty-eight (48) hours prior notice to any such employees, except in the event of an emergency. The "Public Works Daily Work Schedule" for employees shall be posted on the bulletin board anytime a change to the schedule is made.

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Section 11.04. Rest Periods. There shall be one (1) rest period of fifteen (15) minutes inclusive of travel time during each regular shift, typically taken during the first half of the employee's normal work day. Employees shall be permitted to use public washroom facilities while on their rest periods.

Section 11.05. Meal Period. All employees shall, except upon mutual agreement, be granted not to exceed a thirty (30) minute paid meal period during each eight (8) hour work shift. In order to be eligible for the paid meal period, an employee must work at least six and one-half (6 ½) hours (inclusive of rest period) of his/her scheduled eight (8) hour work shift, not including the time taken for the meal period. Whenever possible, this meal period shall be scheduled at or near the middle of each shift. In such instances where the nature of our public service business or emergencies may on occasion preempt the above, the VILLAGE will re-schedule that meal period or off-set with compensatory time that day or the following day.

Section 11.06. Clean-up Time. Employees shall be granted up to a ten (10) minute personal clean-up, de-briefing and time sheet filling-out period prior to the end of each work shift. Clean-up time shall not be construed as a break period.

Section 11.07. Overtime. All employees shall be paid overtime pay at the rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in their normal work week (provided it was not caused by water plant operator swapping of shifts). With respect to full-time employees, "Time Worked" shall be defined to include those hours for which the employee receives wages from the VILLAGE. Full-time employees shall be paid overtime at the rate of one and one-half their regular hourly rate for all hours worked outside their regularly scheduled hours. Full-time employees shall be paid double-time for all hours worked on Sunday outside their regularly scheduled hours. Overtime shall be assigned as needed by the Director of Public Works or his designee. For the purposes of determining a full-time employee's regular hourly rate of pay, the employee's base salary shall be divided by 52 weeks and then divided by 40 hours. A regular part-time employee's regular hourly rate of pay is that which may be set or the applicable annual base salary amount divided by the method set forth above.

Section 11.08. Compensatory Time. Employees may place overtime hours into the compensatory time bank within the limits stated herein in lieu of pay for such hours. Except as provided herein, employees may accumulate a total of eighty (80) hours of compensatory time at any given time. However, during the months of December, January and February, employees may accumulate up to ninety-six (96) hours of compensatory time. On March 1st of each year, and while employees will be permitted to keep ninety-six (96) hours accumulated, they shall not be permitted to earn additional compensatory time (but shall be paid for all overtime instead) until such time as their accumulated hours are below a maximum of eighty (80) hours. When the manpower needs of the Department are met, such earned overtime may be taken as compensatory time off, subject to the "scheduling of vacation/reclaim/holiday benefit usage" policy established by the Director of Public Works. Requests shall be granted in order of their submission. In case of two (2) or more requests are submitted on the same date for the same reclaim time off, seniority shall prevail. Under no circumstances shall overtime hours paid in accordance with the Fair Labor Standards Act also be taken as compensatory time off.

Section 11.09. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 11.10. Required Overtime/On-Call. The VILLAGE shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments unless a bona fide reason exists. The administration of overtime lists shall be pursuant to past practice and procedures except that only bargaining unit employees shall be rotated on the "Emergency Call List." If the

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employee fails to report when directed or is on an overtime call list and cannot be reached by telephone or pager, he shall be appropriately disciplined if such is reasonable and appropriate under the circumstances. The employee on the "Emergency Call List" who is called and reports to work as required shall be paid double-time his regular hourly rate for the first two (2) hours of work so long as they are not contiguous to his scheduled hours of work and thereafter be paid the appropriate rate.

Section 11.11. Call-In-Minimum Work. Employees who are called in outside their regular scheduled hours (i.e., work hours not contiguous to their previously scheduled hours or not on their previously scheduled hours or not on their previously scheduled work day) shall be compensated for time worked at their applicable overtime rate of pay pursuant to this Article. In the event the call-in is for emergency work (not scheduled in advance), a minimum guarantee of two (2) hours of work at the appropriate rate of pay shall apply.

Section 11.12. Overtime Distribution. It is agreed that the overtime work available to employees covered by this Agreement is typically of an emergency nature. The VILLAGE will assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved. It is the intention of the parties that to the degree practical, overtime will be distributed equitably among the employees in the same job classification within the Department.

Section 11.13. Mandatory Rest Period. Unless an employee agrees otherwise, employees will not be required to work more than sixteen (16) hours in a twenty four (24) hour period without being allowed an eight (8) hour rest period.

ARTICLE XII
HOLIDAYS

Section 12.01. Recognized Holidays. The VILLAGE shall recognize seven (7) scheduled paid holiday absences within each fiscal year for all full-time employees (except water plant operators, see Section 12.06). These holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

For the purpose of this Article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday, and if one of the above holidays falls on Sunday, it shall be observed on the following Monday.

Section 12.02. Personal Preference Holidays.

- A) All full-time employees (except water plant operators, see Section 12.06 D) shall be granted three (3) personal preference holidays to afford the employees the opportunity of applying them to whatever celebrations they find most responsive to their personal circumstance.
- B) Personal preference days may not be carried over from one fiscal year to the next and shall be forfeited if not used within the fiscal year earned. The fiscal year of the VILLAGE is May 1 to April 30.

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- C) Personal preference days shall be scheduled pursuant to the past practice and procedure by the department.

Section 12.03. Eligibility Requirements. Only full-time employees are eligible for holiday leave. Employees become eligible for the appropriate holiday benefit from the first date of their employment. The personal preference holiday shall also be prorated for new employees based on the portion of the fiscal year worked. Personal preference holiday benefit may not be utilized by probationary employees with less than six (6) months service credit unless deferring the benefit will result in forfeiture. In order to qualify for holiday pay an employee must have actually worked the last scheduled work day immediately before the holiday and the scheduled work day immediately following the holiday, unless an absence is authorized for a scheduled vacation, verified illness or other authorized leave.

Section 12.04. Holiday Overtime. Employees (except water plant operators) who work on a recognized holiday shall be paid for time worked at two (2) times the employee's regular hourly rate of pay in addition to the paid holiday. If a recognized holiday falls on a weekend, holiday double-time will be paid to those employees who work on the Village recognized holidays.

Section 12.05. Holiday(s) during Vacation. When a scheduled holiday falls during an employee's vacation, that employee, if eligible for scheduled holidays, shall not be required to count such holiday as a vacation day.

Section 12.06. Equalization of Holidays (Water Plant Operators). Because the water filtration production process demands full and continuous coverage, all water plant operators will receive ten (10) hours per month in compensatory time or pay.

**ARTICLE XIII
VACATIONS**

Section 13.01. Vacation Accrual. All full-time employees shall accumulate vacation credit, as follows:

- A) Employees shall receive an annual vacation allowance of not less than twelve (12) and not more than twenty-four (24) working days (based upon twelve (12) full months of continuous service) as follows:
- 1) Month 1 through month 60: 1 day per month/annual rate = 12 working days.
 - 2) Month 61 through month 120: 1.25 days per month/annual rate = 15 working days.
 - 3) Month 121 through month 168: 1.58 days per month/annual rate = 19 working days.
 - 4) Month 169 through month 240: 1.83 days per month/annual rate = 22 working days.
 - 5) Month 241 through end of career: 2.0 days per month/annual rate = 24 working days.

Section 13.02. Vacation Credit. For the purpose of determining the amount of vacation credit to which an employee is entitled, a working day shall be considered as being eight (8) hours. During all periods of paid vacation, reclaim or holiday leave of more than thirty (30) days and during all periods of paid leave of thirty (30) days or less, employees will continue to accrue vacation benefits. During any other period of absence whether paid or unpaid, employees will not accrue vacation benefits.

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Section 13.03. Vacation Accumulation. All employees who have earned vacation time shall typically take their vacation within the fiscal year it was earned. An employee will be permitted to accumulate vacation time up to a maximum of twenty-three (23) days. In no event shall any employee's unused accumulated time exceed twenty-three (23) days on September 30 of any year or those days exceeding twenty-three (23) days shall be forfeited. However, if an employee has previously scheduled vacation days and said vacation days are cancelled by the Department of Public Works, the employee will be allowed to carry over said cancelled vacation one (1) month past September 30.

Section 13.04. Vacation Selection.

- A) All vacation absences may be scheduled to include all leave which shall be accumulated by the date the leave is to commence.

- B) The number of employees who may schedule vacations, personal holidays and reclaim time at any given time is based upon reasonable Department Works needs. During the winter season of December 1st through March 31st, no more than three (3) Maintenance Workers and one (1) Mechanic may be scheduled off at the same time. During the time period of December 25th through January 1st of each year, four (4) Maintenance Workers and one (1) Mechanic may be scheduled off at the same time. Such pre-approved time off, for a maximum of two (2) weeks, is considered non-conditional and non-revocable by the Village. Individuals who are in town and available may, if they desire, volunteer for overtime recall during emergency situations.

During the balance of the year between April 1st and November 30, no more than eight (8) Maintenance Workers and two (2) Mechanics may be scheduled off at the same time. Such pre-approved time off, for a maximum of three (3) weeks, is considered non-conditional and non-revocable by the Village. The Director of Public Works and/or his designee shall have discretion to conditionally approve additional requests for scheduled time off beyond the limits cited above, subject to pending work obligations and weather conditions, with the express understanding that such approval is subject to immediate revocation and cancellation in the event of a plowable snowfall, major wind storm or other significant emergency.

Requests for vacation, personal holidays and reclaim time must be submitted in writing. Requests shall be reviewed and approved in the order of their submission. In those instances where the number of requests received exceeds the maximum number of authorized time-off slots, seniority will prevail for those requests submitted on the same dates for the same period of time.

On November 1 of each year, the Department Head or his designee shall post a schedule for vacation, personal holidays and reclaim selection for vacation, personal holidays and reclaim selection for the period January 1 through December 31 of the next calendar year. The Department Head or his designee shall finalize the vacation, personal holiday and reclaim schedule for the next calendar year on or before December 15.

Written requests for unscheduled vacation, personal holidays and reclaim may be submitted up to three (3) months (ninety (90) calendar days) ahead of time. Requests will be approved unconditionally, conditionally or denied in writing within two (2) business days.

- C) No employee is entitled to use any vacation time until he has completed his probationary period. In the event the employee completes his six (6) month probationary time before the fiscal year ends, the employee may either utilize his vacation credit earned in the current year,

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or carry them over to the next year.

- D) Vacation selection for water plant personnel shall remain consistent with prior practice and procedure.

Section 13.05. Vacation and Other Pay on Separation.

- A) Upon separation from employment, an employee who has qualified for his first full paid vacation shall receive pay at his then current hourly rate of pay for all accumulated but unused vacation time plus a prorated share of the final vacation month's credit. The final month's vacation credit shall be calculated by the employee's monthly vacation credit multiplied by the number of weeks worked in the final month divided by 4.33.
- B) Upon separation, an employee shall also receive pay, at the employee's then current hourly rate of pay, for all accumulated but unused holiday time and reclaim time.

Section 13.06. Regular Part-Time Employees. Regular part-time employees shall not be eligible for vacation.

Section 13.07. Minimum Increment Usage. Vacation leave may be used in increments of thirty (30) minutes.

**ARTICLE XIV
SALARIES**

Section 14.01. Salary Schedules. See Exhibit B attached hereto and made a part hereof.

Section 14.02. Longevity. Employees shall receive longevity pay in recognition for years of service according to the following schedule:

Effective May 1, 2006:

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$25	\$300
7 years	\$50	\$600
10 years	\$80	\$960
15 years	\$110	\$1,320
20 years	\$135	\$1,620

Effective May 1, 2007

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$30	\$360
7 years	\$60	\$720
10 years	\$90	\$1,080
15 years	\$120	\$1,440
20 years	\$150	\$1,800

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Effective May 1, 2008

Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$31.12	\$373.44
7 years	\$62.26	\$747.12
10 years	\$93.38	\$1,120.56
15 years	\$124.50	\$1,494.00
20 years	\$155.62	\$1,867.44

Effective May 1, 2009

Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$32.21	\$386.51
7 years	\$64.44	\$773.27
10 years	\$96.65	\$1,159.78
15 years	\$128.86	\$1,546.29
20 years	\$161.07	\$1,932.80

Effective November 1, 2009

Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$32.37	\$388.44
7 years	\$64.76	\$777.14
10 years	\$97.13	\$1,165.58
15 years	\$129.50	\$1,554.02
20 years	\$161.87	\$1,942.46

Effective May 1, 2010

Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

Years of Service	Monthly Longevity Payment	Annual Longevity Payment
5 years	\$33.58	\$403.01
7 years	\$67.19	\$806.28
10 years	\$100.77	\$1,209.29
15 years	\$134.36	\$1,612.30
20 years	\$167.94	\$2,015.31

**ARTICLE XV
OTHER LEAVE**

Section 15.01 Sick Leave. Sick leave is provided as a benefit to full-time employees in recognition that employees do contract various illnesses or suffer non-job related injuries from time to time; 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. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their physician or pursuing other professional treatment or convalescence. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the VILLAGE may vigorously investigate and eliminate sick leave abuse. Abuse of sick leave is cause for discipline appropriate under the circumstances. In addition to salary protected absence for personal illness, employees may utilize sick leave to assist a member of their immediate family who is stricken by a bona fide illness or disability. Such family related absence for illness or disability shall be limited to three (3) days for any single occurrence.

Section 15.02. Sick Leave Accumulation. Sick leave shall be earned at the rate of one (1) day for each calendar month of service equivalent to twelve (12) days a year. In the event an employee actively works less than eighty (80) hours (excluding vacation time, reclaim time, holiday and personal time) in a calendar month, he will not earn sick leave credit for that month under this Article. Sick leave taken during the year shall be deducted from the employee's sick leave balance.

Section 15.03. Sick Leave Usage and Conditions. Sick leave hours used shall be equivalent to the employee's regular hourly rate of pay in effect at the time sick leave is taken. In the case of an absence of more than three (3) consecutive scheduled work days before an employee will be allowed to return to work, the VILLAGE may require an employee to submit an acceptable physician's certification of illness or disability if notified by the VILLAGE during such sick time. Failure to produce such certification upon request will result in ineligibility for and forfeiture of sick leave pay that occurrence. Sick leave may be used in increments of thirty (30) minutes.

Section 15.04. Exhaustion of Sick Leave. When an employee exhausts accumulated sick leave for any reason, he will not be compensated for additional absence. If the illness or disability is expected to extend beyond the payroll period in which the leave is exhausted, he will be directed to apply for an uncompensated medical leave of absence or appropriate disability benefits or request to use any available benefit time.

Section 15.05. Sick Leave at Retirement. Employees retiring from VILLAGE service in accordance with the provisions established by the Illinois Municipal Retirement Fund shall receive one (1) additional month's pension service credit for each twenty (20) days of accumulated and uncompensated sick leave. Any fraction remaining after the total number of sick days is divided by twenty (20), will be treated as a full month's credit.

Section 15.06. On-the-Job-Injury (OJI) Leave. All employees of the VILLAGE are protected by Workers' Compensation Insurance and special leave to absent themselves from the work place (subject to specific conditions), if necessary, as the result of an on-the-job injury. The legally required insurance benefit provides payment for medical services and maintenance of up to 2/3 of regular base salary (free from State or Federal Income Taxes) subject to a statutory maximum during any period of absence from the work place as a result of the on-the-job injury. Under State law, eligibility for on-the-job injury compensation does not begin on the first (1st) day of absence.

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The VILLAGE goes substantially further than the vast majority of employers. The VILLAGE shall provide the employee with the option of continuing their regular base salary in most job related injury circumstances until they return to work or become eligible for disability benefits under their retirement system. The VILLAGE provides on-the-job injury compensation starting with the first day of absence from work. **ALL THESE CONSIDERATIONS ARE CONDITIONAL BASED UPON STRICT ADHERENCE TO THE FOLLOWING STANDARDS:**

1. A report of the incident must be filed by the employee as soon as possible with his or her supervisor. The employee must cooperate with any investigation of the incident.
2. The employee must participate in medical examinations required by the VILLAGE. Such examinations will be at VILLAGE expense. The VILLAGE will select the doctor and will from time to time schedule appointments.
3. On-the-job injury leave subject to the doctor's examination will be permitted only upon certification by the doctor that time off work is required as a result of the job related injury.
4. If the doctor finds that time away from the work place is required as a result of the job related injury, the employee is eligible for the full compensation option only so long as they strictly adhere to the therapeutic routine prescribed by the doctor. Essentially the employee is being paid and credited for active service for a job assignment of "recuperation." Failure to diligently carry out this assignment will be subject to disciplinary rules.
5. Employees must participate in all therapy or follow-up visits requested by the doctor. This also is a work assignment and therefore subject to standard work rules.
6. Employees must report any significant change in their medical status to their supervisor.
7. Each medical examination shall result in a report from the doctor to the VILLAGE which will contain a current diagnosis, probable date the employee will be available for regular job assignment and probable date on which the employee will be available for "light duty" assignment. This letter report will contain a statement from the doctor regarding what physical limitations are to be placed on such light duty assignments. A report from the doctor to the VILLAGE shall result from all physicians' examinations regardless of whether the doctor is selected by the VILLAGE or by the employee. Under Illinois law the VILLAGE may withhold payment from a physician who fails to provide such information. Conflicting medical opinions will be dealt with situationally.
8. Employees must report for light duty assignment on the date the doctor certifies they are available. Light duty assignments will be considered a regular assignment for pay purposes and may be made without regard to the employee's normal classification or shift assignment. Failure to respond to a light duty assignment will terminate on-the-job injury pay and be considered an absence without leave and will be subject to normal progressive corrective disciplinary procedures.
9. Employees receiving on-the-job injury compensation may not be employed in any capacity with the VILLAGE or elsewhere during the period of such compensation except for recuperation or light duty assignment as described above.
10. Any absence from the work place while on light duty or from the employee's residence for more than a day while on recuperation assignment other than those necessary for medical examinations or therapy shall be deducted from accumulated leave banks. All such absences whether for therapy, doctor visits, vacation or other reason must be approved by supervisors in accordance with standard procedure.

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11. Re-injuries, relapses, and/or "flare-ups" of an existing injury or condition will be subject to all the same provisions set forth above for an original injury, including a mandatory medical examination.
12. The employee's continuous service date shall be unaffected by any period of on-the-job injury leave.

Only employees conforming to all the above standards will be eligible to continue maintenance of full pay. Those failing to meet any of these standards will immediately receive only the statutorily required Workers' Compensation payment during any period of absence from the work place. As these standards are consistent with the Workers' Compensation law, failure to conform may also affect eligibility for statutory benefits.

In addition to VILLAGE benefits, the employee may be eligible for certain additional considerations. These are situationally applicable and are generally governed by the laws of the State of Illinois as enforced by the Illinois Industrial Commission. A copy of the Commission's brochure which describes the Illinois Workers' Compensation Act is available from the Finance Department. You are urged to review this carefully and invited to address your questions to the VILLAGE'S Benefits Coordinator, Director of Finance, Illinois Industrial Commission or such other counsel as you may desire.

Section 15.07. Jury Duty Leave.

- A) Full-time employees selected for jury duty or subpoenaed as a witness for the VILLAGE before a recognized court of law shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received which is specifically earmarked for travel, meal and/or lodging expenses.
- B) Employees attending a court proceeding not related to the VILLAGE as a defendant or plaintiff shall be granted a leave of absence without pay as necessary until a decision of the court has disposed of the case. The employee may use an accumulative benefit (holiday, vacation and/or reclaim) to continue his/her current salary level.

Section 15.08. Bereavement Leave.

- A) In the event of a death in the immediate family of an employee who has completed their probationary period, the employee will be granted three (3) days of emergency leave with pay. Such an employee may supplement the leave with an additional one (1) day of sick or vacation time or reclaimed time for this purpose. For this purpose, immediate family consists of the employee's mother, father, sister, brother, spouse, child, grandchild, grandparents and/or the mother, father, sister and brother or grandparents of the employee's spouse (all inclusive of "step" relationships). The employee who has completed their probationary period will be granted one (1) day of emergency leave with pay in the event of the death of a relative which is hereby defined to mean as a person having blood relationship to the employee or his spouse spanning two (2) generations. Such employee will be granted one-half (1/2) day of emergency leave with pay to attend the funeral of a close friend or neighbor of the employee.

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- B) As a condition to the granting of any such emergency leave, the employee may be required to submit satisfactory proof of the death and/or proof of the relationship of the deceased to the employee.

Section 15.09. Military Service Leave. Full-time non-probationary employees that are called for training or other duty as a member of a reserve component of the Armed Forces of the United States or of the National Guard will be entitled to receive fifty percent (50%) of his regular salary for up to a maximum of two (2) weeks absence for that purpose in any one (1) year for active duty. Such absence of up to two (2) weeks will not be charged against the paid vacation, if any, for which the employee may be eligible in that year.

Section 15.10. Unpaid Leaves. Any full-time non-probationary employee may be granted a leave of absence without pay for whatever reason and period that the Director of Public Works may deem acceptable. The employee shall submit in writing to the Director of Public Works any request for a leave of absence. In determining whether or not to grant the leave the VILLAGE will give consideration to the nature of the purpose for which the leave of absence was requested, the effect of the employee's absence on Departmental operations and what it believes to be in the best interests of the community. Under no circumstance will a leave of absence be granted for the purpose of sampling other employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the VILLAGE. An employee granted leave of absence in accordance with the provisions of this paragraph will be reinstated, upon expiration of the approved leave of absence, to the position he held at the time the leave was granted, unless circumstances have so changed as not to permit or so as to make unreasonable the employee being restored to the same position, in which event the employee will be reinstated to a position as similar in status to the employee's former position as is available. Failure of an employee to report for work immediately upon the conclusion of the employee's approved leave of absence, or acceptance of other employment while on leave of absence, shall be considered cause for termination.

Section 15.11. Maternity Leave. The paid leave benefits provided for in this Section may only be utilized for this medically necessary period of absence and only when certified by the employee's doctor and shall be subject to the following standards:

1. Pregnant employees may continue to work a regular schedule so long as they are medically able and shall return to work as soon as they are medically able.
2. An employee applying for maternity leave must provide a medical statement indicating the last date on which she is authorized to work and an estimate of the probable date of return.
3. Accumulated sick leave may be utilized until exhausted for the period of this absence. Thereafter, accumulated reclaim time and vacation leave may be applied to this absence.
4. Upon the exhaustion of all categories of accumulated benefit time, the employee shall enter an uncompensated leave status for the duration of the medically certified disability.
5. Should complications arise which would extend the period of medical disability, the employee may apply for long term disability benefits under the appropriate retirement system.
6. Fatherhood consideration shall be extended to an employee whose spouse has delivered a child by permitting use of accumulated sick leave to assist with newborn care up to a maximum of five (5) accumulated sick leave days. This provision is in lieu of Section 15.01 in this special circumstance. Thereafter, other accumulated leave benefits may be requested for the same purpose or the employee

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may seek an uncompensated leave of absence.

7. When return to full employment is required and the employee does not return, the obligation upon the VILLAGE to hold the employee's position shall terminate.

Section 15.12. Good Health. The VILLAGE recognizes the additional contribution of those who, through good fortune or conscious effort, utilize less sick leave than others. To recognize and compensate for such comparative under utilization of the sick leave benefit, the following program is established:

1. Regardless of the employee's shift schedule, whenever they shall have accumulated the equivalent of sixty (60) months sick leave benefit, thereafter they shall receive salary compensation annually for twenty percent (20%) of the accumulated sick leave hours in excess of the minimum eligibility factor. Such compensation shall be at the current hourly rate. For example, an employee having accumulated seventy-eight (78) months of sick leave benefit shall receive compensation at his/her current hourly rate or 3.6 months accumulation ($18 \times .20 = 3.6$) of such leave as a good health benefit, leaving a current sick leave accumulation of 74.4 months of accumulated benefit ($78 - 3.6$). Payment shall be in whole increments (thus our example would be rounded to 4 days with a balance of 74).

Such benefit is applicable to all employees who are eligible for the sick leave benefit. Payment to those eligible shall typically be made annually on the second check in March of each year.

2. Employees retiring from the VILLAGE service in accordance with the provisions of established retirement plans will be paid for the fiscal year in which actual retirement occurs for thirty percent (30%) of unused paid sick leave in excess of sixty (60) days. Such employees may elect to take the difference between the standard twenty percent (20%) and the thirty percent (30%) benefit in the form of an equivalent paid leave of absence immediately preceding the retirement date.

ARTICLE XVI
INSURANCE

Section 16.01 Health Insurance. See Exhibit C attached hereto and made a part hereof.

Section 16.02. Employee Contributions. Effective January 1, 2007, employees shall contribute eight (8) percent of health premium costs, which will be deducted from employee's paychecks. Regardless of premium costs, employee contributions shall not increase by more than ten (10) percent in any given year (July 1 – June 30). Open enrollment shall be November or December 2006 and commence in each November or December thereafter.

The VILLAGE shall deduct the above amounts once each month from the employee's paycheck.

Section 16.03. Lifetime Benefits. The lifetime major medical benefit shall be \$3.5 million.

Section 16.04. HMO Bonus. Effective January 1, 2007, employees who elect or continue with Health Maintenance Organizations (HMO) Health coverage for a period of one year shall receive a one time bonus payment (less applicable withholding) of \$500.00. This bonus shall be in effect from January 1, 2007, to December 31, 2007. Subsequent year continuation of this program shall be at Village discretion.

Section 16.05. Voluntary Discontinuation Bonus. Effective January 1, 2007, employees who voluntarily elect to discontinue their participation in the Village health plan for a period of one year shall receive a one time bonus payment (less applicable withholding) of \$2,000. Eligible employees shall

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provide evidence of coverage in another health insurance plan at the time of notifying the Village of their intent to discontinue Village health coverage. Should such employee lose coverage mid year due to an eligible life status change, such employee shall be allowed to reenroll in Village coverage by paying the Village a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions provided they submit evidence of prior creditable health coverage. The Voluntary Discontinuation Bonus shall be in effect from January 1, 2007 to December 31, 2007. Subsequent year continuation of this program shall be at Village discretion.

Section 16.06. Dental Benefits. The VILLAGE shall pay the full cost of the employee dental insurance premium or thirty five percent (35%) of the family dental premium.

Section 16.07. Death Benefit. In the event a non-probationary full-time regular employee with a minimum of one (1) year of service dies while actively employed with the VILLAGE (i.e. not on a disability or other pension), the VILLAGE shall pay one (1) month's salary to the employee's designated beneficiary or to the employee's estate. Such payment shall be in addition to all other benefits and is irrespective of the cause of death.

Section 16.08. Life Insurance. Each full-time employee shall receive a VILLAGE paid term life insurance benefits with a face value equal to one and one-half (1-1/2) times their annual base salary.

Section 16.09. Insurance. Employees so affected, who are currently in the VILLAGE health and life insurance program, shall have such benefits then in effect extended for thirty (30) days after the effective date of the layoff.

**ARTICLE XVII
PENSIONS**

Section 17.01. Pensions. During the term of this Agreement, all eligible employees shall participate in the Illinois Municipal Retirement Fund in accordance with and subject to the provision of the statutes of the State of Illinois now applicable or as they may hereafter be amended.

**ARTICLE XVIII
UNIFORMS**

Section 18.01. Uniforms - Rental. The VILLAGE shall provide an allotment of work uniforms including cleaning service for each employee. In lieu of the pants supplied by the Village's rental uniform contractor, an employee may, for the entire term of the rental uniform contract agreement, choose to have the Village provide an allotment of pants which the employee would own, maintain and clean. When the rental uniform contract agreement expires, employees may choose to opt in, opt out or to re-enroll in the Village supplied pants allotment option. The annual quantity (whole number) of pants supplied shall be determined by dividing the unit cost into an amount not exceeding \$143 (deduct \$14.30 for each pair of coveralls and/or pants supplied by the cleaning service). In the event an employee leaves the Village prior to the end of the fiscal year, the value of the pants supplied will be pro-rated and deducted from the final paycheck. Notwithstanding the above language, Mechanics shall receive a total of thirteen (13) uniforms.

Employees wearing the pants supplied by the Village shall meet the minimum reasonable dress code requirement as established by the Director of Pubic Works.

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Employees shall wear the uniform at all times (rental and/or supplied by the Village), except when circumstances dictate different attire which has been pre-approved by the employee's supervisor.

Section 18.02. Uniforms - Protective Clothing. The Director of Public Works or his designee shall determine which items of protective clothing and safety gear are necessary in relation to the normal duty assignments of individual personnel and will supply such items. Standard uniform jackets and the cleaning of work gloves, safety gear, rain suits, rubber boots and other miscellaneous apparel are classified as protective clothing. Items damaged and/or worn out during normal use will be replaced by the VILLAGE.

Section 18.03. Uniforms - (Rx) Prescription Safety Glasses. The VILLAGE shall provide a contribution of up to \$125.00 for one pair of prescription (Rx) safety glasses every two (2) years for those employees subject to field assignments or situations necessitating protective eye glasses as approved by the Director of Public Works in advance of their purchase. The employee shall submit a copy of their invoice which clearly indicates prescription (Rx) safety glasses were purchased (eye exam excluded) to the VILLAGE. Eligible employees will be reimbursed in accordance with the VILLAGE'S normal claims handling procedures. Any charge in excess of the VILLAGE'S contribution will be the employee's sole responsibility. The VILLAGE further agrees to replace on the job damaged prescription safety glasses up to \$125.00.

Section 18.04. Uniforms/Protective Clothing - Ownership. All uniforms and protective clothing remain the property of the VILLAGE and shall be turned in to the employee's supervisor upon termination of employment. Uniforms and protective clothing shall be worn during working hours and shall not be worn at any other time except when traveling to and from work.

**ARTICLE XIX
MISCELLANEOUS**

Section 19.01. Bulletin Board. The VILLAGE shall provide space and/or a bulletin board at the Public Works Center, the maintenance garage and the Water Filtration Plant to be used by the UNION for posting information pertaining to the UNION. The UNION shall not post defamatory, inflammatory, or controversial notices or political notices not pertaining to UNION matters. It is agreed that all costs connected with the use of same shall be borne by the UNION.

Section 19.02. Telephone. All employees, as a condition of continued employment, shall maintain an operating telephone in their place of residence. However, if an employee encounters extenuating circumstances and promptly notifies his supervisor he shall be excused from complying with the terms of this Section.

Section 19.03. Driver's License. All employees shall maintain a valid Illinois Driver's License with the appropriate classification and endorsement(s) to the extent required by law to legally operate VILLAGE vehicles and equipment which are used to carry out their assignments in the Public Works Department. The VILLAGE will pay the difference between a Commercial Drivers License (CDL) and a regular driver's license at the time of renewal. All renewals will be done during the employee's normal hours of work, with a maximum of two (2) hours.

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Section 19.04. Residency Requirement.

- A) All employees, as a condition of continued employment within the VILLAGE shall maintain their primary residency and domicile within a twenty-five (25) mile radius of the VILLAGE of Northbrook's Public Works Center.
- B) Any employees employed by the VILLAGE at the effective date of this Agreement, who, at the time this Agreement became effective, did not live within the twenty-five (25) mile radius may continue to reside outside the twenty-five (25) mile radius so long as the employee does not move to another more distant residence.

Section 19.05. UNION - Right to Access. Duly authorized officials of the UNION shall be permitted during normal working hours to enter VILLAGE facilities where such access does not unreasonably interfere with VILLAGE operations. The UNION official shall notify the Public Works Director or his designee that he desires access to VILLAGE facilities. The UNION will not abuse this privilege, and shall at all times be conducted in a manner so as not to interfere with normal operations.

Section 19.06. Employee Training Programs. The VILLAGE regularly plans and schedules training programs, and may direct employees to attend and participate in such programs as may be deemed necessary by the VILLAGE in accordance with past practice.

Section 19.07. Secondary Employment. Employees covered by this Agreement may engage in such other forms of employment subject to the following standards:

- 1. Such employment shall not involve any conflict of interest with their primary duties as VILLAGE employees.
- 2. No such secondary employment shall in any way impair the employees' successful performance of their duties including their availability for an equitable share of obligations such as emergency response overtime.
- 3. Written notice of any regularly scheduled secondary employment shall be provided to the Director of Public Works.

Such a request shall be submitted before commencing the secondary employment, and shall describe the nature and amount of work anticipated, and the persons or business (or the types of persons or businesses) for which the work will be performed. In the event that the circumstances substantially change for which permission has been previously granted, the employee shall notify the Director of Public Works to request approval of work under the changed circumstances. Such request for secondary employment shall not be unreasonably denied. In the event the Director of Public Works denies any request to engage in outside employment, he shall prepare and submit a statement to the employee stating his reasons for the denial. Secondary employment shall not be cause for not responding to emergency overtime response requirements.

Section 19.08. Personnel Records. The VILLAGE shall keep a personnel file for each employee.

- A) Upon appropriate written request, an employee, or a UNION representative with written permission of the employee, may inspect the employee's personnel file(s) subject to the following:

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- 1) The personnel file shall be available for inspection during regular business hours of the VILLAGE.
 - 2) Copies of materials in an employee's personnel file shall be provided to the employee upon request. If such materials are to be used in conjunction with the processing of a grievance filed by the employee, the employee may designate another party to inspect said file. The employee shall bear the cost of duplication in accordance with the Annual Fee Ordinance.
 - 3) Pre-employment information, e.g., reference checks and responses, or information provided to the VILLAGE with the specific request that it remain confidential, shall not be subject to inspection or copying.
- B) An employee may file a written rejoinder and have it placed in his personnel file.
- C) Notice will be given to an employee on or before the day a disciplinary report, letter, reprimand or other documentation is mailed to an external third party. This requirement will be waived if:
- 1) The disclosure is ordered in a legal action;
 - 2) Information is requested by an agency to substantiate an employee's claim or complaint;
 - 3) The employee waives this right in writing.
- D) All disciplinary records and actions shall be removed from the employee's file if it has not occurred again within three (3) years of date of issue.

Section 19.09. Substance Abuse. The parties recognize that the VILLAGE, its employees, and the public generally have a right to expect its employees to be free from the effects of alcohol and illegal drugs. The VILLAGE'S Alcohol/Drug Abuse Policy is attached hereto as Exhibit D and made a part hereof.

Section 19.10. Physicals. The VILLAGE agrees to continue its current practice on job-related physicals.

**ARTICLE XX
SUBCONTRACTING**

Section 20.01. Subcontracting. It is the general policy for the VILLAGE to maintain and continue to utilize bargaining unit employees to perform work they are qualified to perform. However, the VILLAGE further maintains the right to contract out any work it deems appropriate.

Except where an emergency situation exists, when the VILLAGE determines to subcontract bargaining unit work it shall first provide the UNION an opportunity to meet and discuss the economic impact of such contemplated action on the bargaining unit prior to its actual implementation.

In the event the VILLAGE subcontracting causes bargaining unit employees to be laid off, the VILLAGE will use all reasonable efforts to re-employ such laid off employees in other available bargaining unit positions provided such employees are qualified to perform the work of the position. Such laid off employees shall have the provisions of Article 6.06 "Breaks in Seniority" expanded to twenty-four (24) months.

ARTICLE XXI
NO BARGAINING DURING TERM

Section 21.01. Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term except as specifically stated below. 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 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 and this Agreement concludes collective bargaining between the parties for its term.

ARTICLE XXII
SAVINGS CLAUSE

Section 22.01. If, by reason of any action by the appropriate legislative or judicial authority, any provision of this Agreement becomes, or is declared to be unlawful or unenforceable, the other provisions shall remain in full force and effect for the term hereof and the subject matter of such unlawful or unenforceable provision shall be open to negotiation upon thirty (30) days written notice by either party.

**ARTICLE XXIII
TERM OF AGREEMENT**

Section 23.01. This Agreement shall be effective as of the 1st day of May 2006 and shall remain in full force and effect until the 30th 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 not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

VILLAGE OF NORTHBROOK

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

*International Union of Operating Engineers, Local 150, Public Employees Division
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**EXHIBIT A
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF NORTHBROOK
AND LOCAL 150**

PUBLIC WORKS DAILY WORK SCHEDULES

	No. of Months	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Maintenance Workers and Mechanics	12	7:30 AM 3:30 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	
Maintenance Workers	12	8:30 AM 4:30 PM	8:30 AM 4:30 PM	8:30 AM 4:30 PM	8:30 AM 4:30 PM	8:30 AM 4:30 PM	
Maintenance Workers	12	5:00 AM 1:00 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	7:30 AM 3:30 PM	
Maintenance Workers	8	5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM		
Water Plant Maintenance Workers	12	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	
*Leaf Pickup Program First Shift	2	5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM		
*Leaf Pickup Program Second Shift	2			5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM	5:30 AM 3:30 PM

Temporary schedule during the leaf fall season. This generally occurs during October and November.

WATER PLANT OPERATORS (4 week rotating schedule*)

	No. of Months	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 st Shift	12	11:00 PM 7:00 AM	11:00 PM 7:00 AM	11:00 PM 7:00 AM	11:00 PM 7:00 AM		11:00 PM 7:00 AM
2 nd Shift	12	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM		
				3:00 PM	3:00 PM	3:00 PM	3:00 PM

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3 rd Shift	12			11:00 PM	11:00 PM	11:00 PM	11:00 PM
4 th Shift	12	3:00 PM 11:00 PM	3:00 PM 11:00 PM			11:00 PM 7:00 AM	11:00 PM 7:00 AM
5 th Shift	12	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	7:00 AM 3:00 PM	

* The 2nd shift is a maintenance shift that does not currently rotate.

**EXHIBIT B
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF NORTHBROOK
AND LOCAL 150
PROGRESSION SCHEDULE OF MONTHLY SALARIES**

EFFECTIVE MAY 1, 2006

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,347.97	\$40,175.66	\$2,861.18	\$34,334.12
1	4 MOS	\$3,618.08	\$43,416.94	\$3,347.97	\$40,175.66
2	12 MOS	\$3,890.04	\$46,680.45	\$3,618.08	\$43,416.94
3	20 MOS	\$4,165.65	\$49,987.80	\$3,890.04	\$46,680.45
4	28 MOS	\$4,433.96	\$53,207.47	\$4,165.65	\$49,987.80
5	36 MOS	\$4,700.38	\$56,404.61	\$4,433.96	\$53,207.47
6	42 MOS	\$5,007.25	\$60,087.00	\$4,700.38	\$56,404.61

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2007

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,473.52	\$41,682.24	\$2,968.47	\$35,621.65
1	4 MOS	\$3,753.76	\$45,045.08	\$3,473.52	\$41,682.24
2	12 MOS	\$4,035.91	\$48,430.97	\$3,753.76	\$45,045.08
3	20 MOS	\$4,321.86	\$51,862.34	\$4,035.91	\$48,430.97
4	28 MOS	\$4,600.23	\$55,202.75	\$4,321.86	\$51,862.34
5	36 MOS	\$4,876.65	\$58,519.79	\$4,600.23	\$55,202.75
6	42 MOS	\$5,195.02	\$62,340.26	\$4,876.65	\$58,519.79

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2008

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,603.78	\$43,245.33	\$3,079.79	\$36,957.46
1	4 MOS	\$3,894.52	\$46,734.27	\$3,603.78	\$43,245.33
2	12 MOS	\$4,187.26	\$50,247.13	\$3,894.52	\$46,734.27
3	20 MOS	\$4,483.93	\$53,807.18	\$4,187.26	\$50,247.13
4	28 MOS	\$4,772.74	\$57,272.85	\$4,483.93	\$53,807.18
5	36 MOS	\$5,059.52	\$60,714.28	\$4,772.74	\$57,272.85
6	42 MOS	\$5,389.84	\$64,678.02	\$5,059.52	\$60,714.28

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2009

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,729.91	\$44,758.91	\$3,187.58	\$38,250.97
1	4 MOS	\$4,030.83	\$48,369.97	\$3,729.91	\$44,758.91
2	12 MOS	\$4,333.81	\$52,005.78	\$4,030.83	\$48,369.97
3	20 MOS	\$4,640.87	\$55,690.43	\$4,333.81	\$52,005.78
4	28 MOS	\$4,939.78	\$59,277.40	\$4,640.87	\$55,690.43
5	36 MOS	\$5,236.61	\$62,839.28	\$4,939.78	\$59,277.40
6	42 MOS	\$5,578.48	\$66,941.75	\$5,236.61	\$62,839.28

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE NOVEMBER 1, 2009

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,748.56	\$44,982.71	\$3,203.52	\$38,442.22
1	4 MOS	\$4,050.98	\$48,611.82	\$3,748.56	\$44,982.71
2	12 MOS	\$4,355.48	\$52,265.81	\$4,050.98	\$48,611.82
3	20 MOS	\$4,664.07	\$55,968.88	\$4,355.48	\$52,265.81
4	28 MOS	\$4,964.48	\$59,573.79	\$4,664.07	\$55,968.88
5	36 MOS	\$5,262.79	\$63,153.47	\$4,964.48	\$59,573.79
6	42 MOS	\$5,606.37	\$67,276.46	\$5,262.79	\$63,153.47

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2010

MAINTENANCE WORKERS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,889.13	\$46,669.56	\$3,323.65	\$39,883.81
1	4 MOS	\$4,202.90	\$50,434.76	\$3,889.13	\$46,669.56
2	12 MOS	\$4,518.81	\$54,225.78	\$4,202.90	\$50,434.76
3	20 MOS	\$4,838.98	\$58,067.71	\$4,518.81	\$54,225.78
4	28 MOS	\$5,150.65	\$61,807.80	\$4,838.98	\$58,067.71
5	36 MOS	\$5,460.14	\$65,521.73	\$5,150.65	\$61,807.80
6	42 MOS	\$5,816.61	\$69,799.33	\$5,460.14	\$65,521.73

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PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2006

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,668.17	\$44,018.05	\$3,100.34	\$37,204.06
1	4 MOS	\$3,959.60	\$47,515.17	\$3,668.17	\$44,018.05
2	12 MOS	\$4,253.06	\$51,036.70	\$3,959.60	\$47,515.17
3	20 MOS	\$4,548.24	\$54,578.87	\$4,253.06	\$51,036.70
4	28 MOS	\$4,867.55	\$58,410.61	\$4,548.24	\$54,578.87
5	36 MOS	\$5,173.84	\$62,086.10	\$4,867.55	\$58,410.61
6	42 MOS	\$5,485.41	\$65,824.96	\$5,173.84	\$62,086.10

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2007

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,847.15	\$46,165.80	\$3,251.61	\$39,019.34
1	4 MOS	\$4,152.80	\$49,833.55	\$3,847.15	\$46,165.80
2	12 MOS	\$4,460.58	\$53,526.91	\$4,152.80	\$49,833.55
3	20 MOS	\$4,770.16	\$57,241.91	\$4,460.58	\$53,526.91
4	28 MOS	\$5,105.05	\$61,260.61	\$4,770.16	\$57,241.91
5	36 MOS	\$5,426.29	\$65,115.44	\$5,105.05	\$61,260.61
6	42 MOS	\$5,753.06	\$69,036.73	\$5,426.29	\$65,115.44

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2008

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$4,032.84	\$48,394.10	\$3,408.56	\$40,902.69
1	4 MOS	\$4,353.24	\$52,238.88	\$4,032.84	\$48,394.10
2	12 MOS	\$4,675.88	\$56,110.50	\$4,353.24	\$52,238.88
3	20 MOS	\$5,000.40	\$60,004.82	\$4,675.88	\$56,110.50
4	28 MOS	\$5,351.46	\$64,217.48	\$5,000.40	\$60,004.82
5	36 MOS	\$5,688.20	\$68,258.38	\$5,351.46	\$64,217.48
6	42 MOS	\$6,030.74	\$72,368.93	\$5,688.20	\$68,258.38

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2009

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$4,173.99	\$50,087.89	\$3,527.86	\$42,334.29
1	4 MOS	\$4,505.60	\$54,067.24	\$4,173.99	\$50,087.89
2	12 MOS	\$4,839.53	\$58,074.37	\$4,505.60	\$54,067.24
3	20 MOS	\$5,175.42	\$62,104.98	\$4,839.53	\$58,074.37
4	28 MOS	\$5,538.76	\$66,465.10	\$5,175.42	\$62,104.98
5	36 MOS	\$5,887.29	\$70,647.42	\$5,538.76	\$66,465.10
6	42 MOS	\$6,241.82	\$74,901.85	\$5,887.29	\$70,647.42

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE NOVEMBER 1, 2009

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$4,194.86	\$50,338.33	\$3,545.50	\$42,545.96
1	4 MOS	\$4,528.13	\$54,337.58	\$4,194.86	\$50,338.33
2	12 MOS	\$4,863.73	\$58,364.74	\$4,528.13	\$54,337.58
3	20 MOS	\$5,201.29	\$62,415.51	\$4,863.73	\$58,364.74
4	28 MOS	\$5,566.45	\$66,797.42	\$5,201.29	\$62,415.51
5	36 MOS	\$5,916.72	\$71,000.66	\$5,566.45	\$66,797.42
6	42 MOS	\$6,273.03	\$75,276.36	\$5,916.72	\$71,000.66

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2010

MECHANICS

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$4,352.17	\$52,226.02	\$3,678.45	\$44,141.43
1	4 MOS	\$4,697.94	\$56,375.23	\$4,352.17	\$52,226.02
2	12 MOS	\$5,046.12	\$60,553.42	\$4,697.94	\$56,375.23
3	20 MOS	\$5,396.34	\$64,756.09	\$5,046.12	\$60,553.42
4	28 MOS	\$5,775.19	\$69,302.32	\$5,396.34	\$64,756.09
5	36 MOS	\$6,138.60	\$73,663.18	\$5,775.19	\$69,302.32
6	42 MOS	\$6,508.27	\$78,099.22	\$6,138.60	\$73,663.18

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2006

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,248.01	\$26,976.16	\$2,130.40	\$25,564.83
1	4 MOS	\$2,433.13	\$29,197.62	\$2,248.01	\$26,976.16
2	12 MOS	\$2,614.88	\$31,378.61	\$2,433.13	\$29,197.62
3	20 MOS	\$2,800.02	\$33,600.18	\$2,614.88	\$31,378.61
4	28 MOS	\$2,981.76	\$35,781.18	\$2,800.02	\$33,600.18
5	36 MOS	\$3,160.05	\$37,920.58	\$2,981.76	\$35,781.18
6	42 MOS	\$3,365.42	\$40,385.06	\$3,160.05	\$37,920.58

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2007

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,332.31	\$27,987.77	\$2,210.29	\$26,523.51
1	4 MOS	\$2,524.38	\$30,292.53	\$2,332.31	\$27,987.77
2	12 MOS	\$2,712.94	\$32,555.30	\$2,524.38	\$30,292.53
3	20 MOS	\$2,905.02	\$34,860.19	\$2,712.94	\$32,555.30
4	28 MOS	\$3,093.58	\$37,122.97	\$2,905.02	\$34,860.19
5	36 MOS	\$3,278.55	\$39,342.61	\$0.00	\$37,122.97
6	42 MOS	\$3,491.63	\$41,899.50	\$3,278.55	\$39,342.61

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2008

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,419.78	\$29,037.31	\$2,293.18	\$27,518.14
1	4 MOS	\$2,619.04	\$31,428.50	\$2,419.78	\$29,037.31
2	12 MOS	\$2,814.68	\$33,776.13	\$2,619.04	\$31,428.50
3	20 MOS	\$3,013.95	\$36,167.45	\$2,814.68	\$33,776.13
4	28 MOS	\$3,209.59	\$38,515.08	\$3,013.95	\$36,167.45
5	36 MOS	\$3,401.50	\$40,817.95	\$3,209.59	\$38,515.08
6	42 MOS	\$3,622.56	\$43,470.73	\$3,401.50	\$40,817.95

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2009

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,504.47	\$30,053.62	\$2,373.44	\$28,481.28
1	4 MOS	\$2,710.71	\$32,528.49	\$2,504.47	\$30,053.62
2	12 MOS	\$2,913.19	\$34,958.29	\$2,710.71	\$32,528.49
3	20 MOS	\$3,119.44	\$37,433.31	\$2,913.19	\$34,958.29
4	28 MOS	\$3,321.93	\$39,863.11	\$3,119.44	\$37,433.31
5	36 MOS	\$3,520.55	\$42,246.58	\$3,321.93	\$39,863.11
6	42 MOS	\$3,749.35	\$44,992.21	\$3,520.55	\$42,246.58

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE NOVEMBER 1, 2009

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,516.99	\$30,203.88	\$2,385.31	\$28,623.68
1	4 MOS	\$2,724.26	\$32,691.14	\$2,516.99	\$30,203.88
2	12 MOS	\$2,927.76	\$35,133.08	\$2,724.26	\$32,691.14
3	20 MOS	\$3,135.04	\$37,620.48	\$2,927.76	\$35,133.08
4	28 MOS	\$3,338.54	\$40,062.42	\$3,135.04	\$37,620.48
5	36 MOS	\$3,538.15	\$42,457.81	\$3,338.54	\$40,062.42
6	42 MOS	\$3,768.10	\$45,217.17	\$3,538.15	\$42,457.81

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2010

AUTOMOTIVE SERVICER

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$2,611.38	\$31,336.53	\$2,474.76	\$29,697.07
1	4 MOS	\$2,826.42	\$33,917.05	\$2,611.38	\$31,336.53
2	12 MOS	\$3,037.55	\$36,450.57	\$2,826.42	\$33,917.05
3	20 MOS	\$3,252.60	\$39,031.24	\$3,037.55	\$36,450.57
4	28 MOS	\$3,463.73	\$41,564.77	\$3,252.60	\$39,031.24
5	36 MOS	\$3,670.83	\$44,049.98	\$3,463.73	\$41,564.77
6	42 MOS	\$3,909.40	\$46,912.81	\$3,670.83	\$44,049.98

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2006

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,363.62	\$40,363.48	\$2,849.33	\$34,191.90
1	4 MOS	\$3,656.51	\$43,878.11	\$3,363.62	\$40,363.48
2	12 MOS	\$3,947.44	\$47,369.23	\$3,656.51	\$43,878.11
3	20 MOS	\$4,232.72	\$50,792.65	\$3,947.44	\$47,369.23
4	28 MOS	\$4,540.08	\$54,481.02	\$4,232.72	\$50,792.65
5	36 MOS	\$4,867.68	\$58,412.15	\$4,540.08	\$54,481.02
6	42 MOS	\$5,187.76	\$62,253.17	\$4,867.68	\$58,412.15

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2007

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,501.29	\$42,015.43	\$2,965.94	\$35,591.27
1	4 MOS	\$3,806.16	\$45,673.91	\$3,501.29	\$42,015.43
2	12 MOS	\$4,108.99	\$49,307.90	\$3,806.16	\$45,673.91
3	20 MOS	\$4,405.95	\$52,871.43	\$4,108.99	\$49,307.90
4	28 MOS	\$4,725.90	\$56,710.75	\$4,405.95	\$52,871.43
5	36 MOS	\$5,066.90	\$60,802.78	\$4,725.90	\$56,710.75
6	42 MOS	\$5,400.08	\$64,801.00	\$5,066.90	\$60,802.78

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2008

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,644.11	\$43,729.32	\$3,086.93	\$37,043.11
1	4 MOS	\$3,961.42	\$47,537.04	\$3,644.11	\$43,729.32
2	12 MOS	\$4,276.61	\$51,319.27	\$3,961.42	\$47,537.04
3	20 MOS	\$4,585.68	\$55,028.17	\$4,276.61	\$51,319.27
4	28 MOS	\$4,918.67	\$59,024.10	\$4,585.68	\$55,028.17
5	36 MOS	\$5,273.59	\$63,283.05	\$4,918.67	\$59,024.10
6	42 MOS	\$5,620.36	\$67,444.37	\$5,273.59	\$63,283.05

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2009

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,771.65	\$45,259.85	\$3,194.97	\$38,339.62
1	4 MOS	\$4,100.07	\$49,200.84	\$3,771.65	\$45,259.85
2	12 MOS	\$4,426.29	\$53,115.44	\$4,100.07	\$49,200.84
3	20 MOS	\$4,746.18	\$56,954.15	\$4,426.29	\$53,115.44
4	28 MOS	\$5,090.83	\$61,089.94	\$4,746.18	\$56,954.15
5	36 MOS	\$5,458.16	\$65,497.95	\$5,090.83	\$61,089.94
6	42 MOS	\$5,817.08	\$69,804.92	\$5,458.16	\$65,497.95

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE NOVEMBER 1, 2009

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,790.51	\$45,486.15	\$3,210.94	\$38,531.32
1	4 MOS	\$4,120.57	\$49,446.84	\$3,790.51	\$45,486.15
2	12 MOS	\$4,448.42	\$53,381.02	\$4,120.57	\$49,446.84
3	20 MOS	\$4,769.91	\$57,238.92	\$4,448.42	\$53,381.02
4	28 MOS	\$5,116.28	\$61,395.39	\$4,769.91	\$57,238.92
5	36 MOS	\$5,485.45	\$65,825.44	\$5,116.28	\$61,395.39
6	42 MOS	\$5,846.16	\$70,153.94	\$5,485.45	\$65,825.44

*International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011*

PROGRESSION SCHEDULE OF MONTHLY SALARIES

EFFECTIVE MAY 1, 2010

WATER PLANT OPERATORS AND MAINTENANCE

<u>STEP</u>	<u>MONTHS</u>	<u>Merit Rated A</u>		<u>Merit Rated B</u>	
		<u>MONTHLY</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>
0	Start	\$3,932.66	\$47,191.88	\$3,331.35	\$39,976.24
1	4 MOS	\$4,275.09	\$51,301.10	\$3,932.66	\$47,191.88
2	12 MOS	\$4,615.23	\$55,382.81	\$4,275.09	\$51,301.10
3	20 MOS	\$4,948.78	\$59,385.38	\$4,615.23	\$55,382.81
4	28 MOS	\$5,308.14	\$63,697.72	\$4,948.78	\$59,385.38
5	36 MOS	\$5,691.16	\$68,293.90	\$5,308.14	\$63,697.72
6	42 MOS	\$6,065.39	\$72,784.72	\$5,691.16	\$68,293.90

**International Union of Operating Engineers, Local 150, Public Employees Division
Effective May1, 2006 through April 30, 2011**

EXHIBIT C

IPBC - Village of Northbrook

Benefit Schedule Comparison



Medical Plan

	BlueCross / BlueShield PPO	BlueCross BlueShield Medical HMO
Lifetime Maximum	\$3,500,000	Unlimited
Coinsurance		
Network	90%*	n/a
Non-Network	80%*	n/a
Deductible		
Network	\$200 individual / \$400 family	n/a
Non-Network		n/a
Out-of-Pocket		
Network	\$500 individual / \$1,000 family	n/a
Non-Network	\$1,500 individual / \$3,000 family	n/a
Physician Services		
Office Visit Copay	\$10	\$10
Network	100%	100%
Non-Network	80%*	n/a
Hospital Care		
Network	90% with authorization*	No cost
Non-Network	80% with authorization*	No cost
Hospital Emergency Care		
Network	90%*	100% after \$50 copay (waived if admitted)
Non-Network		100% after \$50 copay (waived if admitted)
Wellcare		
Network	100%*	\$10 copay, then 100%
Non-Network	80*	n/a
Other Covered Services		
Network	80%*	100% after \$10 copay for office visits where applicable
Non-Network		100% after \$10 copay for office visits where applicable
Prescription Drug		
Retail (30-day supply)	100% of eligible charge generic / 80% of eligible charge brand name formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary
Mail Order (90-day supply)	\$0 generic / \$8 brand name formulary	\$5 generic / \$10 brand name formulary / \$25 non-formulary

Precertification is required prior to all elective admissions. Emergency and Obstetric Admission Notification is required within 2 working days of admittance. If a member elects not to precertify, hospital benefits are reduced by 50%.

***Deductible applies.**

Note: The Comparisons are outlines of the benefit schedules. This exhibit in no way replaces the Plan Document of coverage, which outlines all the plan provisions and legally governs the operation of the plan.

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**EXHIBIT D
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF THE NORTHBROOK AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 150**

GENERAL ALCOHOL/DRUG ABUSE POLICY

The Village recognizes every individual's right to privacy and will not unnecessarily infringe on the personal lives of employees. Simultaneously, the Village has an obligation to maintain a workplace free of alcohol and substance use and their effects. The use, sale and unauthorized possession of alcohol or the use, sale or possession of illegal drugs on the job will not be permitted.

1. Employee Assistance Program

The Village has adopted an Employee Assistance Program, as a practical and constructive mechanism for dealing with employees' personal problems which affect the work situation or as an aid to those employees and their immediate family members who voluntarily wish to use the program as a means of resolving personal problems. Such program, among other things, is to assist employees who may suffer from alcoholism or drug dependency and other problems which are in need of treatment.

2. Employee Testing

- a) An employee may be directed to participate in a test to determine the presence of alcohol or controlled substance in the event there are reasonable grounds based upon an observation and/or objective criteria by at least two department supervisors - or by one department supervisor and one other supervisor from another department - that the employee may be unfit for duty as a result of the use of alcohol or a controlled substance.
- b) An order to take a test shall be in writing and accompanied by a copy of this Section. The written order shall state the employee is believed to be under the influence of a controlled substance or alcohol, state the grounds for such belief, specify the date and time and be signed by two department supervisors or by one department supervisor and witnessed by one other supervisor. A "hunch" or other such subjective opinion cannot be considered "reasonable." The Village will not use random testing for those employees not required to have a commercial driver's license (CDL). Reasonable grounds may also arise (but are not limited to) as a result of the following:
 1. Contact from spouse or family members alleging an abuse situation and seeking Village assistance.
 2. Bragging or frequent discussions about drinking or other substance abuse, especially when coupled with other indicators such as sloppy and unprofessional appearance, and unusual irritability.
 3. The aroma (on the breath or person) of alcoholic beverage, marijuana or other controlled substance.

***International Union of Operating Engineers, Local 150, Public Employees Division
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4. Accident frequency where an employee is involved in either a substantial number of small accidents or any accident resulting in property loss in excess of \$1,000 or an injury to the employee or others. Testing shall not be ordered where the supervisor reasonably determines an accident is not the employee's fault or the supervisor determines the event was not related to drug abuse.

5. Uncoordinated physical actions inconsistent with previously observed skill levels. Examples would include unsteady gait, diminished hand/eye coordination, balance problems, inability to articulate verbally, tone and volume of speech, etc.

- c) An employee who is ordered to be tested pursuant to the provisions of Paragraphs 2(a) and 2(b) and who without proper justification refuses such order shall be subject to discipline.

3. Right to Grieve and Representation

An employee may grieve the order to be tested, any discipline invoked for refusal to be tested and or the results of any testing or subsequent employer action relating thereto in the same manner as the employee may grieve or appeal from any other employer action.

It is further provided that an employee ordered to submit to a test shall have the right to consult with a person of their choice before submitting to the test and the right to the presence of that person at the time of and during the test; except, however, if no such person is available within thirty (30) minutes of the order, the employee may select another employee of the same classification in substitution for the requested person and at the point the test shall proceed.

4. Test

- a) Any breath alcohol analysis shall be by means of a state certified breath testing instrument operated by a state certified operator and shall be performed in accordance with standards and procedures as set forth and issued by the State of Illinois Department of Public Health.
- b) Collection of blood urine and specimens and analysis of blood and urine specimens shall be performed in accordance with standards and procedures as set forth and issued by the State of Illinois Department of Public Health. Specimens shall be collected in a manner to preserve the dignity of the individual, the integrity of the sample and the chain of custody. Analysis shall be performed by a laboratory and possessing a valid permit issued by the Department of Public Health for that purpose. Certified methods of analysis shall be used.

Regardless of the test selected, any positive result shall be verified by means of gas chromatography/mass spectrophotometry (gc/ms).

Whenever a specimen is taken, a second specimen shall be retained at the testing laboratory for possible confirmatory testing at a laboratory of the employee's choice and at the employee's expense if it is deemed necessary by the employee. The untested specimen shall be retained for six (6) months when a positive test result is found. If the employee who tests positive does not exercise the right to have the untested specimen re-analyzed during this six (6) month period, it will be assumed that the employee does not wish to exercise such right and the untested sample will be disposed of.

All test results shall be recorded in writing along with such other information as is required to

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assure the tests were properly conducted (including but not limited to hard copy of test results).

Because drugs taken for therapeutic reasons may interfere with a test, before any test the employee shall be given the opportunity to list any prescription drugs taken in the last two weeks and the prescribing doctor.

No test performed without adherence to this Paragraph 4 shall be considered valid.

5. Negative Test Result

If the test results are negative, the employee shall be compensated for all time directly attributable to the order to take the test or directly attributable to the testing, including compensation at the appropriate overtime rate for all time in excess of the employee's work schedule.

6. Positive Test Result

If the test results establish the positive presence of alcohol or any controlled substance, the employee shall not be compensated for any time directly attributable to the order to take the test or directly attributable to the testing and shall not be compensated for the remainder of the shift following the incident giving rise to the test.

7. Referral and Participation of Employee in E.A.P.

- a) In the event of a positive test result, the employer shall refer the employee to the Employee Assistance Program for evaluation and therapeutic referral. During the period the employee is under the supervision of a SAP, such employee's pay shall be reclassified to the "B" scale. In case the employee refuses such referral, or upon referral refuses to participate in recommended therapy, discipline may be imposed.
- b) No discipline (other than loss of pay detailed in paragraph (6) above) will be imposed as long as the referred employee is evaluated, continues to pursue any recommended therapy, and no other further incidents occur.
 - 1) If a subsequent incident occurs while the employee is participating in a recommended program of therapy, progressive discipline may be applied as appropriate to the circumstances.
 - 2) If a subsequent incident occurs and the employee is not cooperating in the recommended therapy, the employee may be subject to immediate discharge.
- c) An incident (including but not limited to any accusation, order to be tested, negative or positive test result, E.A.P. referral, discipline, etc.) recorded in an employee's personnel file shall be expunged within three years after such incident if no further incident occurs within such period.
- d) Referred employees shall have the right to evaluation and/or a program of therapy by an agency not connected with the Village, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and is approved by the Village. Such approval shall not be unreasonably withheld.

It should also be understood that without any referral an employee may voluntarily

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participate in the Village's Employee Assistance Program or in a program of an outside agency.

- e) Participants in the Village's E.A.P. or in a program of an outside agency with personnel trained in the handling and treatment of drug and alcohol abuse shall have the costs of such program paid by the Village to the extent such costs are covered by the Village's health and welfare program.

8. Prescription Medication

Employees undergoing prescribed medical treatment involving a controlled substance or any medicine the employee knows may impair his or her job performance should report this fact to their supervisor. While the Village will not discipline employees for taking legally prescribed and appropriate medications, it is important for the Village to know that such treatment is occurring. A decision from a safety standpoint will be made to determine if the employee's job assignment is affected. The employee's job or benefit programs will not be jeopardized.

9. Possession of Alcohol or Controlled Substances

Except for officially sanctioned social functions at which legal alcoholic beverages may be consumed, employees found in possession of open alcohol or any illegal controlled substance on any Village premise will be subject to discipline and, if appropriate, prosecution.

**EXHIBIT E
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF NORTHBROOK AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

MANDATORY CDL DRIVER ALCOHOL AND DRUG TESTING POLICY

The Village of Northbrook complies with the Omnibus Transportation Employee Testing Act of 1991 and the Final Regulations published February 15, 1994. This Policy supplements Exhibits D to the Collective Bargaining Agreement between the Village of Northbrook and Local 150 of the International Union of Operating Engineers, but employees must also comply with that Agreement and Exhibit D.

This Policy defines prohibited drug and alcohol related conduct for any Village employee who performs a safety sensitive function and who is required to possess a commercial drivers license (CDL) (herein referred to as "employee" or "employees") and circumstances and procedures whereby an employee shall be tested for drugs and/or alcohol. It further identifies the consequences of a positive drug or alcohol test and the consequences of other prohibited drug or alcohol related conduct.

I. PROHIBITIONS

A. Prohibited Alcohol Related Conduct

Employees shall not operate Village motor vehicles or perform any safety sensitive function if they have engaged in any of the alcohol related conduct listed below:

1. Using alcohol (including medications which contain alcohol) on the job.
2. Possessing alcohol (including medications which contain alcohol) on the job.
3. Having a prohibited breath alcohol concentration.
4. Using alcohol (including medications which contain alcohol) within four hours before going on duty.
5. Using alcohol (including medications which contain alcohol) within eight hours following an accident requiring a breath test, or until tested, whichever comes first.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug Related Conduct

Employees shall not operate Village motor vehicles or perform any safety sensitive function if they have engaged in any of the drug related conduct listed below:

1. Using any form of prohibited drug whether on or off duty.
2. Reporting for duty or remaining on duty while impaired from any prohibited drug or prescribed medication.

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3. Selling, buying, soliciting to buy or sell, transporting, or possessing a prohibited drug while on Village time or property.
4. Reporting for duty or remaining on duty when impaired from a legally prescribed medication.
 - a) Any employee who takes prescribed medication must inquire of his/her physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
 - b) If the therapeutic drug use may affect the employee's ability to operate a commercial motor vehicle, the employee must notify his/her supervisor of such therapeutic drug use, including the type of drug and prescribed period of use.
 - c) If the therapeutic drug use may affect the employee's ability to operate a commercial vehicle, the employee shall be removed from a safety sensitive function.
5. Refusing to submit to a required drug test.

II. TYPES OF TESTING

The Federal Highway Administration (FHWA) rules require employees to submit to and successfully pass alcohol testing and/or drug testing under six different employment situations.

A. Transfer into Position Requiring CDL

Current employees who are to be assigned for the first time to perform a safety sensitive function that requires possession of a CDL are required to submit to drug testing and pass such testing before being so assigned to a safety sensitive function.

B. Post Accident Testing

Employees must be tested for drugs and alcohol as soon as practicable following an accident involving a Village motor vehicle when there is a fatality (even if the employee is not cited with a moving violation), or when the employee receives a citation under state or local law for a moving traffic violation related to the accident.

1. **Alcohol Test.** An alcohol test should be administered within two hours following the accident. If such test is not administered within two hours following the accident, the Village must prepare and maintain a record stating the reasons the test was not so administered. If the test has not taken place within eight hours following the accident, there shall be no further attempts to administer the test and the Village must further document why the test was not administered.
2. **Drug Test.** A drug test should be administered as soon as possible but not longer than thirty-two hours following the accident. If the post-accident drug test is not administered within thirty-two hours, the Village shall not conduct the test and shall prepare and maintain a record on file stating the reasons the test was not so administered.

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3. An employee who is subject to post-accident testing must remain available for testing or the Village may consider the employee to have refused to submit to testing. An employee subject to post-accident testing must refrain from consuming alcohol for eight hours following the accident or until he or she submits to an alcohol test, whichever comes first.

C. Random Testing

1. Employees are subject to unannounced random alcohol testing when performing safety sensitive functions and to unannounced random drug testing at any time during the course of their employment. The Village will not require employees to come in for a call-out assignment for the sole purpose of random testing. Under the random testing process, each employee will have an equal chance of being selected each and every time a selection is conducted. Random selection of employees for testing may be conducted by an outside consortium which would pool employees from participating villages and randomly select employees from this entire pool. If used, the consortium would then notify a Village contact person of the names of employees to be tested. The Village contact person would be responsible for notifying the employees.
2. Employees who are notified of their selection for random testing must proceed directly to the test site.
3. The minimum annual percentage rate of Village employees who will be randomly tested each year for drugs and alcohol shall be determined by the FHWA Administrator as published in the Federal Register. The minimum annual percentage rate determines the number of tests conducted, not the number of employees tested. If a consortium is used, the percentage rate applies to the entire consortium. The Village shall provide prompt written notice to the Union regarding any changes to the minimum annual percentage rate.
4. Should disputes arise regarding the random selection process, the Assistant Village Manager, Human Resources Manager or other person responsible for administering the drug and alcohol policy for the Village, shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

D. Reasonable Suspicion Test

An employee will be required to submit to an alcohol test and/or drug test when a supervisor, who has been trained as required by the Act, has a reasonable suspicion that the employee is impaired from alcohol and/or a drug, or is under the influence of alcohol and/or a drug, or is using alcohol and/or a drug in violation of this Policy. Reasonable suspicion shall be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

1. Reasonable suspicion must be personally observed and documented by at least one Village supervisor who has received training covering the physical, behavioral, speech and performance indicators of probable drug or alcohol use. A second trained supervisor who is reasonably available must confirm the reasonable suspicion determination. Supervisors shall use the form entitled "Order to Submit to Drug or Alcohol Testing" to order an employee to be tested for drugs or alcohol and to document the basis or bases for the reasonable suspicion to test. Employees ordered to take a drug or alcohol test for reasonable suspicion shall be driven to the testing

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facility by a supervisor.

2. Employees requested to undergo an alcohol test should be administered such test within two hours of the observation leading to the reasonable suspicion. If tested after two hours the Village must document the reasons for the delay in testing. If the test is positive, the employee shall be either driven home or back to the work place where the employee may contact another person to take the employee home.
3. Employees tested for reasonable suspicion shall not be eligible to return to work until a negative test result is determined. Employees testing positive shall not be compensated for the time directly attributable to the request to take the test or directly attributable to the testing and shall not be compensated for the remainder of the shift following the incident giving rise to the test nor for any shift missed between the time of the test and the time the Village is notified of the positive test result. Employees testing negative shall be compensated for the time directly attributable to the test and for any shift missed awaiting the negative result.

E. Return to Work Testing

Any employee returning to work after engaging in conduct in violation of this Policy must undergo a return to work test. The results of any such drug and/or alcohol testing must be negative or the employee will not be allowed to return to work.

F. Follow-Up Testing

Employees who are allowed to return to work at some point after a positive alcohol or drug test shall be subject to unannounced follow-up alcohol and/or drug testing in addition to being subject to random testing.

1. The number and frequency of follow-up tests shall be as directed by the substance abuse professional (SAP) and shall consist of at least six tests in the first 12 months following the employee's return to work.
2. The Village may direct an employee to undergo return to work and follow-up testing for both alcohol and drugs if the SAP determines that return to work and follow-up testing for both alcohol and drugs is necessary for that particular employee.
3. Follow-up testing shall not exceed 60 months from the date of the employee's return to work.

III. TESTING PROCEDURES

A. Alcohol Testing

Alcohol testing will be conducted in accordance with FHWA rules. These rules require that the alcohol test used be a breath test except where a medical condition prevents an employee from providing the required amount of breath. The breath test shall be done on an evidential breath testing (EBT) device approved by the National Highway Traffic Safety Administration (NHTSA).

1. A screening test is conducted first. Any result less than 0.02 breath alcohol concentration is considered a negative test. If the breath alcohol concentration is 0.02 or greater, a

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second confirmation test must be performed not less than 15 minutes or more than 20 minutes after the screening test. The confirmation test result will determine the outcome of the alcohol test.

2. If an employee is unable to provide an adequate amount of breath, or the employee alleges an inability to provide an adequate amount of breath, he or she shall, after a second attempt, be immediately referred for medical evaluation by a Village selected physician. The medical evaluation will be to determine whether a condition exists which prohibits the employee from providing the adequate amount of breath. If the employee's inability to complete the test is verified, it will not be recorded as a refusal to test. If a medical condition is not verified, it will be reported as a refusal to test.

B. Drug Testing

The FHWA rules for drugs require testing for marijuana, cocaine, opiates, amphetamines, and phencyclidine. Urine collection for the purpose of drug testing and analysis shall be performed in accordance with the standards and procedures issued by the Department of Health and Human Services (DHHS) certified laboratory.

1. The required testing is a two-stage process. First a screening test is conducted with an Enzyme Multiple Immunoassay Test (EMIT). If there is a positive result on the screening test for one or more of the above enumerated drugs, a confirmation test will be conducted for each identified drug. The confirmation consists of a gas chromatography/mass spectrometry (GC/MS) analysis.
2. All urine samples shall be split samples so that, if the result of the primary testing is positive, the employee may request, within 72 hours of being notified of the positive test result, that the medical review officer (MRO) have the split sample tested by a different DHHS certified laboratory. If the result of the test of the split sample fails to confirm the presence of the drug found in the primary sample, the MRO shall report the test as negative.
3. When informing an employee of a positive test result, the MRO must inform the employee that he or she has a 72 hour period to request that the split sample be tested. If the employee has not contacted the MRO within the 72 hour period after having been informed of the positive test result, the employee may nonetheless present to the MRO information documenting that a serious illness, injury, inability to contact the MRO, or other unavoidable circumstances prevented the employee from so contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within the 72 hour period, the MRO shall direct that the analysis of the specimen be performed.
4. If the employee during the specimen collection fails to produce the required volume of urine, the employee will be instructed to drink up to 24 ounces of fluids and, after waiting for up to two hours, to again attempt to provide the required specimen. If the employee is still unable to produce the required specimen, he or she shall be immediately referred for a medical evaluation to develop information to verify a medical condition which prohibits the employee from producing the required specimen. If the employee's inability to provide the specimen is verified, it will not be recorded as a refusal to test. If a medical condition restricting the employee from providing the required specimen is not verified, it will constitute a refusal to test.

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5. All drug test results are reviewed and interpreted by the MRO before they are reported to the Village. If the laboratory reports a positive result to the MRO, the MRO shall contact the employee (in person or by telephone) and conduct an interview to determine if there is an alternative medical explanation for the drug or drugs found in the employee's urine specimen. If the MRO confirms that there is alternative medical explanation for the positive test result, the drug test result shall be reported as negative.

6. If, after making all reasonable efforts, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official who shall direct the employee to contact the MRO as soon as possible. The MRO will confirm a test result with the Village without consulting with the employee if the employee declines the interview with the MRO or if the designated employer representative documents a contact with the employee instructing the employee to contact the MRO and more than five days have passed without the employee contacting the MRO.

IV. CONSEQUENCES FOR AN EMPLOYEE WITH A POSITIVE CONFIRMED TEST RESULT

A. Confirmed Breath Alcohol Result Test Between 0.02 and 0.04

An employee with a confirmed breath alcohol concentration between 0.02 and 0.04 shall be removed from any safety sensitive function until his or her next regular scheduled shift or for 24 hours, whichever is longer.

B. Confirmed Breath Alcohol Test Result of 0.04 or More or a Confirmed Positive Urine Drug Test

An employee with a confirmed breath alcohol concentration of 0.04 or more, or an employee who has a confirmed positive result on a drug test, shall be immediately removed without pay from any safety sensitive function until he or she is evaluated by a substance abuse professional (SAP) and complies with and completes any rehabilitation recommended by the (SAP) and has a negative result on a return to work test. During the period the employee is under the supervision of a SAP, such employee's pay shall be reclassified to the "B" scale.

C. Disciplinary Action

1. Confirmed positive drug and/or alcohol test.

- a. In the event of a confirmed alcohol test result of 0.04 or more, or in the event of a confirmed positive drug test, the Village shall refer the employee to the Employee Assistance Program for evaluation and therapeutic referral.
- b. If a subsequent violation of this Policy occurs, the employee shall be subject to progressive disciplinary action.
- c. An employee who refuses EAP referral or who, upon referral, refuses to participate in recommended therapy shall be subject to discipline.
- d. If an employee is deemed to have refused to take a required drug or alcohol test the employee shall be subject to disciplinary action.

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2. Inability to respond to respond to call-in due to consumption of alcohol.
 - a. CDL employees are responsible for monitoring weather conditions that might likely result in call-in. Employees should refrain from consuming alcohol when conditions are forecasted or apparent that could reasonably result in call-in.
 - b. Employees who are contacted for call-in who have consumed alcohol within four hours of such contact shall inform the caller that they are unable to respond due to alcohol consumption. Employees shall provide the caller a time at which they will be available to respond (four hours after alcohol consumption unless such employee has consumed an excessive amount of alcohol and a four hour period would result in breath alcohol concentration above 0.02).
 - 1) Employees who are unable to respond to a call-in due to alcohol consumption when inclement weather is forecasted shall be subject to progressive disciplinary action.
 - 2) Employees who are unable to respond to a call-in due to alcohol consumption when such call-in is not based upon forecasted inclement weather shall be warned upon the first such missed call-in that subsequent inability to respond for call-in due to alcohol consumption within a one year period shall result in progressive disciplinary action.

The one year period shall begin when call-in is missed and shall roll forward.

Subsequent inability to respond for call-in due to alcohol consumption within a one year period shall result in progressive disciplinary action.

V. CONFIDENTIALITY OF RECORDS

- A.** All alcohol and drug test results and refusal to test records will be maintained under strict confidentiality by the Village, the drug testing laboratory, the medical review officer, and the substance abuse professional. An employee is entitled, upon written request, to obtain copies of any records pertaining to his or her compliance or non-compliance with this Policy, including any records pertaining to conducted tests.
- B.** The Village is obligated to disclose information to the following:
 1. The employee upon written request;
 2. Any federal regulatory authority upon request;
 3. The National Transportation Safety Board as part of an accident investigation;
 4. A subsequent employer pursuant to the written consent of a former employee; and,
 5. The decision maker in a law suit, grievance proceeding, or other proceeding initiated by or on the behalf of the employee and arising from the results of an alcohol and/or drug test or from the Village's determination that the employee engaged in conduct prohibited by this Policy.

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DEFINITIONS

For the purpose of this Policy the following definitions shall apply.

1. **Alcohol** - The intoxicating agent in the beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. **Consortium** - An entity including a group or association of employers or contractors that provides alcohol or drug testing and acts on behalf of employers.
3. **Prohibited Drug** - Marijuana, cocaine, opiates, amphetamines, and/or phencyclidine.
4. **Performing a safety sensitive function** - Any period in which an employee is actually performing, ready to perform, or immediately available to perform any safety sensitive function.
5. **Medical Review Officer (MRO)** - A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of drug abuse disorders and who has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
6. **Safety Sensitive Function** - Any of the following activities: (1) driving a commercial motor vehicle, (2) the time spent waiting to be dispatched or assigned, (3) inspecting, servicing or conditioning equipment, (4) being in or on a commercial motor vehicle, (5) loading or unloading, including supervising or assisting loading or unloading, attending a vehicle, giving or receiving receipts for a shipment being loaded or unloaded, (6) securing the vehicle and taking all the precautionary measures required by DOT regulations following an accident, and (7) repairing, obtaining assistance regarding, or attending a disabled vehicle.
7. **Substance Abuse Professional (SAP)** - A licensed physician or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcohol and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.
8. **Progressive Discipline** - As defined in Article 8 of the Collective Bargaining Agreement between the Village of Northbrook and the International Union of Operating Engineers, Local 150, Public Employees Division.

MEMORANDUM OF UNDERSTANDING

I. Article XI. Hours of Work and Overtime

Section 11.14 Summers Hours.

Parties agree to a trial period during the months of May, June, July, August and September of 2007 for maintenance Workers and Mechanics to evaluate the extension of summer hours. One employee shall remain working 8a-4p during said months.

At the end of trial run period, the parties will reconvene to evaluate whether or not to continue said summer hours for the life of the agreement. Nothing in this Memorandum of Understanding shall diminish management's rights to establish hours consistent with Article XI of the CBA.

II. Uniforms

An administrative person in the Public Works Department will administer the issuance of uniforms. Using an allowance, employees shall be permitted to purchase items from an approved list, provided by the Village, twice per year. In addition to the approved list provided by the Village, the Union shall be permitted to identify, subject to Village approval, one clothing, outerwear or foot wear item for annual purchase. Such additional uniform shall occur on an annual basis and shall not be cumulative.

The uniform rental currently in place for mechanics shall remain status quo. Employees outside of fleet maintenance may choose uniform rental once per year. The uniform allowance is calculated as the cost of the uniform service plus the cost of five (5) t-shirts and one (1) sweat shirt. Employee electing uniform services shall have the cost of such service deducted from their allowance prior to the allowance being available for uniform purchase.

III. Water Department Shift Trial

Parties agree to discuss and then implement varying shifts during the course of the next 12 months so long as the shifts remain expenditure neutral to the Village of Northbrook. Within, or no later than, the end of the 12 month period, the parties will reconvene to evaluate whether or not to implement any of the shifts tested for the life of the agreement.

IV. Parties agree to enter into negotiations to incorporate disciplinary standards for preventable accidents into the CBA at the time the Village establishes an Accident Review Process.