

**AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF WESTCHESTER**  
**AND**  
**TEAMSTERS LOCAL UNION 705**  
**Expiring April 30, 2025**

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## PREAMBLE

THIS AGREEMENT made and entered into this 28th day of February 2023, by and between the Village of Westchester, Cook County, State of Illinois, hereafter referred to as the "EMPLOYER" or "VILLAGE," and Teamsters Local Union 705, an affiliate of the International Brotherhood of Teamsters, acting as the sole and exclusive bargaining agent for its members, hereinafter referred to as the "UNION" or "EMPLOYEES." This Agreement shall cover and include all Employees engaged in the duties or functions pertaining to the removing and disposing of rubbish, snow and ice control, street repair, repair of water mains, sewers, catch-basins, repair and installation of fire hydrants and other duties assigned by the Village of Westchester.

## ARTICLE I RECOGNITION

Section 1.1 - Representative Unit. The Employer recognizes the Union as the sole and exclusive representative for all Public Works employees excluding Foreman, Superintendents and the Director of Public Works and all other supervisory, managerial and confidential employees.

Section 1.2 - Dues Checkoff. With respect to any Public Works Employee from whom the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the Union and the Employer, a copy of which is attached hereto as Exhibit "B", the Employer shall deduct from the wages of the employee the dues, initiation fees and assessments required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.3 - Indemnification. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article, including the deductions of fair share fees prior to July 1, 2018. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved Employee.

## ARTICLE II PROBATIONARY EMPLOYEES

Employees hired by the Employer who possess a valid CDL B driver's license shall serve a probationary period of six (6) months. Employees hired by the Employer who do not possess a valid CDL C driver's license shall serve a probationary period of twelve (12) months and must obtain their CDL license in order to satisfactorily complete the probationary period. The Employer agrees to pay for the cost of any class or classes required by the State of Illinois in order to obtain a CDL license but employees will not be paid for time spent completing the required class. The Village will allow employees to take the state-required written and driving tests on work time and employees will be permitted to use an available Village truck for the

required driving test. Probationary employees are covered by the terms of this contract; however, the parties recognize that probationary employees may pursue any remedies which are available to them under the law, except that a probationary employee who is terminated shall not have access to the grievance procedure set forth in Article XIV of this Agreement, regarding such probationary employee's termination of employees.

### **ARTICLE III** **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Public Works Department;
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
3. To set standards for the services to be offered to the public;
4. To direct the employees of the Public Works Department, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule employees;
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
7. To establish work schedules and to determine the starting and quitting time and the number of hours worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To add, delete or alter methods of operation, equipment or facilities;
10. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
11. To establish, implement and maintain an effective internal control program;
12. To suspend, demote, discharge or take other disciplinary action against employees for just cause in accordance with Illinois law and this Agreement; and

13. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

**ARTICLE IV**  
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**ARTICLE V**  
**NO STRIKE**

Section 5.1 - No Strike. Neither the Union nor any employees, agents or employees will instigate, promote, sponsor, engage in or condone any strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of employee or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 5.2 - No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 5.3 - Picket Line-Sympathetic Action. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Village's places of business.

Section 5.4 - Struck Goods. It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any Employee refuses to perform any service which the Village undertakes to perform as an ally of an Employer or person whose Employees are on strike, and which service, but for such strikes, would be performed by the Employees of the Employer or person on strike.

Section 5.5 - Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE VI**

### **HOURS OF WORK**

Section 6.1 - Hours of Work. Except as provided elsewhere in this Agreement, an employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include a thirty (30) minute lunch break and two paid fifteen (15) minute breaks, which may be combined by the employee, circumstances permitting. Employees shall be required to account for all time worked through the use of a time clock system as required by the Village.

Section 6.2 - Use of Time Clock. In the event the Employer utilizes a time clock, employees shall be prohibited from punching in more than five (5) minutes prior to their scheduled start time or punching out more than five (5) minutes after their scheduled quitting time.

Section 6.3 - Overtime Compensation. All hours worked before 7:00 AM, after 3:30 PM in excess of eight hours per day or forty (40) hours per week shall be calculated at the rate of one and one-half (1-1/2) the Employee's regular rate of pay for all hours worked. Overtime callouts on Sunday shall be compensated at double the employee's regular rate of pay, except that scheduled water sampling at the Crestwood pumping station occurring on Sundays shall be compensated at one and one-half times the employee's regular rate of pay. Upon mutual agreement of the Employer and Employee, an employee may receive compensatory time in lieu of overtime pay at the rate of one and one-half hours for each hour worked at the overtime rate. Employees may accrue compensatory time not to exceed forty (40) hours, but any unused compensatory time as of April 30 of each year shall be cashed out at the rate of pay in effect on April 30th. Compensatory time shall be used in a minimum of four (4) hours, with the approval of the employee's supervisor.

Section 6.4 - Overtime Assignments. Overtime shall be offered to each employee on a rotating basis with seniority serving as the basis. Once an employee is offered overtime, he/she shall be placed at the bottom of the list. The list shall be in seniority order and the first offer of overtime under this Agreement shall be made to the most senior employee. Calls to such employees will be made in the order as the names on the list. The Public Works Director may call multiple employees, and leave messages for those who do not answer such call. If an employee responds to a message, the employee may be assigned an open overtime slot, if available, in the order that the employees call back. The Employer and employee shall each provide a phone number (the Employer shall provide two numbers) to the other, which is the contact number for the Employer/employee, and shall notify the other if the number changes. In the event that an employee can demonstrate to the satisfaction of the Employer that such employee cannot receive cell phone reception at their home, such employee shall provide a second telephone contact number to the Employer, and for such employee(s), the Employer shall call both telephone numbers. Should the need for overtime not be satisfied by the above procedure, the Village may require Employees to work overtime in seniority order, least senior to most senior, disregarding the above rotating seniority list, until the need for overtime work is satisfied.



Section 6.5 - Call Back.

(a) Employees who are called back for emergencies for hours, which are not immediately contiguous to the normal working schedule, shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

(b) Employees must be reasonably available for call backs. Employees who fail to report for call back work after receiving notification from the Village that call back work is needed on three (3) consecutive occasions shall not be permitted to bank additional compensatory time for twelve (12) months following the third consecutive request from the Village to report for call back work. Call back requests made while an employee is on approved paid or unpaid leave will not be considered for purposes of this provision.

Section 6.6 - No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement.

**ARTICLE VII**  
**HOLIDAYS**

Section 7.1 - Holidays. The following are designated holidays for purposes of this Article:

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Christmas Day
Independence Day	Labor Day	Thanksgiving
Day after Thanksgiving	Veterans' Day	

Employees will receive a day off for any new federal or state holiday that is put into effect during the duration of this Agreement that is generally observed by the Village of Westchester.

Section 7.2 – Conditions for Pay. If Employees work on any of the above named holidays, they are to be paid at the rate of double time. In the event any Employee is absent from work the day before, or the day after a legal holiday, he shall not receive holiday pay until proof of sickness or excusable absence is established.

Section 7.3 – General Leaves of Absence. Covered employees shall be entitled to general leaves of absence as set forth in the Village of Westchester Personnel Manual in effect at the date of execution of this Agreement.

Section 7.4 – Military Leave. Covered employees shall be entitled to military leave as set forth in the Village of Westchester Personnel Manual in effect at the date of execution of this Agreement.

Section 7.5 – Jury Duty. Covered employees shall be entitled to leave for jury duty as set forth in the Village of Westchester Personnel Manual in effect at the date of execution of this Agreement.

Section 7.6 – Benefits While on Leave. Covered employees shall be entitled to receive benefits while on approved leave as set forth in the Village of Westchester Personnel Manual in effect at the date of execution of this Agreement.

Section 7.7 – Personal Days. Covered employees shall be entitled to receive three (3) personal days. Employees shall be required to request the use of personal days in advance of the personal day, and personal days may not be taken unless such request is granted, provided that such request will not be unreasonably denied.

## **ARTICLE VIII** **INSURANCE**

### Section 8.1– Weekly H & W Contribution Obligation.

(a) Effective May 1, 2019, the Employer for each employee shall pay the sum of four hundred eight dollars (\$408.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management Relations Act of 1947 and the Employee Retirement Income Security Act of 1974. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, employees, participants, legal representatives, dependents, relatives, and all persons and parties.

(b) Effective May 1, 2020, the Employer for each employee shall pay up to a maximum of four hundred twenty-eight dollars (\$428.00) per week per employee. The Union's allocation to the Health and Welfare Fund will be equal to that allocation, as uniformly established by the Union under its area-wide agreements in effect for 2020, for the Health and Welfare Fund portion only, but not to exceed the amount set forth above in this paragraph.

(c) Effective May 1, 2021, the Employer for each employee shall pay up to a maximum of four hundred forty-eight dollars (\$448.00) per week per employee. The Union's allocation to the Health and Welfare Fund will be equal to that allocation, as uniformly established by the Union under its area-wide agreements in effect for 2021, for the Health and Welfare Fund portion only, but not to exceed the amount set forth above in this paragraph.

(d) The Trustees of the Fund or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement

regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Weekly Amounts Increased as follows, otherwise CCL

May 1, 2022 \$468/week

May 1, 2023 \$488/week

May 1, 2024 As approved by Fund Trustees, increase not to exceed \$20.00/week.

May 1, 2025 As approved by the Fund Trustees, increase not to exceed \$20.00/week.

Section 8.2 – Conditions of Employer Payments. The Employer payments to the Fund shall be as follows:

(a) The amount per employee per week shall be paid for each regular employee covered by this Agreement for any week in which such employee performs any services for the Employer, even when such services are not performed under the terms of this Agreement;

(b) Payment shall be made on all replacement/supplemental employees for the days worked by such replacement/supplemental employees at a rate equal to twenty percent (20%) per day of the aforesaid weekly payment to a maximum of five (5) days;

(c) If an employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a period of four (4) weeks;

(d) If an employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period of twelve (12) months;

(e) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;

(f) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the employee making satisfactory arrangements for paying the weekly payment to the Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence;

(g) Whenever an Employer is not obligated to make payment to the Fund for an absent employee, then the employee shall make the required payment as permitted by the Trustees;

(h) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

Section 8.3 – Military Clause. Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Re-

employment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

Section 8.4 – Questions Regarding Claims. All bargaining unit members who have questions regarding health insurance claims shall be required to contact the International Brotherhood of Teamsters Health and Welfare Fund, not Village personnel, since the Village does not administer the health insurance program, but only pays premiums on behalf of bargaining unit members.

## **ARTICLE IX** **VACATIONS**

Section 9.1 - Vacation Leave. All Employees are eligible for vacation with pay as follows:

A. Employees are entitled to ten (10) working days vacation per year upon the completion of twelve (12) consecutive months of service.

B. Employees are entitled to fifteen (15) working days vacation per year upon the completion of sixty (60) months consecutive of service.

C. Employees are entitled to twenty (20) working days vacation per year upon the completion of one hundred and forty-four (144) months consecutive of service.

D. Employees are entitled to twenty-five (25) working days vacation per year upon the completion of two hundred and forty (240) months consecutive of service.

Section 9.2 - Vacation Computation. All vacation shall be computed from the anniversary date of employment.

Section 9.3 - Vacation Approval and Scheduling. The time at which an employee shall take his or her vacation and the length of the vacation shall be determined by the Director of Public Works with due regard to the wishes of the employee and with particular regard to the needs of the Employer. Employees are to pick vacation period by order of seniority when it is possible for the Employer to arrange same. Vacations shall be subject to the discretion of the Director of Public Works and subject to manpower availability. The selection of vacation for the succeeding calendar year shall close on the third (3<sup>rd</sup>) Friday of November. Selection of vacation after said closing date shall be made on a first-come basis, without regard for seniority. Vacation time must be taken in four (4) hour increments, unless otherwise approved by the Director of Public Works or his/her designee. Employees shall be required to request the use of vacation days at least twenty-four (24) hours in advance of the vacation day, and vacation days may not be taken unless such request is granted, provided that requests to use vacation days will not be unreasonably denied. From November 1 through April 30 of each year, the maximum number of bargaining unit members off on vacation will be limited so that on no day shall there be more

than four (4) bargaining unit members granted approval for vacation leave; provided, however, if a bargaining unit member has not been previously approved for vacation, then the number of bargaining unit members eligible for use of vacation shall be reduced by the number of bargaining unit members who are absent on any other leave for that date.

Section 9.4 - Accumulation of Vacation Leave. Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Director of Public Works and the Village Manager, which shall not be unreasonably denied.

Section 9.5 - Pay in Lieu of Vacations. Vacations are provided for the recreation and relaxation of the employees. Accordingly, there is no pay in lieu of vacation leave.

Section 9.6 - Advancement of Vacation Pay. Upon request, the Director of Public Works and the Village Manager may approve the advancement of vacation. However, such advancement shall only be granted in extenuating circumstances as determined by the Village Manager. Such approval may not be unreasonably withheld.

Section 9.7 - Termination of Employment. Upon termination of employment, an employee shall be paid for accrued, prorated vacation leave in accordance with all applicable provisions contained in the Westchester Personnel Manual.

Section 9.8 - Employees on Special Leave. Employees on special leave shall be subject to the following:

A. Employees on disability, military or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.

B. Employees on special leave without pay shall not earn vacations for the period of the leave.

C. Employees on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

## **ARTICLE X**

### **BEREAVEMENT LEAVE AND SICK LEAVE**

Section 10.1 – Bereavement Leave. Full-time employees may be granted emergency leave of absence with pay in cases of death or serious illness of a member of such employee's immediate family defined as spouse, children, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather or grandmother or other relative that the Village Manager may designate. Such emergency days shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Manager.

Section 10.2 - Sick Leave. Employees shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

Employees shall earn sick leave at the rate of four (4) hours per month. Paid sick leave may be used for illness, disability, or medical appointments that cannot be scheduled during off-duty hours. Paid sick leave may also be used to care for a child, spouse or parent who has a serious health condition that requires the employee to remain at home or to escort such person to a medical appointment. Such use of paid sick leave for the care of a child, spouse or parent shall be only on an emergency or temporary basis. Any additional use of family medical leave, provided pursuant to Section 5-6 hereinafter, shall be on an unpaid basis. For family illness or injury, employees are to provide for other care as soon as practical. New employees shall not be eligible to use paid sick leave until thirty (30) days after the date of hire. Paid sick leave must be used in increments of one-half (1/2) hour.

An employee unable to report to work shall contact his immediate supervisor at the earliest opportunity. Shift personnel shall report any illness no later than one sixty (60) minutes prior to their scheduled starting time. If the absence is longer than one (1) day, the employee shall keep the supervisor informed of the condition and anticipated return to work date. Under normal circumstances and at the discretion of the Department Head, employees absent for more than three (3) consecutive days will be required to submit a statement from a physician verifying the need to use sick leave and fitness to return to duty. If the physical ability of an employee to perform the essential functions of a job is in question, the Village Manager may require a physical exam at the expense of the Village.

The use of paid sick leave is intended only for legitimate reasons as outlined in this section. Any abuse of the sick leave policy shall result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of sick leave shall include, but is not limited to the following: failure to notify supervisor of absence; failure to provide documentation for absence as required; continued pattern of absences prior to or following regularly scheduled off-days, holidays or vacations. Paid sick leave cannot be utilized for any illness or injury resulting from outside employment. In addition, paid sick leave will not be granted to any employee during the last two (2) weeks of employment unless verification is received from a physician that the employee was physically unable to work.

An employee with more than one (1) year of service may be advanced paid sick leave if all paid time off options have been exhausted. Eligibility for such an advance shall be determined and approved by the Village Manager, at his/her sole discretion.

Section 10.3 - Disability Policy. Employees shall be eligible to receive the benefits provided for by the employee disability policy. The policy provides the following benefits:

[SEE FOLLOWING PAGE]

Completed Years of Service	Maximum Number of Weeks at Full Pay	Maximum Number of Weeks at Half Pay (After Full Pay is Exhausted)
Less than 1 year	1	0
1 year but under 2	2	2
2 years but under 3	3	3
3 years but under 4	4	4
4 years but under 5	5	5
5 years but under 6	6	6
6 years but under 7	7	7
7 years but under 8	8	8
8 years but under 9	9	9
9 years but under 10	10	10
10 years and over	12 plus one week for each year over 10, up to 20 weeks	12 plus one week for each year over 10, up to 20 weeks

An employee shall not be eligible for disability benefits pursuant to this Section 10.3, unless the employee has used all of his/her allocated sick days for that year. Employees that use no sick leave in a calendar year shall receive three (3) days pay. Employees that take sick leave shall be eligible for an incentive equal to half of the remaining sick days in any given year. All payments shall be made in January.

## **ARTICLE XI** **TRAINING**

Section 11.1 - On-Duty Training. Employees attending required training sessions away from the Public Works Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle.

Employees shall be compensated at the employee's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of two (2) hours.

## **ARTICLE XII** **UNIFORM ALLOWANCE**

Section 12.1 - Uniform Allowance. The Employer will provide all uniforms, safety equipment and personal protective equipment determined to be necessary to perform the job at the Employer's expense. Uniforms are to be worn by all Employees while performing the duties

required under their job. Effective May 1, 2019, employees will be provided an annual shoe/boot allowance of one hundred and seventy-five dollars (\$175.00) for the purchase of steel-toed safety boots through a vendor selected by the Village. Any Employee who exceeds the allowance for the purchase of boots will be responsible for reimbursing the Village the additional cost within a period of fifteen days. Said reimbursement must be submitted to the Director of Finance. Employees shall provide evidence of the purchase of new steel-toed safety boots each year to the Public Works Director or his/her designee. Employees who fail to provide the Public Works Director with evidence of the purchase of new steel-toed safety boots by April 30th shall not be eligible for the annual shoe/boot allowance of \$175.00 the following May.

Section 12.2 - Damage to Personal Property. The Village shall reimburse employees for the reasonable cost of replacement of watches, eyeglasses or contact lenses that are destroyed or damaged in the course of duty.

### **ARTICLE XIII** **SENIORITY**

Section 13.1 - Definition of Seniority. Where the term “seniority” is used in this Agreement, it will mean as follows:

A. Seniority shall be defined as an employee’s length of full-time continuous service as an employee in the Village of Westchester Public Works Department.

B. In the event that two or more employees have the same seniority date, seniority shall be determined by the employees’ given job responsibilities. An employee with a more advanced job classification shall be determined to have seniority.

C. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 13.2 - Loss of Seniority. An employee’s seniority will terminate in the following circumstances:

A. The employee resigns or quits;

B. The employee retires;

C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed;

D. The employee does not return to work at the expiration of a leave of absence;

E. The employee is absent for three (3) consecutive scheduled work days without authorization and fails to report to work on the forth (4<sup>th</sup>) day;

F. The employee does not return to work when recalled from layoff;



G. If an employee is promoted to another position in the Village of Westchester Public Works Department, but such position is not included within the bargaining unit, then upon such promotion, such employee's seniority shall continue to accrue for the period the employee is in the promoted position, but for no longer than five (5) years. In the event that such promotion out of the bargaining unit continues for a period longer than five (5) years, such seniority shall not continue to accrue. If the employee is subsequently demoted/or resigns back to a bargaining unit position, then the employee's seniority that continued to accrue during the promotion shall be restored to the employee. Within four (4) years of such promotion, such promoted employee shall have the right to return to a bargaining unit position upon his demotion or resignation, unless such resignation is in lieu of termination for cause. If the Village fails to hire a replacement for such promoted employee within two (2) years of such promotion, then such demotion or resignation will not result in a layoff of any bargaining unit member.

Section 13.3 - Layoffs and Recall. Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will lay off employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off employees will have recall rights for a period of three (3) years.

Section 13.4 - Right of Recall. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff.

Section 13.5 - Notice of Recall. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Director of Public Works or his/her designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works or his/her designee with his latest mailing address. If an employee fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

Section 13.6 - Seniority List. As soon as practicable after signing of this contract, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the employee and the Union.

## **ARTICLE XIV**

### **GRIEVANCE PROCEDURE**

Section 14.1 - Definition. A grievance is defined as a claim by an employee or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement.

Section 14.2 - Procedure. A grievance filed against the Employer shall be processed in the following manner:

Step 1: The Union or an employee with a Union representative, shall take up the grievance or dispute in writing or orally with the Employee's immediate supervisor within ten (10) business days of its occurrence; if at that time the employee or Union is unaware of the grievance, the employee or Union shall take it up within ten (10) business days of their knowledge of its occurrence. The immediate supervisor shall then attempt to adjust the matter and shall provide the Employer's response (orally to an oral grievance; written to a written grievance) to the employee and the Union within ten (10) business days.

Step 2: If the grievance remains unadjusted in Step 1, and the Union with or without the employee wishes to appeal the grievance to Step 2, of the Grievance Procedure, it shall be referred in writing to the Department Head or his/her designee, within ten (10) business days after the receipt of the Employer's answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Department Head or his/her designee shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal, with the authorized Union representative and the employee, if the employee so desires, at a time mutually agreeable to the parties. If no settlement is reached, the Department Head or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.

Step 3: If the grievance remains unadjusted in Step 2, and the Union with or without the employee wishes to appeal the grievance to Step 3, of the Grievance Procedure, it shall be referred in writing to the Village Manager or his/her designee, within ten (10) business days after the receipt of the Employer's answer in Step 2. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Village Manager or his/her designee shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal, with the authorized Union representative and the employee, if the employee so desires, at a time mutually agreeable to the parties. If no settlement is reached, the Village Manager or his/her designee shall give the Employer's written answer to the Union within ten (10) business days following their meeting.

Step 4: If the grievance remains unresolved within thirty (30) business days after the reply of the Village Manager or his/her designee is due, the Union may, by written notice within thirty (30) days to the Village Manager, invoke arbitration.

(a) If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service (FMCS) and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators and reside within 150 miles of the Westchester Village Hall, 10300 Roosevelt Road, Westchester, Illinois. Both the Employer and the Union shall have the right to strike three (3) names from the list. The Employer shall first strike One (1) name; the Union shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

(b) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.

(c) Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of a grievance arbitrator.

Section 14.3 - Limitations on Authority of Arbitrator. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement

## **ARTICLE XV**

### **UNION REPRESENTATIVES**

Section 15.1 - Union Representatives. The Employer recognizes the right of the Union to select Union representatives, and the Union agrees to furnish the Employer with the names of said representatives selected by the Union. The union representatives shall be deemed as the Union's official spokesperson.

Section 15.2 - Union Business. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Village facilities for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Director of Public Works or his/her designee to

enter and conduct their business so as not to interfere with the operation of the Employer. The Director of Public Works or his/her designee shall designate an area where such business is to be conducted and the period of time to be provided (during work hours). The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

Section 15.3 – Union Leave. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights, and without pay, to one (1) employee/Union official designated by the Union to attend a labor convention or serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## **ARTICLE XVI**

### **MISCELLANEOUS**

Section 16.1 - Non-Discrimination. The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political or union activity, age, sex, marital status or handicap.

Grievances filed under this Section may be processed up to but not including arbitration. Grievant(s) dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

Section 16.2- Bulletin Boards. The Employer will make a bulletin board available for the use by the Union in non-public locations. The Union will be permitted to have posted on this bulletin board, notices of a non-controversial nature. There shall be no posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 16.3 - Partial Invalidity. In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 16.4 - Subcontracting. No operation, work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to the collective bargaining unit by the Village will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part by the Village to any plant, business, person, or non-unit Employees, or to any other mode of operation, including, but not limited to, subcontracting to other business entities owned and/or controlled by the signatory Employer, or its parent, subsidiaries or affiliates, unless specifically provided and permitted in this Agreement.

During the term of this Agreement, the Employer may contract out or subcontract any work currently, regularly and/or customarily performed by the employees covered by this Agreement that is part of a temporary, large scale public works project that would require a

capital expenditure of ten thousand dollars (\$10,000.00) or more and would be of less than nine (9) months in duration in any calendar year. The Employer may also contract out the replacement of the entire water meter system, electrical work, any landscaping and lawn maintenance services, and oil changes for municipal vehicles. No landscaping or lawn maintenance work or oil changes may be contracted out or subcontracted while bargaining unit employees are on layoff and eligible for recall, pursuant to Section 13.3 of this Agreement.

The Employer may utilize seasonal employees to perform bargaining unit work, from Memorial Day through and including Labor Day, each year. No seasonal employee shall work more than forty (40) hours per week, unless such overtime hours have first been offered to bargaining unit members and declined by them. In addition to seasonal employees, the Village may employ one (1) part-time employee, who may perform bargaining unit work year round; provided that such part-time employee shall be limited to no more than 1,000 hours of work per contract year, and whose normal hours of work shall be scheduled Monday through Friday, anytime between the hours of 7:00 a.m. and 3:30 p.m., at the Employer's discretion. The part-time employee may be scheduled to work outside of his/her normal work hours, including on Saturdays and Sundays, only if such overtime work has previously been offered to bargaining unit employees and declined by them. Any such part-time employees performing bargaining unit work shall be required to be laid off, before bargaining unit members may be laid off, pursuant to Section 13.3 of this Agreement.

Section 16.5 - Secondary Employment. Employees may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Westchester Public Works Department, and provided further that the Village Manager reserves the right to deny or cancel secondary employment, on an annual basis, which fails to meet all of the following conditions:

A. That said secondary employment shall be with the prior written approval of the Village Manager, which shall not be unreasonably denied.

B. That said secondary employment shall not interfere with any of the employee's obligations to the Village.

C. That said secondary employment shall not bring the image of the Village or the Department of Public Works into disrepute.

D. That said secondary employment shall not involve the employee's use of any Village equipment, facilities, or resources without the Director of Public Work's written consent.

E. That said secondary employment shall not interfere with an employee's ability to respond to emergency calls.

F. During any period of absence due to paid sick leave/disability leave must be approved by the Village Manager or his or her designee. Secondary employment which includes the same or similar duties or violates the employee's physical restrictions will not be approved by the Village.

The Village will not unreasonably deny requests for approval of secondary employment which comply with the requirements in this Section.

Section 16.6 - Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 16.7 - Licenses. Employees who are required to maintain any license as a condition of employment other than a regular driver's license shall be reimbursed by the Employer for any license fees.

## **ARTICLE XVII**

### **NO SOLICITATION**

The Teamsters Local Union 705, an affiliate of the International Brotherhood of Teamsters and the Westchester Bargaining Unit agree that their employees, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Westchester for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events. The Union shall have the right to solicit members of the Teamster Joint Council 25 for union related matters or charitable organizations, as defined by the Attorney General of the State of Illinois.

## **ARTICLE XVIII**

### **DRUG AND ALCOHOL TESTING**

The Teamsters Local Union 705, an affiliate of the International Brotherhood of Teamsters and the Westchester Bargaining Unit and the Village of Westchester agree that the safety and well-being of the residents, businesses and employees are of the utmost concern. As such, Teamsters Local Union 705, an affiliate of the International Brotherhood of Teamsters and the Westchester Bargaining Unit and the Village have agreed to a drug and alcohol policy covering employees covered by this agreement. The policy has been attached as Exhibit "A".

## **ARTICLE XIX**

### **LABOR-MANAGEMENT MEETINGS**

Section 19.1 - Meeting Request. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least forty-eight (48) hours in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties;

C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees; and

D. Discussion of safety issues.

Section 19.2 - Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 19.3 - Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

## **ARTICLE XX**

### **WAGES**

Section 20.1 - Wages. Effective May 1, 2022, each employee in the bargaining unit shall receive an increase and be paid in accordance with the following schedule of hourly rates:

(retro to 5/1/22 for all paid hours) 1-May-22                      3.25% COLA, 2.5% MRA

Position	1	2	3	4	5	6*
Mechanic	\$30.92	\$31.72	\$33.34	\$34.90	\$36.51	\$38.90
Public Works Laborer	\$25.94	\$26.87	\$28.70	\$30.53	\$32.34	\$35.13

1-May-23                      3.25% COLA, 3.5% MRA                      1.0625

Position	1	2	3	4	5	6
Mechanic	\$32.89	\$33.73	\$35.45	\$37.12	\$38.83	\$41.37
Public Works Laborer	\$27.59	\$28.58	\$30.52	\$32.47	\$34.39	\$37.35

1-May-24                      3.25% COLA, 3.5% MRA                      1.0675

Position	1	2	3	4	5	6
Mechanic	\$35.14	\$36.05	\$37.89	\$39.67	\$41.49	\$44.21
Public Works Laborer	\$29.48	\$30.54	\$32.62	\$34.70	\$36.76	\$39.92

1-May-25	3.25% COLA, 3.5% MRA			1.0675		
Position	1	2	3	4	5	6
Mechanic	\$37.56	\$38.52	\$40.49	\$42.39	\$44.34	\$47.25
Public Works Laborer	\$31.50	\$32.63	\$34.86	\$37.08	\$39.28	\$42.66

\*If at any time during the term of this Agreement, the Village's portion of state-shared revenue from the Local Government Distributive Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by the General Assembly by 15% or more, then the covered employees shall receive half of the wage increase for that year (e.g., if LGDF is reduced by 15% in 2020, then the wage increase shall be 1.125%). If LGDF is reduced by 30% or more, then the covered employees shall receive no wage increase for that year.

Any employee receiving an amount greater than those set forth above shall continue to receive the higher rate.

Step increases for all employees hired before May 1, 2011 shall occur on May 1, in accordance with Section 20.3; for all employees hired on or after May 1, 2011, step increases shall occur on the anniversary date of the employee's hire as a full-time bargaining unit member, in accordance with Section 20.3.

Section 20.2 - Top of Range Adjustment. If any employee in the bargaining unit should reach the top of their respective salary range as established in Section 20.1, the employee shall be eligible for an annual salary adjustment of 2.5% effective May 1, 2019, 2.25%\* on May 1, 2020 and 2.0%\* effective May 1, 2021. This increase shall be added to the employee's base salary and shall be considered the adjusted base salary. All adjustments shall be made in accordance with Section 20.3.

\*If at any time during the term of this Agreement, the Village's portion of state-shared revenue from the Local Government Distributive Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by the General Assembly by 15% or more, then the covered employees shall receive half of the wage increase for that year (e.g., if LGDF is reduced by 15% in 2020, then the wage increase shall be 1.125%). If LGDF is reduced by 30% or more, then the covered employees shall receive no wage increase for that year.

Section 20.3 - Employee Evaluations. Each employee in the bargaining unit shall be evaluated by his immediate supervisor on an annual basis.

Section 20.4 - Water Operators' License Stipend. Effective May 1, 2019, each employee in the bargaining unit that holds a valid Illinois Class "C" Water Operators' License and who is assigned to act as a water operator shall receive an annual lump sum stipend of \$1,750, to be prorated if the employee is assigned as a water operator for less than a full year. Failure to possess said license for the term of the contract year will result in the employee losing eligibility for the Water Operator's License Stipend.



Section 20.5 – Certified Arborist License Stipend. Effective May 1, 2019, each employee in the bargaining unit that holds a valid Certified Arborist License and who is assigned to perform such arborist functions shall receive a lump sum annual stipend of \$1,250, to be prorated if the employee is assigned as an arborist for less than a full year.

Section 20.6 - Crew Foremen. The position of Crew Foreman, a bargaining unit position, is hereby established, with the terms and conditions of employment as follows:

(a) Employees shall be assigned to the position of Crew Foreman by the Village Manager or his designee.

(b) The duties of the Crew Foremen shall be as follows: to prepare and distribute daily job assignments and other projects to other Public Works staff; to receive verbal updates from bargaining unit members; to conduct visits to worksites; to discuss the status of the daily work assignments of the bargaining unit members; to provide periodic status reports to the Village Manager or designee regarding projects or duties assigned by the Village Manager or designee.

(c) Crew Foremen shall be eligible for overtime assignments, in accordance with the overtime scheduling procedures of the Agreement, for overtime assignments that the Village determines require the presence of a Crew Foreman. In addition, Crew Foremen shall be eligible for overtime assignments that do not require the presence of a Crew Foreman, in accordance with the overtime scheduling procedures of this Agreement.

(d) Crew Foremen shall be compensated at an hourly rate of pay that is \$5.00/hour higher than Mechanic's Level 6 rate of pay.

Section 20.7 – Early Retirement Incentive. When a bargaining unit member who was enrolled in the Illinois Municipal Retirement Fund ("IMRF") before January 1, 2011 ("Tier One") reaches thirty (30) years of completed full-time service with the Village's Public Works Department, he shall be eligible for the following non-pensionable retirement incentive:

30 years of service	-	\$20,000.00 lump sum
31 years of service	-	\$16,000.00 lump sum
32 years of service	-	\$12,000.00 lump sum
33 years of service	-	\$8,000.00 lump sum
34 years of service	-	\$4,000.00 lump sum
35 years of service	-	\$0 lump sum

When a bargaining unit member who was first enrolled in IMRF's Regular Plan on or after January 1, 2011 ("Tier Two") obtains a total number of points, obtained by adding together years of full-time service with the Village's Public Works Department and age, that equals 92 (e.g. 62 years of age plus 30 years of service = 92 points), he shall be eligible for the following non-pensionable retirement incentive:

92 points (age + years of service)	-	\$20,000.00 lump sum
94 points (age + years of service)	-	\$16,000.00 lump sum
96 points (age + years of service)	-	\$12,000.00 lump sum

98 points (age + years of service)	-	\$8,000.00 lump sum
100 points (age + years of service)	-	\$4,000.00 lump sum
102 points (age + years of service)	-	\$0 lump sum

Members must submit a retirement letter no less than ninety (90) days prior to the date that the retirement is effective. Employees with more than thirty-one (31) years of service as of November 1, 2019, shall have until April 30, 2020 to retire and receive the \$20,000.00 lump sum payment. If such employee retires after April 30, 2020, such employee shall only be eligible for a retirement incentive based upon the employee's years of service, according to that chart.


## **ARTICLE XXI**

### **DURATION**

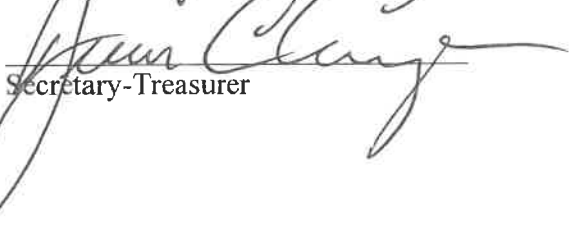
This Agreement shall be effective upon execution, unless otherwise provided herein, and shall remain in full force and effect until 11:59 p.m. on April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed.

SIGNED AND ENTERED into this 20th day of February, 2023.


Teamsters Local Union 705,  
an affiliate of the International  
Brotherhood of Teamsters

  
Union Steward


  
Union President

  
Secretary-Treasurer

Village of Westchester

  
Village President

ATTEST:

  
Village Clerk

**EXHIBIT "A"**  
**Village of Westchester**  
**Drug and Alcohol Testing**

**Part I. Drug Testing**

**PREAMBLE**

The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. Employees not subject to the DOT drug testing rules shall be required to submit to random testing using the same process as defined for DOT required employees. The non-DOT employees, shall be chosen on a random recurring basis, but selected from a separate pool of testing than those governed by DOT rules. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

**A. Probable Suspicion Testing**

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor has probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Part 2, Section B. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

The following collection procedures shall apply to all types of testing:

A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to forty ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a

45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The Employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the appropriate Agreement, shall begin on the day on which specimens are taken. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under the appropriate Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein and the breath alcohol testing procedure contained in Part 2, Section B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "Violation of Village of Westchester Policy".

#### **B. DOT Random Testing**

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a Commercial Employees License (CDL) under the Department of Transportation regulations and those determined to be subject pursuant to this Agreement.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Section F 3 (Split Sample Procedures), and Section J I (One-Time Rehabilitation), shall apply to random urine drug testing.

#### **C. Non-Suspicion-Based Post-Accident Testing**

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident which meets the definition of an accident as outlined in the Federal Motor Carrier

Safety Regulations. Urine drug testing will be required after accidents meeting the following conditions and employees are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to non-suspicion-based post-accident drug testing shall not be limited to those employees subject to DOT drug testing, who are involved in an accident where there is:

- (i) a fatality, or;
- (ii) a citation under State or local law is issued to the employee for a moving traffic violation arising from the accident in which
  - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.
  - (c) damage to public or private property is estimated to exceed \$1,000.

The employee has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The employee is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the employee to disciplinary action.

If an employee receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the employee to provide specimens.

The provisions of Section F 3 (Split Sample Procedures), and Section J 1 (One-Time Rehabilitation), shall apply to non-suspicion-based post-accident urine drug testing.

#### **D. Chain of Custody Procedures**

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/ Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the laboratory are those of the employee.

The required procedure follows:

When urine specimens are to be provided, at least 45 mL of specimen shall be collected. At least 30 mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine specimen of at least 15mL shall be placed in a second (2nd) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.

In this urine collection procedure, the donor shall urinate into a collection container capable of holding at least 55 mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles.

It is recognized that the Specimen Collector is required to check for sufficiency of specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so.

Any findings by the laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Village's Medical Review Officer (MRO). The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.

#### **E. Urine Collection Kits and Forms**

The contents of the urine collection kit shall be as follows:

1. The kit shall include a specimen collection container capable of holding at least fifty-five (55) mL of urine and contains a temperature reading device capable of registering the urine temperature specified in the DOT regulations.

2. Two (2) plastic bottles that are capable of holding at least thirty-five (35) mL, have screw-on or snap-on caps, and markings clearly indicating the appropriate levels for the primary (30 mL) and split (15 mL) specimens.

3. A uniquely numbered (*i.e.* Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (*e.g.*, Box Seal) shall be utilized during the urine collection process and completed by the collection site person. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, *e.g.*, by placing the tamper-proof Box Seal over the outlined area.

4. Shrink-wrapped or similarly protected kits shall be used in all instances.

#### **F. Laboratory Requirements**

##### **1. Urine Testing**

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

##### **2. Specimen Retention**

All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

##### **3. Split Sample Procedure**

The split sample procedure is required for all employees selected for urine drug testing. When any test kit is received by the laboratory, the “primary” sealed urine specimen bottle shall be immediately removed for testing, and the remaining “split” sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least 30 mL of urine into the specimen bottle and at least 15 mL into the second split specimen bottle. Both bottles shall be sealed in the employee’s presence, initialed by the employee, and then forwarded to an accredited laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested

positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post-accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 49 CFR Part 40. If the employee chooses the optional split sample procedure, and so notifies his Employer, disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2nd) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Appendix, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, for drugs, adulterants, or substitution, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action are waived.

#### 4. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be certified by Health and Human Services under the National Laboratory Certification Program (NLCP).

### **G. Laboratory Testing Methodology**

#### 1. Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative



on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated or substituted shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

Where Schedule I and II drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

## 2. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

## 3. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to speak with the MRO, or the employee fails to contact the MRO within 72 hours of being notified to do so by the Employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the Employer.

## 4. Substance Abuse Professional (SAP)

The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

## **H. Leave of Absence Prior to Testing**

1. An employee shall be permitted to take leave of absence in accordance with the FMLA, applicable State or Village leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

2. Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

## **I. Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results**

Consistent with past practice under this Agreement, and notwithstanding any other language in this Agreement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge.

2. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

a. If the urine drug test is positive, adulterated, or substituted, according to the procedures described in Part G, the employee shall be subject to discharge.

b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Agreement.

c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

## **J. Paid-for Time**

### **1. Training**

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

## 2. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

### a. Random Drug Tests

(1) for all time at the collection site.

(2) (a) for travel time one way if the employee is either en route or home from work at the conclusion of the testing process, and the employee is going to or from work; or

(b) for travel time both ways between the workplace and the collection site if the testing is conducted during the employee's working hours. All travel time shall be calculated to and from the Village Hall, 10300 Roosevelt Road, Westchester, Illinois.

(3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(4) The Employer will not require the employee to go for urine drug testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the workplace to and from the collection site to take a random drug test.

(6) If an employee is called at home to take a random drug test at a time when the employee is not en route to or from work, the employee shall be paid, in addition to all time at the collection site, travel time both ways between the Village Hall, 10300 Roosevelt Road, Westchester, Illinois.

### b. Non-Suspicion-Based Post-Accident Testing

(1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time during the thirty-two (32) hour period following the accident, the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) When the Employer takes an employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the employee to return to his/her workplace in accordance with the Agreement.

## **Part 2. Alcohol Testing**

The parties agree that in the event of further federal legislation or DOT regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

### **A. Employees Who Must be Tested**

There shall be random, non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Part 1, Section B, as well as those employees subject to testing pursuant to this Agreement.

The alcohol breath testing methodology outlined in this Appendix will be utilized for all employees required to undergo probable suspicion testing.

### **B. Alcohol Testing Procedure**

All alcohol testing under this Appendix will be conducted in accordance with applicable DOT/FMCSA regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

#### **1. Screening Test**

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

Breath Alcohol Levels:

Less than 0.02% BAC – Negative

0.02% BAC and above - Positive (Requires Confirmation Test) 2. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a

printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes, unless otherwise provided by conditions set forth and defined in 49 CFR Part 40.

The following cutoff levels shall be used to confirm a positive test for alcohol: Breath Alcohol Levels:

Less than 0.02% BAC – Negative

0.02% BAC to 0.039% BAC - Positive\*

0.04% BAC and above - Positive\*

\*Refer to Section L for Discipline Based on a Positive Test

#### **C. Notification**

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

#### **D. Random Testing**

The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FMCSA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

#### **E. Non-Suspicion-Based Post-Accident Testing**

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing, who are involved in an accident where there is:

- (i) a fatality, or;
- (ii) a citation under State or local law is issued to the employee for a moving traffic violation arising from the accident in which
  - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.
  - (c) damage to public or private property is estimated to exceed \$1,000.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the employee to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

#### **F. Substance Abuse Professional (SAP)**

1. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders, be knowledgeable of the SAP function as it relates to

Employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

2. The Employer will provide the employee with a list of resources available to the employee in evaluating and resolving problems with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT that the employee has a BAC of 0.02% to 0.039%, exclusive of holidays and weekends. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program, and if so, for how long.

3. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that an employee needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that an employee has violated the drug testing prohibition.

4. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer will pay for random, non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, and provided the employee tests negative.

#### **G. Probable Suspicion Testing**

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Section A, and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may

require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

#### **H. Preparation for Testing**

All alcohol testing shall be conducted in conformity with the DOT alcohol regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees.

#### **I. Specimen Testing Procedures**

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.



The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

#### **J. Leave of Absence Prior to Testing**

An employee shall be permitted to take leave of absence in accordance with the FMLA, State or applicable Village leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. This provision does not alter or amend the disciplinary provision set forth in Section K.

Before returning to work from a voluntary leave of absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

#### **K. Disciplinary Action Based on Positive Test Results**

##### **1. First Positive Test**

0.02% BAC-0.039% BAC-

3 day suspension without pay

NOTE: If an employee completes five (5) years of service with the Village following the employee's first positive test of between 0.02% BAC to 0.039% BAC, and during such five (5) year period the employee has not had a second positive test of between 0.02% BAC to 0.039% BAC, the discipline for such first positive test will be removed from the employee's file, and not relied upon by the Employer for any discipline with regard to a subsequent positive test of between 0.02% BAC to 0.039% BAC.

.04 and Above

Subject to discharge

2. Second Positive Test

0.02% BAC and above

Subject to discharge

3. An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension. 0.04% BAC and higher - Subject to discharge.

Second Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC and higher - Subject to discharge.

4. An employee's refusal to submit to any alcohol test will subject the employee to discharge.

**L. Return to Duty After a Positive (0.02% BAC to 0.039% BAC) Alcohol Test**

Before returning to work the employee must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through breaks in service (*i.e.* layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up alcohol and/or urine drug tests and to extend the twelve (12) month period up to sixty (60) months.

**M. Paid-for-time –Testing**

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

1. Random Alcohol Tests

a. Paid for all time at the collection site.

2. a. For travel time one way if the employee is either en route or home from work at the conclusion of the testing process, and the employee is going to or from work; or

b. For travel time both ways between the workplace and the collection site if the testing is conducted during the employee's working hours. All travel time shall be calculated to and from

the Village Hall, 10300 Roosevelt Road, Westchester, Illinois.

c. When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

d. The Employer will not require the employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the workplace to and from the collection site to take a random alcohol test.

f. If an employee is called to take a random alcohol test at a time when the employee is not en route to or from work, the employee shall be paid, in addition to all time at the collection site, travel time both ways between the location of the employee when called and the collection site with no minimum guarantee.

## 2. Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time during the eight (8) hour period following the accident, the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes an employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the employee to return to his/her home workplace in accordance with the Agreement.

## N. Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

The Employer or its agent is required to maintain the following records for two years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
3. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT

used in alcohol testing, including records of the results of external calibration checks.

**EXHIBIT "B"**  
**Dues Checkoff Authorization Form**



# **APPLICATION AND NOTICE** **For Membership in Local Union No. 705** **Affiliated with the International Brotherhood of Teamsters** **PUBLIC SECTOR**

7/10/15  
 MCO  
 PH

I voluntarily submit this Application for Membership in Local Union 705, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interest depends upon my exercising my right as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT \_\_\_\_\_ Job Title \_\_\_\_\_  
 (LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Cell Phone \_\_\_\_\_

Employer \_\_\_\_\_ Employment Date \_\_\_\_\_

Street \_\_\_\_\_ Phone \_\_\_\_\_ FT/PT \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Hourly Rate \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

Have you ever been a member of a Teamster Local Union? \_\_\_\_\_ If yes, what Local Union No. ? \_\_\_\_\_

E-mail \_\_\_\_\_

Date of Application \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Blue Copy to Local Union Pink Copy to Local Union Yellow Copy to Applicant



## **CHECKOFF AUTHORIZATION AND ASSIGNMENT**

I, \_\_\_\_\_ hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union 705, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment will remain effective if my employment with the employer is terminated, and then I am re-employed by the Employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment, or at the expiration of a collective bargaining agreement of my desire to revoke same.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer \_\_\_\_\_

**Union dues are not deductible as charitable contributions for Federal Income Tax purposes.**  
 Blue Copy to Local Union Pink Copy to Local Union Yellow Copy to Applicant