

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL
150
PUBLIC EMPLOYEES DIVISION
AND
VILLAGE OF WINNETKA
2026-2029

TABLE OF CONTENTS

TABLE OF CONTENTS	i
AGREEMENT.....	1
PREAMBLE.....	1
ARTICLE 1 RECOGNITION AND MANAGEMENT RIGHTS	1
SECTION 1.1 RECOGNITION	1
SECTION 1.2 NEW JOB TITLE/POSITIONS.....	2
SECTION 1.3 MANAGEMENT RIGHTS.....	2
ARTICLE 2 UNION ACCESS.....	3
SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS.....	3
SECTION 2.2 TIME OFF FOR UNION ACTIVITIES.....	3
SECTION 2.3 UNION BULLETIN BOARD	3
SECTION 2.4 EMPLOYEE INFORMATION	4
ARTICLE 3 UNION DUES CHECKOFF	4
SECTION 3.1 DEDUCTIONS.....	4
SECTION 3.2 INDEMNIFICATION	4
ARTICLE 4 HOURS OF WORK AND OVERTIME.....	5
SECTION 4.1 APPLICATION OF ARTICLE	5
SECTION 4.2 WORKDAY AND WORKWEEK	5
SECTION 4.3 OVERTIME COMPENSATION	5
SECTION 4.4 OVERTIME DISTRIBUTION	6
SECTION 4.5 CALLBACK	6
SECTION 4.6 ON-CALL PAY	6
SECTION 4.7 MANDATORY REST PERIOD.....	7
SECTION 4.8 NO PYRAMIDING	7
SECTION 4.9 WORK BY NON-BARGAINING UNIT EMPLOYEE.....	7
ARTICLE 5 SENIORITY	8
SECTION 5.1 SENIORITY DEFINED	8
SECTION 5.2 BREAKS IN CONTINUOUS SERVICE AND TERMINATION OF SENIORITY	8
SECTION 5.3 SENIORITY LIST	8

SECTION 5.4	PROBATIONARY EMPLOYEES	9
ARTICLE 6	LAYOFF AND RECALL	9
SECTION 6.1	NOTICE	9
SECTION 6.2	GENERAL PROCEDURES.....	9
SECTION 6.3	RECALL OF LAID-OFF EMPLOYEES	10
SECTION 6.4	EFFECTS OF LAYOFF.....	10
ARTICLE 7	DISCIPLINARY PROCEDURES	11
SECTION 7.1	EMPLOYEE DISCIPLINE	11
SECTION 7.2	UNION REPRESENTATION	11
ARTICLE 8	GRIEVANCE PROCEDURE.....	12
SECTION 8.1	GRIEVANCE DEFINED.....	12
SECTION 8.2	PROCESSING OF GRIEVANCE.....	12
SECTION 8.3	GRIEVANCE STEPS AND ARBITRATION	12
SECTION 8.4	GRIEVANCE FORMS.....	14
SECTION 8.5	SETTLEMENTS AND TIME LIMITS	15
SECTION 8.6	UNION STEWARDS	15
ARTICLE 9	LEAVES	15
SECTION 9.1	HOLIDAYS	15
SECTION 9.2	VACATION	16
SECTION 9.3	PERSONAL DAYS.....	17
SECTION 9.4	SICK LEAVE	18
SECTION 9.5	JURY DUTY LEAVE.....	18
SECTION 9.6	MILITARY LEAVE.....	18
SECTION 9.7	BEREAVEMENT LEAVE.....	18
SECTION 9.8	FAMILY MEDICAL LEAVE ACT	19
SECTION 9.9	PAID PARENTAL LEAVE.....	19
ARTICLE 10	LABOR MANAGEMENT CONFERENCES	20
SECTION 10.1	LABOR-MANAGEMENT CONFERENCES	20
SECTION 10.2	PURPOSE AND SCOPE	20
ARTICLE 11	MISCELLANEOUS PROVISIONS.....	20
SECTION 11.1	GENDER	20
SECTION 11.2	UNIFORM/BOOTS.....	20

SECTION 11.3	TRAINING AND LICENSE CERTIFICATION REIMBURSEMENT	21
SECTION 11.4	DRUG AND ALCOHOL TESTING	21
SECTION 11.5	PROTECTIVE CLOTHING	21
SECTION 11.6	NO SOLICITATION	21
ARTICLE 12	SUBCONTRACTING	22
ARTICLE 13	NO STRIKE/NO LOCKOUT	22
SECTION 13.1	NO STRIKE	22
SECTION 13.2	DISCIPLINE OF STRIKERS	23
SECTION 13.3	NO LOCKOUT	23
SECTION 13.4	JUDICIAL RESTRAINT	23
ARTICLE 14	FILLING OF VACANCIES	23
SECTION 14.1	POSTING	23
SECTION 14.2	FILLING OF VACANCIES	24
ARTICLE 15	INSURANCE	24
SECTION 15.1	HEALTH INSURANCE	24
SECTION 15.2	LIFE, DENTAL, AND VISION INSURANCE	24
SECTION 15.3	TERMS OF INSURANCE POLICIES TO GOVERN.....	24
ARTICLE 16	WAGE RATES	25
SECTION 16.1.	PAY PLAN.....	25
SECTION 16.2.	ACTING PAY	28
ARTICLE 17	SAVINGS CLAUSE.....	28
ARTICLE 18	ENTIRE AGREEMENT	28
ARTICLE 19	TERMINATION.....	29

AGREEMENT

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the Village of Winnetka, Illinois, (the “Village”) and the International Union of Operating Engineers, Local 150, Public Employees Division (the “Union”), on behalf of certain employees described in Article I.

PREAMBLE

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

ARTICLE 1 RECOGNITION AND MANAGEMENT RIGHTS

SECTION 1.1 RECOGNITION

The Village of Winnetka (hereinafter “Village”) recognizes the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter “Union”) as the sole and exclusive bargaining representative of employees in the following bargaining unit, as identified in the Illinois Labor Relations Board’s certification in Case No. S-RC-20-039 and S-UC-20-051:

Included: All regular full-time employees in the Public Works Department in the classifications of Fleet Mechanic, Fleet Foreperson, Fleet Supervisor, Maintenance Worker, Refuse Collector, Refuse Foreperson, Sewer Foreperson, and Street Foreperson.

Excluded: All other employees of the Village of Winnetka, including the Assistant Public Works Director, Public Works Operation Manager, and Public Works Director as supervisory employees under the Act; the Forester and Assistant Forester as professional employees under the Act; all employees in the Water & Electric Department; and all other supervisors, confidential employees, managerial employees, and short term employees as defined in the Act; and all other employees of the Village of Winnetka.

The Supervisor job title shall be eliminated via attrition. Current employees will maintain that title as long as they remain employed in the bargaining unit.

SECTION 1.2 NEW JOB TITLE/POSITIONS

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

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

SECTION 1.3 MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge probationary employees with or without just cause; to discipline, suspend, and discharge non-probationary employees with just cause; to change or eliminate existing methods, equipment or facilities; to layoff employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE 2 UNION ACCESS

SECTION 2.1 UNION ACTIVITY DURING WORKING HOURS

Union officials representing the Union shall be given reasonable access to the Village and bargaining unit employees to investigate and discuss grievances or other workplace-related complaints. This access shall at all times be conducted in a manner so as not to impede normal operations. Except as otherwise provided in this Article, to avoid impeding normal operations, discussions with bargaining unit employees shall only occur during the employees' breaks or lunch periods, or before or after the employees' shift. The Union shall request permission to access non-public areas of Village property in advance.

Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employee.

Within 10 calendar days from the date of hire of a bargaining unit employee, the Village shall provide to the Union in an electronic file or other mutually agreed format the following information about the new employee: the employee's name, job title, home address, work telephone number, and any home and personal cellular telephone on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

On a date, time, and place determined by the Village (but no later than 10 calendar days within the new employee's date of hire), the Village shall provide to the Union a meeting space to meet with the new employee. This meeting shall not last more than one (1) hour.

SECTION 2.2 TIME OFF FOR UNION ACTIVITIES

Two (2) stewards shall be allowed time without pay up to one (1) week for legitimate Union business such as Union meetings, state or international conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off it does not interfere with the operating needs of the Village as determined by the Director or their designee. The employee may utilize any accumulated time off, in accordance with the provisions of this Agreement, in lieu of the employee taking such without pay.

SECTION 2.3 UNION BULLETIN BOARD

The Village shall provide one Union bulletin board at the Public Works facility. The board shall be for the sole and exclusive use of the Union. The posting of Union

notices shall be non-political, non-discriminatory, and non-inflammatory nature. The Union shall limit its posting of Union notices and information to the space provided.

SECTION 2.4 EMPLOYEE INFORMATION

The Village shall provide to the Union upon request (but no more than twice per calendar year) a spreadsheet of all current bargaining unit employees which will include the employee's name, job title, work telephone numbers, date of hire, work email address, and home address on file with the Village.

ARTICLE 3 UNION DUES CHECKOFF

SECTION 3.1 DEDUCTIONS

The Village agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, fees, and voluntary fair share payments upon submission of an appropriate, lawfully written, voluntary authorization. Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act, and/or any other applicable State statute, and the requirements of the United States and Illinois Constitutions.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made per pay period and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date, but shall not increase the dues or other approved deductions more than two (2) times per year. The Union shall certify the current amount of Union deductions.

The Village will not deduct any money on behalf of the Union from the wages of any employee who has not voluntarily signed a dues authorization card. If at any time an employee provides the Union written notice that he or she is revoking his or her dues authorization the Union will immediately notify the Village of such revocation and the Village will stop all dues deductions that have not already been processed. The Union shall indemnify the Village under Section 3.2 for any and all claims asserted based on the Union's failure or alleged failure to notify the Village that an employee has revoked his or her authorization.

SECTION 3.2 INDEMNIFICATION

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the

Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE 4 HOURS OF WORK AND OVERTIME

SECTION 4.1 APPLICATION OF ARTICLE

The provisions of this Article are intended to provide the basis for calculating overtime pay and shall not be construed as a guarantee of hours of work per day or per week or pay in lieu thereof, or as a limitation upon the minimum hours per day or per week which may be required.

SECTION 4.2 WORKDAY AND WORKWEEK

The normal workday is currently 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The normal workday for refuse employees is eight (8) hours per day and five days per week, 5:30 a.m. to 2:00 p.m., Monday through Friday. The normal workday for employees assigned to the Sweeper is 4:00 a.m. to 12:00 p.m., Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each workday. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early or be paid overtime at the appropriate rate of pay. Employees will be provided with one (1) paid twenty (20) minute break in the morning.

The Village reserves the right to temporarily modify the normal workday of its employees, given that the Village provides at least thirty (30) days' advance notice to the employees affected. Any temporary change shall be made division wide and for legitimate business reasons. Any temporary change shall not be made for the sole purpose of avoiding overtime work and shall not change the normal workday as defined above for purposes of calculating overtime. Before any such changes are made permanent for legitimate business reasons, the Village shall notify the Union and, upon request by the Union, meet and bargain regarding the change in schedule.

The Village reserves the right to shift employees between divisions to accommodate for unplanned employee absences, without thirty (30) days' notice, and adjust the start and end time of the workday to the normal start time to the hours of the division the employee is being shifted.

SECTION 4.3 OVERTIME COMPENSATION

Overtime at the rate of and one-half times (1.5x) the employee's regular rate of pay shall be paid for all hours actually worked in excess of forty hours of work in a single workweek or in excess of an employee's normal workday as defined in Section 4.2. For the purpose of this section only, all employee benefit time (e.g., vacation leave, sick leave, holiday time) shall count as "hours worked."

A bargaining unit employee shall be paid at two (2) times the employee's regular hourly rate of pay for all hours worked on Sundays and observed holidays, as defined in Section 9.1.

SECTION 4.4 OVERTIME DISTRIBUTION

The Public Works Director or designee(s) shall have the right to require overtime work. When possible without negatively impacting the operations of the Department, the Director will seek volunteers amongst the employees who normally and customarily perform the work involved before mandating overtime. All overtime work must be approved by a supervisor outside the bargaining unit. Employees will not be mandated to work overtime unless no qualified employee volunteers.

SECTION 4.5 CALLBACK

Employees who are called back to work outside their normal hours shall be paid at the appropriate overtime-rate of pay for all hours actually worked, depending on whether the employee works overtime as defined in Section 4.3 above. Employees who were on call are required to work a call-back assignment (including Supervisors and Forepersons) shall be compensated at a guaranteed minimum three (3) hours of the appropriate over-time rate of pay regardless of the length of the call-back. The three (3) hour minimum shall only apply to the employees who were on call; employees who are called back and were not on call shall receive overtime pay for the hours actually worked. Employees who are able to actually handle a call remotely will be paid at the appropriate rate for hours worked in excess of five (5) minutes in fifteen (15) minute increments.

SECTION 4.6 ON-CALL PAY

Employees shall be assigned to be on-call according to a rotating list amongst qualified employees. The first on-call position shall be assigned to a supervisor, foreperson or acting supervisor. While on-call, employees must be fit for duty. Employees who are on-call shall be required to carry an approved communication device throughout the time in which they are on-call.

Employees who carry employer-issued communication devices shall not be required to pay for reasonable personal phone calls made from that device. Placing international, 1-900, or other calls that result in a fee to the Village is strictly prohibited. Employees who are placed on-call subject to the duty lists shall not refuse overtime assignments when called. Employees on-call subject to the duty list who cannot be reached by telephone, shall be appropriately disciplined if such is reasonable and appropriate under the circumstances.

Employees designated to be on "standby/on-call duty" will receive six hours of compensation at a rate of one and one-half times the employee's hourly rate of pay for each 7-day standby period assigned to the employee. During a standby period, employees remain free to pursue personal activities, although an employee who is on standby must refrain from any activities that would impair the employee's ability to

respond to a call, including consuming alcohol or using medications that might impair an employee's fitness for duty.

An employee who has been designated on "standby/on-call duty" for an observed holiday occurring during the 7-day period will receive an additional two hours of pay at a rate of one and one-half times the employee's hourly rate for that 7-day standby period for each observed holiday. Only the observed holiday, not the actual holiday, shall be counted. Beginning upon ratification of the parties' initial collective bargaining agreement, all bargaining unit employees, including Forepersons and Supervisors, qualify for on-call pay.

Any employee who fails to answer calls while they are designated as "on-call" will be subject to discipline.

SECTION 4.7 MANDATORY REST PERIOD

An employee who has worked more than 16 consecutive hours, or more than eight hours overtime in a 16-hour period immediately preceding their workday shall, upon release, be provided a rest period before they return to work, contingent on operational needs. If a rest period extends into a basic workday, the employee will not be required to use accrued time to offset that rest.

The Director of Public Works, at their discretion, may elect to hold over employees for longer than 16 hours if emergent events necessitated staffing. Likewise, the Director may release the employee after 16 hours if they feel the employee is not able to safely perform their duties. Time worked in excess of 16 consecutive hours shall be paid at double the employee's hourly rate. The Director also reserves the right to shift employee start times should a continued, emergent event required around-the-clock coverage over a prolonged period. Rest hours will still be in effect under this circumstance.

SECTION 4.8 NO PYRAMIDING

Compensation shall not be paid, or compensatory time taken, more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.9 WORK BY NON-BARGAINING UNIT EMPLOYEE

Nothing within this agreement shall be construed to prohibit or restrict the assignment or performance of any work by non-bargaining unit personnel. Non-bargaining unit personnel may perform any work during normal work hours but shall not work to deprive employees of overtime.

ARTICLE 5 SENIORITY

SECTION 5.1 SENIORITY DEFINED

Seniority shall be based on the length of time from the employee's last date of beginning continuous full-time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay.

If more than one person is hired on the same day, conflicts in seniority shall be determined by alphabetical order, last name then first name.

SECTION 5.2 BREAKS IN CONTINUOUS SERVICE AND TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged with or without just cause;
- c) retires or is retired;
- d) fails to report for work within three (3) work days after the conclusion of an authorized leave of absence, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated;
- e) is laid off and fails to notify the Village of his intent to return to work within (14) calendar days after receiving notification of recall;
- f) is laid off for a period in excess of two years;
- g) does not perform work for the Village for a period in excess of one year, unless the employee remains on an approved unpaid leave of absence; or
- h) is absent for three (3) or more consecutive work days without notifying the Village, unless the employee is unable to do so for reasons beyond his control which the employee could not have reasonably anticipated.

SECTION 5.3 SENIORITY LIST

The Village shall maintain a seniority list which shall be furnished to the Union upon request. Any objection to the seniority list shall be submitted to the Director within 14 calendar days of the posting. Failure to file an objection within this timeframe will result in the list standing as is.

SECTION 5.4 PROBATIONARY EMPLOYEES

An employee is probationary for the first twelve (12) months of employment. Time absent from work for any reason shall not count towards satisfaction of the probationary period. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discipline, dismissal, or layoff.

Employees who are promoted or transferred within the bargaining unit shall be required to serve a special probationary period of six months. During this special probationary period, the only reason that the employer may remove the employee from his or her position "without just cause" shall be related to the employee's performance of the job functions that are unique to his or her new position. If an employee is removed from his or her position without just cause during this special probationary period, the employee may be transferred into any vacant bargaining unit position the employee is presently qualified to perform, and the employee will be paid at the rate of pay for that position. If there are no vacant bargaining unit positions the employee is presently qualified to perform, then the employee may bump into his or her prior position, even if that will result in the layoff or discharge of a more junior employee.

ARTICLE 6 LAYOFF AND RECALL

SECTION 6.1 NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Village shall give the Union at least forty five (45) calendar days' notice of any layoffs.

SECTION 6.2 GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority, as defined in Article V, within job classification. In the event an employee is selected for layoff, the employee may exercise the right to bump into any classification or position (provided it is not a higher level position), provided that the employee has more seniority than any other person in that classification or position, and further provided that the employee is qualified to perform the duties of the position within five (5) working days, including obtaining any required licensing or certification(s). In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although the employee may then likewise exercise any bumping rights the employee might have under this Section. This procedure will be followed until any bumping rights are exhausted. Employees bumping into a position will be paid at the rate of the position that the employee bumps into, and not at the rate of the position that the employee bumps from.

SECTION 6.3 RECALL OF LAID-OFF EMPLOYEES

Non-probationary employees who are laid off pursuant to the above Section shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Village shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the Village with an address and email address to which a recall notice can be sent. The Village may send recall notices via electronic mail. Any employee who declines a recall under this Section shall forfeit further recall rights. Any employee who fails to notify the Village of his intent to return to work within fourteen (14) calendar days after the Village sends notice of recall shall forfeit his or her recall rights.

This Section shall not apply to part-time or probationary employees, who have no recall rights.

SECTION 6.4 EFFECTS OF LAYOFF

The parties agree that the following provisions shall apply to any employees who are laid off by the Village:

- (a) An employee shall be paid for any earned but unused vacation days and personal days.
- (b) An employee shall have the right to maintain insurance coverage for up to eighteen (18) months, by paying in advance the standard COBRA monthly premium for single and, if desired, family coverage (plus any administrative fee permitted by applicable federal or state law).
- (c) If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff and the employee will perceive a pro rata accumulation of vacation time based on the number of days left in the calendar year.

**ARTICLE 7
DISCIPLINARY PROCEDURES**

SECTION 7.1 EMPLOYEE DISCIPLINE

Probationary employees may be disciplined with or without just cause. Non-probationary employees covered hereunder shall only be disciplined for just cause. The Village agrees with the tenets of progressive discipline and shall have the right to invoke any of the following disciplinary measures:

- (A) Oral warning
- (B) Written reprimand
- (C) Suspension with or without pay
- (D) Termination
- (E) Demotion

The Village shall retain the right to invoke discipline that bypasses steps of progressive discipline and implement any level of discipline it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Village may invoke a suspension, demotion, or dismissal without oral warning or written warning, and may invoke a written warning without oral warning.

Prior to imposition of suspension, demotion, or discharge, the employee will be afforded notice of the preliminary decision and an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works or his/her designee.

SECTION 7.2 UNION REPRESENTATION

An employee shall be entitled to request the presence of a Union representative at any pre-disciplinary investigatory interview, which the employee reasonably believes may lead to his own discipline. The Village will permit the employee reasonable time to secure the presence of a Union representative, provided the presence or unavailability of such employee or representative does not unreasonably delay such investigatory interview.

**ARTICLE 8
GRIEVANCE PROCEDURE**

SECTION 8.1 GRIEVANCE DEFINED

A grievance is any dispute or difference of opinion between an employee covered by this Agreement and the Village, with respect to the meaning, or application of the express provisions of this agreement.

SECTION 8.2 PROCESSING OF GRIEVANCE

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

SECTION 8.3 GRIEVANCE STEPS AND ARBITRATION

The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: A grievance shall be submitted by the Union in writing to the appropriate immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and Union within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works or his designee within ten (10) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis

upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director, or his designee, shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance within ten (10) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director, or his designee, shall provide a written answer to the Union within ten (10) business days following their meeting or following receipt of the grievance, whichever is later.

STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within ten (10) business days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, may offer to meet with the Union within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within ten (10) business calendar days following the meeting or following receipt of the grievance, whichever is later.

STEP 4: **ARBITRATION.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Arbitrators shall be members of the National Academy of Arbitrators and residents of Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. The party requesting arbitration shall first strike two (2) names from the panel. The other party shall strike from the remaining names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless otherwise mutually agreed, the cost of a written transcript shall be divided equally between the Village and the Union.

LIMITATIONS ON AUTHORITY OF ARBITRATOR. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

SECTION 8.4 GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant.

SECTION 8.5 SETTLEMENTS AND TIME LIMITS

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the first occurrence of the event giving rise to the grievance or within ten (10) business days after the employee and Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department's last answer.

SECTION 8.6 UNION STEWARDS

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to the Director of Public Works identifying the Stewards.

ARTICLE 9 LEAVES

SECTION 9.1 HOLIDAYS

The Village observes the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas Eve

Christmas

Regardless of any individual employee's assigned work schedule, a recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have regularly worked on that day. If a non-exempt employee works on a recognized holiday, the employee will receive his wages at the appropriate rate of pay in addition to the holiday pay.

SECTION 9.2 VACATION

Employees are eligible to earn and use paid vacation time as described herein. Employees will be credited with their vacation time at the beginning of each calendar year and may request use of their vacation time at any time during the year for which it is credited. The amount of paid vacation time eligible employees earn increases with the length of their employment as shown below. The length of eligible service is calculated on the basis of a calendar year and may be prorated for the first and last years of employment.

The vacation earning schedule is based on years of continuous eligible service as follows. In no event shall the maximum vacation hours earned by any employee in any one calendar year exceed the equivalent of 200 hours of vacation.

Calendar Years in which Anniversary Date of Employment Occurs	Vacation Hours Each Calendar Year
1 st through 4 th Year	80 hours
5 th Year	88 hours
6 th Year	96 hours
7 th Year	104 hours
8 th Year	112 hours
9 th Year	120 hours
10 th Year	128 hours
11 th Year	136 hours
12 th Year	144 hours
13 th Year	152 hours
14 th Year	160 hours
15 th – 21 st Year	168 hours

22 nd Year	176 hours
23 rd Year	184 hours
24 th Year	192 hours
25 th Year plus	200 hours

To take vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including Village needs and staffing requirements. Requests will be reviewed on a first come, first served basis. Vacation should be scheduled in minimum increments of at least one day unless otherwise approved by a non-bargaining unit supervisor. Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay.

Up to one year of vacation time may be carried over to the next calendar year, subject to written approval of the Department Head (e.g., an employee with ten years of service may carry over 120 hours of vacation). Vacation in excess of these limits shall be forfeited. No vacation time can be cashed in except upon separation from employment. At that time, the amount of vacation earned to date will be determined based on the number of months worked. Employees will be paid on a pro rata basis for any earned vacation time. Unearned vacation time that was used must be repaid to the Village. Unearned vacation time will be deducted from the employee's final pay and any balance still owed shall be repaid by the employee.

The parties recognize and agree the benefits provided in this Agreement are more generous than the benefits required by the Illinois Paid Leave for All Workers Act, S.B. 0208. Pursuant to Section 15(n) of that Act, the parties voluntarily waive the benefits provided under that Act in favor of the benefits provided under this bargaining agreement.

SECTION 9.3 PERSONAL DAYS

Full-time employees will receive five (5) personal days each calendar year. Personal days cannot be carried over from year to year and will be forfeited on December 31 of each year. Employees requesting to use personal time for a planned absence are required to give advance notice to their non-bargaining unit supervisor. Employees who need to use personal time for unplanned absences are required to give notification to their non-bargaining unit supervisor at least one hour before the start of the shift. Employees are required to give their non-bargaining unit supervisor the reason for the unplanned absence. Failure to provide proper notice may result in denial of the paid personal time and disciplinary action. Notification shall be made pursuant to the

Public Works Department's notification policy, as may be updated from time to time. Personal time is paid at the employee's base pay rate at the time of use. It does not include overtime or any special forms of compensation such as shift differentials, longevity, or any other premium or incentive pay. Unused personal days are not paid at separation of employment.

SECTION 9.4 SICK LEAVE

The Parties agree that sick leave benefits and sick leave payouts should be administered consistent with Appendix B.

SECTION 9.5 JURY DUTY LEAVE

Employees shall receive full pay while serving jury duty. Pay will be calculated at the employee's regular base rate of pay times the number of regular hours the employee would otherwise have worked on the day of absence. All court monies received may be retained by the employee to cover transportation expenses. The Village will continue to provide health insurance benefits, subject to any employee contributions that may be applicable, for the full term of the jury duty absence. Accrual for benefits calculations, such as vacation, sick leave, or holiday benefits, will not be affected during jury duty leave.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Either the Village or the employee may request an excuse from jury duty, if, in the Village's judgment, the employee's absence would create serious operational difficulties.

Employees will be compensated by the Village at their regular base rate of pay for work-related witness duty. Employees will be granted unpaid time off to appear in court in response to a non-work-related subpoena. Employees may use any available accrued vacation to receive compensation for the period of this absence.

SECTION 9.6 MILITARY LEAVE

Military leave shall be provided in accordance with applicable law.

SECTION 9.7 BEREAVEMENT LEAVE

Employees shall be permitted twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, "immediate family" is defined as the employee's mother, father, uncle, aunt, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, niece, nephew, spouse, child (natural, step, and adopted), grandchild, grandparent, grandparent-in-law, stepmother, stepfather, stepsister, stepbrother, and relatives living in the same house as the employee.

Pursuant to the Family Bereavement Leave Act, all employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to:

- (1) attend the funeral or alternative to a funeral of a covered family member as defined in the Family Bereavement Leave Act;
- (2) make arrangements necessitated by the death of the covered family member;
- (3) grieve the death of the covered family member; or
- (4) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under paragraph (4) occurs.

Unless it is otherwise unreasonable or impracticable to do so, employees should notify their supervisor at least 48 hours in advance of taking bereavement leave. Employees may be required to provide certain documentation to confirm the need for leave.

In the event of the death of more than one covered family member in a 12-month period, employees are entitled to up to a total of 6 weeks of bereavement leave during the 12-month period. However, this leave may run concurrently with any approved FMLA leave.

SECTION 9.8 FAMILY MEDICAL LEAVE ACT

Employees may be eligible for leave pursuant to the Family Medical Leave Act in accordance with Village policy, as may be modified from time to time.

SECTION 9.9 PAID PARENTAL LEAVE

The Village offers paid parental leave to non-union full-time employees and regular part-time employees for the birth and/or adoption of a child born on or after January 1, 2026. In order to be eligible, an employee must have been employed by the Village for at least 12 months and have worked at least 1,250 hours during the previous 12-month period.

Eligible employees may receive up to four continuous weeks of paid parental leave. This benefit must be used within the year following the birth and/or adoption of a child and run concurrently with FMLA leave. If this benefit is not used, it is not paid. Time in excess of the four weeks must be taken from the employee's accrued leave per paid leave guidelines.

**ARTICLE 10
LABOR MANAGEMENT CONFERENCES**

SECTION 10.1 LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

The party requesting the meeting shall submit a written agenda of items to discuss at least five (5) days prior to the date of the meeting. Items not identified on the agenda shall not be discussed without prior approval of both parties. A Union representative, Union Stewards, or affected bargaining unit personnel may attend these meetings. The Village may assign appropriate management personnel to attend.

SECTION 10.2 PURPOSE AND SCOPE

Labor management meetings shall be chaired by the Village representative. There shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Attendance at meetings outside of regular work hours shall not be considered time worked for the bargaining unit employees involved.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

SECTION 11.1 GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include all genders and gender identities equally and vice versa.

SECTION 11.2 UNIFORM/BOOTS

Employees are required to report to work in attire that is suitable for the job. Employees shall receive eleven (11) pairs of pants with laundry service each year. Mechanics shall also receive eleven (11) long or short sleeve button shirts with laundry service each year. Employees shall receive nine (9) t-shirts and may select any combination of short sleeve or long sleeve t-shirts. Newly hired employees shall receive an initial kit of outerwear for applicable positions including raingear within the first three (3) months of employment and winter jackets, bibs, and sweatshirts prior to December 1. The Village shall continue its current practice of buying one (1) new item of winter

gear for all employees one time per year. Employees shall receive an annual boot allowance of two hundred dollars (\$200.00) with proper receipt reimbursement. The boot allowance shall increase to two hundred fifty dollars (\$250.00) with proper receipt reimbursement effective January 1, 2026, and shall further increase to three hundred dollars (\$300.00) with proper receipt reimbursement effective January 1, 2028.

SECTION 11.3 TRAINING AND LICENSE CERTIFICATION REIMBURSEMENT

When the Village requires an employee to attend training or attend classes to receive or maintain a Village-required certification, the Village will pay the costs for such approved training, subject to the Village's policies as may be modified from time to time. Employees must contact their non-bargaining unit supervisor or Department Head for approval prior to registering for job-specific training courses.

The Village agrees to compensate all bargaining unit employees required to attend training for time spent in training at the appropriate rate of pay. Employees may submit for expense reimbursement pursuant to Village policy as may be modified from time to time.

SECTION 11.4 DRUG AND ALCOHOL TESTING

The Drug and Alcohol Policy is attached in Appendix A.

SECTION 11.5 PROTECTIVE CLOTHING

When the Village requires employees to wear items of protective clothing and safety gear, the Village shall provide such items, including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses. Failure to wear required protective clothing shall result in discipline.

SECTION 11.6 NO SOLICITATION

The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Winnetka Public Works Department or the Village of Winnetka.

Bargaining unit members agree that the Village name, logo or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Winnetka Public Works Department" in their name or describe themselves as the "Village of Winnetka." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining and other benefits to certain public works employees employed by the Village. This paragraph does not apply to the solicitation efforts of Local 150 or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

SECTION 11.7 RETIREMENT BONUS

Employees hired before January 1, 2012 are eligible to receive a retirement bonus based on their regular straight time rate of pay at the time of retirement. Eligible employees who provide formal written notice of retirement to the Village between sixty (60) and eighty-nine (89) days from the date of their retirement are qualified to receive a retirement bonus. Eligible employees who provide written notice of retirement to the Village in less than sixty (60) or greater than ninety (90) days from the date of their retirement are not eligible to receive a retirement bonus.

Retirement bonus payments are calculated based on continuous years of service as follows:

25 years or more	1 month's regular pay
20-24 years of service	75% of 1 month's regular pay
15-19 years of service	50% of 1 month's regular pay

**ARTICLE 12
SUBCONTRACTING**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Village contracts out work in a general area that would result in the layoff of any non-probationary bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to meet and negotiate the matter at least twenty-one (21) days before the date an existing non-probationary bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such negotiations may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out.

**ARTICLE 13
NO STRIKE/NO LOCKOUT**

SECTION 13.1 NO STRIKE

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass

resignations, mass absenteeism, refuse to cross a picket line, picketing during working hours, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so.

Each employee who holds the position of officer 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. In the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work and use their best efforts to achieve a prompt resumption of normal operations.

SECTION 13.2 DISCIPLINE OF STRIKERS

Any employee who violates the provisions of Section 19.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act. An employee disciplined for violating this Article shall have no recourse to the grievance procedure as a way to challenge the severity of the Employer's discipline, except for the limited purpose of disputing whether he violated Section 19.1 in the first instance.

SECTION 13.3 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 13.4 JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

ARTICLE 14 FILLING OF VACANCIES

SECTION 14.1 POSTING

Whenever the Village determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted electronically for ten (10) business days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 14.2 FILLING OF VACANCIES

The Village retains the final right to determine whether or not an opening should be filled, and by whom, pursuant to this Section. In the event the skill, qualifications, and experience of two or more applicants (internal or external) for a bargaining unit position posted under this Section are equal, as reasonably determined by the Village, then an existing employee with greater seniority will be offered the position first.

**ARTICLE 15
INSURANCE**

SECTION 15.1 HEALTH INSURANCE

The Village shall provide health insurance, life insurance, and dental insurance coverage and benefits for employees and their dependents on the same basis as provided to the Village’s non-represented employees. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure, or to adopt a Health Maintenance Organization (“HMO”), high deductible, or PPO plan for the provision of life insurance, medical benefits, or dental benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are the same as offered to the Village’s non-represented employees and provided the changes are not arbitrary and capricious.

Employees shall pay the same amount towards the cost of health insurance as the Village’s non-represented employees, provided the insurance premium contributions shall not exceed the following amounts:

	Calendar Year 2022	Calendar Year 2023 and retroactive to 1-1-2023
Employee Only	11.5% of the total premium	12.5% of the total premium
Employee + 1	11.5% of the total premium	12.5% of the total premium
Family	12.0% of the total premium	12.5% of the total premium

SECTION 15.2 LIFE, DENTAL, AND VISION INSURANCE

The Village shall provide life insurance, dental insurance, and vision insurance to bargaining unit employees on the same basis as provided to non-bargaining unit employees.

SECTION 15.3 TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies.

Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in those policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee, or beneficiary of any Village employee.

**ARTICLE 16
WAGE RATES**

SECTION 16.1. PAY PLAN

Employees covered by this Agreement shall be paid pursuant to the Village’s pay plan, except as modified herein. Employees who are not yet at top pay are eligible to advance one step on their anniversary date if their overall performance rating is “Meets Expectations” on their performance review, or two steps if their overall rating on their performance review is “Exceeds Expectations” or “Outstanding.”

The step schedules for bargaining unit employees shall be as follows, effective January 1, 2026, and retroactive to that date for any employee employed by the Village on the date of ratification. The step schedule reflects wage increases of 3.50% effective January 1, 2026; 3.50% effective January 1, 207; 3.50% effective January 1, 2028; and 3.50% effective January 1, 2029.

Maintenance Worker & Refuse Collector- Non Grandfathered

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	\$67,324	\$69,680	\$72,119	\$74,643	\$77,255
B	2	\$69,337	\$71,764	\$74,276	\$76,876	\$79,566
C	3	\$71,420	\$73,920	\$76,507	\$79,185	\$81,957
D	4	\$73,560	\$76,135	\$78,800	\$81,558	\$84,412
E	5	\$75,770	\$78,422	\$81,166	\$84,007	\$86,947
F	6	\$78,040	\$80,772	\$83,599	\$86,525	\$89,553
G	7	\$80,381	\$83,195	\$86,106	\$89,120	\$92,239
H	8	\$82,797	\$85,695	\$88,695	\$91,799	\$95,012
I	9	\$85,282	\$88,266	\$91,356	\$94,553	\$97,863
J	10	\$87,839	\$90,913	\$94,095	\$97,388	\$100,797
K	11	\$90,471	\$93,637	\$96,914	\$100,306	\$103,817
L	12	\$93,187	\$96,448	\$99,824	\$103,318	\$106,934
M	13	\$95,985	\$99,344	\$102,821	\$106,420	\$110,144
N	14	\$98,859	\$102,319	\$105,900	\$109,606	\$113,442
O	15	\$100,980	\$104,515	\$108,173	\$111,959	\$115,877

Maintenance Worker & Refuse Collector - Grandfathered

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	\$69,275	\$71,699	\$74,209	\$76,806	\$79,494
B	2	\$71,347	\$73,844	\$76,428	\$79,103	\$81,872
C	3	\$73,490	\$76,062	\$78,724	\$81,480	\$84,331
D	4	\$75,695	\$78,344	\$81,086	\$83,924	\$86,861
E	5	\$77,966	\$80,695	\$83,519	\$86,443	\$89,468
F	6	\$80,303	\$83,113	\$86,022	\$89,033	\$92,149
G	7	\$82,712	\$85,607	\$88,603	\$91,704	\$94,914
H	8	\$85,199	\$88,181	\$91,267	\$94,461	\$97,767
I	9	\$87,751	\$90,822	\$94,001	\$97,291	\$100,696
J	10	\$90,388	\$93,551	\$96,825	\$100,214	\$103,722
K	11	\$93,096	\$96,354	\$99,726	\$103,217	\$106,829
L	12	\$95,889	\$99,245	\$102,719	\$106,314	\$110,035
M	13	\$98,768	\$102,225	\$105,802	\$109,505	\$113,338
N	14	\$101,727	\$105,287	\$108,972	\$112,786	\$116,734
O	15	\$103,908	\$107,545	\$111,309	\$115,204	\$119,237

Fleet Mechanic

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	\$74,035	\$76,627	\$79,309	\$82,084	\$84,957
B	2	\$76,257	\$78,926	\$81,689	\$84,548	\$87,507
C	3	\$78,544	\$81,293	\$84,138	\$87,083	\$90,131
D	4	\$80,905	\$83,737	\$86,668	\$89,701	\$92,841
E	5	\$83,330	\$86,247	\$89,265	\$92,390	\$95,623
F	6	\$85,832	\$88,836	\$91,945	\$95,163	\$98,494
G	7	\$88,402	\$91,496	\$94,699	\$98,013	\$101,444
H	8	\$91,055	\$94,242	\$97,540	\$100,954	\$104,487
I	9	\$93,787	\$97,069	\$100,467	\$103,983	\$107,622
J	10	\$96,603	\$99,984	\$103,483	\$107,105	\$110,854
K	11	\$99,497	\$102,980	\$106,584	\$110,314	\$114,175
L	12	\$102,486	\$106,073	\$109,786	\$113,628	\$117,605
M	13	\$105,556	\$109,250	\$113,074	\$117,031	\$121,127
N	14	\$108,725	\$112,530	\$116,469	\$120,545	\$124,765
O	15	\$111,054	\$114,941	\$118,963	\$123,127	\$127,437

Foreperson – Maintenance and Refuse

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	\$78,773	\$81,530	\$84,384	\$87,337	\$90,394
B	2	\$80,942	\$83,775	\$86,707	\$89,742	\$92,882
C	3	\$83,110	\$86,019	\$89,030	\$92,146	\$95,371
D	4	\$85,279	\$88,264	\$91,353	\$94,551	\$97,860
E	5	\$87,448	\$90,509	\$93,676	\$96,955	\$100,349
F	6	\$89,617	\$92,753	\$96,000	\$99,360	\$102,837
G	7	\$91,785	\$94,998	\$98,323	\$101,764	\$105,326
H	8	\$93,954	\$97,243	\$100,646	\$104,169	\$107,815
I	9	\$96,123	\$99,487	\$102,969	\$106,573	\$110,303
J	10	\$98,292	\$101,732	\$105,292	\$108,978	\$112,792
K	11	\$100,460	\$103,977	\$107,616	\$111,382	\$115,281
L	12	\$102,629	\$106,221	\$109,939	\$113,787	\$117,769
M	13	\$104,798	\$108,466	\$112,262	\$116,191	\$120,258
N	14	\$106,967	\$110,710	\$114,585	\$118,596	\$122,747
O	15	\$111,304	\$115,200	\$119,232	\$123,405	\$127,724

Foreperson – Fleet

		Current	3.50% 1/1/2026	3.50% 1/1/2027	3.50% 1/1/2028	3.50% 1/1/2029
A	1	\$85,485	\$88,477	\$91,573	\$94,778	\$98,096
B	2	\$87,877	\$90,953	\$94,137	\$97,431	\$100,841
C	3	\$90,270	\$93,430	\$96,700	\$100,084	\$103,587
D	4	\$92,663	\$95,906	\$99,263	\$102,737	\$106,333
E	5	\$95,056	\$98,383	\$101,826	\$105,390	\$109,079
F	6	\$97,449	\$100,859	\$104,390	\$108,043	\$111,825
G	7	\$99,842	\$103,336	\$106,953	\$110,696	\$114,571
H	8	\$102,234	\$105,813	\$109,516	\$113,349	\$117,316
I	9	\$104,627	\$108,289	\$112,079	\$116,002	\$120,062
J	10	\$107,020	\$110,766	\$114,643	\$118,655	\$122,808
K	11	\$109,413	\$113,242	\$117,206	\$121,308	\$125,554
L	12	\$111,806	\$115,719	\$119,769	\$123,961	\$128,300
M	13	\$114,199	\$118,196	\$122,332	\$126,614	\$131,045
N	14	\$116,591	\$120,672	\$124,896	\$129,267	\$133,791
O	15	\$121,377	\$125,625	\$130,022	\$134,573	\$139,283

Employees holding the job title of “Supervisor” prior to ratification of the parties’ initial collective bargaining agreement shall continue to hold that job title. The classification of “Supervisor” shall be eliminated by attrition. Any employees hired after

the “Supervisor” classification has been eliminated shall be classified as “Foreperson” and shall be paid at the wage rates listed above.

Employees in the current classification of Supervisor shall receive the following wage increases to the current Supervisor pay scales:

January 1, 2026 – 3.5%

January 1, 2027 – 3.5%

January 1, 2028 – 3.5%

January 1, 2029 - 3.5%

Any eligible employee hired on or after January 1, 2003, may participate in the Village’s performance based “merit pay” program, pursuant to Village policy.

The Village may in, in its discretion, begin an employee at a Step higher than Step A based on the employee’s prior work experience or market conditions, as determined by the Village in the sole exercise of its discretion.

SECTION 16.2. ACTING PAY

An employee who is temporarily assigned to fill in for a Supervisor or Foreperson for a full day shall receive \$45.00 per day for each day acting in such capacity.

ARTICLE 17 SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the Article, section or portion thereof specified in the board, agency or court decision, and the remaining parts or portions of this Agreement shall remain in full force and effect. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof, if requested by either party in writing within thirty (30) days after the date the Article, Section or portion thereof was invalidated.

ARTICLE 18 ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated

to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The Union reserves its right to bargain over mandatory subjects of bargaining if not contemplated by the parties during negotiations nor permitted by the Management Rights Clause, and its right to impact or effects bargaining; the Village shall have the right to implement changes on a temporary basis pending the outcome of any impact or effects bargaining. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

**ARTICLE 19
TERMINATION**

This Agreement shall be effective as of January 1, 2026 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, _____, after being first ratified by the Union's membership and then by the Village's President and Village Council.

LOCAL 150 PUBLIC EMPLOYEES
DIVISION

THE VILLAGE OF WINNETKA, ILLINOIS

By: _____

By: _____

James M. Sweeney, President

Bob Dearborn, Village President

By: _____

By: _____

Deanna M. Distasio, Attorney

Kristin Kazenas, Village Manager

APPENDIX A

Section 7 – Employment and Safety Policy and Regulations for Employees Holding Commercial Driver’s Licenses

7.1 Introduction

Both the United States Congress and the Illinois Legislature have enacted laws aimed at increasing safety in the transportation industry. In 1986, Congress passed the Commercial Motor Vehicle Safety Act (CMVSA), which requires individual states to adopt new licensing procedures and uniform testing standards for drivers of commercial vehicles. In Illinois, the Uniform Commercial Drivers' License Act (UCDLA) sets out licensing and safety regulations for drivers of commercial vehicles. In addition, the Illinois Motor Carrier Safety Law adopts the federal Motor Carrier Safety Regulations of the U.S. Department of Transportation.

Under these state and federal laws and regulations, operators of Commercial Motor Vehicles must have a Commercial Drivers' License (CDL). In addition, the Village, as the owner of a fleet of Commercial Motor Vehicles, must establish a policy covering the employment and qualifications of commercial vehicle operators.

As of January 1, 1995, Federal Highway Administration Rules also require alcohol and drug testing of CDL employees. The federal rules were issued pursuant to the Omnibus Transportation Employee Act (the "Act") of 1991, which requires alcohol and drug testing of safety sensitive employees in the aviation, motor carrier, railroad, and mass transit industries. The Act applies to municipalities, and the rules have broadly defined safety sensitive employees to include CDL employees in public works and water and electric utilities.

7.2 Purpose

It is the purpose of these "Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses" (the "Policy"), to define the categories of employees who must obtain and maintain a valid CDL before operating a Village-owned Commercial Motor Vehicle, and to establish safety regulations and identify the conditions and requirements with which those vehicle operators must comply.

7.3 Scope of Policy

This Policy applies to all Village employees in positions which require the operation of a Commercial Motor Vehicle as part of the regular job responsibilities or primary work assignments and to employees who may be required to operate a Commercial Motor Vehicle in emergency or call-back situations.

7.4 Definitions

For purposes of the Policy, the words and phrases listed below shall have the meanings ascribed to them as follows:

- A. Commercial Motor Vehicle. A motor vehicle for which a commercial driver's license is required, including:
 - 1. a vehicle with a Gross Vehicle Weight Rating (GVWR) of 26,001 pounds or more;
or
 - 2. a vehicle designed to transport 16 or more persons.

Firefighting equipment is not included in the definition of Commercial Motor Vehicle.

- B. Commercial Driver's License ("CDL"). A driver's license issued to an individual by the State of Illinois, authorizing that person to drive a certain class of Commercial Motor Vehicle.
- C. CDL Employee. An employee of the Village whose regular job responsibilities or primary work assignment requires the operation of a vehicle for which a CDL is required, and employees who are required to operate commercial vehicles in emergency and call-back situations which includes employees in either Public Works or Water & Electric Departments:
- D. CDL Activities. Operation of a Commercial motor vehicle or performance of any work with a motor vehicle that is subject to CDL licensing requirements.
- E. Safety-Sensitive Function. All time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include all time waiting to be dispatched, all time inspecting, servicing or conditioning any commercial motor vehicle, all time spent at the driving controls of a commercial motor vehicle in operation, all time in or upon any commercial motor vehicle, all time supervising or assisting in loading or unloading a vehicle, and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

7.5 CDL Employee Responsibilities

7.5.1 Valid CDL Required

Every CDL employee must obtain a valid CDL within 3 months of the date of employment by the Village and must thereafter maintain and renew his/her CDL when due. Each employee shall provide a copy of his/her current CDL to be maintained on file with Human Resources.

- i. Failure to acquire a valid CDL within 3 months of the date of employment will result in the CDL employee's immediate termination.
- ii. Any CDL employee who loses his/her CDL driving privileges during the training period (see Employee Handbook) shall be terminated from village employment.
- iii. Any CDL employee who allows his/her CDL to expire, shall be considered to have lost his/her CDL and shall be subject to the provisions of Section 7.7 of this policy.

7.5.2 Reporting Suspension, Revocation, or Cancellation of CDL

- i. Any CDL employee whose CDL is suspended or revoked for violating the Illinois law requiring personal insurance while operating a personal vehicle must report the suspension or revocation to his/her supervisor within one working day of the notification or revocation.
- ii. Any CDL employee must notify his/her supervisor of any suspension, revocation or cancellation of his/her driving privileges, and any disqualification or out-of-service action, within one working day of the notification of such action. The notice shall be given on the "Commercial Driver's License Suspension Notification" form. A copy of this form is attached to this Policy as Exhibit A.

7.5.3 Reporting Traffic Violation Convictions

Any CDL employee who is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee's personal vehicle whether in the State of Illinois or any other state, must report such conviction to his/her supervisor within one working day of the conviction. The notice shall be

given on the "Commercial Driver's License Report of Traffic Conviction" form. A copy of the form is attached to this Policy as Exhibit B.

7.5.4 Alcohol and Drug Testing Required

Every CDL employee is required to submit to alcohol and/or drug testing in accordance with Section 7.6 of this Policy, as required by State and Federal Law.

7.5.5 Prohibited Activities

The following listed activities are strictly prohibited and any CDL employee who engages in any such activity shall be subject to disciplinary action, up to and termination:

- i. The operation of any Village-owned Commercial Motor Vehicle without holding a valid CDL, unless the employee is a firefighter or firemedic vehicle operator or is otherwise exempt by law from the CDL requirement.
- ii. The operation of any Village-owned Commercial Motor Vehicle by a CDL employee who has been placed "out-of-service" by a police officer for driving a Commercial Motor Vehicle while having any alcohol, other drug, or both, in the CDL employee's system, or for refusing to submit to or failing to complete an alcohol or other drug test or tests pursuant to the Commercial Driver Implied Consent provisions of the Uniform Commercial Driver's License Act (UCDLA), as adopted by the State of Illinois.
- iii. Operating a Commercial Motor Vehicle or performing safety-sensitive functions under any of the following circumstances:
 - a. while using alcohol;
 - b. while having a blood alcohol concentration of 0.04 or greater;
 - c. within four (4) hours of using alcohol;
 - d. refusing to submit to an employer's alcohol or drug test;
 - e. using alcohol within eight (8) hours after an accident or until after a post-accident test.
 - f. if the driver tests positive or has adulterated or substituted a test specimen for drugs
- iv. Operation of a Commercial Motor Vehicle by a CDL employee who is under the influence of, impaired by, or has any controlled substance in his/her system, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance may adversely affect his or her ability to safely operate a commercial motor vehicle.
- v. The unauthorized use by a CDL employee of a controlled substance at any time, whether on or off duty.
- vi. Failure of a CDL employee to notify his/her supervisor, in accordance with Section 7.5.2 above, of a loss of driving privileges or disqualification for a CDL.
- vii. Failure of a CDL employee to notify a supervisor of a traffic violation conviction, as required by Section 7.5.3 above.

7.6 Alcohol and Drug Testing of CDL Employees

7.6.1 Alcohol and Drug Testing Required

Pursuant to federal law, all CDL employees are required to submit to alcohol and drug testing under the conditions described in the following sections.

- i. Pre-employment. Any person applying for a position requiring a CDL or being transferred to a position requiring a CDL from one in which a CDL was not required, must submit to

- alcohol and drug testing before being hired or transferred. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.
- ii. **Post-Accident.** Any CDL employee must make himself/herself available for drug and alcohol testing after a motor vehicle accident if: (1) the accident involves a fatality; or (2) the CDL employee receives a citation for a moving traffic violation related to the accident when the accident causes bodily injury to a person who immediately received emergency medical treatment away from the accident scene or involves damage to a vehicle that requires the vehicle to be towed away from the accident scene. Employees must notify a supervisor as soon as safely possible after an accident. Alcohol testing will occur within two (2) hours and a drug test within thirty-two (32) hours following the accident. An employee subject to a post-accident test shall remain readily available for such testing, or may be deemed to have refused to submit to testing.
 - iii. **Reasonable Suspicion.** Any CDL employee must submit to alcohol and/or drug testing when a supervisor observes behavior or appearance (including speech, odor or actions) that is characteristic of alcohol or drug misuse and which creates a reasonable belief on the part of the supervisor that an alcohol or drug violation has occurred. For reasonable suspicion of alcohol, the observance must be made immediately before, during or after the performance of CDL activities. Reasonable suspicion of drug misuse can be based upon observations made at any time.
 - iv. **Random.** CDL employees are subject to drug and alcohol tests throughout the year on a random, unannounced basis just before, during or after the employee's performance of any CDL activities.
 - v. **Return to Work and Follow-Up.** Any CDL employee who has violated any alcohol or drug conduct standards and is not discharged must submit to alcohol and drug testing prior to returning to work, in order to determine the CDL employee's eligibility to do so. No employee will be permitted to resume safety sensitive functions after a positive drug or alcohol test unless the driver has a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02. The CDL employee must submit to at least six (6) unannounced follow-up tests during the first twelve (12) months after he/she returns to duty as a CDL employee. Upon recommendation of a Substance Abuse Professional (SAP), follow-up testing may be extended for up to sixty (60) months following a CDL employee's return to work.

7.6.2 Random Alcohol Testing Requirements

Random alcohol testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing the previous year.

7.6.3 Random Drug Testing Requirements

Random drug testing shall be conducted on unannounced dates and times and with unpredictable frequency throughout the year. The number of random tests in any year is determined by a formula set by federal rules based on the number of positive test results from the testing in the previous year.

7.6.4 Alcohol Testing Procedures

- i. **Screening Test.** A screening test for blood alcohol is performed using Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

- ii. Confirmation Test. If the blood alcohol concentration on the screening test is 0.02 or greater, a second test shall be conducted to confirm the blood alcohol concentration level.
- iii. Negative Test. Any blood alcohol test showing a concentration of less than 0.02 shall be considered a negative test.

7.6.5 Drug Testing Procedures

- i. Prohibited Substances. Drug testing is conducted to determine the presence of any of the following drugs in a CDL employee's urine:
 - a. marijuana (THC metabolite)
 - b. cocaine
 - c. amphetamines
 - d. opioids
 - e. phencyclidine (PCP).
- ii. Method of Testing. Drug testing is conducted by analyzing a CDL employee's urine specimen. The urine specimen is divided into two split-samples, with testing being performed on one split-sample, and the other split-sample being reserved for a split-sample test, if necessary. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS).
- iii. Medical Review Officer. Pursuant to federal regulations, the Village will use the services of a Medical Review Officer (MRO), who shall be responsible for receiving laboratory results of CDL employee drug tests. The MRO is a physician, licensed to practice medicine in the State of Illinois, who has both knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate an employee's test results along with the employee's medical history and any other relevant biomedical information. The MRO will be from the offices of occupational Medicine Evanston-Glenbrook Associates (OMEGA), which currently provides prescribed medical evaluations for the Village. The Village may select a successor provider or MRO whenever it finds it necessary to do so.
- iv. Screening Test. The first test is a screening test, to determine if any of the specified prohibited substances are present.
- v. Confirmation Test. If the screening test is positive for one or more of the prohibited substances, then a confirmation test for each drug identified in the screening test is performed on the remainder of the tested urine sample. The confirmation test is a gas chromatography/mass spectrometry (GC/MS) analysis.
- vi. Request for Split-Sample Test. If a confirmation test is required, the MRO shall notify the CDL employee. The CDL employee will then be entitled to request a confirming test on the untested split-sample at the employee's expense, provided he/she requests the test of the split-sample within seventy-two (72) hours.

7.6.6 Effect of Positive Test for Alcohol or Drugs

- i. Positive Alcohol Test.
 - a. A CDL employee who has a confirmation test blood alcohol concentration of 0.02 or greater shall be removed from driving-related duties for twenty-four (24) hours.
 - b. A CDL employee who has a confirmation test blood alcohol concentration of 0.04 or greater shall be immediately removed from performing safety sensitive functions until the employee has a return-to-duty alcohol test with an alcohol concentration of less than 0.02 and/or a negative drug test.
- ii. Positive Drug Test.
 - a. Any CDL employee who has a positive result on the confirmation drug test shall be immediately be removed from performing safety sensitive functions.

- b. Any CDL employee who has a positive result on the confirmation drug test shall be interviewed by the MRO in addition to being immediately removed from driving a Village motor vehicle.
 - iii. Discipline
 - a. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who has an alcohol test with an alcohol concentration of 0.04 or higher or a confirmed positive drug test shall be subject to disciplinary action, up to and including discharge, even for the first offense.
 - b. Pursuant to the Village's independent authority and separate from the requirements of the Federal regulations, a driver who refuses to submit to a required drug or alcohol test (including having an adulterated or substituted specimen) will be subject to discipline, including discharge, even for the first offense.
 - c. Pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, an employee who fails to follow any recommendation of a SAP. In addition, pursuant to its independent authority and separate from the requirements of the Federal regulations, the Village reserves the right to discipline, up to and including discharge, any driver who has an alcohol test with an alcohol concentration less than 0.04.
 - iv. Return to Work After Positive Alcohol or Drug Tests.
 - a. Any CDL employee who has a confirmed blood alcohol concentration of 0.02 or greater, but less than 0.04, may return to driving-related duties after twenty-four (24) hours, in the absence of other discipline.
 - b. Any person removed from driving a Village motor vehicle for having a confirmed blood alcohol concentration of 0.04 or greater, or for having a positive result on a confirmation drug test, who is not otherwise discharged, shall not be allowed to resume the operation of a Commercial Motor Vehicle except under the following conditions:
 - i. the CDL employee must be evaluated by a SAP; and
 - ii. the CDL employee must comply with any treatment and/or rehabilitation recommended by the SAP; and
 - iii. the CDL employee must test negative in a return-to-work drug or alcohol test; and
 - iv. the CDL employee must demonstrate compliance with all other applicable state and local requirements.

7.6.7 Confidentiality of Alcohol and Drug Test Results

- i. All alcohol and drug testing results and records will be maintained under strict confidentiality by the Village, the drug testing laboratory, the MRO and, where applicable the SAP.
- ii. Except as provided in the preceding paragraph A., alcohol or drug testing results will be released only in the following circumstances:
 - a. to third parties, when the CDL employee has given written consent;
 - b. to Department of Transportation agencies, when license or certification actions may be required;
 - c. to a decision-maker in a grievance, arbitration, litigation or administrative proceeding arising from a positive test result or employee-initiated action; or
 - d. where otherwise required by law.

7.7 Effect of Loss of Commercial Driver's License

7.7.1 "Loss of License" Defined

As used in this section "Loss of License" means the revocation, suspension, cancellation or expiration of a CDL, or the disqualification of a person from eligibility for a CDL.

7.7.2 Reinstatement of License Required

In the event of a loss of a CDL license by a CDL employee, the CDL employee will have up to (60) days in which to reinstate the CDL (License Reinstatement Period). Extension of this time period will be reviewed on a case by case basis.

7.7.3 Leave of Absence

During the License Reinstatement Period, the CDL employee will be placed on a leave of absence with the time off being charged to available accrued personal, vacation, or sick leave. If the paid leave is not sufficient or exhausted, the remainder of the leave of absence will be without pay.

7.7.4 Termination

- i. If a CDL employee is unable to regain his/her CDL by the end of the License Reinstatement Period, the employee shall be subject to immediate termination.
- ii. A lifetime disqualification from holding a CDL will result in a CDL employee's immediate termination.

7.7.5 Application for Reinstatement

An employee terminated from employment with the village for the loss of CDL driving privileges may apply for reemployment, if a position is available, after regaining his/her CDL. Reemployment of the former employee shall be at the sole discretion of the Village.

7.8 Commercial Driver's License Disqualifications

7.8.1 General

A CDL employee may be disqualified from operating a Commercial Motor Vehicle for traffic, alcohol, drug or other violations of Illinois law. The disqualifications may be temporary or lifetime. Because any CDL disqualification, whether temporary or lifetime, will affect the employee's status as a Village employee, it is important to know what actions can lead to disqualification.

The following sections list violations that are grounds for disqualification under Illinois' Uniform Commercial Driver's License Act (UCDLA). The list is provided for the employee's information. It is intended to provide examples rather than an exhaustive listing. All CDL employees are expected to become familiar with the UCDLA and are expected to comply with it at all times.

- i. **Mandatory Temporary Disqualification for First Violation.** A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than twelve (12) months for the first occurrence of a violation of any of the following:
 - a. refusing to submit to, or failing to complete, a test of a driver's blood alcohol concentration while driving a Commercial Motor Vehicle; or
 - b. operating a Commercial Motor Vehicle while the blood alcohol concentration of the driver is 0.04 or greater; or
 - c. operating a Commercial Motor Vehicle while any amount of the drug, substance or compound in the person's blood or urine results from the unlawful use or consumption of a controlled substance; or

- d. conviction of driving a Commercial Motor Vehicle while under the influence of alcohol, or any other drug or combination of drugs; or
 - e. knowingly and willfully leaving the scene of an accident while operating a Commercial Motor Vehicle; or
 - f. committing a felony while operating a Commercial Motor Vehicle.
- ii. Mandatory Temporary Disqualification for Certain Traffic Violations.
- a. A person is disqualified from driving a Commercial Motor Vehicle for a period of not less than two (2) months if convicted of two (2) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents, occurring within a three (3) year period.
 - b. A person will be disqualified from driving a Commercial Motor Vehicle for a period of not less than four (4) months if convicted of three (3) serious traffic violations, committed in a Commercial Motor Vehicle, arising from separate incidents within a three (3) year period.
 - c. Following are examples of serious traffic violations as defined by the UCDLA:
 - i. a single speeding charge of 15 miles per hour or more above the legal speed limit
 - ii. reckless driving
 - iii. following too closely
 - iv. improper or erratic traffic lane changes
 - v. a violation of any state law or local traffic control ordinance in connection with a fatal traffic accident
 - vi. holding more than one driver's license in violation of Section 6-501 of the UCDLA
 - vii. failing to have a valid CDL as required by Section 6-507 of the UCDLA

7.8.2 Disqualification for Life

The following violations can lead to a lifetime disqualification from holding a CDL:

- i. A second conviction for any offense, or combination of offenses, listed in Section 7.5.5 above.
- ii. Using a Commercial Motor Vehicle in the commission of any felony involving the manufacture, distribution, or dispensing of a controlled substance, or possession with intent to manufacture, distribute or dispense a controlled substance.

CDL Exhibit A



Village of Winnetka Commercial Driver's License Suspension Notification Form (CDL Policy Exhibit A)



This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position loses CDL driving privileges. The employee must complete and submit this form to the his supervisor **before the end of the next working day following the employee receiving notice of a suspension, revocation, cancellation, lost privilege or disqualification of a CDL.**

To be completed by employee

Employee Name: _____ Department: _____

Driver's License #: _____ Position Title: _____

Penalty Received: Suspension Part of License Affected: Basic Privileges Only
 Revocation License Affected: CDL Privileges Only
 Cancellation License Affected: Basic and CDL Privileges
 Lost Privilege

Date employee received the notice of loss of CDL driving privileges: _____

Attach copy of the notice and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based:

Date CDL driving privileges will be restored: _____

Date basic driving privileges will be restored (if applicable): _____

Did the offense/violation occur in a commercial motor vehicle? Yes
 No

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Routing: Original to Human Resources and a copy to the Department Head

CDL Exhibit B



Village of Winnetka Commercial Driver's License Report of Traffic Conviction (CDL Policy Exhibit B)



This form is to be completed when a Village of Winnetka employee who is required to hold a Commercial Driver's License (CDL) as a requirement of his position is convicted of any traffic violation (except parking violations), regardless of whether the employee was driving a commercial motor vehicle (CMV), non-CMV, or the employee's personal vehicle. The employee must complete and submit this form to his supervisor **before the end of the next working day following the employee receiving notice of the conviction.**

To be completed by employee

Employee Name: _____ Department: _____

Driver's License #: _____ Position Title: _____

Location where the offense/violation occurred:

City County State

Date of violation: _____ Date of Conviction: _____

Date employee received the notice of loss of CDL driving privileges: _____

Attach copy of the notice of conviction and any applicable summons, ticket, or citation issued.

Describe the specific offense/violation upon which the loss of CDL driving privileges is based, as well as the penalty imposed by the conviction:

Did the offense occur in a commercial motor vehicle? Yes
 No

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Note: Completing this form does not excuse the employee from completing any required notifications to the Illinois Secretary of State.

Routing: Original to Human Resources and a copy to the Department Head

APPENDIX B

3.2.5 Sick Leave Benefits

The Village provides all full-time employees with the opportunity to accrue sick leave benefits that may be used for periods of temporary absence due to illnesses or injuries of themselves or immediate family members. For purposes of sick leave benefits, "immediate family members" are defined as the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Sick leave is not a privilege to be used at the employee's discretion, but rather a benefit for use in case of necessity and actual sickness or incapacity. The Village reserves the right to request documentation from a health care professional to verify proper use of sick leave.

3.2.5(a) Annual Sick Leave Accrual

Eligible employees will be credited with their sick leave benefits at the beginning of each calendar year as follows:

- Full-time employees assigned to a 37.5 hour work week schedule: 90 hours annually
- Full-time employee assigned to a 40 hour work week schedule: 96 hours annually

3.2.5(b) Maximum Accrual of Sick Leave

For all purposes under this Section 3.2.5, the maximum accrual of sick leave is 180 days.

3.2.5(c) Use of Sick Leave

Employees will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Paid sick leave can be used in minimum increments of one-quarter hour.

The Village may require an employee to submit to a medical exam to verify use of sick leave, fitness for duty, or for other business-related reasons.

If an employee is absent for three or more days due to his/her illness or the illness of an immediate family member, or as otherwise required to determine whether an absence may be for a qualifying reason under this policy, the employee may be required to submit certification by a physician of illness and ability to return to work. The failure to submit requested certification may result in the denial of paid sick leave benefits under this policy, disciplinary action, or termination.

3.2.5(d) Report of Absence

Employees who are unable to report to work due to illness or injury should notify their direct supervisor at least one hour before the scheduled start of their workday or according to Department policy. The direct supervisor must also be contacted on each additional day of absence. Failure to provide proper notice of or to report an absence because of illness or injury may result in the denial of paid sick leave benefits and/or disciplinary action. Notification of an absence does not guarantee approved use of benefit time for the absence. Employees must

provide their name, date, the time, the intention to use sick leave time, the general reason for using sick leave (i.e. personal illness, injury, family illness), and the anticipated date of return.

3.2.5(e) Calculation of Sick Leave Benefits

Sick leave benefits will be calculated based on the employee’s base pay rate at the time of absence and will not include any special forms of compensation, such as shift differentials.

3.2.5(f) Requests for Payment of Accrued Sick Leave (effective January 1, 2012)

Employees may be eligible to convert a portion of their unused sick leave each year. Requests for payment of accrued unused sick leave must be made in writing to the employee’s Department Head by September 1 to receive payment in the following fiscal year. Cashed-in sick pay will be included in the employee’s second payroll of the following fiscal year or as otherwise specified by the Village Manager.

1. Employees hired prior to January 1, 2012:
 - a. Sick leave in excess of 30 days up to the greater of the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 50% at the employee’s regular hourly rate.
 - b. Sick leave above the maximum number of accrued but unused sick leave days as of December 31, 2011 or 75 days may be cashed in at 30%.

Equivalents	30 Days	75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012:
 - a. Sick leave in excess of 60 days may be cashed in at 30% at the employee’s regular hourly rate.

Equivalents	60 Days	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee (40 hour work week)	480 hours	1,440 hours

3.2.5(g) Permanent Change in Hours of Work

If an employee experiences a change in position or duties that permanently changes the number of hours of duty per week, the accrued sick leave balance will be converted to an equivalent sick leave balance based on the new number of hours of duty.

3.2.5(h) Sick Leave at Employment Separation

An employee who separates from Village service in good standing is eligible to receive compensation for accumulated hours of sick leave at the hourly rate of pay the employee is earning at the time of separation according to the following provisions. To be considered in good standing, employees separating from service must actually work on their last scheduled day of employment.

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used must be repaid to the Village upon termination. With the employee's consent, the Village will deduct amounts due on a pro rata basis from the final paycheck. Any balance remaining must be paid directly by the employee.

Illinois Municipal Retirement Fund (IMRF)-eligible employees have the option of using unpaid/unused sick days to receive additional IMRF service credit at retirement in accordance with IMRF provisions.

Earned and unused sick leave in excess of 60 days (480 hours) not converted for IMRF service credit will be compensated as follows:

1. Employees hired prior to January 1, 2012
 - a. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination that are in excess of 30 days up to the maximum as set forth in subparagraph c below.
 - b. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave days accrued but not used as of the date of termination up to the maximum as set forth in subparagraph c below.
 - c. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave days as of December 31, 2011 or 75 days.
 - d. All sick leave days accrued but not used as of the date of termination that are above the maximum set forth in subparagraph c above will be paid at 30% of the employee's then current regular hourly rate of pay.

Equivalents	30 Days	75 Days or 12/31/2011 Sick Leave Balance (whichever is greater)	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	225 hours	562.5 hours	1,350 hours
8.0 hour employee (40 hour work week)	240 hours	600 hours	1,440 hours

2. Employees hired on or after January 1, 2012

- a. Compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave days accrued but not used in excess of 60 days.

3.2.5(i) Death Benefit

In the case of

Equivalents	60 Days	180 Days/Max Sick Leave Accrual
7.5 hour employee (37.5 hour work week)	450 hours	1,350 hours
8.0 hour employee (40 hour work week)	480 hours	1,440 hours

the death of an employee while actively employed with the Village, a death benefit of 100% of the employee's sick leave balance will be paid to the employee's spouse or domestic partner, or if no spouse or domestic partner, to the employee's estate at the employee's hourly rate of pay.