Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: February 20, 2024

Item: Memorandum of Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926

Staff Recommendation: Motion to Adopt a Resolution Authorizing the City Manager to Execute the Memorandum of Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926

Staff Contact: Craig Snyder, Chief of Fire Rescue
Julie Meyer, Director of Human Resources

Background:

House Bill 220 became effective June 1, 2022, which allows additional Fire Department ranks to unionize. Previously, any firefighters above the rank of "company officer" (i.e. a Battalion Chief) automatically qualify as "supervisors" and were therefore excluded from the firefighter collective bargaining unit. Under the new legislation, Battalion/Bureau Chiefs may join the union.

The union indicated in February 2023 that the three Battalion Chiefs and two Bureau Chiefs signed cards to join the union and the Illinois Labor Relations Board (ILRB) certified the addition of the Battalion Chiefs and Bureau Chiefs to the Crystal Lake Firefighters IAFF Local 3926 on September 20, 2023.

The City and the Union came to a Tentative Agreement on February 8, 2024.

The proposed Agreement provides additions to the current Collective Bargaining Agreement to include the Battalion and Bureau Chiefs. The key changes to the contract are highlighted below:

- Change from salaried to hourly effective at the pay period following City Council approval.
- In the event a Battalion or Bureau Chief is assigned to act as the Fire Chief, they will be paid 5% above their current hourly rate.

- Bureau Chiefs will be granted an additional 8 hours of holiday pay, on City recognized holidays, paid to the employee VEBA plan, which is consistent with all other employees in the bargaining unit and existing Battalion Chiefs.
- Loss of 24 personal benefit hours, which is consistent with all other employees in the bargaining unit.
- New wage structure with steps with the starting pay 5% above a Step 4 Lieutenant (max). This eliminates existing wage compression, where Lieutenants serving as Acting Battalion Chief were compensated at a higher rate of pay than first year Battalion/Bureau Chiefs.

The union ratified this Agreement on February 15, 2024.

Votes Required to Pass:

Simple Majority.

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute the Memorandum of Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926.

DATED this 20th day of February, 2024

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: February 20, 2024

APPROVED: February 20, 2024

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is entered into this _____ day of February, 2024 by and between the City of Crystal Lake (the "City") and the Crystal Lake Professional Firefighters Association Local 3926 of the International Association of Firefighters Association (the "Union") (collectively, the "Parties").

1. The Parties hereby agree to amend their existing collective bargaining agreement, only as set forth below:

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-99-81, S-RC-24-009 and S-RC-07-049, the City recognizes the Union as the exclusive bargaining agent for all Battalion Chiefs, Bureau Chiefs and full-time sworn Firefighters, Firefighter Paramedics, Fire Lieutenants and Fire Lieutenant Paramedics employed within the City's Fire Rescue Department, but excluding all part-time Firefighters, part-time Firefighter Paramedics and part-time Firefighter EMT's and all sworn Fire Rescue employees with the rank of Deputy Fire Rescue Chief and Fire Rescue Chief; all supervisors, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, and all other employees of the City of Crystal Lake, Illinois.

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a full-time firefighter or firefighter/paramedic, ~~or~~ Lieutenant or Battalion/Bureau Chief, except for economic benefits which are related to seniority as provided in this Agreement, which shall be defined as the employee's length of continuous full-time service with the City. Employees who transfer from another City of Crystal Lake department into the Fire Rescue Department will be allowed to carry over any accrual balances and begin accruing benefits equivalent to his/her continuous length of full-time service to the City of Crystal Lake. Should the employee have Personal Business time in his/her accrual bank, they should either use that time prior to the date of transfer or upon transfer, unused Personal Business hours will be converted to his/her sick leave accrual bank.

Section 5.4: Eight Hour Shifts. The normal work day and work week for Bureau Chiefs regularly assigned to eight hour shifts shall be 40 hours, based upon 5 eight-hour shifts, with up to a 60-minute unpaid meal period provided each day, subject to emergency duties. Hours of work shall be between 7:00 am –5:00 pm subject to the discretion of the Fire Rescue Chief.

The normal work day and work week for other employees temporarily assigned to eight-hour shifts (for purposes other than training), shall be 40 hours, based on five eight-hour shifts, with a 30-minute unpaid lunch period provided each day, subject to emergency duties. Hours of work shall be 8:30 am – 5:00 pm and may be subject to change at the discretion of the Fire Rescue Chief. Employees temporarily assigned to eight-hour shifts shall not be required to return to shift prior to 0700 the following

Monday. Probationary firefighters may be subject to special work day/week schedules due to training or scheduling.

Section 5.6: Overtime. The City may assign overtime work as provided in Sections 5.8, 5.9, 5.10 and 5.11 below, and such assignments (except those made under Section 5.8 below) shall not be refused by employees. The overtime rate of pay for employees assigned to 24-hour shifts shall be 1-1/2 times their regular straight-time hourly rate of pay (as noted in the wage appendices B through E). Overtime hours shall be considered as nonscheduled hours worked in excess of the normal work schedule when worked upon specific direction or approval of the Fire Chief or his designee. Except for emergency hire backs, employees assigned to eight-hour shifts shall be paid one and one-half their regular straight-time hourly rate of pay (annual salary divided by 2,080 hours) for all hours worked in excess of 40 hours. If a Bureau Chief works overtime for a 24 hour shift assignment or for a callback, the overtime rate will be the equivalent to 1-1/2 times the Battalion Chief hourly rate.

The following is added to Section 5.15, Acting Out of Classification Pay:

> In the event the Fire Chief or the Chief's designee assigns a Battalion or Bureau Chief to act as the Fire Chief, the Battalion or Bureau Chief shall be paid five percent (5%) above their current hourly rate. Acting out classification pay is earned on an hour for hour basis. If an individual is acting in a higher rated position on an overtime basis, the acting up pay shall be added to the base wage first, and then multiplied by the appropriate overtime rate.

Section 6.1: Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, if hired prior to the tenth (10^{th}) of the month, but if hired after the tenth (10^{th}) of the month, the employee will begin earning credit in the following month, but cannot use vacation time until after it is earned and until after the first six (6) months of employment. No vacation will accrue during an unpaid leave of absence.

P Vacation allowances shall be earned based on the following tables for employees working a twenty-four (24) hour shift:

Firefighter Paramedic Vacation Schedule **Period Earned**	**Shifts Per Year** **Earned by 24 Hour Personnel**
Hire to month before 1st Anniversary	3 shifts
1st Anniversary to month before 5 th Anniversary	5 shifts
5th Anniversary to month before 9 th Anniversary	7 shifts
9th Anniversary to month before 15 th Anniversary	8 shifts

15 th Anniversary to month before 19 th Anniversary	10 shifts
19 th Anniversary and on	12 shifts

*Lieutenants and Battalion Chiefs will follow vacation accrual schedule inserted below. This schedule does not include any Personal Business time.

***Lieutenants and Battalion Chiefs Vacation Schedule Period Earned**	**Shifts Per Year Earned by 24 Hour Personnel**
5th Anniversary to month before 9 th Anniversary	8 shifts
9th Anniversary to month before 15 th Anniversary	9 shifts
15 th Anniversary and on	12 shifts

Vacation allowances shall be earned based on the following table for Bureau Chiefs working a 40-hour week:

Period Earned:	Hours earned per month	Hours earned per year
From appointment to before 15th anniversary	14.67	176.04
15th Anniversary and on	18	216

Section 6.3: Scheduling. Employees shall select their vacation preference within their shift in accordance with their needs and the needs of the Department on a first requested, first received basis. Only three (3) full-time shift personnel (~~bargaining unit~~ Firefighters and Lieutenants) per shift (Vacation/Kelly/Floating Holiday) may be off at any one time during the months of March, April, May, September, October and November. Only one (1) of these three (3) can be a Lieutenant. This may be expanded to four (4) full-time shift personnel (~~bargaining unit~~ Firefighters and Lieutenants) per shift during the months of January, February, June, July, August and December. Only one (1) of these four (4) can be a lieutenant. Lieutenants will be given two (2) exemption days (per lieutenant) where two (2) lieutenants will be allowed off on benefit time (vacation/Kelly) as defined in this section and at the approval of the Fire Rescue Chief. Exemption days must be requested no less than 7 days in advance of the requested time off. Exemption days cannot be utilized on a holiday as defined in Section 7.1 Holidays. Notwithstanding the foregoing, scheduling of vacation days for Battalion/Bureau Chiefs and Kelly time for Battalion Chiefs shall be subject to the approval of the Fire Chief, which shall not be arbitrarily and capriciously withheld.

Vacations may be accrued in an amount not to exceed one and one-half (1-1/2) times the employee's annual accrual rate except if an employee is incapable of using such days because the employee is off work because of workers' compensation leave or unable to schedule due to lack of available days. Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized. Vacations may be scheduled with a minimum of eight (8) hours usage per request, as long as the 8 hour block does not bridge over 1900 hours.

Section 7.2. Holiday Pay. Employees scheduled to work on a holiday shall do so. Holiday pay shall be paid on the following basis:

i. If an employee works on a holiday, compensation shall be at the employee's straight-time hourly rate of pay for each hour worked, plus eight (8) hours pay at the employee's straight-time rate of pay for the holiday.

ii. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive compensation equivalent to eight (8) hours at the employee's straight-time rate of pay in lieu of a day off.

iii. For those employees assigned to eight (8) hour shifts due to an alternate duty assignment, holiday pay will be granted as eight (8) hours of holiday pay at the employee's regular shift rate of pay (not the alternate duty hourly rate).

iv. For Bureau Chiefs assigned to a 40-hour workweek, holiday pay will be granted as eight (8) hours of holiday pay at the employee's regular rate of pay, *i.e.*, the employee will receive the day off with pay, and eight (8) hours of holiday pay.

v. An employee may request time off as vacation time on a holiday subject to approval by the Chief or his designee. If the holiday is requested as time off, the entire shift (24 hours) must be taken. The employee will be required to utilize twenty-four (24) hours of accrued benefit leave and will be eligible for compensation equivalent to (8) hours' pay at the employee's straight-time rate of pay for the holiday.

vi. If an employee utilizes sick time during a holiday, the employee will be required to utilize twenty-four (24) hours of accrued sick benefit leave and will be eligible for compensation equivalent to eight (8) hours pay at the employee's straight-time rate of pay for the holiday. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse.

vii. For purpose of this Article, a holiday shall be considered 7:00 a.m. of the holiday until 6:59 a.m. of the following day.

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of eight (8) hour increments. Sick leave for Battalion Chiefs and Bureau Chiefs can be taken on an hour for hour basis, subject to approval by the Fire Chief or the Chief's designee, which shall not be arbitrarily and capriciously withheld. If an employee leaves sick during the course of the shift, the employee will be charged hour for hour for the remaining hours of the shift upon notification to the Fire Rescue Chief or his designee. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed one (1) shift day or twenty-four (24) hours sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of twelve (12) hours earned on the first day of each month for a total of one hundred forty four (144) hours per year. For employees regularly assigned to a forty (40) hour work week, sick leave will be computed on the basis of eight (8) hours earned on the first day of each month for a total of ninety-six (96) hours per year. Sick leave may be accumulated to a maximum of eighty (80) shifts (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 11.2: Annual Clothing Allowance. Effective May 2011, an annual clothing allowance account of five hundred and twenty five dollars ($525.00) shall be credited to each Firefighter Paramedic and Lieutenant ~~employee~~ for reasonable repair and/or replacement of station uniforms. Unused funds shall not carry over to next fiscal year. All orders for annual clothing allowance must be submitted by March 15 to facilitate the payment of bills. Only department approved uniforms may be purchased with clothing allowance funds. Special items of an individual nature not listed may be purchased with clothing allowance funds where deemed appropriate by and with prior written approval of the Fire Chief.
The purchase of station uniforms for Battalion and Bureau Chiefs is not subject to the allowance identified above, but any such purchases are subject to advance approval by the Fire Chief or the Chief's designee.

The wages for Battalion Chiefs and Bureau Chiefs shall be as attached, effective May 1, 2024.

Section 15.3. Retroactivity. The City agrees to apply the wage schedule to active status employees covered by this Agreement on a retroactive basis, with such wage adjustments made retroactive to May 1, 2022 on all hours compensated by the City. *Active status employee is defined as an individual who is being actively paid by the City and/or on approved FMLA. An employee deemed by the City to have retired in good standing on or after May 1, 2022 shall also be entitled to retroactivity under this Section. The new wage schedule for Battalion Chiefs and Bureau Chiefs shall become effective May 1, 2024, or upon settlement of all amendments to this Agreement applicable to such positions, whichever occurs later.

2. **Effective Date**. This MOA is effective immediately upon execution, provided the overtime changes shall become effective commencing with the first full payroll period following ratification by the Union and approval by the City Council.

AGREED:

IAFF Local #3926	**City of Crystal Lake**
By: _____	By: _____
Title: _____	Title: _____

Battalion Chiefs and Bureau Chiefs wages effective May 1, 2024.

5/1/2024		
Step 4 LT	$	134,163
BC		
Step 1	$	140,871
Step 2	$	143,688
Step 3	$	146,562
Step 4	$	149,493

5/1/2025		
Step 4 LT	$	138,184
BC		
Step 1	$	145,093
Step 2	$	147,995
Step 3	$	150,955
Step 4	$	153,974

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: February 20, 2024

Item: Collective Bargaining Agreement between the City of Crystal Lake and the International Union of Operating Engineers Local 150

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a Collective Bargaining Agreement between the City of Crystal Lake and the International Union of Operating Engineers Local 150.

Staff Contact: Mike Magnuson, Director of Public Works and Engineering
Julie Meyer, Director of Human Resources

Background:

Forty-one of the sixty-two employees in the Public Works and Engineering Department are represented by the International Union of Operating Engineers Local 150. Public Works crews have been represented by the Union since 2006. The current five-year contract expired on April 30, 2023. A new collective bargaining agreement between the City of Crystal Lake and the Union, is being presented to the City Council for consideration. This is a mature contract and the fifth successfully negotiated contract with this Union.

The proposed contract provides the City and our Public Works employees a three (3) year contract period beginning May 1, 2023. The key changes to the contract are highlighted below:

- Probationary period extended from six months to twelve months.
- $30 increase to the weekly on-call pay beginning May 1, 2023, increasing an additional $50 per week beginning May 1, 2025.
- An additional two vacation days to employees with 19 or more years of service. This is comparable to the market.
- Rather than a clothing stipend plus a separate clothing reimbursement, provide only a clothing stipend to all employees, payable two times per year (less applicable taxes), including the discontinuation of the uniform service for the Fleet Technicians. This change includes a $50 stipend increase.

- Revisions to the divisional job requirements of the various positions in the union.
- Annual increases to the Public Works Pay Plan at the levels of 3% in year one, 3% in year two and a new Step 10 for Level III, and 2.75% for the last year of the contract. This will ensure wages are competitive in the Chicagoland labor market.

This contract was ratified by the Union members on February 13, 2024.

Votes Required to Pass: Simple Majority.

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute the Collective Bargaining Agreement between the City of Crystal Lake and the International Union of Operating Engineers Local 150.

DATED this 20th day of February, 2024

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: February 20, 2024

APPROVED: February 20, 2024

A G R E E M E N T

BETWEEN

CITY OF CRYSTAL LAKE

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150

2023-2026

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A G R E E M E N T

BETWEEN

CITY OF CRYSTAL LAKE

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150

PREAMBLE

THIS AGREEMENT has been made and entered into by and between the City of Crystal Lake, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, and to provide the best possible services for the citizens of Crystal Lake. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships and the City and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1: Recognition As certified by the Illinois State Labor Relations Board, the City recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

> INCLUDED: All full-time and regular part-time employees in the City of Crystal Lake in the following classifications: Program Coordinator, PWS Facility Operator, PWS Distribution System Operator, Maintenance Worker, WW Collection System Operator, Laboratory Technician, Pre-Treatment Coordinator, WW Facility Operator and Auto Technician and Parts Clerk.
>
> EXCLUDED: Director, all Superintendents, all Supervisors for the Divisions of Streets, Water and Sewer, and Wastewater, Assistant to the Director of Public Works, Laboratory Supervisor, Administrative Assistants, Office and Clerical Employees, Seasonal Laborers,

and all other employees of the City of Crystal Lake and all supervisory, confidential and managerial employees as defined in the Illinois Public Labor Relations Act.

Section 1.2: Probationary Period Any employee hired after January 1, 2024is is probationary for the first twelve (12) months of employment. (Employees hired prior to January 1, 2024 are probationary for the first six months of employment.) 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 a new employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the City without recourse to the grievance procedure.

Section 1.3: New Classifications The City 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. The City shall negotiate with the Union, as appropriate, the wages and working conditions for any such classification.

Section 1.4: Fair Representation The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union. The Union agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action asserting that the Union has violated its duty of fair representation.

Section 1.5: Gender Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.6: Definition of Immediate Family The immediate family shall be defined to include the employee's spouse, children, siblings, parents, grandparents, (this includes relationships of "great," "step," and "half") and the employee's spouse's parents.

Section 1.7: Residency Employees are required to live within a 20 nautical (air) mile radius for emergency call back purposes. Those bargaining unit members currently residing outside of the 20 nautical (air) mile radius may maintain their current residency. Any future change of residency by an employee living outside of the 20 nautical (air) mile radius must be to within the 20 nautical (air) mile radius of the Municipal Complex.

Section 1.8: Posting and Filling of Vacancies Whenever the City 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 on a bulletin board for ten (10) working days. During this period, employees who wish to transfer divisions may apply for such a transfer in the event that a vacancy may be created as a result of the original vacancy being filled internally. Employees may not voluntarily transfer Divisions in the first year of their employment unless approved by the Director. Employees on a Performance Improvement Plan (PIP) may not transfer Divisions. Employees who voluntarily transfer Divisions may not voluntarily transfer again within three (3) years unless approved by the Director.

When vacancies occur in the bargaining unit, the City will fill those vacancies by offering employment to the most qualified employee for the position or an employee who could become qualified with a reasonable period of training, not to exceed ninety (90) days (taking into account performance, skills and ability, should two or more employees be equal in performance, skills and ability, seniority will be used as a tie-breaker). Should no employee apply, be qualified or could become qualified within ninety (90) days for the position, there shall be no prohibition upon the City from hiring an outside candidate. Should two employees be equally qualified and have the same seniority date, the selection shall be determined by a coin toss.

ARTICLE II
UNION SECURITY

Section 2.1: Dues Deduction Effective upon the signing date of this contract, the Employer agrees to deduct from the pay of those employees who are Union members any or all of the following: Union membership dues, assessments, or fees; Union sponsored credit and other benefit programs. 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. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union (this will be done electronically when possible). The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues deduction from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article XXII of this Agreement (No Strike/No Lockout). If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues. The Union shall advise the City of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. The Union shall certify the current amount of Union deductions.

Section 2.2: Indemnification The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

Section 2.3: Bulletin Board The City shall provide the Union with a designated space for a Union bulletin board upon which the Union may post notices of a non-inflammatory, non-local political nature. Prior to posting any materials on the bulletin board, the Union shall provide a copy of the posting to the Director of Public Works or his designee. The Union will limit the posting of Union notices to said bulletin board. The bulletin boards shall be posted in two designated locations: one in the Wastewater office and one near the reception office in the Public Works garage.

Section 2.4: Labor-Management Meetings The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly in each operating Division and at least twice a year with the Director of Public Works. Attendance at these meetings will be upon mutual agreement. Such meetings may be requested by either party by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues
- other issues of concern.

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

Due to unexpected or emergency operations, the Director of Public Works may cancel or reschedule a Labor Management conference. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5: Union Communications If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see Section 2.5 above). Just as with the bulletin board, prior to posting any materials on the electronic bulletin board, the Union shall provide a copy of the posting to the Director of Public Works or his designee. The Union will limit the posting of Union notices to said electronic and standard bulletin board.

Section 2.6: Union Activities The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as to not impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. 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.

ARTICLE III
MANAGEMENT RIGHTS

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

Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes (either natural or man-made), the provisions of this Agreement may be suspended provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
SENIORITY

Section 4.1: Definition of Seniority Seniority shall be defined as an employee's length of continuous full-time service as a public works employee with the City since his last date of hire, excluding any unpaid break in service as defined in Section 4.4 of this Section, or temporary service.

If required by law, time spent in the armed forces on military leave of absence and time loss duty related disability shall be included.

Section 4.2: Seniority List Within two (2) weeks of the effective date of this Agreement, and thereafter on or before December 31 of each year, the City will provide the Union, at the address designated by it, with a seniority list setting forth the order of seniority of each member of the bargaining unit. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Union, and the City may thereafter rely on such list as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each public works employee shall be maintained for inspection by members and shall be updated.

Section 4.3: Non-Accrual of Seniority No employee shall accrue seniority during any period of time while on an unpaid leave of absence.

Section 4.4: Termination of Seniority An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged for just cause (probationary employees without just cause);

(c) retires;

(d) is absent for three (3) consecutive work days without notice and without just cause;

(e) falsifies the reason for a leave of absence;

(f) fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;

(g) if after being laid off, fails to report as required after having been recalled;

(h) has been laid off for a period of one (1) year.

Section 4.5: Purpose of Seniority Employees shall be allowed preference according to seniority on all Sections of this Agreement that specifically designate seniority as an accounting procedure.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1: Application of Article This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, per month or per year.

Section 5.2: Workday and Workweek The normal workday for all full time employees is eight (8) consecutive hours and the workweek is normally forty (40) hours of work Monday through Friday. The normal work hours for full time employees are 7:00 a.m. to 3:00 p.m. with a one-half (½) hour paid lunch period, with the following exceptions:

Should the Employer require a change in the normal workweek in other than temporary emergency circumstances, the City shall bargain such change with the Union. Should this bargaining result in impasse, the parties agree to use Section 14, Interest Arbitration.

Employees are to be dressed in uniform and ready to begin work at the 7:00 a.m. start time and will remain in uniform until the end of work period, generally 3:00 p.m.

Section 5.3: After Hours Emergency Operations/ Callback

5.3 a After hour emergency call back operations shall be governed by the Public Works Department "Emergency Callback Policy" dated 03/05/2019 attached as Appendix C. In the event that the terms of this policy conflict with specific provisions of the contract, the contract will take precedence.

5.3 b In order to compensate employees during their weekly on call status, On Call Pay will be granted to each of the listed on-call bargaining unit members on the weekly Public Works Duty Roster posted each Monday. On call employees must abide by the requirements of the Emergency Callback Policy. This compensation only applies to the water plant on call (1), water distribution and sewer system on call (1), streets on call (1), lift station on call (1), wastewater treatment plant on call (1) and fleets on call (1) for a total of six (6) per week. On Call pay, will be $200 per week effective May 1, 2023 which said amount shall increase to $250 effective May 1, 2025. On call employees shall respond to notifications (phone calls and texts) within 15 minutes of receiving the notification. Failure for on-call employees to respond within 15 minutes will result in forfeiture of on-call compensation for that week. Two instances of repeated failure to respond may result in a suspension.

5.3 c Minimum Overtime Call-Out Pay All non-exempt division members who are required to return to work following the end of normal work hours, shall be eligible for a minimum of 2 ½

hours of Overtime Pay. Overtime pay provisions will apply to the full number of hours worked outside of normal working hours. Should department members be required to continue working beyond their normal hours, overtime pay provisions will be applied to all hours worked beyond the normal 40 hours worked and the 2-½ hour minimum overtime pay does not apply. Should a department member be called into work prior to the normal starting time, overtime pay provisions are applied to those hours worked beyond the normal 40 hours per week and the department member is only eligible for 2 ½ hours of Overtime Pay if called out more than 2 ½ hours prior to the divisions normal start time for that day.

5.3d Remote Electronic Response Section 5.3c Minimum Overtime Call-Out pay shall not apply to employees assigned to perform remote monitoring of the Water, Wastewater, or Facilities systems via a mobile electronic device unless a physical response is required. An employee assigned to monitor the above systems on such occasions shall instead be paid one (1) hour at the appropriate overtime rate per remote response. Responses will be prompted by an alarm at the plant or in the conveyance/collection systems. The parties agree that such payment will normally exceed the hours worked performing such assignment. If during the one-hour period there are additional alarms that require response, the employee shall not be entitled to receive additional pay for the period already being compensated. Should additional time be needed to perform the assignment, however, advance approval by the employee's Supervisor or Superintendent is required. If an employee cannot resolve an alarm after attempting to do so remotely, and a physical response is needed, the physical response will be covered by Section 5.3c in addition to the compensation under this section. If during the 2 ½ hour call our period, there are additional alarms that require response, the employee shall not be entitled to receive additional pay.

Section 5.4 Lunch Period Bargaining unit employees shall be granted a one-half (1/2) hour paid lunch near the midpoint of each work shift. Lunchtime for all divisions shall generally be between Noon and 12:30 p.m. Employees will be permitted up to ten (10) minutes of drive/wash up time in addition to the lunch. However, where the requirements of the job dictate that employees work through their lunch period and the supervisor so assigns them to keep working, employees shall be allowed to leave work thirty (30) minutes early with supervisor approval. Employees required to work through their lunch period who cannot leave early shall be compensated one-half (1.2) hour at the appropriate overtime pay rate.

Section 5.5: Mandatory Rest Period Public Works employees are not required to work more than sixteen (16) hours straight without having at least a minimum of eight (8) hours rest. The only exception to this rule is in situations of emergency. An employee may be permitted to work beyond a sixteen (16) hour period per the emergency call back policy, with supervisor permission if in the supervisor's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employees, at their election and with the approval of the Division Superintendent or Designee, may use benefit leave including vacation, personal business, and compensatory leave during their mandatory rest period if it coincides with their regular working hours.

Section 5.6: Overtime Compensation Overtime shall be paid for all hours worked in excess of the normal workday or workweek. Any unpaid hours shall not be counted as time worked for overtime purposes. Except as otherwise set forth in this Agreement, employees shall be paid overtime pay at the rate of one and one-half (1.5) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include those hours for which the employee receives pay from the

City. Overtime shall be assigned as needed by the Director of Public Works or his designee(s) pursuant to this Article V.

Section 5.7: Compensatory Time Off This paragraph shall remain effective through April 30, 2014. Employees must request the use of Compensatory time at least 72 hours before their use when practicable. Requests made seventy-two (72) hours in advance shall be approved/denied within twenty-four (24) hours of the request when practicable. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than eighty 80 hours of compensatory time at any given time. Hours over 40 shall be "bought out" by the employer during October of each contract year. The use of compensatory time will remain according to past practice and procedure and compensatory time may be used in fifteen (15) minute increments. In the event of the employee's death, compensation for all unused compensatory time shall be paid to his/her beneficiaries.

This paragraph shall become effective as of May 1, 2014. Employees must request the use of Compensatory time at least 72 hours before their use when practicable. Requests made seventy-two (72) hours in advance shall be approved/denied within twenty-four (24) hours of the request when practicable. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not earn more than eighty 80 hours of compensatory time in any fiscal year, nor shall an employee's comp time bank exceed 80 hours at any time. Each fiscal year, an employee may sell back up to 40 hours of compensatory time to the City. (*Example 1:* If an employee begins a fiscal year with 80 hours in the bank, the employee may not earn any more comp time until he uses a portion of the 80 hours, and in no event may the employee earn more

than 80 hours in a fiscal year. If the employee uses all of the 80 hours he carried over from the prior fiscal year, however, he would still be eligible to earn and use an additional 80 hours during the current fiscal year. *Example 2:* If an employee sells back 40 hours, he still cannot earn a total of more than 80 hours of comp time in a fiscal year). The use of compensatory time will remain according to past practice and procedure and compensatory time may be used in fifteen (15) minute increments. In the event of the employee's death, compensation for all unused compensatory time shall be paid to his/her beneficiaries.

Section 5.8: Overtime Distribution The Employer agrees to distribute overtime as equally as possible amongst those employees within each Division who usually perform the type of work at issue. The employee working on any job that extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. The Employer otherwise will offer voluntary overtime opportunities to employees on the basis of a revolving list in each division. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of the established division list. The same procedure shall be used for mandatory overtime. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment. The Employer shall make a good faith effort to contact personnel in list order and if personnel are not immediately reachable, shall move on to the next employee on the list with no rights or claims for overtime remaining with the unreachable employee.

The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time, other non-bargaining unit City employees or temporary personnel on said overtime without violating the Agreement.

Section 5.9: 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 5.10: Snow and Ice Control Staffing Notification to report for duty and assignment of employees to snow and ice control operations shall be in accordance with the "City of Crystal Lake Snow and Ice Control Staffing Policy" attached as Appendix D.

Section 5.11 Scheduled Time Off (Non-Snow Season) The number of full-time employees scheduled off at one time shall not be more than the following per division from April 16th through November 14th:

Division	Scheduled Off
Streets	4
Water and Sewer	2 water operators, 3 other
Wastewater	3
Fleet and Facility Services	2

Scheduled time off, as it relates to this section, shall include hours scheduled for vacation, personal business, compensatory time, and scheduled sick time/FMLA, workers compensation leave or other unpaid leaves. Additionally, the Superintendent may, at his discretion, allow more than the allotted number of employees off at any given time.

ARTICLE VI
HOLIDAYS

Section 6.1: General Information All full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veterans' Day;
7. Thanksgiving Day;
8. The day after Thanksgiving;
9. Christmas Eve;
10. Christmas Day

Section 6.2: Specific Applications

(A) If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off and Sunday holidays shall be designated as Monday off.

(B) In the event an employee does not work the scheduled day before or the day after the holiday, the employee may be required to provide satisfactory proof of illness or otherwise excused absence before receiving holiday pay.

Section 6.3: Holiday Pay All full time employees shall receive eight (8) hours pay for each holiday. Overtime shall be paid at the rate of 2 times the regular rate of pay for all hours worked on the following actual holidays, regardless of date of City observance: Fourth of July, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day (and Labor Day and Veteran's Day commencing 2019) and no double time pay shall be due for any hours worked on the day any of the foregoing holidays are observed by the City, should the date of observance be on a different day. For all other City scheduled holidays, employees who work on a holiday shall be compensated at one and a half (1 1/2) times their regular rate of pay.

Section 6.4: Personal Business Time All regular, full-time employees who are employed on May 1st of each year, with at least one year of service, will be granted 28 hours of personal business time during the fiscal year. Employees hired after May 1st of each year shall accrue 2.33 hours of personal business time on the 1st of each month until the end of the fiscal year (April 30th). If employment began on or before the tenth day of the month, the 2.33 hour accrual for that month will be allowed. If employment began after the tenth day of the month, the employee will begin earning the 2.33 hour accrual in the following month.

Personal business can be used for personal business appointments, medical or dental appointments and time off for other personal reasons. Normally, employees must request personal business leave at least 24 hours in advance and receive approval from the Department Director or designee. Personal business may not be used in less than fifteen-minute increments.

Personal business must be used by April 30th of each fiscal year or it will be added to the employee's sick leave accrual. Personal business leave is not paid as a benefit at separation (termination, retirement, resignation, etc.).

ARTICLE VII
VACATIONS

Section 7.1: Vacation

Bargaining unit employees shall earn paid vacation days on a monthly basis in accordance with the following schedule:

Period Earned	Days Per Month Earned by Non-Exempt
Hire to month before 1st anniv.	5/12
1st anniv. to month before5th anniv.	12/12
5th anniv. to month before 9th anniv.	15/12
9th anniv. to month before 15th anniv.	17/12
15th anniv. to month before 19th anniv.	22/12
19th anniv. and on	24/12

Section 7.2: Vacation Usage

A) A Vacation Day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

B) Employees may accumulate up to one and a half (1 1/2) years of accumulation of vacation time. Accumulation of additional time would be an exception and must be approved in writing by the City Manager. In the event an employee was denied the opportunity to utilize vacation due to a business necessity, the City will allow additional carryover, to ensure that such an employee has a reasonable opportunity to utilize their vacation time.

C) New employees shall be eligible for vacation usage after successfully completing six (6) months of service.

D) Vacation may be used in increments of one (1) hour~~s~~ or more.

E) Vacation time may be approved for the same time period in which the employee is scheduled to be on call so long as bargaining unit members remain available for on-call assignments that fall outside of their scheduled hours.

Section 7.3: Accumulated Vacation at Separation Upon separation, an employee or his estate in the event of his death shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.

Section 7.4: Vacation Selection Vacation requests may be submitted to the Superintendent or his designee on a first-come, first-served basis within each department. Simultaneous requests shall be considered in order of seniority. Written vacation leave requests made at least five (5) work days in advance shall be approved or denied within one (1) work day of the request, when practicable.

ARTICLE VIII
SICK LEAVE

Section 8.1: Accrual and Accumulation All full time bargaining unit employees shall be credited with one sick day per month. Sick leave will be computed on the basis of 8 hours earned on the first day of each month for a total of 96 hours per year. Sick leave may be accumulated to a maximum of 240 days (1920 hours).

If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 8.2: Sick Leave Use Sick leave shall be allowed primarily in the event of actual sickness or disability or non-work related injury of the employee, or for an employee's medical appointment. All employees shall notify their supervisors of their illness or medical appointment prior to the normal reporting time to receive pay for the time absent.

In addition to employee illness, sick leave may be used for medical or dental appointments, illness or injury in the immediate family and the birth of an employee's child (or the adoption of an employee's child) but not to exceed six (6) days sick leave usage. Should additional time be required in the case of birth or adoption of a child, the employee must utilize his rights under the Family and Medical Leave Act (FMLA-See Section 9.2)

Section 8.3: Physicians Certification/Physical Examination

A. In cases of suspected abuse, the Director of Public Works, or his designee(s), may require a physician's certificate, at the employee's cost, as a condition of granting sick leave of any duration.

B. The Director of Public Works, or his designee, will normally require an employee who is off on sick leave for more than three (3) consecutive workdays to submit a physician's certificate to the Director of Human Resources or Human Resources staff member. The certification should indicate the specific nature of the illness or injury and a prognosis as to the earliest date when the employee will be able to return to work. In the event the employee does not return to work within the time frame established by the physician, the City may require the employee to have the physician's certificate updated.

C. The Director of Public Works may also require an employee to submit to a complete physical by a physician designated by the City when, in his reasonable judgment, the performance of the employee has become seriously limited by virtue of impaired health. The cost of such examination shall be the responsibility of the City. Should an employee disagree with the physician, he shall have the right to submit a report from a doctor of his own choosing and at his own expense. Should there be a disagreement between the two doctors, the employee and the City shall mutually select a neutral third doctor whose opinion shall control. The cost of the third doctor shall be borne equally by the employee and the City.

Section 8.4: Sick Leave Buy Back Employees hired prior to May 1, 2013 who use less than three (3) days sick leave in the one-year period between May 1 and April 30 may receive payment for the difference between three (3) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after May 1, 2013 are not eligible for this payment.

Section 8.5: Separation/Retirement Employees hired prior to May 1, 2013 with over 40 days (320 hours) sick leave accumulation will receive payment of one-half of the accumulation up to a maximum of 60 days (480 hours) upon termination in good standing. Employees hired after May 1, 2013 are not eligible for this payment. The last month worked shall be credited towards the sick leave accumulation if the employee reported to work at least ten working days during the month. Termination in good standing is defined for this paragraph as retirement (eligible for retirement benefits under IMRF), or voluntary resignation with at least a 10-working-day prior written notice to the department head and the return of all City property. The payment of accrued sick leave shall also apply to an employee who dies while a full-time employee if the employee has accumulated 40 days (320 hours) of sick leave. In the case of retirement under IMRF, any unused, unpaid sick

leave remaining shall be reported to IMRF and may qualify for service credit (up to 240 days maximum).

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1: Bereavement Leave Bereavement leaves of up to 24 work hours per incident shall be granted with pay due to a death in a full time employee's immediate family with notification to the Director or his designee. However, if an employee is off on sick leave benefit time, they cannot substitute bereavement leave during this period.

A. Immediate family is defined as spouse, children, siblings, parents, grandparents (this includes relationships of "great," "step," and "half"), and the employee's spouse's parents or any other member of the household dependent upon the employee for care.

Section 9.2: Family and Medical Leave The City of Crystal Lake follows the terms of this Act concerning family and medical leaves, and reserves its rights under this Act to require appropriate certifications from the employee's or family member's health care provider. Employees are required to notify the City of their intended absence under this Act at least 30 days in advance or as early as practicable. In addition, it is the requirement of the City that employees must use the appropriate accrued sick leave, vacation and/or personal business until depleted during any leave under this Act.

Section 9.3: Jury Duty or Witness Leave An employee whose service on a jury, or appearance in court as a witness in a case related to work, occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. This Section does not apply to any case where the employee is testifying against the City, unless subpoenaed to do so.

Section 9.4: Military Leave Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal

business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 9.5: Leave for Illness, Injury or Disability (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave if so required by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Director of Public Works or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 9.6: Benefits While on Leave

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the City will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification or in a

lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

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

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

Section 9.7: Alternate Duty Per the City of Crystal Lake policy on Alternate Duty, employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. Department Directors and supervisors will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, and the department director wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the restricted duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Director of Public Works and the City Manager.

There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the department director, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

ARTICLE X
INSURANCE

Section 10.1: Coverage The City shall make available to non-retired employees of the Public Works Collective Bargaining Unit and their dependents substantially similar group health insurance coverage and benefits as that provided to the other employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by law. The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization, Preferred Provider Organization plan or other appropriate plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2: Cost Containment The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3: Cost Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City employees.

Section 10.4: Life Insurance Active employees eligible for the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5: Terms of Insurance Policies to Govern The extent of coverage under the insurance plan documents (including HMO or PPO plans) 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 the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6: Employee Assistance Plan (EAP) Bargaining unit employees shall have access to the City's Employee Assistance Plan at the same time and in the same way as other City employees.

ARTICLE XI
EMPLOYEE TRAINING AND EDUCATION

Section 11.1: Compensation for Training The City agrees to compensate all bargaining unit employees for all normal work hours spent at training, schools, and courses that the City requires an employee to attend. A city vehicle will be made available for the employee's use to travel to training. If, for some reason, a city vehicle is not available and an employee must use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles from the municipal complex one way shall be paid at the rate set by the Director of Finance, consistent with Citywide policy. Employees shall be provided meals or reimbursed the cost of meals upon turning in receipts. In the event that an employee needs to stay overnight at such training/school session, the City will reimburse the employee the cost of lodging upon turning in receipts.

Section 11.2: Educational Reimbursement The purpose of the Tuition Reimbursement Program is to encourage employees to pursue continued education that will benefit the employee and the City of Crystal Lake. Participation in the program is subject to the availability of funds.

Eligibility Requirements

1. Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectations" in their most recent performance evaluation, are eligible to request tuition reimbursement assistance.
2. Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.
3. Employees are eligible to request tuition reimbursement for the following academic instruction: high school, vocational, associate's degree/courses, non-degree technical or management seminars outside of regular working hours, undergraduate degree/courses and graduate degree/courses

Procedure for Evaluation of Tuition Reimbursement Requests Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program" form. Request to pursue a degree program must be made no later than September 30th prior to the next fiscal year (May 1st). Request to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The department director shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement." The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

1. The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.
2. The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.
3. Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.
4. The cost of the tuition for the course
5. The availability of budgeted funds.
6. Employee's individual work record.

Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction:

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds.
- Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.
- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.
  - Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

- The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in your taxable income.
- Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.
- Tuition reimbursement does not include mileage, fees, lodging, books and special

materials such as computer related items or incidental expenses.

- Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

1. Submit to the Department Director, following the class:
   - A completed "Statement of Educational Expenses" form
   - Receipts for all expenses for which reimbursement is requested; and,
   - Verification of the grade received in the course.
2. Submit to the Department Director, the executed "Agreement for Repayment of Educational Expenses" form, and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

3. The Department Director shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

Section 11.3: CDL License and other Certifications The City shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of obtaining or renewing said license (including all City required CDL endorsements). When it is necessary for an employee to use a City vehicle in order to complete the testing process to obtain, upgrade, renew or reinstate a CDL license, or if the employee (through no fault of his own) is required to go to a CDL testing

facility, this process may be undertaken during normal work hours. Routine renewals of CDL license, including endorsements, shall be done on the employee's own time.

The City supports employees achieving job specific certifications. The City will pay for the cost of certification exams. The City will cover the costs for re-examinations required due to test failure up to three (3) times. To ensure that the City will pay for the costs of certifications and licenses the process to pursue such certifications and licenses must be approved through the Director of Public Works or his designee prior to signing up for a class or test. The City will pay for professional affiliation or association fees and/or continuing education requirements that the City requires the employee to maintain.

ARTICLE XII
SAFETY

Section 12.1: Unsafe Conditions Employees and Employer are expected to conduct themselves and to perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

Section 12.2: Safety Meetings The parties shall hold safety meetings at mutually agreeable times and places.

ARTICLE XIII

UNIFORMS AND EQUIPMENT

Section 13.1: Clothing Allowance Prior to May 1, 2024, the City shall provide up to $400 dollars reimbursement and a $200 clothing stipend (less applicable taxes) per year of the contract for work related clothing (shirts, pants, outerwear, etc.,) and boots for all bargaining unit employees (other than Automotive Technicians as their uniforms are obtained through a rental service and they will receive a safety boot allowance of $175.00 per year). Effective May 1, 2024, the City shall provide a $650 clothing stipend (less applicable taxes) per year of the contract, payable in two separate $325.00 payments in their paycheck on or around the May 1 and November 1 payroll period for work related clothing (shirts, pants, outerwear, etc.,) and boots for all active bargaining unit employees. All bargaining unit employees will receive up to five (5) work t-shirts per year as needed. All new employees and Automotive Technicians shall have twelve (12) months to comply with the requirements of displaying the approved Public Works monogram on all outer layer clothing items worn on the torso. A newly hired employee shall be entitled to the full $325 clothing stipend if hired between May 1 and October 31, and the full $325 if hired between November 1 and April 30, *i.e.,* there will be no proration.

All clothing and boots worn by bargaining unit employees must comply with all applicable City policies including, but not limited to, the Department of Public Works Protective Footwear Policy, the City of Crystal Lake Personnel Policy Manual, and any applicable safety standards and policies for work being performed, or expected to be performed, by bargaining unit employees.

The employees shall display the approved Public Works monogram on all outer layer clothing items worn on the torso (e.g., shirts, jackets, vests). New articles of clothing worn on the torso

purchased by the employee shall be provided to the City for embroidery. The City shall coordinate and send out the clothing and have the articles embroidered at City expense every two months.

Section 13.2: Protective Clothing The City shall provide all necessary items of protective clothing and safety gear pursuant to state and federal regulations. The city will provide additional protective work wear as defined below:

Work gloves (winter, waterproof and general purpose)

Disposal nitrile gloves

Pull over boots (yellow boots or buckle boots)

Steeled toe "firemen boots" (Water and Sewer, and Wastewater Divisions-only)

Section 13.3: Use of City Equipment and City Facility The City provides all bargaining unit employees with the appropriate tools and equipment to effectively conduct his or her work assignment. City employees are prohibited from using City facilities and City equipment for personal use and/or personal financial gain. Employees may use the City facilities to wash their personal vehicle. Employees may only use the wall spigot for washing their vehicles. Use of City facilities for this purpose shall only be done during non-working hours and without interference with City business. Use of City facilities for this purpose shall be at the employee's own risk.

Section 13.4: Prescription Safety Glasses The City provides safety goggles for all employees. For those employees required to wear a respirator to conduct their work, the City shall pay for a prescription lens for the individuals' respirator as necessary.

ARTICLE XIV

WAGES

Section 14.1: Wage Scale Employees covered by this Agreement shall be paid pursuant to the wage schedules which is attached hereto and incorporated herein as Appendix A.

2023-2024 Contract Year: 3% COLA ATB, retroactive to May 1 2023.

2024-2025 Contract Year: 3% COLA ATB (and new Step 10 for Level III. See attached wage schedule).

2025-2026 Contract Year: 2.75% COLA ATB

Section 14.2: Step Placement The attached wage schedule will apply, in terms of years of service, to employees employed on the date this Agreement is executed.

On each May 1 thereafter for the life of this contract, employees will be paid the new rate of pay for their step position, but will not change their step placement on May 1 (unless May 1 is their actual anniversary date of hire). Employees will be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position), provided the employee has received a "satisfactory/ meets expectations" or better evaluation by the City for work performed during the prior year. Step movement will not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Employees will either be placed in Level I (Maintenance Worker I and Laboratory Technician, Parts Clerk), Level II (Maintenance Worker II, Distribution and Collection Operators) or Level III (PWS/WWW Facility Operators, Automotive Technicians, Pre-treatment Coordinator and Program

Coordinators). For employees hired prior to May 1, 2013, movement from a Level I Maintenance Worker to a Level II Maintenance Worker will be based on satisfactory performance and demonstrated proficiencies in job duties and appropriate equipment. All of these Level I Maintenance Workers shall be provided opportunities to train to become proficient in their job duties and on the appropriate equipment so that they may advance to a Level II Maintenance Worker. If the employee who was hired prior to May 1, 2013, meets all the criteria as described above, as the employee moves from top step in Level I, he or she is placed in Step 1 in Level II. An employee whose start date is after May 1, 2013 may move from a Level I to a Level II or Level III position as the need is identified by the Director or his designee and as that employee meets the divisional requirements of a Maintenance Worker Level II or Level III, as shown on the tables below.

Notwithstanding the foregoing, an employee in Level I may move to Level II and be placed above Step 1, should the City find that such employee meets the criteria in the following chart and has superior skills, ability and performance that would warrant such advanced placement. Likewise, an employee may be moved from Level I directly to Level III, in the event there is a Level III vacancy the City has elected to fill, and provided the employee has the requisite skills, qualifications and demonstrated ability for the Level III position, as determined by the City.

REQUIREMENT	**ALL DIVISIONS**
	LEVEL 1 STEP 2
CLASS A OR B CDL, with Tanker Endorsement , and No Air Brake Restrictions	X
Demonstrated proficiency in snow plow operation	X

Streets Division

REQUIREMENT	STREETS	
	LEVEL II	LEVEL III PC*
High aptitude for heavy equipment operation including but not limited to: Forestry Truck, Street Sweepers, Loaders, Backhoes, Plow Trucks, Grapple Truck, Aerial Lift, Wood Chipper, etc.	X	X
Thorough and demonstrated knowledge of chainsaw operation and maintenance and proficient operation of forestry equipment	X	X
For employees entering Streets after January 1, 2024: Possess a current and valid State of Illinois Commercial Pesticide License (Operator and Applicator/ROW) and Aquatics Pest Control for standing or running water		X
Possess and maintain a valid Arborist License		X

*** ADVANCEMENT TO LEVEL III LIMITED TO AVAILABLE LEVEL III POSITIONS**

Water & Sewer Division

REQUIREMENT	WATER & SEWER		
	LEVEL II	LEVEL III PC*	LEVEL III OPERATOR*
High aptitude for heavy equipment operation including but not limited to: Loaders, Backhoes, Sewer Jets, etc.	X	X	
Thorough and demonstrated knowledge of how to make repairs to the water distribution system and collection system	X	X	X
Possess and maintain a valid IEPA Class B or higher Public Water Supply Operator Certification or Class B or higher Operator In Training Certification with demonstrated experience.			X
Possess and maintain a valid IEPA Collection System Operator Certificate OR IEPA Class D Public Water Supply Operator Certification	X	X	
Ability to operate sewer televising equipment and code footage using PACP coding		X	
Knowledge and understanding of low voltage electrical systems and SCADA systems			X

*** ADVANCEMENT TO LEVEL III LIMITED TO AVAILABLE LEVEL III POSITIONS**

Wastewater Division

REQUIREMENT	WASTEWATER	
	LEVEL II	LEVEL III*
High aptitude for heavy equipment operation including but not limited to: Loaders, Backhoes, Sewer Jets, etc.	X	X
Thorough and demonstrated knowledge of Lift Stations; including operation, maintenance, and repair	X	X
Knowledge and understanding of low voltage electrical systems and SCADA systems	X	X
Possess and maintain a valid IEPA Class 3 or greater Wastewater Treatment Works Operator Certification or Class 3 or greater Operator In Training Certification with demonstrated experience	X	
Possess & maintain a valid Class 2 or greater IEPA Wastewater Certification or Class 2 or greater Operator In Training Certification with demonstrated experience		X

*** ADVANCEMENT TO LEVEL III LIMITED TO AVAILABLE LEVEL III POSITIONS**

Fleets & Facilities Division

REQUIREMENT	FLEETS & FACILITIES			
	TECHNICIAN		FACILITIES	
	LEVEL II	LEVEL III	LEVEL II	LEVEL III*
Knowledge and understanding of commercial building heating, ventilation and air conditioning (HVAC) systems and maintenance. Knowledge and understanding of commercial interior and exterior lighting systems, and lighting control systems (software). Ability to respond to alarms, make operational changes to programs.			X	X
Knowledge and understanding of commercial building electrical systems equipment and maintenance including emergency generators				X
Knowledge of building automation systems (software). Ability to respond to alarms, adjust program settings.			X	X
Possess & maintain a Building Operator Certification (Level I)			X	X
Possess & maintain a Building Operator Certification (Level II)				X
Possess & maintain the following ASE Certifications:	A4, A5, A6, A7, T4, T5, T6, T7, T8	A1 - A9, L1, T1-T8, L2 (All LEVEL II required ASE Certifications must be maintained)		
Possess & maintain the following EVT Certifications:		F1, F2, E0, E1, L1 TO ADVANCE TO STEP 5: F3, F4, E2, E3 TO ADVANCE TO STEP 8: E4, F5, F6		

*** ADVANCEMENT TO LEVEL III LIMITED TO AVAILABLE LEVEL III POSITIONS**

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City, at its sole discretion, may determine the pay rate for newly hired employees within the established pay plan. If in the exercise of that discretion the City determines that a newly hired employee shall be compensated at a rate higher than the beginning pay rate, it may do so.

The parties agree that the step increases called for in this Agreement shall be considered part of each year's wage increase for costing and comparison purposes.

Section 14.3: Retroactivity The City agrees to apply the wage schedule attached to the employees covered by this Agreement on a retroactive basis, with such wage adjustments made retroactive to May 1, 2023, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and to those who retired in good standing since May 1, 2023, and no other provisions of this Agreement shall be applied retroactively.

Section 14.4 Merit Award An employee in good standing with 20 consecutive years of full-time service as a member of the bargaining unit, who has not been disciplined in the preceding five years, and received a "superior expectations" rating on their most recent performance evaluation shall be granted an annual Merit Award payment of $500 in the fourth quarter of the calendar year starting in the year in which he/she completes 20 years of service. This payment will be granted in a lump sum fashion to the employee and shall not be added to base pay. Any approval or denial of pay under this Section based upon an employee's performance evaluation shall not be subject to the grievance procedure.

ARTICLE XV

EMPLOYEE WELLNESS AND FITNESS

Section 15.1: Fitness Examinations If there is any reasonable question concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City. The medical professional will only determine fitness for duty. In the event that the City's selected medical provider and the employee's provider would disagree on fitness for duty, a third medical professional selected and paid for by the City will make the final determination.

ARTICLE XVI

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 16.1: Statement of Policy It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Public Works Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Public Works Department.

Section 16.2: Prohibitions Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.

(b) Possessing, using, manufacturing, selling, purchasing or delivering any illegal drug at any time.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that the employee may be taking.

Section 16.3: CDL Testing Requirements In order to achieve the goal of ensuring a drug and alcohol-free transportation system, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the City of Crystal Lake has an alcohol and controlled substance testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles.

The City of Crystal Lake drug and alcohol testing program is designed to create a drug and alcohol-free transportation system and to provide help to those employees who have chemical dependency problems. As an employer who uses drivers to operate commercial motor vehicles on public roads, the City of Crystal Lake is required to implement a controlled substances and alcohol misuse policy, including a drug and alcohol testing program, that is compliant with the requirements and procedures of 49 CFR Parts 40 and 382. The complete program including testing procedures is attached as Appendix B.

Section 16.4: Drug And Alcohol Testing Permitted Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, or (d) when the employee has been involved in a work related incident involving personal injury or property damage over $500 as estimated by the City, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

Section 16.5: Order to Submit To Testing Within eight (8) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to

submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. Employees ordered to submit to reasonable suspicion testing must, prior to the drug test, report to their supervisor, upon request, the use of any test-altering agents.

Section 16.6: Test to Be Conducted In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility that is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood or urine test, collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

(d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the employee tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the

nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.

(i) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 16.7: Right to Contest If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results that is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 16.8: Voluntary Request for Assistance The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The employee was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

(b) The employee agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The employee discontinues his use of illegal drugs or abuse of alcohol.

(d) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

(e) The employee agrees to submit to random testing during hours of work during the period of "aftercare."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 17.1: Definition It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a "grievance" is any dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation or misapplication of an express provision of this Agreement. Any time period provided under the steps in the grievance procedure may be extended by mutual agreement of the parties.

Section 17.2: Procedure A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee who has a grievance, or the Union, shall submit the grievance in writing to the appropriate superintendent specifically indicating that the matter is a

grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The superintendent shall render a written response to the grievance within seven (7) business days after the grievance is received by the supervisor.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works within seven (7) business days after receipt of the City's answer in Step 1 or within seven (7) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Superintendent or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days with the grievant or the Union representative 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 grievant, or to the Union if a Union grievance, within seven (7) business days following receipt of the grievance by the Director or his designee.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, desires to appeal, it shall be referred by the employee or the Union in writing to the City Manager or his designee within seven (7) business days after receipt of the Director's answer in Step 2. Thereafter, the City Manager or his designee and such other representatives of the City as are desired by the City Manager or his designee, shall meet with the grievant, the Union's representative within seven (7) business days of receipt of the employee's or the Union's appeal, if practicable. If no agreement is reached, the City Manager or his designee shall

submit a written answer to the employee, or the Union if a Union grievance, within seven (7) business days of the receipt of the grievance by the City Manager or his designee.

Section 17.3: 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 City's written answer as provided to the Union at Step 3:

a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators residing in the State of Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. The parties shall alternatively strike the names of Arbitrators, taking turns as to the first strike. 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 City representatives.

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

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

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

f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that

each party shall be responsible for compensating its own representatives and witnesses.

Section 17.4: Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1. 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 in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section 18.4 shall be binding upon the Union and employees covered by this Agreement, and upon the City.

ARTICLE XVIII
NON-DISCRIMINATION

Section 18.1: Non-Discrimination In accordance with applicable law, both the City and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, sexual orientation, political affiliation and/or beliefs, mental and/or physical handicaps and Union activities.

The City and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Union.

Section 18.2: Americans with Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XIX
DISCIPLINE

Section 19.1: Policy of Progressive Discipline for Minor Offenses The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. It is the intention of the Public Works Department to develop and coach our employees to be successful, effective professionals. However at times, despite coaching and training efforts, it may be most appropriate to encourage behavioral change through disciplinary action. In any instance the City shall discipline or discharge an employee within a reasonable period of time following such incident giving rise to the discipline, but not to exceed thirty (30) calendar days except in situations where there is reliance on external sources for data, information or evidence. The Public Works Department, through the office of the Director of Public Works, may take, among others, any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department:

a. oral reprimand;
b. written reprimand;
c. suspension without pay;
d. termination of employment

Section 19.2: Written Reprimand In cases of written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee.

Section 19.3: Right to Representation Prior to any pre-disciplinary interviews with employees, the employee shall be informed of his/her rights to Union representation.

Section 19.4: Personnel File Records Act The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," 825 ILCS 40/0.01, et seq. of the Illinois Revised Statutes.

Section 19.5: Removal of Records Removal of written reprimands will be allowed only at the written request of the affected employee following the guidelines below. The request for removal of written reprimand must be presented to the Director of Public Works or his designee(s), approved by the Director of Public Works or his designee(s), and sent to the Human Resources Director for removal to occur.

- Verbal counseling or verbal reprimand, if sent to the personnel file, may be requested for removal after one (1) year with no additional counseling or discipline of any nature.
- Written reprimand for an administrative rule violation with no direct life-safety impact, may be requested for removal after two (2) years with no additional counseling or discipline of any nature.
- Written reprimands for violations with life-safety impact, suspensions, demotions, etc., shall remain in the employee's file.

An employee's request for removal in compliance with the above will normally be approved or denied by the City within Thirty (30) days.

Section 19.6: Video/Audio Surveillance The City agrees not to use hidden video or audio surveillance except as may be used in a law enforcement context. Video or audio obtained from publicly-placed cameras, whether the cameras are owned by the City or not, may be used to

document safety concerns, rule violations, exemplary performance, training purposes and discipline. Prior to using any video and/or audio from any public source, the City will provide the employee and the Union with a copy of the video and/or audio tape. If the City intends to install or add security cameras on City property, the City will provide forty-eight (48) hours' notice to the Union of such installation. If the Crystal Lake Police Department installs security cameras without the knowledge of the Public Works Department, they shall not be subject to this section. If the City intends to record activities of the Public Works Department for training or demonstration purposes, the City will provide twenty-four (24) hours notice where practicable.

ARTICLE XX
LAYOFF AND RECALL

Section 20.1: Layoff The City in its absolute discretion shall determine when and whether layoffs are necessary. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in accordance with their length of service with the City in inverse order of seniority. Absent emergency, all employees shall receive notice in writing of a layoff at least fourteen (14) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

However, prior to laying off any full-time bargaining unit employees, all part-time, seasonal, temporary, probationary, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be. Prior to laying off any part-time bargaining unit employees, all non-bargaining unit part-time, seasonal, temporary, probationary, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees shall be laid off or terminated, as the case may be.

Section 20.2: Recall Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XXI
NO STRIKE/NO LOCKOUT

Section 21.1: No Strike Neither the Union nor any employees, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or organized interference. Each employee who holds the position of 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 addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 21.2: No Lockout The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 21.3: Judicial Restraint Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 21.4: Discipline of Strikers Any employee who violates the provisions of Section 21.1 of this Article shall be subject to disciplinary action.

ARTICLE XXII
MAINTENANCE OF ECONOMIC BENEFITS

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act; the parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXIII
SUBCONTRACTING

Section 23.1: General Policy. It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Employer's lawful authority under the Illinois Statutes.

Section 23.2: **Notice and Negotiate**. Except where a natural or man-made emergency situation exists before the Employer changes its policies involving the overall subcontracting of work in a general area where such policy change will result in a loss of work to bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to negotiate the Employer's proposed subcontracting decision and its effect on bargaining unit employees. Once notified, the Union shall meet and confer with the City within ten (10) business days.

ARTICLE XXIV
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, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV
ENTIRE AGREEMENT

Section 25.1: Entire Agreement This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 25.2: Ratification and Amendment This Agreement shall become effective when ratified by the Union's membership and then the City's elected officials and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXVI
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days 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. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed. The party wishing to terminate shall give at least ten (10) days' notice to the other party and such termination date shall not be prior to April 30, 2026.

Executed this _____ day of _____, 2024, after receiving official approval by the Mayor and City Council and ratification by the Union's membership.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

CITY OF CRYSTAL LAKE:

_____

_____

_____

APPENDIX A

WAGE SCHEDULE

May 1, 2023 - April 30, 2024 (3%)

Step	Level I	Level II	Level III
1	$ 26.37	$ 33.69	$ 35.66
2	$ 27.16	$ 34.70	$ 36.74
3	$ 27.97	$ 35.74	$ 37.84
4	$ 28.81	$ 36.81	$ 38.96
5	$ 29.67	$ 37.92	$ 40.14
6	$ 30.57	$ 39.06	$ 41.34
7	$ 31.49	$ 40.23	$ 42.58
8	$ 32.42	$ 41.44	$ 43.86
9		$ 42.26	$ 44.74

May 1, 2024 - April 30, 2025 (3%)

Step	Level I	Level II	Level III
1	$ 27.16	$ 34.70	$ 36.73
2	$ 27.98	$ 35.74	$ 37.84
3	$ 28.81	$ 36.81	$ 38.98
4	$ 29.67	$ 37.92	$ 40.13
5	$ 30.56	$ 39.06	$ 41.34
6	$ 31.49	$ 40.23	$ 42.58
7	$ 32.43	$ 41.44	$ 43.86
8	$ 33.40	$ 42.68	$ 45.17
9		$ 43.53	$ 46.09
10			$ 47.01

May 1, 2025 - April 30, 2026 (2.75%)

Step	Level I	Level II	Level III
1	$ 27.91	$ 35.66	$ 37.74
2	$ 28.75	$ 36.72	$ 38.88
3	$ 29.61	$ 37.83	$ 40.05
4	$ 30.49	$ 38.96	$ 41.24
5	$ 31.41	$ 40.14	$ 42.48
6	$ 32.35	$ 41.34	$ 43.76
7	$ 33.32	$ 42.58	$ 45.06
8	$ 34.32	$ 43.85	$ 46.42
9		$ 44.73	$ 47.35
10			$ 48.30

Appendix B
CDL Driver Testing Program

I. Scope of Program

A. Employees Subject To Testing

The drug and alcohol testing required under this policy will apply to any individual who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is required to possess a commercial driver's license (CDL) for the operation of the CMV.

B. Independent Contractors and Owner-Operators

Because this drug and alcohol testing program is required by the Federal Motor Carrier Safety Regulations, it applies to any individual who operates a motor vehicle on behalf of the City in a contract, lease or other agreement with the City. However, mere compliance with the provisions of this policy or the application of this policy to any person shall not operate to convert any independent contractor or other person into an employee of the City unless such other circumstances indicate the existence of an employer-employee relationship.

II. Program Definitions

A. Adulterated Specimen—A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

B. Alcohol--the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

C. Alcohol use—the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

D. Alcohol concentration (or content)--the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

E. Canceled Test—A drug or alcohol test that has a problem or cannot be considered valid under DOT rules. A canceled test is neither a positive nor a negative test.

F. Commercial Motor Vehicle (CMV) is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:

1. Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs. (4,536 kg.), or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
2. Is designed to transport 16 or more passengers, including the driver; or
3. Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation Act.

G. Controlled Substances

1. Marijuana
2. Cocaine
3. Opiates
4. Amphetamines
5. Phencyclidine

H. Dilute Specimen—A specimen with creatinine and specific gravity values that is lower than expected for human urine.

I. Driver-- any person who operates a commercial motor vehicle, including but not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

J. Safety-Sensitive Function—Function determined from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "Safety-sensitive functions" include:

1. All time at a *City* or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the *City*;
2. All time inspecting equipment as required by 49 CFR §§392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR §393.76;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

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

K. Split Specimen—In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.

L. Substituted specimen—A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.

Procedure:

I. Qualifications for Employment

A. Prohibited Conduct

City policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

1. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (§382.201).
2. No driver may use alcohol while performing safety-sensitive functions. (§382.205).
3. No driver may perform safety-sensitive functions within four hours after having used alcohol. (§382.207).
4. No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (§382.209).
5. No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in § 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (§382.213).
6. No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (§382.215).
7. No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (§382.211).

In the event the City has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions.

B. Removal From Service

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle, unless and until that driver has complied with the return to work requirements as prescribed in 49 CFR Part 40, subpart O and as described in Section VIII of this policy. The employee will also be subject to any discipline required by the City in accordance with Section VII of this policy.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

C. Prescribed Medications

All drivers are required to notify his/her supervisor or department director of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

D. Drug And Alcohol Background Check

Any driver the City intends to hire or use to perform a safety-sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous two years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the City (see Appendix A). The City will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding two years from all of the driver's previous employers during that time period.

No driver will be allowed to perform a safety-sensitive function if the City discovers that he/she has had an alcohol test with a concentration of 0.04 or greater, a verified positive drug test result or has refused to be tested, unless and until the City confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

II. Testing Circumstances

A. Pre-Employment/Pre-Duty

Prior to the first time a driver performs a safety-sensitive function for the City (including job applicants and employees transferring into a position requiring the

operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review employee.

B. Post-Accident

As soon as practicable following an accident, the City will require any surviving driver to submit to tests for alcohol and controlled substances.

Drivers are prohibited from using alcohol for eight hours following any accident or until the required post-accident alcohol test is administered, whichever occurs first. Every effort will be made to conduct post-accident drug and alcohol tests within two hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the City will provide all drivers with information, procedures and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight hours following an accident, the City will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within 32 hours following an accident, the City will cease its attempts to administer any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this Section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the City.

C. Random

The City will conduct random drug and alcohol tests at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably

spread throughout the course of the year. All drivers will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site as soon as possible. However, a driver will only be required to submit to a random alcohol test if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

D. Reasonable Suspicion

Whenever the City has reasonable suspicion to believe that a driver has engaged in prohibited conduct, the driver must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances as documented in the Supervisors Report of Reasonable Suspicion (attached). These observations will only be made by a supervisor or City official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the City will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

E. Return-To-Duty

Before a driver who has engaged in any conduct prohibited by this policy will be allowed to return to duty to perform a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol and/or controlled substance tests, with results indicating an alcohol concentration of less than 0.02 and a verified negative for controlled substances use, respectively.

F. Follow-Up

Any employee who has engaged in prohibited drug and/or alcohol-related conduct will be subject to unannounced follow-up testing for alcohol and/or controlled substances as directed by the Substance Abuse Professional for up to 60 months after return to safety-sensitive duties.

G. Refusal To Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in Section VII of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath test;
2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test;
3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures.
4. Submitting a substituted or adulterated specimen.
5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
6. Failing to remain at the testing site until the testing process is complete.
7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breath specimen.

III. Alcohol Testing Procedures

A. Alcohol Testing Personnel and Equipment

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

B. Alcohol Testing Procedures

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form. Any employee who refuses to sign the acknowledgment of testing

in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is ≥0.02, the BAT will immediately notify the ***City*** representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation test result is <0.02, the test is negative.

C. Inability to Provide a Sample

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the City representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the City. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

IV. Controlled Substance Testing

A. Specimen Collection Procedures

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the *City* or at an off-site laboratory service center or medical clinic. For all FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The Collection Procedures are completely outlined in the attached FORM C.

B. Laboratory Analysis

The City shall select a laboratory for testing. All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA).

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as Invalid. If the laboratory determines that the specimen's specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees C or less) for a minimum of one (1) year.

C. Medical Review Officer

All test results will be reported by the laboratory to a medical review employee (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The City will designate an MRO for its controlled substance testing program.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test
result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual,

the MRO will contact a designated City of Crystal Lake representative who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the City is unable to contact the employee, the City will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

1. If the individual expressly declines the opportunity to discuss the test;
2. If the designated City of Crystal Lake representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
3. If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort.

In the test result verification process for an opiate positive, adulterated or substituted result, the MRO may require that the employee submit to a medical examination by a City-designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the City that another specimen must immediately be collected under direct observation.

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

1. The MRO will disclose such information to the City, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's

reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or

2. The MRO will disclose such information to the City, if in the MRO's reasonable medical judgment, the information indicates that continued performance by the employee of his or her safety-sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. [The split specimen testing at another laboratory will be at the employee's expense].

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the City that another specimen must be immediately recollected under direct observation.

V. Confidentiality and Recordkeeping

A. Confidentiality

The City will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law. In addition, the City's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the City may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.) The City may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

B. Access to Facilities and Records

Upon written request by any covered employee, the City will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The City will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board (NTSB) as part of an accident investigation, the City will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

VI. Employee Assistance Program/Substance Abuse Professional

A. Employee Education

The City will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the City policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

1. Display and distribution of informational material

2. Display and distribution of a community service hotline telephone number or employee assistance program.

Copies of the above materials and this policy will be distributed to each employee hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The City will retain the original of the signed certificate and will provide a copy to the employee, if requested. The City will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

B. Supervisory Training

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

VII. Discipline

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the City of Crystal Lake will take the following disciplinary action against any individual who violates this policy.

A. Applicants

An individual who tests positive on a pre-employment drug test will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position.

B. Employees

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.04 or greater will be subject to discipline, up to and including termination of employment with the City. Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be subject to discipline up to and including termination of employment with the City.

Any employee whose alcohol test result is 0.02-0.039 alcohol concentration will be removed from duty for at least 24 hours or until his/her next regularly scheduled shift, whichever is longer. All time suspended will be without pay. Any employee who tests 0.02-0.039 alcohol concentration on more than one occasion will be terminated from employment with the City.

IX. Recordkeeping and Reporting

A. Retention of Records

The City will maintain records relating to this policy as outlined in 49 CFR Parts 40 and 382. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

B. Management Information System Reporting

When required by the FMCSA, the City will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the City's controlled substances and alcohol testing program activity.

FORM A

City of Crystal Lake
AUTHORIZATION FOR THE RELEASE OF DRUG AND ALCOHOL TESTING INFORMATION

Prior Employer: _____ Driver: _____

_____

Address: _____Date of Birth: ____/_____/_____

_____Soc. Sec. No.: _____

_____Dates of Employment: _____

Telephone: ( ) _____

In accordance with 49 CFR Part 40, §40.25 you are hereby authorized and requested to release to **City of Crystal Lake** (Employer), at **100 W. Woodstock Street, Crystal Lake, IL 60014,** information on any alcohol tests with concentration results of 0.04 or greater, verified positive controlled substance test results, refusals to be tested, and/or any other violations of DOT drug and alcohol testing regulations within two years preceding the date of this request. I further authorize and request you to release any information in your possession concerning my evaluation by a substance abuse professional, the identity of that substance abuse professional, my participation in any treatment or rehabilitation recommended by the substance abuse professional and the results of any return-to-duty or follow-up drug and/or alcohol tests within the two years preceding this request.

A photocopy of this release shall be valid as the original. This authorization shall be valid for one year from the date of signing hereof.

Date: _____ Driver Signature: _____

To Be Completed By Prior Employer

DOT DRUG AND ALCOHOL TESTING VIOLATIONS

Driver has no violations of a DOT drug and alcohol testing regulation: _____.

Controlled Substance: _____ positive. Date: _____
Alcohol: _____ alcohol concentration >0.04. Date: _____
Refusal to be tested: _____ (adulterated, substituted, etc.) Date: _____

SUBSTANCE ABUSE PROFESSIONAL INFORMATION:
No Substance Abuse Professional information available ___
Name of Substance Abuse
Professional_____
Address: _____
Date of Initial evaluation: _____
Recommendation:
_____
Return-to-duty evaluation: _____ yes _____ no Date: _____
SAP determination: _____ compliance _____ non-compliance
Return-to-duty test results: _____ negative _____ positive
Follow-up testing program:

FORM B

City of Crystal Lake
POST-ACCIDENT TESTING
INSTRUCTIONS

Any driver involved in an accident while operating a commercial motor vehicle on a public road will be required to submit to tests for alcohol and controlled substances as soon as practicable following the incident.

1.

Unless otherwise required by the City, post-accident drug and alcohol tests will not be required for occurrences involving only boarding or alighting from a stationary motor vehicle or the loading or unloading of cargo. In order to ensure that the above requirements are met, in the event of any accident, all drivers are required to take the following actions:

When an employee driving a City vehicle is involved in a motor vehicle accident *within the corporate limits of Crystal Lake*, the employee will immediately contact the City's dispatch center and request a police officer be sent to the scene, and if necessary an ambulance. For serious accidents or those involving injuries, the employee should contact 911 or *999. *If the accident occurs outside the corporate limits of Crystal Lake*, the employee will immediately call 911, or contact the City's dispatch center for the nearest law enforcement agency.

If a police officer cannot arrive at the scene, the employee shall collect insurance and witness information from the other party or parties involved. When reporting the accident, the driver/employee will give the following information: Name, location of the accident, whether or not anyone is injured, and whether or not the vehicles are drivable. Since an investigation will occur at a later time, the employee should never admit fault or liability. Employees must report all accidents to his/her supervisor immediately. An Illinois Traffic Crash Report shall be completed for each accident. This is to be practiced whether or not there are any apparent injuries or vehicle damage.

City Insurance Risk Pool/Provider:
Intergovernmental Risk Management Agency (IRMA)
Four Westbrook Corporate Center, Suite 940
Westchester, IL 60154 708-562-0300

The City is exempt from producing the otherwise required insurance identification card (625 ILCS 5/7-601(b)(4)). If additional information is needed contact the City of Crystal Lake's City Manager's Office.

These procedures do not require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

DRIVERS ARE STRICTLY PROHIBITED FROM USING ALCOHOL FOR EIGHT HOURS FOLLOWING AN ACCIDENT, OR UNTIL THE POST-ACCIDENT TESTING REQUIREMENTS ARE CARRIED OUT, WHICHEVER OCCURS FIRST.

FAILURE OR REFUSAL TO FOLLOW THESE INSTRUCTIONS, INCLUDING THE USE OF ALCOHOL PRIOR TO THE REQUIRED POST-ACCIDENT ALCOHOL TEST, WILL BE CONSIDERED A REFUSAL TO SUBMIT TO A TEST AND RESULT IN DISCIPLINE UP TO AND INCLUDING DISCHARGE.

FORM C
City of Crystal Lake
URINE SPECIMEN COLLECTION PROCEDURES

1. The collector will ask the donor for photo identification.

2. After verification of the donor's identification, the collector will complete Step 1 of the Custody and Control Form (CCF).

3. The collector will ask the donor to remove any unnecessary outer clothing (coat, jacket, hat, etc.) and to leave hand carried items (i.e. briefcase, pocketbook, bags, etc.) outside the toilet enclosure. The collector will secure these items and provide a receipt if requested by the donor. The donor will be required to empty his/her pockets and display the contents of the pockets. Any items which can be used to adulterate or substitute the specimen must be left outside the toilet enclosure.

4. The collector will instruct the donor to wash and dry his/her hands.

5. The collector will provide the donor a wrapped/sealed collection container. Either the collector or the donor may open the container in the donor's presence.

6. Only the collection container should be taken into the toilet enclosure. The wrapped/sealed specimen bottle(s) should remain outside the enclosure and be opened in the donor's presence when the donor presents the filled collection container to the collector.

7. The collector will accompany the donor to the toilet enclosure where the donor will provide the urine specimen. The donor will enter the toilet enclosure and shut the door; the collector remains outside the closed door. If a multi-stall restroom is used, the collector will enter the restroom with the donor and remain outside the closed toilet stall door while the donor provides the urine specimen.

8. The donor will hand the filled collection container to the collector. Both the donor and the collector should maintain visual contact of the specimen until the labels/seals are placed over the bottle cap(s).

9. The collector checks the specimen, reading the specimen temperature indicator within 4 minutes of receiving the specimen from the donor. The collector marks the appropriate box in Step 2 of the CCF.

10. The collector checks the specimen volume, ensuring that there is at least 45 ml of urine. NOTE: If the employee is unable to void or voids an insufficient amount of urine, the employee will be provided up to 40 ml of fluids and up to three hours to provide the specimen. Any partial specimen will be discarded.

11. The collector checks the specimen for unusual color, odor, or other physical qualities that may indicate an attempt to adulterate the specimen.

12. The collector will pour at least 30 ml of specimen into a specimen bottle (designated Bottle A). The remainder of the specimen (at least 15 ml) will be poured into a second bottle (designated Bottle B).

13. The collector immediately places the lid/cap(s) on the specimen bottle(s), and then applies tamper-evident label/seals (CCF, Step 3).

14. The collector will write the date on the label/seal(s). The donor will be asked to initial the label/seal(s) once they are affixed to the bottle(s).

15. After sealing the specimen bottle(s), the donor will be permitted to wash and dry his/her hands, if he/she so desires.

16. The donor will be instructed to read and complete the donor certification Section of the CCF (Step 5), including signing the certification statement.

17. The collector will record any remarks concerning the collection process in the "remarks" Section of the CCF.

18. The collector will complete the collector certification Section of the CCF (Step 4), including signing the certification statement and recording the date and time of the collection, and the "specimen released to" block.

19. The collector will place the specimen bottles and copy 1 of the CCF in the plastic bag and seal it.

20. The collector will give the donor his/her copy of the CCF (copy 5). The donor may leave the collection site at the completion of this step of the collection process.

21. The plastic bag containing the specimen bottles and CCF copy will be shipped in a padded mailer or shipping container if being transported by an express carrier or mail. The specimens will be maintained in a secure area until picked up by the courier or transport service.

22. The collector will distribute the remaining copies of the CCF as appropriate.

FORM D
City of Crystal Lake
CERTIFICATION OF RECEIPT OF POLICY and
DRUG AND ALCOHOL AWARENESS
INFORMATION

I, _____, hereby certify that I have been provided with copies of the City's Drug and Alcohol Abuse Policy, including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information, including resources available for evaluation and treatment of substance abuse problems.

Date: _____ Employee: _____

Appendix C

City of Crystal Lake
Public Works Department

Emergency Callback Policy

Summary of Purpose / Mission Statement:

The City of Crystal Lake is committed to the high quality of life enjoyed by the citizens and businesses of the Crystal Lake community. Our mission is to enhance and preserve the history, natural resources and unique cultural traditions of the community as well as provide fiscally sound and responsive services, programs, and facilities with the highest degree of professionalism, integrity, and efficiency so that Crystal Lake continues to be a great place to live and work.

I. Purpose and Introduction

After hour call-back may be required for weather related issues, such as snow and ice control, storm damage or street flooding, service disruptions caused by water main breaks, sewer back-ups or other related issues. Whatever the cause, it is imperative that Public Works Department employees respond to the call out and report to work within the shortest possible time in order to remove safety hazards, restore service or provide the needed services to our residents as soon as possible. Public Works Department employees may be temporarily excused from on-call as outlined within the policy. This policy covers a number of issues related to after-hour call outs, extended duty and the need for Department members to work unscheduled overtime. Any or all employees who fail to comply with this policy will be subject to appropriate disciplinary action, up to and including dismissal from employment.

II. Public Works Department On Call Duty

Each of the Public Works Department Divisions shall establish and maintain a duty schedule to staff after hour on-call needs.. The "on-call" Division members shall act as "first responders" to an emergency service call, and depending on the magnitude and nature of the service needed, may either notify the division Supervisors or Superintendent of the need for more forces, or initiate calling out other Division or Department members as may be appropriate. All "on-call" Division members shall be listed on a common Public Works Department "Duty Roster" which shall be updated and submitted or resubmitted to the Police/Fire Department Dispatch (SEECOM), the Director of Public Works and each Division Superintendent any time the "on-call" person changes. Unless otherwise excused, it is the responsibility of Division employees to make themselves available for scheduled "on-call" assignments and to respond to any and all callbacks at all times, if practicable, regardless of "on-call" first responder status.

III. Notification

Each Public Works Department on call employee will be issued a City owned cell phone and other electronic devices as required by their supervisor for use while they are on call. On call employees are required to have the cell phone on their person at all times during the on call period.

Public Works Department employees, who are on vacation or other benefit time and/or are out of the area, may be excused from on-call duty by their Division Superintendent only if the employee finds another bargaining unit employee to substitute for them Should the magnitude of an emergency (such as a major natural disaster) require a full workforce response, employees excused from immediate call back duty may be requested to return to the City and make themselves available for duty. Employees are responsible for testing and maintaining the City issued cell phones and other electronic devices in a functioning manner while they are on call. Employees shall report any defects to their supervisor immediately so service or replacement can be arranged.

Employees who are issued cell phones, whether on a permanent basis or as an on call responder, are responsible for maintaining the cell phone in a properly charged state at all times. Cell phones must be recharged daily. On call employees are responsible for returning both the cell phone and the recharging unit to the appropriate division supervisor at the end of the on call duty period. All rules, policies and regulations regarding the City of Crystal Lake Use of Electronic Equipment Policy shall apply and abuse of the cell phone will result in appropriate disciplinary action.

IV. Fitness for Duty

It is the responsibility of all Public Works Department Employees to appropriately judge whether they are fit for duty based on activities preceding the call back request. Department members who have consumed alcoholic beverages or may be impaired due to illness or other factors shall advise their supervisor of the situation and be excused from duty without penalty. Employees should be aware, however, that repeated requests to be excused from duty due to these factors would be evaluated for follow-up action by the City. Do not abuse the ability to be excused on this basis.

V. Minimum Overtime Call-Out Pay

All non-exempt division members who are required to return to work following the end of normal work hours, shall be eligible for a minimum of 2 ½ hours of Overtime Pay. Overtime pay provisions will apply to the full number of hours worked outside of normal working hours. Should department members be required to continue working beyond their normal hours, overtime pay provisions will be applied to all hours worked beyond the normal 40 hours worked and the 2-½ hour minimum overtime pay does not apply. Should a department member be called into work prior to the normal starting time, overtime pay provisions are applied to those hours worked beyond the normal 40 hours per week and the department member is only eligible for 2 ½ hours of Overtime Pay if called out more than 2 ½ hours prior to the divisions normal start time for that day.

VI. Response Time

As stated earlier, on call employees or other employees called in to provide after hour services should report to the assigned work location as quickly and safely as possible. On call employees shall respond to notifications (phone calls and texts) within 15 minutes of receiving the notification. Failure for on-call employees to respond within 15 minutes will result in forfeiture of on-call compensation for that week. Two instances of repeated failure to respond may result in a suspension.

All Public Works employees called in for a response will be on site at their normal reporting location within 45 minutes unless extreme weather or roadway conditions exist. In order to provide for consistent response times and assure that emergency workforce needs are met within the expected time period, residency within a **20** nautical (air) mile radius of the City of Crystal Lake Municipal Complex is required.

VII. Work Assignments

Public Works Department employees may be assigned to work within a different Division or Department than their normal assignment, based on the needs of the City during an emergency. When temporarily assigned to a different division or department, employees are under the supervision and shall be responsible to their assigned supervisor until released to their normal duties.

VIII. Meal Allowance

A. Eligibility for Meal Allowance

a. Employees that have been called out for emergency operations, which will either precede or follow a regularly scheduled workday, are eligible for a meal allowance. If they work a minimum of 4 continuous hours prior to a regularly scheduled 8 hours; or if they work a minimum of 4 continuous hours following a regularly scheduled 8 hour day.

b. When an emergency call-out falls on a holiday, Saturday, or Sunday, employees are eligible for a meal allowance if they work 7 ½ continuous hours

B. The meal period under this section shall consist of one hour, the first 30 minutes of which shall be paid, and the remaining 30 minutes shall be unpaid. If the emergency does not allow the work to discontinue for a one-hour meal period, then the employee shall receive one-half hour of overtime. Overtime under this section shall also be paid, and cannot be taken as compensatory time off.

C. For those eligible under this Section, the City may pay for the meal, at the discretion of the Department Head or Superintendent. If the employee qualifies for a meal allowance, a payment of $ 12.00 for each meal allowed shall be paid to the employee at the end of the pay period.

IX. Limitations

Public Works Department Supervisors shall strive to rotate crews to allow for relief for on duty personnel and avoid emergency work exceeding 16 hours whenever possible. For extended relief or recovery efforts, 12 hour work shifts will be established whenever possible.

X. Approval and Effective Date

This policy is approved and effective on the contract execution date and shall remain in effect until revised or superseded by appropriate authority.

APPENDIX D
City of Crystal Lake Snow and Ice Control Staffing Policy
(Primary/Secondary Staffing)

Snow and ice control staffing requirements are effective on November 15 each year through April 15 of the following year and are applicable to all Public Works Bargaining Unit employees. Should snow and ice conditions start before, or continue after these dates, the Director of Public Works, or his designee, can initiate a snow and ice response as described herein. Snow and ice control staffing can vary based on the response level. There are four possible response levels:

1. Mandatory Response Level
2. Voluntary Sidewalk Response Level
3. Voluntary Road Salting Response Level
4. Downtown and Other Parking Areas

The Director of Public Works, or his designee, will decide which Response Level is in effect at any given time. The response level is not official until the electronic "I am Responding" (IaR) notification is transmitted and/or telephone calls are made.

1. Mandatory Response Level

This is a response where staffing is needed on all assigned routes.

Definitions:

Primary Driver: Streets Division bargaining unit employees along with other bargaining unit employees as assigned by the Director of Public Works or his designee who will respond first to a mandatory response event.

Secondary Driver: Bargaining unit employees who will respond to a mandatory response event after the Primary Driver has been released from his work assignment or excused (see Excused Time section below).

Seasonal Employee: Temporary employee utilized for snow/ ice removal activities only when there is an inadequate number of Bargaining Unit employees available for a response.

Assignment of Routes for Snow Plowing

1. The Director of Public Works, or his designee, will assign snow plow routes to Street Division bargaining unit employees followed by other Public Works bargaining unit employees based on performance and expertise. If a vacancy occurs after routes are assigned, the Director will consider employee requests to fill such vacancy, and retains the final right to assign the route.

2. A minimum of two Fleet Division Technicians will be reserved for repairs during a storm event and will not be assigned a plow route (one for a Primary Response and one for a Secondary response.)

All call outs for a Mandatory Response Level will be electronic via the Iam Responding App. Public Works bargaining unit employees will also receive a single phone call after the Iam Responding notice is sent out. Employees shall be called at the telephone number that is on record with the City. If the employee does not answer, a message will be left (if voicemail is available). Responses shall be governed by the Emergency Callback Policy.

Voluntary Sidewalk Response Level
The Streets Division Superintendent, or his designee, shall issue a voluntary signup sheet (i.e. list) by October 15th for clearing/salting of sidewalks. The list will be posted by October 25th and will start in alphabetical order. All Public Works bargaining unit employees may sign up for clearing/salting of sidewalks.

The start of the list will rotate for each subsequent event to the next employee on the list based on the previous event response. The Superintendent/Supervisor in charge will call the phone numbers on record with the City once each. If no contact is made, the next person on the list will be contacted. If an inadequate number of volunteers respond, the call out will become mandatory, beginning with the first employee initially called for that event.

Voluntary Road Salting Response Level
The Streets Division Superintendent, or his designee, shall issue a voluntary signup sheet (i.e. list) by October 15th for salting operations. The list will be posted by October 25th and will start in alphabetical order beginning with Primary Drivers followed by all other Public Works bargaining unit employees who have volunteered.

Assigned Primary Route Drivers will be given first opportunity to respond to salting. The start of the volunteer list will rotate for each subsequent event to the next employee on the list based on the previous event response. The supervisor/superintendent in charge will call the phone numbers on record with the City once each. If no contact is made, the next person on the list will be contacted. If an inadequate number of volunteers respond, the call out will become mandatory, beginning with the Primary Route Drivers.

Downtown and Other Parking Areas
Public Works bargaining unit employees will plow/haul snow for the downtown district and other parking areas. In the event Primary or Secondary Route Drivers are committed, the City may exercise its option to utilize seasonal employees or a private contractor.

Shift Duration:
No employee shall be required to work more than (16) consecutive hours in a twenty-four (24) hour period. Employees who have responded to other overtime events in the previous 24 hours must notify the Streets Superintendent, or his designee, of hours worked prior to snow/ice control duties. The Director of Public Works or his designee, reserve the right to end the work period of any employees, if necessary, in the interest of general safety, employee well-being, and the interests of the City.

Excused Time Procedures
From November 15 to April 15, the allowed maximum number of bargaining unit employees off at any given time per Division is as follows:

Fleets and Facilities	2 employees
Streets	2 employees

Wastewater	2 employees	
Water and Sewer	4 employees	(i.e., up to 2 from Water Treatment; and up to 2 from Underground)

There may be times when the allotted maximum number of employees excused from duty per each Division is met. Additional employees may be excused from duty when weather conditions and forecasts indicate that snow and ice control operations will not occur. In these cases the Director of Public Works or his designee may determine if additional employees per division may be excused for snow and ice control duties. In the event an unexpected weather event occurs, the City reserves the right to call back employees for duty.

Public Works employees can request time off from snow and ice operations under the following two options:

1. Driver Switch: Primary and Secondary drivers may switch shifts with the approval of the Streets Superintendent or his designee. A Driver Switch is for time off requests for a minimum of 6 hours and a maximum of 16 hours. A Driver Switch Request Form, with Primary and Secondary Driver signatures, shall be submitted to the Streets Superintendent or his designee for approval. A minimum 8-hour notice must be provided. There is no restriction on the number of driver shift switches. Upon approval, the switch shall be maintained through the duration of the shift.

2. Excused Time Off: Public Works bargaining unit employees may request time off from snow/ice control duties. At no time can the Primary and Secondary Driver for the same route be excused at the same time. The driver requesting excused time off must fill out an Excused Time Off Form. Primary Drivers shall obtain a signed commitment from the Secondary Driver to fill the Primary shift and submit the form to the Streets Superintendent or his designee for prior approval. Secondary Drivers requesting time off shall submit the Excused Time Off Form to the Streets Superintendent or his designee. The Streets Superintendent or his designee will fill the Secondary shift first with an available Public Works bargaining unit employee. If no Public Works bargaining unit employees are available to fill a shift, a seasonal employee or contractor will be utilized.

3. Each excused time off request must be submitted to the Streets Superintendent or his designee a minimum of 24-hours in advance. Within each division, requests will be reviewed on a first-come, first-served basis. Simultaneous requests within each division shall be considered in order of seniority.

The minimum 24 hour advance notice may be waived by the Streets Superintendent or his designee in the event of extenuating circumstances or personal emergency.

Quality Control and Management:
In order to assess the effectiveness of snow and ice operations, the supervisory staff may, in the course of performing quality control reviews on the street, provide incidental minimal plowing to correct deficiencies (missed returns, snow in intersection, etc.). Any deficiencies found in the field will be discussed with the route driver.

Long Duration Event Early Dismissal:
In the event the Streets Superintendent or his designee determines snow/ice control staffing can be reduced during normal working hours, employees may choose to go home. In such event, they will not be required to utilize paid benefit time and will be paid for hours actually worked.