



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, September 14, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

APPROVAL OF AGENDA (Voice Vote)

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve minutes from the August 10, 2022 meeting

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

NEW BUSINESS

- 2. Motion to discuss/approve **Resolution 2022-33** a resolution of the Village of Poplar Grove, Illinois approving the annual audit for fiscal year May 1, 2021 - April 30, 2022
- 3. Motion to discuss/approve capital asset reporting packages with Lauterbach & Amen, LLP
- 4. Motion to discuss/approve **Resolution 2022-34** a resolution of the Village of Poplar Grove, Illinois authorizing the village to approve a collective bargaining agreement between the Village of Poplar Grove and the International Union of Operating Engineers, Local 150
- 5. Motion to discuss/approve issuance of Request for Proposals for waste hauling, recycling and collection franchise services

6. Motion to discuss/approve application for grant through the Illinois Open Space Land acquisition and development for park equipment for Mansfield Park.
7. Motion to approve a waiver of attorney-client privilege regarding the October 17, 2020 memorandum issued by Sosnowski Szeto LLP regarding Mansfield Park for the limited purpose of providing a copy of said memo to the Belvidere Park District in conjunction with development of said park property.
8. Motion to discuss/approve process and procedure for vacant properties within the Village of Poplar Grove

GOOD OF THE VILLAGE

Board of Trustees Meeting September 21, 2022 - 7:00 pm

Planning and Zoning Meeting September 28, 2022 - 6:00 pm

Board of Trustees Meeting October 12, 2022 - 7:00 pm

Board of Trustees Meeting October 19, 2022 - 7:00pm

Trick or Treating Hours October 31, 2022 - 4:00pm - 7:00pm

ADJOURNMENT (Voice Vote)

KJA MM/DD/YYYY



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

VILLAGE BOARD OF TRUSTEES

Wednesday, August 10, 2022 - 7:00 PM

200 N. Hill Street, Poplar Grove, IL 61065

MINUTES

CALL TO ORDER

Meeting called to order at 7:00pm by President Don Sattler

ROLL CALL

PRESENT

President Don Sattler
Finance Chairman Eric Miller
Admin Chairman Ron Quimby
Trustee Dan Cheek
Trustee Betsy Straw
Clerk Karri Anderberg
Attorney David Kurlinkus
Treasurer Carina Boyd
Public Works Director David Howe

ABSENT

Trustee Jeff Goings
Trustee Ed Wethington

PLEDGE OF ALLEGIANCE

APPROVAL OF PHONE PARTICIPATION (Roll Call)

no phone participation

APPROVAL OF AGENDA (Voice Vote)

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby. Motion passed by voice vote.

APPROVAL OF MINUTES (Voice Vote)

1. Motion to approve Special Board meeting minutes from July 13, 2022 and Board of Trustee meeting from July 13, 2022
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek. Motion passed by voice vote.

PUBLIC COMMENT *Public Comment is encouraged. The Village Board will receive comments from the public, pursuant to State Statutes. Comments will be limited to five minutes on topics relating to the Village of Poplar Grove. Be further advised that matters brought up at this time may be referred to the appropriate committee or individual for further discussion or consideration.*

Glenn Herman - Lions Club President Glenn Herman gave an update on the lions club walking bath

Kelli Cipolla - Wanted to give an update on the old cistern on her property.

NEW BUSINESS

2. Motion to discuss/approve agreement between the Village of Poplar Grove and Joel Ratliff and Gerald Ratliff regarding installation of sidewalk located at 112 Sherman
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Cheek, Trustee Straw
Mr. Ratliff thanked the board for allowing him more time to get the sidewalk in. Mr. Ratliff suggest the village have a new resident tab or hand out for things like this so new residents are aware.
3. Motion to discuss/ approve agreement between the Village of Poplar Grove, Diamond Excavating and R Zimmerman, Inc.
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Cheek, Trustee Straw
Clerk Anderberg explained this agreement comes after the road was damaged when R Zimmerman failed to get a over weight permit.
4. Motion to discuss/approve Belvidere Park District block party on Spring Meadow Dr between Briarwood Dr and Greenbriar Blvd on August 19, 2022
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Cheek, Trustee Straw
Clerk Anderberg explained that the park district would like to host a block party with free ice cream and Boone County Fire Protection District #2 coming out with the fire truck to spray the kids

5. Motion to discuss/approve **Resolution 22-29** A Resolution of the Village of Poplar Grove, Illinois to approve and authorize the Village President to execute a operations management and supervision agreement for wastewater treatment plants, lift stations, and water treatment plants for the Village of Poplar Grove with Test, INC.
Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Cheek, Trustee Straw

6. Motion to discuss/approve **Resolution 2022-31** a resolution of the Village of Poplar Grove, Illinois authorizing the write-off of unpaid water and sewer balances and unpaid mowing fines
Motion made by Finance Chairman Miller, Seconded by Trustee Cheek.
Voting Yea: Finance Chairman Miller, Admin Chairman Quimby, Trustee Cheek, Trustee Straw
Treasurer Boyd went over the list of write offs

GOOD OF THE VILLAGE

Committee of the Whole August 17, 2022 6:00 PM

Public Hearing August 17, 2022 7:00 PM

Board of Trustees Meeting August 17, 2022 7:00 PM

Planning and Zoning August 24, 2022 6:00 PM

ADJOURNMENT (Voice Vote)

KJA 08/08/2022

Motion made by Finance Chairman Miller, Seconded by Admin Chairman Quimby. Motion passed by voice vote.

Meeting adjourned at 7:32pm

RESOLUTION NUMBER: 2022-33

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING
THE ANNUAL AUDIT FOR FISCAL YEAR MAY 1, 2021 – APRIL 30, 2022**

WHEREAS, the Village of Poplar Grove, Illinois (“Village”) is required to have an annual audit performed; and

WHEREAS, the Village previously engaged the services of Lauterbach & Amen LLP to perform the annual audit for fiscal year May 1, 2021 – April 30, 2022; and

WHEREAS, Lauterbach & Amen LLP has completed said audit and a report of the same is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, Lauterbach & Amen LLP has presented said audit for approval before the Village Board at the September 14, 2022 Village Board Meeting; and

WHEREAS, the Village now desires to approve said audit report.

NOW THEREFORE, BE IT RESOLVED by the Village President and Village Board of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby approves the annual audit report for fiscal year May 1, 2021 – April 30, 2022 attached hereto as Exhibit A.
3. The Village President and Village Clerk are authorized to sign and attest any and necessary documents to effectuate the foregoing.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING “AYE”: _____

VOTING “NAY”: _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT A- AUDIT REPORT



VILLAGE OF POPLAR GROVE

"A Great Place to Call Home"

200 Hill Street, Poplar Grove, IL 61065
Phone: (815) 765-3201 – Fax: (815)765-3571
www.villageofpoplargrove.com

September 8, 2022

Lauterbach & Amen, LLP
Certified Public Accountants
668 N. River Road
Naperville, IL 60563

This representation letter is provided in connection with your audit of the financial statements of the Village of Poplar Grove (the Village), Illinois, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of April 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of September 8, 2022, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
9. Guarantees, whether written or oral, under which the Village is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

10. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Village from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the Village or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
13. We have no knowledge of any fraud or suspected fraud that affects the Village and involves:
 - a. Management,
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the Village's financial statements communicated by employees, former employees, regulators, or others.

15. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the names of the Village's related parties and all the related party relationships and transactions, including any side agreements.

Government – Specific

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
19. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
20. We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit, if applicable.
21. The Village has no plans or intentions that may materially affect the carrying value or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, or fund balance or net position.
22. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and contractual provisions for reporting specific activities in separate funds.
23. We have appropriately disclosed all information for conduit debt obligations in accordance with GASBS Statement No. 91, if applicable.
24. We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
25. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
26. As part of your audit, you assisted with preparation of the financial statements and disclosures. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures.

27. The Village has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
28. The Village has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
29. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if applicable.
30. The financial statements include all fiduciary activities required by GASB Statement No. 84, if applicable.
31. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34 as amended.
32. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
33. Components of net position (net investment in capital assets; restricted; unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
34. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
35. Provisions for uncollectible receivables have been properly identified and recorded.
36. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
37. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
38. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
39. Deposits and investment securities are properly classified as to risk and are properly disclosed.
40. Capital assets, including infrastructure and intangible assets, as applicable, are properly capitalized, reported, and, if applicable, depreciated or amortized.
41. We have appropriately disclosed the Village's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position is properly recognized under the policy.

42. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
43. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
44. With respect to the other supplementary information:
- a. We acknowledge our responsibility for presenting the other supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the other supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of other supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b. If the other supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
45. In regard to the financial statement preparation performed by your firm, we have:
- a. Assumed all management responsibilities.
 - b. Designated the Trustee of Finance and Treasurer, who have suitable skill, knowledge, or experience to oversee the services.
 - c. Evaluated the adequacy and result of the services performed.
 - d. Accepted responsibility for the results of the services.

Signed: _____

Signed: _____

Title: _____

Title: _____



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

VILLAGE OF POPLAR GROVE Capital Asset Reporting – Packages

Initial Setup Fee - \$750

Initial setup fee is waived for all clients who choose a Level 2 or Level 3 service package.

Level 1 – \$1,250 Annually

Capital asset reporting on an annual basis including:

- Annual update to capital asset schedules required for GASB 34 reporting using client provided listings of additions and deletions (essentially use of our software for reporting purposes, but all information provided to us for input)

Level 2 – \$2,500 Annually

Capital asset reporting on an annual basis including:

- Review of expenditures annually to determine assets for reporting
- Preparation of supporting documentation for any additions for audit purposes
- Annual update to capital asset schedules required for GASB 34 reporting

Level 3 – \$6,000 Annually

Full-service reporting of capital assets on a monthly or quarterly basis including:

- Review of expenditures monthly to determine assets for reporting
- Prepare supporting documentation for any additions to for audit purposes
- Annual update to capital asset schedules required for GASB 34 reporting
- Review of capital asset policy annually
- Assistance with capital planning
- Preparation of monthly capital asset reports summarizing capital expenditures for that month along with addition and disposal information

RESOLUTION NUMBER: 2022-__

**A RESOLUTION OF THE VILLAGE OF POPLAR GROVE, ILLINOIS
AUTHORIZING THE VILLAGE TO APPROVE A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF POPLAR GROVE AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

WHEREAS, the Village of Poplar Grove ("Village") has a public works department ("Department"); and

WHEREAS, the full time employees that work in the public works department are represented by the International Union of Operating Engineers, Local 150; and

WHEREAS, the Village and International Union of Operating Engineers, Local 150 have reached an accord as to a Collective Bargaining Agreement effective May 1, 2022 through April 30, 2025 attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Village has determined that it is in the best interest of the Village and its citizens to approve and enter into the Collective Bargaining Agreement.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Poplar Grove, Illinois as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. The Village hereby accepts and approves the Collective Bargaining Agreement attached hereto as Exhibit A or one in substantially similar form.
3. The Village President and the Village Clerk are hereby authorized to execute and attest said Collective Bargaining Agreement and any other documents necessary to effectuate the intentions set forth therein.
4. The wages set forth in this agreement shall be retroactive to May 1, 2022.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS _____ DAY OF _____, 2022

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2022

DONALD SATTLER, VILLAGE PRESIDENT

ATTEST:

KARRI ANDERBERG, VILLAGE CLERK

EXHIBIT A
Collective Bargaining Agreement

Through April 30, 2025

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150**
and
THE VILLAGE OF POPLAR GROVE
AGREEMENT

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The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual

SECTION 1.3: NEW CLASSIFICATIONS

The Village may not employ more than three seasonal or temporary employees at any time. Moreover, the Village may not use seasonal or temporary employees to perform work traditionally performed by bargaining unit employees.

****EXCLUDED:** All other employees of the Village of Poplar Grove. All supervisory, managerial and confidential employees of the Village of Poplar Grove as defined by the Act.

In accordance with the aforesaid Decision and Certification of Representative, the provisions of this Agreement shall cover and be applicable to only those employees in the "Bargaining Unit" described and limited as follows: ****INCLUDED:** All full-time employees of the Village of Poplar Grove Public Works Department employed in its Wastewater Treatment Plant; Water Department; and Street Department.

SECTION 1.2

In compliance with the Decision and Certification of Representative, issued by the Illinois State Labor Relations Board in Case No. S-RC-09-107, the Employer recognizes the Union as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

SECTION 1.1

ARTICLE I

This Agreement has been made and into by and between the Village of Poplar Grove, Illinois, (hereinafter to as the "Employer") and International Union of Operating Engineers, Local 150, (hereinafter to as the "Union"), on behalf of certain described in Article I.

AGREEMENT

The Employer and the Union each represent that the purpose and of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, prompt and equitable resolution of disputes and of employment.

PREAMBLE

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 applicable State statute.

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs.

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

SECTION 3.1: DEDUCTIONS

**ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF**

The Employer shall allow the Union space for one (1) bulletin board for the sole and exclusive use of the Union.

SECTION 2.3: UNION BULLETIN BOARD

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice with supervisor approval of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

The Employer 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 not to 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 employees.

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

ARTICLE II

Where agreement is not reached by the time work must be started, the employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Except as set forth herein, the hours for bargaining unit employees are from 7:30 a.m. to 4:00 p.m. Monday through Friday. The designation of the shift in the aforementioned sentence is at the discretion of the employee with approval by the Public Works Director, provided, however, that no less than 2 employees are scheduled on a given shift.
- (C) All overtime must be approved by the Public Works Director in advance.
- (D) The Employer may hire part-time employees on a schedule established by the Employer consistent with this Agreement, or may allow existing employees to work a part-time schedule agreed upon by the Employer and the Union.

SECTION 4.1: WORKDAY AND WORKWEEK
HOURS OF WORK AND OVERTIME
ARTICLE IV

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization from an approved list of charitable organizations made by the Illinois Labor Relations Board. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

SECTION 3.4

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

SECTION 3.3: HOLD HARMLESS

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.2: APPEAL PROCEDURE

The Union shall certify the current amount of Union deductions to the Employer.
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 bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

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 or temporary personnel on said overtime without violating the Agreement.

The Employer agrees to distribute overtime on a reasonably equal basis amongst those qualified employees who usually perform the type of work at issue on a rotating basis, starting with the most senior and continuing thereafter. The employee working on any job which 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.

SECTION 4.5: OVERTIME DISTRIBUTION

- (A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of his/her normal work day or work week, as defined in Section 4.1 of this Article.
- (B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays and Sundays.
- (C) Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.

The compensation paid employees for overtime work shall be as follows:

SECTION 4.4: OVERTIME COMPENSATION

Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed a rest period of eight (8) consecutive hours.

SECTION 4.3: MANDATORY REST PERIOD

- (B) Employees shall be granted a one half hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work early, or shall be compensated at the appropriate rate.
- (A) There shall be two (2) paid rest periods of fifteen (15) minutes each during regular eight (8) hour shift; one during the first half of the shift and one during the second half of the shift. The rest period shall be uninterrupted, except for emergency situations, and shall be scheduled by the supervisor.

SECTION 4.2: LUNCH/REST PERIODS

Subject to the reasonable approval of the employee's supervisor, an employee entitled to overtime pay may elect to take compensatory time off in lieu of receiving overtime pay in accord with the provisions of the Fair Labor Standards Act. Compensatory time shall be taken in one hour time blocks. 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 one hundred (100) hours of compensatory time in a given year. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time once per year. Unused compensatory time will be cashed out during the last pay period of the calendar year, except that 40 hours may be carried over from year to year. The employer may require an employee to use accrued compensatory time.

SECTION 4.8: COMPENSATORY TIME OFF

- the Public Works Director.
- D. On-call employees must remain sober (as defined by CDL requirements), be readily available to work and provide a primary telephone number at which they may be contacted. Under normal conditions, an employee must be able to reach his reporting location within a reasonable period of time after being notified of the need to respond to the call-out. If an employee has taken sick leave and is unable to work a call out due to his or her own illness or injury, the on call assignment will be reassigned by the Public Works Director.
- C. If an on-call assignment falls on a recognized holiday, that employee shall receive an additional \$30.00 for each holiday he is on-call.
- B. On-call employees shall be compensated \$125.00 for each week they are in on-call status and employees may switch their on-call status with another qualified employee, on a daily basis, with Supervisor approval.
- A. One employee shall be scheduled to be on-call from 8:00 am on Monday until 7:59 am the following Monday (one week). Each employee shall be inserted into the on-call schedule by seniority and the schedule will rotate after that.

The Employer shall make on-call assignments as follows:

SECTION 4.7: ON-CALL

A "callback" is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.6: CALLBACK

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least twenty-one (21) days notice of any layoffs and bargain the effects thereof, except in emergency situations wherein such period of notice may be reduced.

SECTION 6.1: DEFINITION AND NOTICE

**ARTICLE VI
LAYOFF AND RECALL**

Newly hired employees shall be probationary employees until ninety (90) calendar days from the date of hire and shall not have seniority. During this probation period, the Employer may layoff, suspend, discharge or discipline newly hired probationary employees for any reason whatsoever, and such action shall not constitute a basis for a grievance. Upon successful completion of the probationary period, a newly hired employee's seniority will commence as of his employment date. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

SECTION 5.4: PROBATIONARY EMPLOYEES

The Employer will furnish to the Union upon reasonable request, but not more than every three (3) months, a current seniority list, including the name, address, date of hire, job classification and rate of pay of each employee. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.3: SENIORITY LIST

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, and failure to return from a leave of absence. However, if an employee returns to employment in the bargaining unit for the Employer within twelve (12) months, the employee's seniority shall be restored to that which the employee had on the date of the break in service.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's most current date of hire. Seniority ranking for employees commencing employment on the same date shall be determined by lottery. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

SECTION 5.1: SENIORITY DEFINED

**ARTICLE V
SENIORITY**

Pursuant to actual imposition of suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, a representative of the Union (Steward) shall be

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Maintenance of discipline is the sole and exclusive responsibility of the Employer. However, no employee shall be disciplined or discharged except for just cause. Discipline shall include but not be exclusive of the following:

SECTION 7.1: EMPLOYEE DISCIPLINE

**ARTICLE VII
DISCIPLINARY PROCEDURES**

The Village shall send notice by certified mail of recall to the recalled employee's last known address. An employee who receives a recall notice shall be required to respond to such notice within seven (7) days of the date of such notice, by contacting the Village employee described in such notice. Employees shall be required to report to work no later than fourteen (14) days after the date of the notice of recall. The dates of required notification to the Village and of reporting back to work shall be specified in the notice of recall. An employee who does not contact the Village within the time limit provided, or does not report for duty within the time limit provided, or who otherwise declines recall, shall be removed from the layoff list, and shall be ineligible for further recall.

The names of laid-off employees shall be placed on a layoff list for twelve (12) months. Employees shall be recalled in seniority order. After twelve (12) months on layoff, an employee shall lose his/her seniority.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

In the event of a layoff, the Village will lay off the least senior employees within a classification who do not have the skills and abilities to continue delivery of needed Village services. The Village will consider licenses, certifications and skill and ability in making this determination, as well as its need for the employee's skills and abilities.

SECTION 6.2: GENERAL PROCEDURES

The Union may submit a written grievance to the Village President or his/her designee within ten (10) business days of the event giving rise to the grievance or the Union's or employee's reasonable knowledge of the events giving rise to the grievance, whichever is later. The Union is deemed to have reasonable knowledge of the events giving rise to any grievance concerning discipline within two business days after the Employer mails a notice of the discipline to the Union office. The Employer or the Union may request a conference to attempt to adjust the matter. The Village President or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal. A business day shall exclude Saturdays, Sundays and legal holidays.

STEP ONE: VILLAGE PRESIDENT

SECTION 8.3: GRIEVANCE STEPS

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

SECTION 8.2: PROCESSING OF GRIEVANCE

A "grievance" is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express, written provision of this Agreement.

SECTION 8.1: GRIEVANCE DEFINED

ARTICLE VIII GRIEVANCE PROCEDURE

After twenty-four (24) months, the Employer will not consider for disciplinary purposes any conduct of an employee for which the employee did not receive at least a written warning.

SECTION 7.3:

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

SECTION 7.2: RIGHT TO REPRESENTATION

allowed to be present and participate in such discussions. A written warning, suspension or discharge may be justified in some cases for the first or any later offense. Discipline shall be appropriate to the circumstances.

STEP TWO: ARBITRATION

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within thirty (30) business days of the Step One response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. If either party objects, another panel will be requested and another arbitrator selected. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike, with the Union taking the first strike in the first arbitration. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. Nothing in this Agreement waives either parties' right to present questions of substantive arbitrability to a court of law.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the Federal Mediation and Conciliation Service shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

All time earned for a floating holiday must be taken on or before December 30 of each year, and all floating holidays not used by December 30 will be lost. No employee is entitled to payment for the value of any floating holiday upon separation of employment

- | | |
|------------------------|--------------------|
| New Year's Day | New Year's Eve Day |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | Thanksgiving Day |
| Floating Holiday | Good Friday |
| Day after Thanksgiving | |

Holidays are:

SECTION 9.1: GENERAL INFORMATION

ARTICLE IX
HOLIDAYS

In any situation in which an employee is directed to take specific employment action which the employee feels may be a violation of the Agreement and/or the subject of a grievance, it shall be the responsibility of the employee to perform the employment action and to submit the matter to grievance, if desired, after completion. If the employee reasonably believes (1) the employment action will present a clear and present danger of personal injury to himself or another person or (2) the employment action requested is a violation of state or federal law, the employee may refuse to perform the employment action and shall submit the matter to the grievance procedure.

SECTION 8.6

- (A) Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Grievances not responded to within the time limits shall automatically advance to the next step.
- (B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the specific section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.4: GRIEVANCE FORMS

- C. Vacation may be used in increments of one hour or more.
- B. New employees shall be eligible for vacation usage after successfully completing their probation period on a prorated basis.
- A. Up to eighty (80) hours of unused vacation may be extended into the following year provided no employee may be entitled to more than his/her regular vacation time plus eighty (80) hours in any one year. Part-time employees may extend up to forty (40) hours of unused vacation time into the following year.

SECTION 10.2: VACATION USAGE

Service Time	Vacation Available
1 Year	5 Days
3 Year	10 Days
5 Years	15 Days
10 Years	17 Days
15 Years	20 Days

Full-time bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

SECTION 10.1: VACATION ACCRUAL

ARTICLE X
VACATIONS

All full-time employees shall receive eight (8) hours pay for each holiday. Part-time employees shall receive a prorated amount, based on the number of hours the employee averages during a normal work week. Employees who work on a holiday shall additionally be compensated at two (2) times their regular rate of pay for all time actually worked on such holiday. To be eligible for holiday pay, the employee cannot have unexcused leave on the employee's last scheduled work day before the holiday or the first scheduled work day after the holiday.

SECTION 9.3: HOLIDAY PAY

- B. If a public works emergency precludes voting, the Employer will make a reasonable period of paid time off available to vote.
- A. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.2: SPECIFIC APPLICATIONS

Other than the above, floating holidays will be scheduled under the same terms and conditions provided for vacation in Article X.

Sick leave to which the employee is entitled will be granted because of personal illness, emergency trips to the doctor or dentist, illness in the immediate family, or legal quarantine. For purposes of this section, "immediate family" is defined as the employee's spouse, party to a civil union, children, parents, foster or step-children, or grandchildren living with the employee. Such time may be used in increments of one (1) hour or more.

SECTION 11.2: SICK LEAVE USE

Full-time employees shall accrue paid sick leave at the rate of fifty six (56) hours per year. Employees may accrue a maximum of 180 hours for their own use. Employees may accrue sick leave in excess of 180 hours for **IMRF** credit purposes only.

SECTION 11.1: SICK LEAVE ACCRUAL

**ARTICLE XI
SICK LEAVE**

An employee must provide his or her supervisor at least 7 calendar days notice to schedule any vacation of 5 days or more, or at least 2 calendar days notice for any vacation less than 5 days. The supervisor can waive the required notice without setting any precedent.

SECTION 10.6

When a holiday falls on an employee's regularly scheduled work day during the employee's scheduled vacation, the employee will be paid for the holiday and retain the vacation day.

SECTION 10.5

Time spent by employees while on unpaid medical or personal leaves shall not be counted as time worked for purposes of computing vacation benefits.

SECTION 10.4

- A. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay.
- B. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

SECTION 10.3: ACCUMULATED VACATION AT SEPARATION

- D. All bargaining unit employees shall be granted their vacation leave on a calendar year basis, beginning January 1 each year. Should an employee separate employment prior to December 31, vacation will be prorated to the date of separation.

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.1: DISABILITY LEAVE

**ARTICLE XII
LEAVES OF ABSENCE**

In the event that an employee is disabled in a service connected injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois Workers' Compensation Insurance Laws.

SECTION 11.7 WORKERS COMPENSATION

An unpaid sick leave of absence in the Employer's discretion may be granted to an employee whose illness or disability continues beyond the employee's accumulated sick leave. The employee must submit a physician's statement supporting the leave request and a physician's statement supporting the employee's ability to return to work where leave was approved.

SECTION 11.6 UNPAID LEAVE OF ABSENCE

Sick leave is intended to protect sick or disabled employees from loss of income and will not be used as vacation time. Suspected abuse of sick leave will be investigated and violations of policy will result in discipline up to and including termination.

SECTION 11.5 SICK LEAVE ABUSE

Employees shall notify Employer of needed vaccinations, and shall obtain necessary vaccinations and/or boosters. Employees will be provided with hepatitis A and B, tuberculosis and tetanus vaccinations at no cost to the Employee at the Boone County Health Department or reimbursed for those vaccinations at the Boone County Health Department rate.

SECTION 11.4: VACCINATIONS

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

Should sick leave benefits be exhausted in the case of a prolonged personal illness, Employee may utilize accrued vacation leave in lieu of sick leave under the terms of Section 12.4. The Village may require an Employee to provide a medical release for return to work after an illness or injury after five or more (5) working days absence or use of any form of medical leave of five (5) or more working days.

Sick leave may be granted in minimum one (1) hour blocks.

The Employer shall pay the remaining premium for hospital and major medical coverage after full-time employees pay eighteen percent (18%) of the single and family premium. The participating

SECTION 13.1 HEALTH INSURANCE

ARTICLE XIII
HEALTH INSURANCE

Leave with pay will be granted to full-time bargaining unit employees for time spent in jury and grand jury service. Employees shall be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury service on a scheduled work day.

SECTION 12.5: JURY DUTY LEAVE

The Employer will follow the Family and Medical Leave Act. The relevant twelve 12 month period is a rolling twelve 12 month period measured backward from the date an employee uses any leave.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

For purposes of this article, "immediate family" shall include the employee's current spouse, party to a civil union, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, grandparent or step-grandparent, aunt, uncle, niece, nephew, grandchildren, mother-in-law, father-in-law, parents of a party to a civil union, grandparent-in-law, brother-in-law, and sister-in-law.

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. If the employee must travel more than 500 miles to attend the funeral, he/she shall be granted five (5) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

SECTION 12.3: FUNERAL LEAVE

All employee taking a leave of absence should utilize all accrued vacation. An employee is required to pay for his/her own insurance while on unpaid leave of absence.

Request for unpaid leave of absence or any extension of a leave must be submitted in writing to the employee's supervisor at least 30 days prior to commencement of the leave period or the extension. The supervisor will forward the request to the Village President recommending approval or disapproval, but the final decision will be made by the Village President.

The Employer may grant leaves of absence without pay to all employees who have completed at least one (1) year of service for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

When a bargaining unit employee obtains and/or renews a Commercial Driver's License, the Employer shall reimburse the bargaining unit employee for the cost of said license, including renewals and any endorsements, based on receipts submitted to the Employer within thirty (30)

SECTION 14.2: CDL LICENSE

Breakfast \$8.00
Lunch \$12.00
Dinner \$20.00

Employees shall be reimbursed up to the maximum meal costs stated, upon presentation of original meal receipt on a detailed expense report. The Village will not reimburse for any alcohol consumption expenses.

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. The Employer shall pay for all tolls incurred during travel to the training/school session. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Internal Revenue Service. In the event that an employee needs to stay overnight at such training/school session, the Employer will reimburse the reasonable cost of lodging to the Employee.

SECTION 14.1: COMPENSATION

ARTICLE XIV
EMPLOYEE TRAINING AND EDUCATION

The Employer shall have the right to change to or from a self-insurance program and/or to change carriers or coverages and to institute cost containment measures relative to insurance coverage which may include, but not be limited to, (a) increase in deductible or co-insurance, (b) mandatory second opinions for elective surgery, (c) pre-admission and continuing admission review, (d) prohibition on weekend admissions except for emergency situations, and (e) mandatory outpatient elective surgery for certain designated surgical procedures as long as the basic level of benefits to the employees remains substantially the same.

SECTION 13.3

The Village is a partner with the IMRF member of National Conference on Public Employee Retirement Systems (NCPERS) Voluntary Life Insurance Plan. All full-time employees will be enrolled in the benefit from group term life insurance. The full cost of this coverage is paid by the Village. Benefits are outlined in the certificate of insurance provided to all employee participants.

SECTION 13.2 LIFE INSURANCE

employee is responsible for any copayments, deductibles or other charges required by the program he or she selects.

The Employer and Union shall jointly develop a mutually satisfactory Employee Assistance Program for the benefit of bargaining unit members and other Village employees. The costs of any such program shall be borne by the Employer. The Employer shall establish a committee to plan and implement such a program with representation on the committee consisting of equal numbers of members of members of the Village and members of the Union.

No information derived from such a program shall be used to demote or economically harm an employee and shall remain strictly confidential.

SECTION 15.4: EMPLOYEE ASSISTANCE PROGRAM

The employees agree to use and maintain in good working condition all safety and personal protection equipment; to obey all safety rules, government regulations, signs, markings and instructions; to report any condition or practice that may cause injury or damage to equipment; and to report any accident or injury, no matter how minor, to their supervisor immediately.

SECTION 15.3

The Employer agrees to attempt to provide a safe environment for the welfare of its employees and the public it serves.

SECTION 15.2

The Employer and the union agree that protecting the safety and health of the employees in their work demands great concern on the part of both the Employer and the Union. In order to promote this concern among all employees, as individuals and as members of units, the Employer and the Union urge every employee to continue to improve safety and health in the working conditions of their employment, and where appropriate, to make suggestions for this improvement to their immediate supervisor, any Trustee or the Village President.

SECTION 15.1: COMPLIANCE WITH LAWS

**ARTICLE XV
SAFETY**

With Department Head prior approval, bargaining unit employees who voluntarily participate in an education and training program applicable to Employer interest shall be eligible to receive reimbursement for tuition, registration and other items charged by the educational institution necessary to the course. Expenses will be reimbursed upon providing certified proof of satisfactory course completion. Receipts are required for reimbursement.

SECTION 14.3: EDUCATIONAL INCENTIVE

days. This Section does not require the Employer to reimburse the Employee for expenses prior to the ratification of the first contract or before their date of hire.

The Employer shall provide all necessary items of protective clothing and safety gear. Upon separation, all employees shall return to the Village protective clothing and safety gear issued by the Village.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer will provide a uniform service for pants for the Employees at its cost, and will consider the Employee's preferences concerning the pants supplied. The Employer will supply the Employees with T-shirts. The Employer will provide the Employees up to \$250.00 boot allowance per employee per year for the purchase of work boots.

SECTION 18.1: UNIFORMS/FOOTWEAR

UNIFORMS AND EQUIPMENT

ARTICLE XVIII

The Village shall not subcontract any work currently performed by employees covered by this Agreement which would result in a layoff of bargaining unit employees.

NO SUBCONTRACTING

ARTICLE XVII

Labor-management conferences shall not address grievances and arbitrations. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

SECTION 16.2: PURPOSE

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

- (A) Discussion of the implementation and general administration of this Agreement;
 - (B) A sharing of general information of interest to the parties;
 - (C) The identification of possible health and safety concerns.
- In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled at a time mutually agreed upon by the parties, and shall be limited to:

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

LABOR-MANAGEMENT MEETINGS

ARTICLE XVI

During the term of this Agreement, the Employer shall not lockout any bargaining unit.

SECTION 21.2: NO LOCKOUT

During the term of this Agreement, there shall be no strikes, cessation of work or boycotts.

SECTION 21.1: NO STRIKE

**ARTICLE XXI
NO STRIKE / NO LOCKOUT**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or nonmembership or the exercise of their lawful rights.

SECTION 20.2: UNION ACTIVITY

The Employer, Union and all employees shall continue to comply with the applicable state and federal laws prohibiting discrimination, including discrimination on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental, emotional and/or physical disability, or sexual orientation. As these terms are defined by Illinois statute, the United States Code and corresponding regulations, any claims of discrimination must be pursued in the appropriate state or federal court, not under the grievance procedures of this Agreement.

SECTION 20.1: PROHIBITION AGAINST DISCRIMINATION

**ARTICLE XX
NON-DISCRIMINATION**

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at the actual cost of copying, as soon as copies can be made, but no later than seven (7) days after the request is made by the employee.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

Personnel record will be made available during regular business hours for an employee and/or his/her designee to review upon written request.

SECTION 19.1: PERSONNEL RECORDS

**ARTICLE XIX
PERSONNEL RECORDS**

The Employer reserves the right to seek applicants for employment and to hire employees from any source whatsoever and further reserves the exclusive right to determine, solely within its own discretion, the qualifications for employment, and the qualifications of each applicant for employment.

SECTION 22.4

The listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any rights of management not listed herein, whether or not such rights have been exercised by the Employer in the past.

- (1) direct, plan and control Village operations and the services to be delivered to the citizens;
- (2) establish and change work schedules;
- (3) hire, promote, assign work to, transfer and demote employees as needed to insure maximum mobility of employees and efficiency of operation;
- (4) discipline, suspend or discharge employees for just cause;
- (5) select the managerial and supervisory employees;
- (6) Layoff, furlough or reduce hours for any legitimate reason;
- (7) Make, change and enforce reasonable work rules, regulations, policies and practices;
- (8) Introduce new and improved methods or facilities, or to change existing methods or facilities;
- (9) establish quality and quantity standards of performance by employees;
- (10) control the use of Village property and the sources of services and supplies;
- (11) establish, change, combine or abolish job classifications and the content of job classifications;
- (12) Determine the hours of work and to prescribe overtime

Rights reserved to management of the Village include, but are not necessarily limited to, the right to:

SECTION 22.3: MANAGEMENT RIGHTS

This Agreement contains the entire Agreement between the parties with respect to the terms and conditions of employment.

SECTION 22.2: ENTIRE AGREEMENT

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively as provided in this Agreement with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 22.1: UNION RIGHTS

**ARTICLE XXII
BARGAINING RIGHTS**

Employer and Union recognize the following classifications: Designated Class C Water Operator, Designated Class I Wastewater Operator, Laborer.

SECTION 23.3 CLASSIFICATIONS

Ten (10) consecutive years of employment = 2% added to base wage rate on 10th anniversary.
Fifteen (15) consecutive years of employment = 2% added to base wage on 15th anniversary.
For each consecutive year of employment, employees shall be compensated according to the following schedule:

SECTION 23.2: LONGEVITY COMPENSATION

The Employer agrees that it will enter into negotiations concerning changes to this section with the Union, on the Union's written notice to the Employer on or before ninety (90) days before said termination.
The starting wage shall be \$21.90 effective May 1, 2022. A new employee hired following the execution of this agreement must complete twelve calendar months of employment before receiving a wage increase. Following twelve calendar months of employment, the new employee shall receive a 3% annual increase outlined above.

	5/1/2022	5/1/2023	5/1/2024
Start	\$21.90	\$21.90	\$21.90
After Year 1		\$22.56	\$22.56
After Year 2			\$23.23
Kyle Martenson	\$24.65	\$26.15	\$27.44

SECTION 23.1: WAGE RATES

ARTICLE XXIII
WAGES

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibility and obligations of the Employer.

SECTION 22.5

This Agreement shall be in full force and effect as of the date of its execution and shall remain in effect until midnight of April 30, 2022, and shall continue thereafter in full force and effect from year to year unless written notice of desire to terminate, amend or modify this Agreement is given by either party to the other in writing by registered mail on or before ninety (90) days prior to the aforesaid termination date.

SECTION 27.1

**ARTICLE XXVII
TERMINATION**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate renegotiation.

**ARTICLE XXVI
SAVINGS CLAUSE**

For purposes of promotion or transfer where the skill and ability to perform the work of employees are at least equal, as determined by the Village, the Village will promote or transfer the most senior employee who has the skills and abilities for the division and classification. The Village will consider licenses, certifications and skill and ability in making this determination.

SECTION 25.2: FILLING OF VACANCIES

Whenever the Employer 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 all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 25.1: POSTING

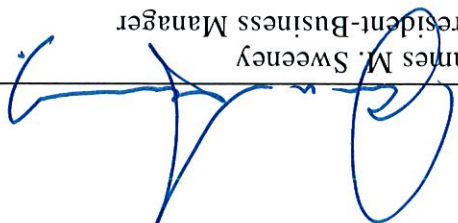
**ARTICLE XXV
FILLING OF VACANCIES**

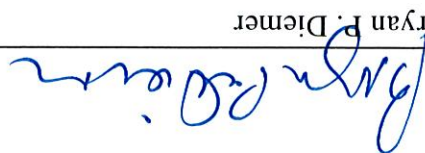
The drug and alcohol policy, in effect for all bargaining unit employees required to have a Commercial Driver's License, is set forth in Appendix A, attached hereto and made a part hereof.

**ARTICLE XXIV
DRUG AND ALCOHOL POLICY**

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2022, in the Village of Poplar Grove.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150


James M. Sweeney
President-Business Manager


Bryan P. Diemer

VILLAGE OF POPLAR GROVE

Don Sattler, Village President

APPENDIX A DRUG AND ALCOHOL POLICY

1. PROHIBITIONS

a. Prohibited Alcohol-Related Conduct

An employee shall not operate a Village commercial motor vehicle or perform a related safety-sensitive function if s/he has engaged in any form of alcohol-related conduct listed below:

- i. Using alcohol on the job.
- ii. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
- iii. Having a prohibited breath alcohol concentration while performing a safety-sensitive function.
- iv. Having used alcohol during the four (4) hours before going on duty.
- v. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
- vi. Refusing to submit to a required alcohol test.

b. Prohibited Drug-Related Conduct

An employee shall not perform a safety-sensitive function if s/he has engaged in any of the following activities:

- i. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it not will interfere with the employee's ability to perform his job safely:
 1. Marijuana (THC metabolite)
 2. Cocaine
 3. Opiates (morphine and codeine)
 4. Phenycyclidine (PCP)
 5. Amphetamines
- ii. Being in possession of any unauthorized controlled substance,
- iii. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
- iv. Refusing to submit to a required controlled substances test.

c. Reporting Requirements for Prescribed Controlled Substances

- i. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of

1. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
2. If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

iii. Post-Accident Drug Testing

1. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
2. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
3. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
4. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

ii. Post-Accident Alcohol Testing

- a. Injury requiring medical treatment away from the scene; or
 - b. One or more vehicles having to be towed from the scene.
1. The accident involved the loss of life, or substantial property damage; or
 2. The employee was issued a citation for a moving traffic violation arising from an accident that included:
- i. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:

a. Post-Accident Testing

2. CATEGORIES OF TESTING

- ii. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

- 1. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has an equal chance of being selected.
- 2. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

iii. Selection

- 1. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees required to have a CDL in calendar year 1996. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
- 2. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.

ii. Frequency

- 1. Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the drivers is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
- 2. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.

i. Restricted Period

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

b. Random Testing

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker,

f. Substance Abuse Professional

- i. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
- ii. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.

e. Follow-Up Testing

- i. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until she takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
- ii. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

d. Return to Duty Testing

- i. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
- ii. The Department Head or a second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
- iii. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested.
- iv. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours.
- v. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including, at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

c. Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

i. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).

b. Laboratory Analysis

The Medical Review Officer shall be a licensed physician designated by the Employer as the person responsible for receiving laboratory results generated by the Employer's drug testing program. The MKO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

ii. Medical Review Officer (MRO)

6. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.
5. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
4. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
3. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
2. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or nonprescription medication s/he is using.
1. Once a drug test is announced, an employee shall go directly to the collection site.

i. Collection Site

a. Drug Testing Procedures

3. TESTING PROCEDURES

employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the

3. Confirmation/Split Specimen Test

- c. The employee shall remain out of service pending the result of the split sample analysis.

- i. If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
- ii. If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

- a. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- b. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

2. Positive Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Employer and the employee.

1. Negative Test Results

- ii. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- iii. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- iv. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS certified laboratory for testing.
- v. Primary Specimen Test Results

- i. If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
- ii. Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

- i. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.
- ii. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1. The employee shall be placed out of service until this determination is made.
2. If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

1. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
2. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
3. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

iv. Confirmation Test

1. If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
2. If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

iii. Screening Test

1. Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
2. Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
3. An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
4. Once testing is complete, the BAT shall show the results to the employee.

ii. Testing Site

1. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
2. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

i. Screening Test

f. Alcohol Testing Procedures

- a. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs, alcohol or other dangerous substances, the employee shall be subject to disciplinary action up to and including discharge and/or be required to complete a drug/alcohol rehabilitative treatment program at the employee's expense, to the extent not covered by insurance. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at his/her expense.
- b. Refusal to Provide a Blood, Breath, or urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action, up to and including discharge of the employee. If the employee is physically unable to provide a urine specimen, the Village may request a blood specimen for Laboratory testing.
- c. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action up to and including discharge of the employee who engages in such activity.
- d. Drug-Related Conviction: The conviction of an employee for any offense involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action up to and including discharge, whether or not such offense occurred during normal work hours. Such arrests and convictions must be reported to the employee's supervisor within twenty-four (24) hours of such arrest/conviction.
- e. Alcohol Related Offenses: The conviction of an employee for any alcohol related offense shall also constitute cause for discipline up to and including termination, whether such offense occurred during normal work hours. Such arrest and

4. CONSEQUENCES OF POSITIVE TEST RESULTS

- v. Inability to Provide an Adequate Amount of Breath
1. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
 2. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
 3. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
 4. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
 5. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
 6. The Employer shall pay any medical fees assessed for the examination.

f. Discipline: Any discipline imposed upon employees shall be subject to the hours of such arrest conviction.

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

6. EMPLOYEE ASSISTANCE PROGRAM

- i. Before Testing
 1. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
 2. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
 3. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.
- ii. At Time of Testing

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective B—I-gaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

ii. Extended Leave of Absence

An employee may use any accrued leave (e.g, sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

i. Accrued Leaves of Absence

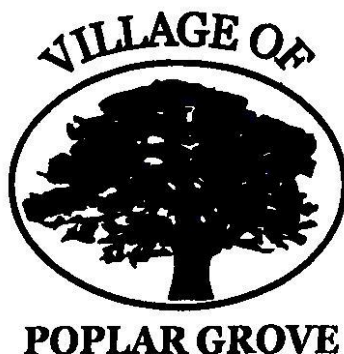
c. Rehabilitative Leave of Absence\

All EAP referrals shall be kept strictly confidential

b. Confidentiality of Referral

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline.

REQUEST FOR PROPOSAL



VILLAGE OF POPLAR GROVE BOONE COUNTY, IL

WASTE HAULING, RECYCLING, & COLLECTION FRANCHISE SERVICES

Contact Information

Karri Anderberg, Village Clerk
Village of Poplar Grove
200 N. Hill St.
Poplar Grove, IL 61065
Phone: (815) 765-3201
Fax: (815) 765-3571

BACKGROUND

BACKGROUND INFORMATION

The Village of Poplar Grove is located in northern Boone County near the Illinois/Wisconsin border. The Village is a small community of 5,123 residents. There are approximately 1,500 residential accounts and 40 commercial accounts.

REQUIREMENTS FOR PROPOSAL

The Village is requesting proposals for a franchise agreement for refuse and recycling collection services.

The ideal contract service provider shall have the ability to respond to residents in a timely fashion by telephone, email inquiries, and submit reports as requested. The Contractor shall perform all disposal services in a neat, orderly, courteous, and efficient manner.

The Village would grant to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of residential and commercial waste; recycling materials, bulk items, yard waste; village sponsored events; and village governmental locations including but not limited to: Poplar Grove Village Hall; Lions Park; Edson Road Shop; North Wastewater Treatment Plant (NWWTP) and South Wastewater Treatment Plant (SWWTP) for the benefit of commercial and residential property owners.

Residential Property Owner is defined as single family residential, apartment units, condominium units, and multi-family dwellings. Commercial Property Owner is defined as all businesses in the village limits.

The basic levels of residential service anticipated:

95 Gallon Cart – Unlimited

35 Gallon Cart – Unlimited option for Seniors at a Senior rate

All residents would be provided a 65-gallon cart for recycling materials.

The contractor shall provide all labor, equipment and proper disposal for the volume of refuse collected for the following items:

- a) Weekly collection of unlimited volume of recyclable materials, to be collected on the same day as the domestic refuse.

Recyclable materials to be collected shall include but not limited to:

- Newspaper, Magazines and Cardboard
- Plastics, clear or colored with the 1 or 2 recyclable symbol code
- Glass, clear or colored
- Cans; aluminum, bimetal, and tin

- b) Weekly collection of unlimited volume of yard waste, to be collected on the same day as the domestic refuse. Yard waste collection shall start the week of April 1 and end the November 30.

Yard waste collection includes:

- Grass clippings, leaves and garden residue in either recyclable paper bags or in 30-gallon reusable containers marked with an “X”. The weight of either shall not exceed 30 lbs. per container.
- Yard waste containers to be provided by contractor.
- Tree branches bundled in length no longer than 48 inches, and the weight shall not exceed 30 lbs. per bundle.

- c) Weekly collection of one bulk item per week. The Village would like to avoid any sticker purchases for bulk items. It is preferred to create a program where one “bulk” item is authorized at a designated pick-up schedule.

Bulk items to be picked up include:

- Furniture
- Household white goods - washers, dryers, water heaters, etc.
- Old carpeting in bundles 4 ft long less than 30 lbs. Max number of rolls is 6.
- Sofas, recliners, tables, mattress or box springs, dressers or other such furniture, toilets, and appliances

Any arrangements for additional pick up or drop off locations can be made between the contractor and the resident. Suggestions for bulk pick up options will be accepted.

- d) The Contractor shall provide large capacity garbage and recycling receptacles at the Village Hall and Public Works Department at no charge to the Village or to its residents. Additionally, Contractor will be expected to provide such services at Village sponsored events.
- e) The successful bidder will be responsible for billing each resident within the Village. In the event that a resident does not make payment for services, the contractor may leave the refuse at the curb. The contractor will notify the Village of the residence not receiving service so that ordinance enforcement can be implemented.
- f) Proposal Bond: Each proposal must be accompanied by a bond or certified check in compliance with Illinois law in the amount of \$100,000.00 payable to the Village. Checks will be returned to unsuccessful Companies immediately upon acceptance of the contract by the successful Company. Bonds should remain firm for a period of ninety days from the date of the proposal opening. The check or bond of the successful Company will be held uncashed until a performance bond is submitted, if required by the Village.
- g) Performance Bond: The successful Company may be required to submit a performance bonds acceptable to the Village. The amount of the performance bonds will be not less than \$100,000.00.

The proposal shall include:

- A brief summary of how invoicing would be managed.
- Each account is direct billed by the Contractor.
- List of vehicles which shall be 2018 or newer with automated handling equipment.
- The Contractor shall provide refuse and recyclable collection service at all municipal buildings and parks at no charge to its residents.
- Residential scheduled pick-up shall be on Mondays between 7:00AM and 6:00PM. (Unless altered by legal holiday)
- A cost for a designated spring or fall clean-up day
- A schedule of fees for commercial and industrial collection
- Yard waste pickup with a tote must be included in total contract price.
- Designation if there is a “single stream” pick up with one truck designated for all types of refuse.

Alternate 1

Please include a fee for senior citizen’s refuse removal and a set of criteria that must be met to qualify for such a rate.

Alternate 2

Please provide pricing for a 5-year and 5-month contract commencing on January 1, 2023 until April 30, 2028.

Alternate 3

Please provide pricing for a 10-year and 5-month contract commencing on January 1, 2023 until April 30, 2033.

Alternate 4

Please provide pricing for a 5-year and 5-month for residential refuse only commencing on January 1, 2023 until December 31, 2028.

Alternate 5

Please provide pricing for a 10-year and 5-month contract for residential refuse only commencing on January 1, 2023 until April 30, 2033.

Alternate 6

Please provide pricing for a 5-year and 5-month contract with pricing for an individual residential customer who wishes to add recycling services commencing on January 1, 2023 until December 31, 2028.

Alternate 7

Please provide pricing for a 10-year and 5-month contract for an individual residential customer who wishes to add recycling services commencing on January 1, 2023 until April 30, 2033.

INSURANCE

As a condition of the contract, Contractor agrees to carry at its own cost the following insurance

coverage, in amounts that are deemed acceptable by the Village respective risk management provider. At a minimum, the following shall be maintained:

- 1) Workers Compensation Insurance – as required by State law
- 2) Bodily Injury Insurance - \$1,000,000.00 each accident and \$1,000,000.00 each person.
- 3) Property Damage Insurance - \$500,000.00 each accident.

The Contractor shall include the Village as an additional named insured on liability and umbrella policies. All insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

The Contractor shall agree to indemnify the Village for all acts arising out the contract for waste hauling services.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Company shall, at a minimum, hold harmless and indemnify the Village against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property resulting in whole or in part from the negligent acts or omissions of the Company, any subcontractor, or any employee, agent, or representative of the Company or a subcontractor occurring in connection with or in any way incident to or arising out of the performance of work under the terms of the contract.

This contract shall be subject to the rights of the Village to cancel and terminate the same at any time by giving a ninety-day notice in writing to the Contractor, for default. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Poplar Grove does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Compliance with State and Federal Law

Contractor warrants that it will comply with all federal, state and local laws, ordinances statutes, rules and regulations, including, but not limited to, the following statutes set forth below. Costs

or associated expenses for any changes to this contract due to compliance with this subsection shall be the responsibility of the Contractor.

Prevailing Wage Act:

The Contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as they currently exist, or may be amended, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Contractor agrees that not less than the prevailing rate of wages as determined by the Village, respectively, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this Proposal specification or contract.

The Contractor shall be responsible for keeping, collecting and submitting copies to the Village, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), including that documentation which is required from subcontractors and sub-subcontractors. The Contractor further agrees to cooperate with the Village in responding to any request by the Illinois Department of Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act.

Contractor Further Certifies:

1. Neither the undersigned nor any firm, partnership, or association in which they have a substantial interest is designated as an ineligible contractor by the Department of Labor pursuant to 820ILCS130/11a.
2. The undersigned shall comply with the provisions of 820 ILCS 130/11a, *et seq.*
3. All employees shall be paid pursuant to the general prevailing rate as determined by the Illinois Department of Labor.
4. Contractor agrees to obtain and forward to any subcontractor within ten (10) days after their execution of any subcontract, including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

Current information on Prevailing Wage Rates can be found on the Illinois Department of Labor's website. (<http://www.state.il.us/agency/idol/rates/rates.>)

GENERAL REQUIREMENTS

- Packages containing the proposal and any related material should be plainly marked on the outside: "Refuse and Recycling Franchise Proposal" **DUE BY OCTOBER 14, 2022**
- Delivery shall be made via mail, courier or in-person:
Village of Poplar Grove
Attn: Karri Anderberg

**200 N. Hill Street
Poplar Grove, IL 61065**

RESERVATION OF RIGHTS TO REJECT, WAIVE AND REISSUE

The Village of Poplar Grove reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at the Board's discretion and without penalty.

OWNERSHIP OF MATERIALS

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the Village of Poplar Grove were allowed by law.

PROPOSAL FORM

The proposal should include the attached cover below.

EVALUATION PROCESS

The Village of Poplar Grove is committed to an objective and open selection process. Every proposal shall receive an unbiased review. A proposal might not be awarded until all reference checks have been verified and interviews (if conducted) are completed.

VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

5-YEAR 5-MONTH PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Poplar Grove

Proposal of _____
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	35 gal. Container	95 gal. Container
January 1, 2023	\$_____	\$_____
January 1, 2024	\$_____	\$_____
January 1, 2025	\$_____	\$_____
January 1, 2026	\$_____	\$_____
January 1, 2027	\$_____	\$_____
January 1, 2028 to April 30, 2028	\$_____	\$_____

Provide the same information for dumpsters.

Name: _____

Incorporated: Yes _____ No _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Address: _____

Telephone Number: _____

Signature of Representative: _____

The above is meant to be a cover to the proposal. Please attach your proposal along with any information you feel will be helpful to the Village Board.

Included

Please include all items requested on Pages 3 and 4 of Request for Proposals, and any additional items you feel will be helpful.

THE VILLAGE OF POPLAR GROVE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THIS BID, IF ACCEPTED BY THE VILLAGE, WILL BECOME PART OF THE FINAL CONTRACT TO BE EXECUTED BETWEEN THE VILLAGE AND THE CONTRACTOR.

VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

10-YEAR 5-MONTH PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Poplar Grove

Proposal of _____
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

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January 1, 2027	\$_____	\$_____
January 1, 2028	\$_____	\$_____
January 1, 2029	\$_____	\$_____
January 1, 2030	\$_____	\$_____
January 1, 2031	\$_____	\$_____
January 1, 2032	\$_____	\$_____
January 1, 2033 to April 30, 2033	\$_____	\$_____

Provide the same information for dumpsters.

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VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

5-YEAR 5-MONTH PROPOSAL—GARBAGE ONLY

To the Village Board of Poplar Grove

Proposal of _____
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	35 gal. Container	95 gal. Container	Optional Recycling Resident Paid
January 1, 2023	\$_____	\$_____	\$_____
January 1, 2024	\$_____	\$_____	\$_____
January 1, 2025	\$_____	\$_____	\$_____
January 1, 2026	\$_____	\$_____	\$_____
January 1, 2027	\$_____	\$_____	\$_____
January 1, 2028 to April 30, 2028	\$_____	\$_____	\$_____

Provide the same information for dumpsters.

Name: _____

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VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

10-YEAR 5-MONTH PROPOSAL—GARBAGE ONLY

To the Village Board of Poplar Grove

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