

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**VILLAGE OF GURNEE
[PUBLIC WORKS UNIT]**

EFFECTIVE

MAY 1, 2021 THROUGH APRIL 30, 2025

Table of Contents

PREAMBLE	1
AGREEMENT	1
ARTICLE I RECOGNITION	1
SECTION 1.1: RECOGNITION	1
SECTION 1.2: NEW CLASSIFICATIONS	2
ARTICLE II UNION REPRESENTATION	2
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS	2
SECTION 2.2: TIME OFF FOR UNION ACTIVITIES	3
SECTION 2.3: UNION BULLETIN BOARDS	3
ARTICLE III UNION DUES/FAIR SHARE CHECKOFF	3
SECTION 3.1: DEDUCTIONS	3
SECTION 3.2: UNION INDEMNIFICATION	4
ARTICLE IV MANAGEMENT RIGHTS	4
SECTION 4.1: MANAGEMENT RIGHTS	4
ARTICLE V HOURS OF WORK AND OVERTIME	5
SECTION 5.1: APPLICATION OF ARTICLE	5
SECTION 5.2: NORMAL WORKDAY AND WORKWEEK	5
SECTION 5.3: LUNCH/REST PERIODS	5
SECTION 5.4: OVERTIME COMPENSATION	6
SECTION 5.5: OVERTIME DISTRIBUTION	7
SECTION 5.6: CALLBACK	7
SECTION 5.7: ON-CALL ASSIGNMENTS – COMMUNICATION DEVICES	8
SECTION 5.8: COMPENSATORY TIME OFF	8
ARTICLE VI SENIORITY	8
SECTION 6.1: SENIORITY DEFINED	8
SECTION 6.2: BREAKS IN CONTINUOUS SERVICE	9
SECTION 6.3: SENIORITY LIST	9
SECTION 6.4: PROBATIONARY EMPLOYEES	9
ARTICLE VII LAYOFF AND RECALL	9
SECTION 7.1: DEFINITION AND NOTICE	9
SECTION 7.2: GENERAL PROCEDURES	9
SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES	10
ARTICLE VIII DISCIPLINARY PROCEDURES	10
SECTION 8.1: EMPLOYEE DISCIPLINE	10
SECTION 8.2: RIGHT TO REPRESENTATION	11
ARTICLE IX GRIEVANCE PROCEDURE	11
SECTION 9.1: GRIEVANCE DEFINED	11
SECTION 9.2: PROCESSING OF GRIEVANCE	11
SECTION 9.3: GRIEVANCE STEPS	11
STEP ONE: SUPERVISOR	11
STEP TWO: DIRECTOR OF PUBLIC WORKS	12
STEP THREE: VILLAGE ADMINISTRATOR	12
STEP FOUR: ARBITRATION	12
SECTION 9.4: GRIEVANCE FORMS	13

Table of Contents

SECTION 9.5: SETTLEMENTS AND TIME LIMITS	14
SECTION 9.6: UNION STEWARDS	14
ARTICLE X HOLIDAYS/PERSONAL TIME.....	14
SECTION 10.1: GENERAL INFORMATION	14
SECTION 10.2: SPECIFIC APPLICATIONS	14
SECTION 10.3: HOLIDAY PAY	15
SECTION 10.4: PERSONAL DAYS	15
ARTICLE XI VACATIONS	15
SECTION 11.1: VACATION ACCRUAL	15
SECTION 11.2: VACATION USAGE	16
SECTION 11.3: ACCUMULATED VACATION AT SEPARATION.....	16
ARTICLE XII SICK LEAVE.....	17
SECTION 12.1: SICK LEAVE ACCRUAL	17
SECTION 12.2: ANNUAL SICK LEAVE BUYBACK INCENTIVE.....	18
SECTION 12.3: PENSION BENEFIT AT RETIREMENT.....	19
ARTICLE XIII LEAVES OF ABSENCE	19
SECTION 13.1: DISABILITY LEAVE	19
SECTION 13.2: DISCRETIONARY LEAVE OF ABSENCE.....	19
SECTION 13.3: BEREAVEMENT/FUNERAL LEAVE	19
SECTION 13.4: FAMILY AND MEDICAL LEAVE	19
SECTION 13.5: JURY DUTY LEAVE	20
SECTION 13.6: MILITARY LEAVE.....	20
ARTICLE XIV HEALTH AND WELFARE	20
ARTICLE XV EMPLOYEE TRAINING AND EDUCATION	22
SECTION 15.1: COMPENSATION	22
SECTION 15.2: LICENSES	22
SECTION 15.3: TUITION ASSISTANCE PROGRAM	22
ARTICLE XVI SAFETY	23
SECTION 16.1: COMPLIANCE WITH LAWS.....	23
SECTION 16.2: UNSAFE CONDITIONS.....	23
ARTICLE XVII LABOR-MANAGEMENT MEETINGS	23
SECTION 17.1: LABOR-MANAGEMENT CONFERENCES	23
SECTION 17.2: PURPOSE.....	23
ARTICLE XVIII SUBCONTRACTING	24
ARTICLE XIX UNIFORMS AND EQUIPMENT	24
SECTION 19.1: UNIFORMS/BOOTS.....	24
SECTION 19.2: PROTECTIVE CLOTHING.....	24
SECTION 19.3: TOOL ALLOWANCE.....	24
ARTICLE XX PERSONNEL RECORDS	24
SECTION 20.1: PERSONNEL RECORDS	24
SECTION 20.2: RIGHT OF INSPECTION AND COPIES	25
SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS	25
ARTICLE XXI NON-DISCRIMINATION	26
ARTICLE XXII NO STRIKE / NO LOCKOUT	26
SECTION 22.1: NO STRIKE.....	26
SECTION 22.2: CONSEQUENCES OF A STRIKE.....	26

Table of Contents

SECTION 22.3: NO LOCKOUT.....	27
ARTICLE XXIII AGREEMENT	27
ARTICLE XXIV WAGES	27
SECTION 24.1: WAGE RATES.....	27
SECTION 24.2: LONGEVITY PAY	27
ARTICLE XXV DRUG AND ALCOHOL POLICY	29
ARTICLE XXVI FILLING OF VACANCIES	30
SECTION 26.1: POSTING.....	30
SECTION 26.2: FILLING OF VACANCIES — GENERAL	30
SECTION 26.3: ADVANCEMENT TO MAINTENANCE WORKER II POSITION.....	30
ARTICLE XXVII SAVINGS CLAUSE	30
ARTICLE XXVIII TERMINATION	31
UNIFORM POLICY.....	2
ANSI Z87.1-2003 Industrial Eyewear Impact Standard.....	9
ANSI Z87.1-2003 Summary.....	9

PREAMBLE

The parties recognize it is important to the public welfare that high quality and dependable Public Works services for operation and maintenance of the Village of Gurnee's infrastructure are maintained consistent with the resources available for that purpose. The parties further recognize that it is vital that such services be provided on an uninterrupted basis to the residents and business community of the Village of Gurnee.

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to the bargaining unit employees, to promote the quality and continuance of public service, to prevent interruptions of work, services, programs and interference with Village of Gurnee operations, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into this 1st day of May, 2021, by and between the Village of Gurnee, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours and working conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board in Case No. S-RC-03-0145:

****INCLUDED**

All regular full-time and regular part-time employees in the following classifications: Maintenance Worker I, Maintenance Worker II, Mechanic and Lead Maintenance Worker, subject to amendment pending Unit Clarification petition.

****EXCLUDED**

All other employees; all other confidential, managerial and supervisory employees as defined in the Act.

SECTION 1.2: NEW CLASSIFICATIONS

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. Any dispute regarding the appropriateness of including the new classification shall be resolved through the processes of the Illinois Labor Relations Board.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate ultimately agreed on or resulting from arbitration differs from that initially 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. The sole issue before the arbitrator shall be whether the rate established by the Employer is unreasonable.

ARTICLE II **UNION REPRESENTATION**

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The parties acknowledge the general principal that working time is for work. The Union Steward or his/her designee shall ask for and obtain permission before leaving his/her job in order to attend meetings with management and/or supervisors scheduled and on work time to discuss discipline or grievances. The granting or denial of permission to carry on such Union business is subject to the Employer's operating needs.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that where practicable, the Union representatives shall give prior notice to the Employer and there is no interruption of the Employer's working schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Two (2) Union Stewards shall be allowed time off without pay for up to one (1) week per year for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and so long as such time off does not substantially interfere with the Employer's operating needs. The employee may utilize Personal, Vacation, or compensatory time off in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARDS

The Employer shall provide a Union bulletin board in the common area adjacent to the employee mail boxes and near the lunchroom. The board shall be for the sole and exclusive use of the Union and shall be separate from other Employer bulletin boards. Postings shall not contain political matter involving the Employer or be inflammatory in nature. A copy of each posting shall be provided to the Director of Public Works prior to posting.

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

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

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

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from a bargaining unit employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. 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 Union shall certify the current amount of Union deductions.

SECTION 3.2: UNION INDEMNIFICATION

The Union shall indemnify, defend and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees, from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that arise out of, or by reason of any action taken or not taken by the Employer in complying with the provisions of this Article, or in reliance on any written check off authorization form furnished under the provisions of this Article. If an improper deduction is made, the Union shall promptly refund to the affected employee(s) any such amount(s).

ARTICLE IV **MANAGEMENT RIGHTS**

SECTION 4.1: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- (A) To plan, direct, control and determine all the operations and services of the Employer;
- (B) To supervise and direct the working forces;
- (C) To establish the qualifications for employment and to employ employees;
- (D) To schedule and assign work;
- (E) To establish work and productivity standards and, from time to time, to change those standards;
- (F) To determine the need for and to assign overtime;
- (G) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;
- (H) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- (I) To transfer, assign and evaluate employees;
- (J) To discipline, suspend and discharge employees for just cause (probationary employees without cause);

- (K) To change or eliminate existing methods, equipment or facilities;
- (L) To contract out for goods and services;
- (M) To establish, implement and maintain an effective internal control program;
- (N) To increase, reduce or change, modify or alter the composition of the work force, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- (O) To determine the overall budget; and
- (P) To carry out the mission of the Employer;

provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

ARTICLE V
HOURS OF WORK AND OVERTIME

SECTION 5.1: APPLICATION OF ARTICLE

This Article is intended solely as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work or days of work for any period of time.

SECTION 5.2: NORMAL WORKDAY AND WORKWEEK

- (A) The normal workday for full-time bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours.
- (B) The normal work schedule for bargaining unit employees is 7:00 a.m. to 3:00 p.m., Monday through Friday. Employees shall be required to report, ready for work, to the workplace at the beginning of each shift. The Employer may alter the scheduled hours of work, provided that where practicable the Employer shall provide to the Union seven (7) days' advance notice of changes in the hours of work for the affected employee(s).

SECTION 5.3: LUNCH/REST PERIODS

- (A) Employees shall be granted a one-half (1/2) hour paid lunch near the midpoint of each day. Employees shall be permitted up to ten (10) minutes of drive/wash up time in addition to

the half hour lunch period. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to take the lunch break later in the shift. Employees shall be on the work site ready to work up to the beginning of drive/wash up time and at the end of the lunch period. The employees (other than Mechanics) shall receive five (5) minutes wash up time at the end of the shift. Mechanics shall be provided with a reasonable amount of time at the end of the day to wash up. It is expressly understood that neither the employee nor the Employer shall abuse this wash up time.

- (B) When the temperature is ninety (90) degrees or more, as determined by management, affected employee(s) designated by management shall receive one-half (1/2) hour of paid time as part of and in addition to the lunch break. The Employer agrees that employees may continue to wear short pants during the aforementioned extreme hot weather as determined by management in appropriate work locations (e.g., non-road work and where no safety issue arises) according to existing department practice.

SECTION 5.4: OVERTIME COMPENSATION

Overtime shall be assigned as needed by the Director of Public Works or his/her designee. All overtime must be approved in advance by management. The compensation paid employees for overtime work shall be as follows:

- (A) A bargaining unit employee shall be paid at one and one-half (1-1/2) his/her regular hourly rate of pay for all hours worked in excess of his/her normal work day or work week as defined in Section 5.2 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 holidays, and for all hours worked on Sunday call back for snow plowing or any other emergency on Sundays.
- (C) Time paid for but not worked (except for sick leave or suspensions) shall be counted as “time worked” for purposes of computing overtime compensation.

The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or

any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

SECTION 5.5: OVERTIME DISTRIBUTION

The Employer shall have the right to require overtime work when necessary at any time and employees shall not refuse overtime assignments unless a bona fide reason exists such as personal illness. The Employer agrees to the extent practical, it will distribute overtime as equally as possible amongst those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall normally work the overtime. The Employer otherwise will offer voluntary overtime opportunities to employees on the basis of seniority. If an insufficient number of volunteers so respond, the Employer shall assign the remaining overtime on the basis of inverse seniority. Requests for volunteers and overtime assignments will be made on a rotating basis. However, the Employer retains the authority to select specific employees for overtime assignments based upon specific skills, ability and experience needed for the completion of a particular assignment.

The 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 other personnel on said overtime without violating the Agreement. The foregoing does not apply to summer help hired by the Employer.

Snow plowing assignments are normally limited to bargaining unit employees. Supervisors may continue to serve as substitute snow plow drivers but will not be called to snowplowing duty unless and until there are no available bargaining unit employees to perform the work. Utility crew member(s) working a snow plow route shall be called off the plow for utility-related assignments as needed and as directed by the Employer. Supervisory staff may continue to fill in on utility crew work as needed.

SECTION 5.6: CALLBACK

A “callback” is defined as an official assignment of work determined and assigned by the Employer which does not continuously follow an employee’s regularly scheduled working hours. Callbacks shall be compensated for at the appropriate rate of pay, for all hours worked on callback, starting from the time an employee reports, with a guaranteed minimum of two (2) hours at the

appropriate rate of pay for each callback. Each employee will be paid for forty-five (45) minutes of report time and said forty-five (45) minutes is included as part of the two (2) hour minimum guarantee. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment “busy work” in order to fill the remaining hours; provided, however, that the Employer retains the right to assign any other legitimate work assignment arising during the course of the callback assignment.

SECTION 5.7: ON-CALL ASSIGNMENTS – COMMUNICATION DEVICES

One (1) employee from the Streets Division and one (1) employee from the Utilities Division shall be assigned to on-call duty each week on a rotating basis throughout the year, based on seniority. Each employee so designated shall receive four (4) hours of pay at time and one-half the employee’s regular straight time, hourly rate of pay for his/her week of on-call duty, which the employee may convert to compensatory time. Employees in on-call duty status are required to carry communication devices provided by the Employer and report for duty at any time, upon receiving a directive to do so from the Employer. The Mechanic and Maintenance I positions are not included in the on-call duty rotation and accordingly shall not receive on-call duty assignments or pay. All employees shall continue to carry communication devices provided by the Employer and respond to calls they receive from time to time.

SECTION 5.8: COMPENSATORY TIME OFF

In lieu of paid overtime, employees entitled to overtime pay may elect to receive compensatory time off which shall accrue at the appropriate overtime rate. Compensatory time shall be granted in a minimum of fifteen (15) minute increments. The use of compensatory time is at all times subject to operating needs. Employees may not accumulate more than one hundred and twenty (120) hours of compensatory time. Should an employee desire, he/she shall be permitted to cash out all or some accrued compensatory time at the employee’s regular straight time hourly rate of pay.

ARTICLE VI **SENIORITY**

SECTION 6.1: SENIORITY DEFINED

An employee’s seniority shall be the period of the employee’s most recent continuous regular employment with the Employer. Ties in seniority shall be resolved by alphabetical placement of the last names of the employees.

SECTION 6.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by a quit or voluntary resignation, a layoff of eighteen (18) months, the failure to return from layoff within twenty-one (21) work days after recall, discharge for just cause, retirement, failure to return from a leave of absence, failure to return to work when fit for duty following medical leave, and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record but there shall be no credit for the time between periods of employment.

SECTION 6.3: SENIORITY LIST

On January 2nd of each year the Employer shall submit to the Union a seniority list for each Department showing the seniority 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 6.4: PROBATIONARY EMPLOYEES

An employee is probationary for one (1) year following the date of hire. Employees who are promoted within the bargaining unit shall serve an additional six (6) month review period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement, except as required by law.

ARTICLE VII **LAYOFF AND RECALL**

SECTION 7.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer decides whether a layoff is necessary. The Employer will give the Union at least two (2) weeks' notice of any layoffs, or more where practicable.

SECTION 7.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off within any classification in inverse

order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, part-time or other non-bargaining unit employees who perform work in the affected classification shall be laid off or terminated, as the case may be.

SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for eighteen (18) months. In the event of a recall, the appropriate number of employees on the layoff list shall be recalled to a vacancy in their job classification in seniority order. An employee subject to recall must be fully qualified to perform the work to which they will be recalled with minimum training. Recall notice shall be sent via certified mail to the last known mailing address of the employee. Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall commencing upon the date of delivery of the recall notice. The recalled employees shall report for work at the end of the notice period. After eighteen (18) months on layoff, an employee shall lose his/her seniority.

ARTICLE VIII **DISCIPLINARY PROCEDURES**

SECTION 8.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance one or more steps in the process may be skipped. Discipline commensurate with the offense shall be imposed for a more severe offense. Discipline shall include but not be exclusive of the following progressive steps of priority:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (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.

Pursuant to actual imposition of written reprimands, 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, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 8.2: RIGHT TO REPRESENTATION

The employee shall be allowed to have a Union Steward or business representative of the Union present during any investigatory interview(s). The Employer agrees to comply with current legal requirements for Union representation.

ARTICLE IX **GRIEVANCE PROCEDURE**

SECTION 9.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of a specific provision of this Agreement.

SECTION 9.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only 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 9.3: GRIEVANCE STEPS

STEP ONE: SUPERVISOR

The Union may submit a grievance in writing on a form agreed upon by the parties to the grievant's Supervisor within fourteen (14) business days of the event giving rise to the grievance or the day when the grievant, through normal diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The grievance shall be signed by the grievant and shall set forth a statement of relevant facts, the specific contract provision(s) allegedly violated and the relief requested. The Supervisor shall then attempt to adjust the matter and shall respond within fourteen (14) business days. Any resolution of a grievance on this step shall not have any precedent value with respect to future grievances.

STEP TWO: DIRECTOR OF PUBLIC WORKS

If the grievance remains unsettled at Step One, and the grievant desires to appeal the grievance, the Union may submit the grievance to the Director of Public Works within seven (7) business days of the response in Step One or when such response was due. The Director of Public Works or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Director of Public Works or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP THREE: VILLAGE ADMINISTRATOR

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the Village Administrator within seven (7) business days of the response in Step Two or when such response was due. The Village Administrator or his/her designee shall schedule a conference within seven (7) business days of receipt of the grievance to attempt to adjust the matter. The Village Administrator or designee shall submit a written response within seven (7) business days of the conference. If the conference is not scheduled, the Village Administrator or designee shall respond to the grievance in writing within seven (7) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within seven (7) business days of the Step Two response. The Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Illinois-based Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The Union shall strike the first name from the first list. 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 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 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.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The Arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issue not so submitted.

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 of the American Arbitration Association.

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 address solely the issue(s) raised in the written statement of the grievance as to whether there has been a violation of this Agreement. The award shall be consistent with applicable laws and rules and regulations of administrative bodies that have the force or effect of law. 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.

SECTION 9.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this

Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant 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 9.5: SETTLEMENTS AND TIME LIMITS

If a grievance is not filed or appealed within the time limits specified in this Article, the grievance shall be deemed to have been waived. If the Employer or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 9.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Director of Public Works to identify the Stewards.

ARTICLE X
HOLIDAYS/PERSONAL TIME

SECTION 10.1: GENERAL INFORMATION

Holidays are:

New Year's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Thanksgiving Day

SECTION 10.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday or Sunday, the Employer will designate a date for observance contiguous to the holiday weekend.

SECTION 10.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. Pursuant to Section 5.4(B) of this Agreement, 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 a holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

The holiday pay premium and minimum guarantee shall apply only on the actual date of the holiday, not the date designated by the Employer for observance pursuant to Section 10.2. The holidays which may be affected are: New Year’s Day, Fourth of July, Christmas Eve, and Christmas Day.

SECTION 10.4: PERSONAL TIME

At the start of each fiscal year (May 1st) all full-time employees shall receive thirty two (32) hours of personal time off with pay to be used in each fiscal year. Personal time for new hires shall be pro-rated as follows: hire date May 1 to July 31: 32 hours; hire date August 1 to October 31: 24 hours; hire date November 1 to January 31: 16 hours; hire date February 1 to March 31: 8 hours; hire date April 1 to April 30: no personal time for current fiscal year. Where practicable, employees shall notify the Employer of his/her intent to use personal time within forty-eight (48) hours in advance of the personal time. Any personal time not used within the fiscal year will be lost. There is no “pay in lieu” available for unused personal time. Unused personal time is forfeited upon separation from employment for any reason with the Employer.

ARTICLE XI
VACATIONS

SECTION 11.1: VACATION ACCRUAL

Vacation time accrues and is available for use on an employee’s anniversary date. Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Available</u>
After 1 Year to 5 Years	2 Weeks
6 Years to 10 Years	3 Weeks
11 Years	3 Weeks + 1 day
12 Years	3 Weeks + 2 days
13 Years	3 Weeks + 3 days
14 Years to 19 Years	4 Weeks

20 Years or more

5 Weeks

SECTION 11.2: VACATION USAGE

- (A) Employees may carry over up to forty (40) hours of unused vacation time from year to year.
- (B) New employees shall be eligible for vacation usage after successfully completing their probation period.
- (C) Subject to operating needs, vacation may be used in a minimum of thirty (30) minute increments.

SECTION 11.3: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee who has successfully completed probation 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 11.4: TIME OFF REQUESTS

No later than April 1st of each year, a time off request calendar will be created for employees for the period of May 1st through the following April 30th. The Village shall maintain an open calendar that provides for individual time slots that shall be selected by seniority and updated between employee selections. Employees shall select both winter and standard preferred time, which shall be selected by seniority, and non-preferred time off at the time of the employee's selection. From November 15th to March 15th all time off requests are considered winter preferred time and cannot be canceled once selected, which shall be by seniority. An employee who requests time off during winter preferred time for a Saturday must take eight (8) hours of vacation time directly preceding the Saturday. An employee who requests time off during winter preferred time for a Sunday must take eight (8) hours of vacation time directly following the Sunday. An employee who requests a Saturday and Sunday off during winter preferred time must also request eight (8) hours of vacation time off either directly preceding the Saturday or directly following the Sunday, at the employee's discretion. Winter preferred time off requests must be made in twenty-hour (24) hour blocks starting at 12:00 a.m.. During winter preferred time when an employee

elects to be off the employee is off of work and shall not report to work.

Standard preferred time is also selected by seniority for the year. An employee may cancel standard preferred time without penalty throughout the year and the employee does not need to utilize eight (8) hours of vacation time prior to a Saturday, Sunday or entire week off. The remainder of time off is on a first come, first serve basis and shall be subject to the same procedures in place at the time of the execution of this Agreement.

Both parties agree that this program for time off requests shall be a trial basis and the parties shall meet for a labor management meeting in March 2023 to discuss any changes that may need to be made to the program. All agreed upon changes made in the labor management meeting shall be reduced to writing in an Amendment to the Collective Bargaining Agreement.

When a Village designated holiday falls during scheduled time off, the employee will receive holiday pay for the day and will not be charged time off. No more than two (2) employees may be absent at one time on vacation, personal time, pay-in-lieu personal time, or compensatory time during the winter snow season from November 15 through March 15. Time off usage outside of the winter snow season may be taken subject to operating needs.

ARTICLE XII **SICK LEAVE**

SECTION 12.1: SICK LEAVE ACCRUAL

Employees shall accrue eight (8) hours sick leave per month. There is no limit on the amount of sick leave an employee may accrue. Sick leave pay is to be used for the specific purpose of covering time lost for any of the following reasons:

1. Any bona-fide personal illness which results in time away from work. Employees must present proof of illness provided by a physician, physician's assistant, or nurse practitioner and release to return to full duty when an absence from work extends to more than three (3) consecutive working days.
2. An illness, injury or medical appointment of the employee's spouse; domestic partner; child; step-child; parent; sibling; mother-in-law; father-in-law; grandchild; grandparent; or step-parent where it can be shown that the employee's absence from work is required. If requested by a supervisor, written verification is required from a health care professional (defined as a physician, physician's assistant, or nurse practitioner). A maximum leave of

six (6) sick days may be authorized in this situation. Additional leave may be granted for this purpose by the Village Administrator.

3. Medical, dental or optical appointments and examinations.

Sick leave pay shall not be considered a right that an employee may use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above. Utilizing sick leave for vacations or out of area travel not consistent with the need to receive medical treatment or to attend to ordinary or necessary activities related to personal or family needs is not permitted. If an employee is suspected of utilizing sick leave for activities not covered by sick leave, an investigation will be conducted. Any employee who fraudulently uses sick leave will be subject to disciplinary action, up to and including, discharge.

In the case of a prolonged personal illness, the employee may be subject to Family and Medical Leave provisions as found in Section 13.4. Should sick leave benefits be exhausted, an employee will be required to utilize accrued vacation leave. If sick leave and vacation benefits are exhausted and the employee is still unable to return to work, application may be made to the respective pension plan for disability benefits. It is recommended that application for disability benefits be completed before accrued sick leave and vacation benefits are exhausted.

Employees are not eligible for compensation for any unused accumulated sick leave when separating employment for any reason with the Employer.

SECTION 12.2: ANNUAL SICK LEAVE BUYBACK INCENTIVE

Employees are provided with a plan for utilizing unused sick leave. Sick time used during the year is deducted from the maximum time an employee is eligible to accrue from a twelve (12) month period running from the starting date of the first pay period in December through the ending date of the second pay period in November of the following year, not from the employee's previously banked sick time. The maximum amount of sick time an employee can accrue during this 12 month period is ninety-six (96) hours. Each November, an employee must bank at least forty (40) hours of sick time if available. Unused sick time, in excess of the time banked, may be utilized in any combination of the following ways:

1. May be banked for future sick leave;
2. May be taken as "pay in lieu", subject to a maximum of seven (7) days. Sick days taken

as "pay in lieu" will be paid in December of the respective year;

3. A maximum of thirty two (32) hours of unused sick leave may be converted to personal time off. Unused sick leave converted to personal time must be used by the ending date of the second pay period in November of the following year. This time is not eligible for carryover, for pay in lieu or for other compensation if the employee separates employment for any reason.

SECTION 12.3: PENSION BENEFIT AT RETIREMENT

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.

ARTICLE XIII **LEAVES OF ABSENCE**

SECTION 13.1: DISABILITY LEAVE

Medical and Disability Leave (non-work related) shall be provided in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

SECTION 13.2: DISCRETIONARY LEAVE OF ABSENCE

Employees with more than one (1) year of continuous, full-time employment are eligible to request a unpaid personal leave of absence in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

SECTION 13.3: BEREAVEMENT/FUNERAL LEAVE

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. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or grandchildren. Leave for extended family members – uncle, aunt, step-parent or grandparent of a spouse – may be granted at the Employer's discretion.

SECTION 13.4: FAMILY AND MEDICAL LEAVE

Eligible employees may take family and/or medical leave for qualifying reasons as defined by the Family and Medical Leave Act (FMLA), as amended. Any such leave taken shall be in

accordance with the FMLA and Village practice.

SECTION 13.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay for days or portions thereof on which the employee must be present for such service and for up to twenty (20) work days. The employee shall present a certificate evidencing his/her service as a juror. Employees are expected to return to work directly after release from jury duty when possible (i.e., when jury duty does not last the entire day).

SECTION 13.6: MILITARY LEAVE

A military leave of absence shall be provided in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended.

ARTICLE XIV
HEALTH AND WELFARE

Full time bargaining unit members shall be eligible for benefits provided through the Midwest Operating Engineers Local 150 Health and Welfare Fund, hereinafter called the “Union’s insurance plan”. Bargaining unit members shall have no right to re-entry into the Employer’s group health or dental plans; shall not be eligible to elect COBRA through the Employer’s group health or dental plans; and shall not be eligible to elect retiree coverage through the Employer’s group health or dental plans.

Bargaining unit members must notify the Human Resources Director in writing of any changes in life status that may impact whether the employee has dependent insurance coverage, such as marriage, birth, death, divorce, legal separation, dependent reaching limiting age, and any other qualifying reasons. Such notice must be received by the Director of Human Resources within thirty one (31) days of the event occurring; failure by the employee to provide notification of a life status change shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant and/or in denial of coverage by the insurance carrier or plan sponsor.

The Union is solely responsible for the administration of COBRA, HIPAA, and other applicable federal and state mandates for the Union’s insurance plans. In order for the Union to offer coverage under COBRA, HIPAA, or other applicable federal and state mandates, the

employee must notify the Union's insurance plan of the applicable change in life status in accordance with the Union's insurance plan requirements. Failure by the employee to provide notification on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant and/or in denial of coverage by the insurance carrier or plan sponsor. Bargaining unit members electing COBRA coverage for themselves or their dependents shall be responsible for 100% of the premium costs plus applicable administrative fees.

The Union further recognizes that all Union insurance plan claim inquiries, complaints, and grievances are not the responsibility of the Employer. The extent and scope of coverage under the Union's insurance plan shall be resolved according to the terms and conditions of said plan and shall not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement. As long as the Employer makes timely payments for the coverage of bargaining unit employees under the Union's insurance plan as provided above, the Union shall indemnify and hold harmless the Employer, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of the Employer's agreement to pay for insurance coverage for bargaining unit employees under the Union's insurance plan.

Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Union's insurance plan represent and agree that they will comply with all applicable laws to ensure that the Union's insurance plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the Employer and the Union and required by applicable Federal or State law. Bargaining unit members electing retiree coverage through the Union's insurance plan for themselves and their dependents shall be responsible for 100% of the premium cost of retiree coverage.

The monthly premium contributions paid for by the Village are set forth as follows:

Effective May 1, 2021:

Single Coverage	\$799.00
Employee Plus One Coverage	\$1597.00

Family Coverage \$2436.00

Each May 1 thereafter, the cost of the Plan shall increase no more than ten percent (10%) or the rate set by the actuaries for the Fund Plan, whichever is less. If the cost of the Plan increases by more than seven percent (7%) in a fiscal year, the parties agree to reopen the contract for the purpose of negotiating wages for that respective fiscal year.

ARTICLE XV
EMPLOYEE TRAINING AND EDUCATION

SECTION 15.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate straight time or overtime rate for time spent (including transportation time) at all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. 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. Employees shall be reimbursed for travel costs pursuant to the Village of Gurnee Personnel Policy Manual.

SECTION 15.2: LICENSES

Employees shall maintain all required licenses and certification as required by the position and/or deemed appropriate by the Employer to perform the duties of the position. The Employer shall reimburse all bargaining unit employees required to have any of the following licenses or certifications: CDL-A with air breaks and tanker endorsement, ISA, Pesticide, ASE, IMSA and Water Operator license, and all other licenses or certifications as may be required for the employee to perform the duties of the position. The cost of said license including renewals and any professional affiliation fees or endorsements the employee is required to obtain and maintain shall be reimbursed by the Employer.

SECTION 15.3: TUITION ASSISTANCE PROGRAM

With Department Head prior approval, bargaining unit employees may voluntarily participate in the Tuition Assistance Program in accordance with the Village of Gurnee Personnel Policy Manual.

ARTICLE XVI
SAFETY

SECTION 16.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer and employees shall conduct themselves and perform work in a manner consistent with safe practices and shall comply with all safety laws applicable to Department operations.

SECTION 16.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued or working conditions modified.

ARTICLE XVII
LABOR-MANAGEMENT MEETINGS

SECTION 17.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that 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 within one (1) week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

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

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

SECTION 17.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. 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.

ARTICLE XVIII
SUBCONTRACTING

The rights of contracting or subcontracting remain vested in the Employer. Upon deciding to subcontract beyond current practices and except in case of an emergency, the Employer agrees to provide to the Union notice of the subcontracting and shall, upon timely request, meet and discuss with the Union the anticipated impact of the subcontracting. Failure to timely request such meeting shall act as a waiver of the Union's right to meet and discuss the anticipated impact of the subcontracting.

ARTICLE XIX
UNIFORMS AND EQUIPMENT

SECTION 19.1: UNIFORMS/BOOTS

The current *Gurnee Public Works Uniform Policy*, attached to this Agreement as Appendix B, as amended, sets forth the guidelines for uniforms to be worn by employees while performing any job-related function for the Employer. An employee shall wear only items outlined in the uniform policy and will not be permitted to work out of uniform.

A clothing allowance shall be paid in a lump sum in a separate check, subject to applicable tax withholding, with the first pay period in May. New employees that have not yet completed the probationary period at the time the clothing allowance is paid shall receive a pro-rated clothing allowance amount, based on the months of employment completed prior to May 1st. Effective May 1, 2021, the clothing allowance amount shall be five hundred dollars (\$500.00) per year. Effective May 1, 2023, the clothing allowance shall increase to five hundred and fifty dollars (\$550) per year.

SECTION 19.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 19.3: TOOL ALLOWANCE

The Employer shall continue its current practice regarding the purchase of mechanic's tools for use by the employees. All tools remain as Employer property at all times.

ARTICLE XX
PERSONNEL RECORDS

SECTION 20.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or

his/her designee to review.

SECTION 20.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two (2) times per year. An employee may obtain a copy of his/her record upon request to the Department Head. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 20.3: REMOVAL OF DISCIPLINARY RECORDS

All disciplinary records, except for drug and alcohol violations, which shall remain for five (5) years from occurrence, shall automatically be removed from an employee's file after three (3) years from occurrence, provided the conduct which led to the discipline has not recurred during that time period.

ARTICLE XXI
NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee in violation of any applicable federal, state or local law. Neither the Employer nor the Union shall discriminate in any way against any employee on account of his/her union activity or refraining from such activity. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

ARTICLE XXII
NO STRIKE / NO LOCKOUT

SECTION 22.1: NO STRIKE

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the Employer or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services.

SECTION 22.2: CONSEQUENCES OF A STRIKE

- (A) Resumption of Operations and Union Liability. In the event of action prohibited by Section 21.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
- (B) Discipline of Strikers. Any employee who violates the provisions of Section 21.1 above shall be subject to discipline, including immediate discharge. The Employer retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*. An employee disciplined for violating this Article shall have no recourse to the grievance procedure except for the limited purpose of disputing the occurrence of a violation of this Article but not to challenge the amount or level of discipline imposed.
- (C) Judicial Restraint. Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court

action seeking judicial restraint and/or damages.

SECTION 22.3: NO LOCKOUT

The Employer agrees not to lockout employees during the term of this Agreement.

ARTICLE XXIII **AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights Article. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, provided that such subject or matter was reasonably within the knowledge or contemplation of the parties at the time this Agreement was executed.

ARTICLE XXIV **WAGES**

SECTION 24.1: WAGE RATES

The annual base salary wage rate (excluding longevity pay) for bargaining unit personnel shall be as set forth in Appendix A, attached hereto and made a part of this Agreement.

May 1, 2021 – 4.5%
May 1, 2022 – 2.75%
May 1, 2023 – 2.5%
May 1, 2024 – 2.5%

SECTION 24.2: LONGEVITY PAY

The Employer provides a longevity pay plan to recognize an employee's time of service to

the Employer.

An employee will become eligible for longevity pay on December 31st following the employee's eight year anniversary of full-time employment with the Employer. An employee will receive \$100 following his/her 8th and 9th anniversary; \$200 in longevity pay on the December 31st following his/her 10th and 11th anniversary; \$400 in longevity pay on the December 31st following his/her 12th and 13th anniversary; \$600 in longevity pay on the December 31st following his/her 14th and 15th anniversary date; \$800 on the December 31st following his/her 16th and 17th anniversary date; \$1,000 in longevity pay on December 31st following his/her 18th and 19th anniversary date; and \$1,200 in longevity pay on the December 31st following his/her 20th anniversary.

Longevity pay will be calculated through December 31st of each calendar year and paid in December. Employees must be working in his/her regular full-time schedule and be actively employed during the payroll in which longevity is paid to receive longevity pay for the year. Employees receiving compensation through Village payroll due to a workers compensation injury or on FMLA at the time longevity pay is issued are eligible for longevity pay for the year. Employees on inactive status who are not accruing time off or receiving benefits through the Employer at the time longevity is paid will receive pro-rated longevity pay for the portion of the year the employee was actively employed. The maximum amount of longevity pay an employee will receive in any calendar year is \$1,200. There shall be no pro-rata longevity pay for employees separating or retiring prior to the date the longevity pay is made.

SECTION 24.3: STEP UP PAY

Maintenance Worker I or Maintenance Worker II employees assigned mechanic duties shall be paid an additional 5% over their classified rate for all hours worked as a mechanic.

SECTION 24.4: ACT UP PAY

In the event a Lead Maintenance Worker is unable to fulfill the job duties of the position due to an absence of twenty (20) or more consecutive workdays and the absence, in the best estimate of the Village, will continue for more than 30 work days, the Director of Public Works/designee will select an Acting Lead Maintenance Worker. The decision for selecting an

Acting Lead Maintenance Worker shall be made following Section 26.2 of the collective bargaining agreement.

The employee selected for the Acting Lead Maintenance Worker position shall be paid an additional 5% step up pay over his/her classified rate prospectively beginning with the first day of actual work performed in the position. Upon the return of employment of the Lead Maintenance Worker, the 5% step up pay for the Acting Lead Maintenance Worker shall immediately cease.

If the Lead Maintenance Worker is unable to return to the position within 180 work days from the date the absence began, the Village and Union will meet to evaluate the employee's position at that time. The Employer shall post for the position of Lead Maintenance in accordance with the provisions of this side letter dated December 30, 2014. During the posting and selection period, the Acting Lead Maintenance Worker shall remain in that capacity. If not selected to fill the vacancy, the Acting Lead Maintenance Worker shall be returned to his prior position and pay and benefits shall be adjusted accordingly.

ARTICLE XXV
DRUG AND ALCOHOL POLICY

The drug and alcohol policy in effect for all bargaining unit employees required to have a Commercial Driver's License is made a part of this Agreement and is incorporated by reference. Application of the policy by the Employer is subject to Article IX, Grievance Procedure. It is further agreed that beginning on the effective date of this Agreement, the parties agree that there will be "zero tolerance" for a positive test result for illegal drugs. That is, should an employee test positive for illegal drugs as determined by the CDL Rules and Regulations, the Village may terminate said employee for a first positive test. The parties also agree to continue to discuss issues related to alcohol use throughout the life of this Agreement.

ARTICLE XXVI
FILLING OF VACANCIES

SECTION 26.1: POSTING

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 26.2: FILLING OF VACANCIES — GENERAL

When a vacancy occurs in the bargaining unit other than for an entry level position, and the Employer determines that it will fill the vacancy, the Employer's decision on who shall fill the vacancy shall be based upon an applicant's satisfying the basic criteria for consideration such as, required license(s) and certifications as established by the Employer, and also upon the applicant's demonstration of the necessary skill and ability in performing the duties of the position as determined by the Employer. The Employer shall select the most qualified applicant for the vacancy. For purposes of this paragraph, the "most qualified applicant" shall be defined as the one who has the greater skills and experience among those filing timely applications to fill the vacancy. When two applicants are qualified, the Employer agrees that, in filling the vacancy, an applicant from within the bargaining unit shall have precedence over an applicant from outside the bargaining unit, and an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

SECTION 26.3: ADVANCEMENT TO MAINTENANCE WORKER II POSITION

Upon completion of three (3) years of service as a Maintenance Worker I and three (3) performance evaluations that meet or exceed standards in all categories rates, the incumbent employee shall be promoted to the Maintenance Worker II position. Maintenance Worker I employees shall, during their first three (3) years of service, be given opportunities to train to become a Maintenance Worker II. Maintenance Worker I employees shall obtain and maintain a CDL- A as requirement of promotion and shall be given opportunities to obtain said license during the first three (3) years of service.

ARTICLE XXVII
SAVINGS CLAUSE

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 re-negotiation.

ARTICLE XXVIII
TERMINATION

This Agreement shall be effective as of the 1st day of May, 2021 and shall remain in full force and effect until the 30th day April of 2025 . It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

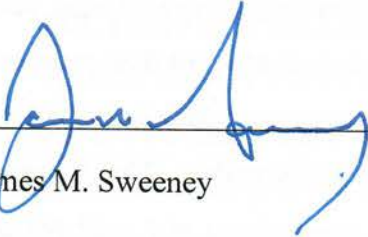
In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of August, 2021, in the Village of Gurnee.

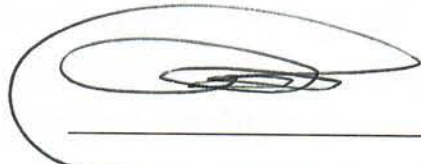
**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150,**

VILLAGE OF GURNEE



James M. Sweeney

President-Business Manager



Thomas B. Hood, Mayor

ATTEST:



Deanna Distasio

IUOE Local 150 Attorney



Andy Harris

Village Clerk

Dated: 7/30/21

Dated: 8/2/21



504	Current Annual	May 1, 2021	
		Hourly	Annual
Maintenance Worker I	49,423.40	24.8306	51,647.70
	51,400.44	25.8237	53,713.40
	53,456.26	26.8566	55,861.78
	55,594.76	27.9311	58,096.74
	57,818.54	29.0483	60,420.36
	60,131.24	30.2101	62,837.06
	62,536.24	31.4184	65,350.22
	65,037.96	32.6753	67,964.52
	67,639.26	33.9823	70,683.08

507	Current Annual	May 1, 2021	
		Hourly	Annual
Maintenance Wkr. II	57,213.78	28.7444	59,788.30
	59,502.30	29.8942	62,180.04
	61,882.60	31.0900	64,667.20
	64,357.80	32.3336	67,253.94
	66,932.06	33.6270	69,944.16
	69,609.28	34.9720	72,741.76
	72,393.62	36.3708	75,651.16
	75,289.24	37.8257	78,677.56
	78,301.08	39.3387	81,824.60

509	Current Annual	May 1, 2021	
		Hourly	Annual
Mechanic	63,078.08	31.6907	65,916.76
Lead Maintenance Worker	65,601.12	32.9583	68,553.16
	68,225.56	34.2767	71,295.64
	70,954.26	35.6477	74,147.32
	73,792.68	37.0737	77,113.40
	76,744.20	38.5566	80,197.78
	79,814.02	40.0988	83,405.40
	83,006.30	41.7027	86,741.72
	86,326.76	43.3709	90,211.42

APPENDIX B
Gurnee Public Works Uniform Policy

GURNEE PUBLIC WORKS DEPARTMENT
UNIFORM POLICY

1.0 Purpose

1.1 To establish policies governing the distribution, use and disposal of uniforms and/or clothing purchased by the Village of Gurnee for Public Works Department employees.

2.0 Scope

2.1 The Village of Gurnee furnishes uniforms and/or items of clothing to employees because of the type of work they perform. Policies governing the distribution, use and disposal of these items have been established.

3.0 Policy

3.1 **EMPLOYEES COVERED:** Employees required to participate in this uniform/clothing program include the following:

- Maintenance Worker I
- Maintenance Worker II
- Lead Maintenance Worker
- Mechanic
- Waterworks Operator
- Part-Time Maintenance Employees (Summer)
- Supervisors

When appropriate, compliance with Safety Toe Footwear Policy is required of:

- Director
- Supervisors

3.2 **GENERAL POLICIES:** Employees are required to wear the designated uniform clothing during working hours and for after hour call backs and/or emergencies. Employees are prohibited from using Village-issued clothing for personal use.

3.3 **UNIFORM/CLOTHING PROGRAM:** All purchases for clothing, equipment, shoes, and/or boots made by the Village or by an employee through the opt-out program must meet the Village's safety requirements and ANSI safety standards.

3.3.1. Full-Time Employees

Full-time employees may choose one of three (3) uniform programs:

- a.) Lease Program: Uniforms are *leased* by the Village for employee use. Laundering is the responsibility of the employee with maintenance included in the program. The following items are available under this program:
- 1.) Uniform pants or jeans (maximum of 5)
 - 2.) Shirts – button down long/short sleeve (maximum of 5)
 - 3.) Polo Shirts (maximum of 1)
 - 4.) Coveralls (maximum of 2)
- b.) Rental Program: Uniforms are *rented* by the Village for employee use. Maintenance and laundering is included in the rental program. The following items are available under this program:
- 1.) Uniform pants or jeans (maximum of 11)
 - 2.) Shirts – button down long/short sleeve (maximum of 11)
 - 3.) Polo Shirts (maximum of 1)
 - 4.) Coveralls (maximum of 2)
- c.) Opt-out Program: Uniforms are purchased by the employee. Quantities are determined by the employee with maintenance and laundering the responsibility of the employee. Employees electing the opt out program are provided a clothing reimbursement account. The value of this account will be the equivalent cost to the Village for an employee electing the lease program option. An employee purchasing clothing under the opt out program must submit a receipt for the item purchased in order to receive reimbursement from the account. Reimbursements will occur on the employee's regular biweekly check and are subject to all required tax withholdings. Unused funds are not eligible for carryover or cash out by the employee.

The following is a non-exhaustive list of items which may be purchased under the opt-out program:

- 1.) Uniform pants or jeans
- 2.) Shirts – button down long/short sleeve
 - black
 - orange
 - grey
 - navy
 - fluorescent yellow-green reflective only (*see Appendix C*)
- 3.) Sweatshirts – crewneck, pull over and/or full zipper (either heavy weight or light weight)

- black
 - orange
 - grey
 - navy
 - fluorescent yellow-green reflective only (*see Appendix C*)
- 4.) Polo Shirts
 - black
 - orange
 - grey
 - navy
 - fluorescent yellow-green reflective only (*see Appendix C*)
 - 5.) T-Shirts – short/long sleeve
 - black
 - orange
 - grey
 - navy
 - fluorescent yellow-green reflective only (*see Appendix C*)
 - 6.) Insulated clothing – jackets, bib overalls or coveralls
 - brown
 - black
 - 7.) Work/winter jackets
 - 8.) ANSI-OSHA approved work boots (*see Appendix A*)
 - 9.) Wool/heavy duty socks
 - 10.) Gloves
 - 11.) ANSI-OSHA approved prescription safety glasses (*see Appendix B*)
 - 12.) Hats or caps with Village logo only

3.3.2. **Temporary (summer) Employees**

The uniform policy for temporary (summer) employees is:

- a.) T-Shirts (yellow/orange, maximum of 5) – provided by the Village
- b.) Work boots – employee is responsible for purchasing the required boots and may receive up to \$60.00 reimbursement for the purchase cost; boots must meet the required ANSI 75 standard
- c.) One pair of rubber boots per season if deemed necessary by the supervisor – provided by the Village.

3.3.3. **Maintenance, Laundering and Replacement**

All employees are required to present themselves in clean and well-maintained attire. Prior to the beginning of the work day, employees are to ensure uniforms are neat in appearance and worn in an acceptable manner.

Each employee is responsible for the maintenance and laundering of uniforms for the *opt-out program*. Uniforms damaged due to negligence on the part of the employee must be replaced by the employee.

For the *rental and lease programs*, items damaged due to no negligence on the part of the employee, as well as worn out uniforms will be repaired or replaced by the vendor. Since maintenance and replacement of rented/leased uniforms is the responsibility of the vendor, the employee must follow the procedures established by the vendor for maintenance and replacement. To qualify for replacement or repair, the employee will be required to present the worn out or damaged clothing item for inspection and certification to his/her supervisor and the Administrative Secretary who oversee the uniform contract. Worn out and/or damaged clothing will be defined as any article of work clothing that has rips, tears, holes, color faded beyond recognition, loose, ripped or faded reflective striping, etc.

3.4 **SAFETY TOE FOOTWEAR**

All Public Works personnel, including the Director and Supervisors when appropriate, are required to participate in the Safety Toe Footwear Program.

Safety toe footwear meeting the ANSI 75 Standard is required. Footwear may be purchased or acquired through one of the approved vendors or from a vendor of the employee's choice, subject to Director's or Supervisor's approval and verification that the footwear meets ANSI 75 standards. Currently approved vendors are:

- a.) Red Wing Shoes
- b.) Rogan's
- c.) Cutler True Value
- d.) Farm and Fleet

The footwear must fall in the "service" or "work boot" category. Athletic or casual shoes are not considered proper safety footwear for the purpose of this policy.

3.4.1. **Full-Time Employees**

Full-time employees are required to purchase "work boots" which meet the required ANSI 75 standard. Eligible employees are provided an

annual clothing allowance to help offset the cost of such purchase or replacement/repair of work boots.

3.5 **Safety Equipment (PPE)**

Personal protective equipment (PPE) will be issued to each employee engaged in maintenance activities. The Village will provide replacement PPE for damaged or worn equipment if the damage or wear is not due to negligence on the employee's part.

The following PPE items are provided by the Village:

- a.) Safety vests (ANSI 107-2010)
- b.) Hard hats
- c.) Safety glasses/goggles (ANSI Z87.1-2003)
- d.) Ear protection
- e.) Gloves
- f.) Rubber boots
- g.) Rain gear
- h.) Respirators
- i.) Chainsaw chaps
- j.) PPE bags

3.6 **DISPOSAL UPON SEPARATION FROM SERVICE**

Whenever an employee leaves the Village's service, all leased or rented uniforms and other clothing and equipment issued by the Village must be returned prior to the final paycheck being released. The Director of Public Works has the discretion to allow a separating employee to retain items and will review requests on a case-by-case basis.

3.7 **RESPONSIBILITY**

Each supervisor is responsible for seeing that this directive is uniformly administered. The purchase, issuance and storage of excess or returned uniforms will be coordinated by the Administrative Secretary and Supervisor.

4.0 **DISTRIBUTION**

- 4.1 All Public Works Department employees.

Appendix A of the Gurnee Public Works Uniform Policy

Work Boot Requirements for all Public Works Employees

Work boots must meet the following ASTM standard as required by OSHA. The ASTM standard incorporates a coding system that manufacturers use to identify the portions of the standard with which the footwear complies. The identification code must be legible (printed, stamped, stitched, etc.) on one shoe of each pair of protective footwear.

ASTM F2413-05

M I/75 C/75

EH

Line #1: ASTM F2413-05

This line identifies the ASTM standard – it indicates that the protective footwear meets the performance requirements of ASTM F2413 issued in 2005.

Line #2: M I/75 C/75

This line identifies the gender [M (Male) or F (Female)] of the user. It also identifies the existence of impact resistance (I), the impact resistance rating (75 or 50 foot-pounds), compression resistance (C) and the compression resistance rating (75 or 50 which correlates to 2500 pounds and 1750 pounds of compression respectively).

Line #3: EH

Electrical hazard (EH) footwear is manufactured with non-conductive electrical shock resistant soles and heels. It is intended to provide a secondary source of protection against accidental contact with live electrical circuits, electrically energized conductors, parts or apparatus. It must be capable of withstanding the application of 14,000 volts at 60 hertz for one minute with no current flow or leakage current in excess of 3.0 milliamperes, under dry conditions.

Define ANSI 75 Steel Toe

Steel and composite safety toe footwear is regulated by a strict standards and compliance system. The components of the shoe must meet testing specifications to be designated as safety footwear. Steel toe footwear is classified with an ANSI or ASTM rating that confirms the footwear meets these safety standards. Whether the shoe is steel toe or composite toe, it will be required to meet the same safety standards.

Significance

ANSI is an abbreviation for the American National Standards Institute. This organization coordinates voluntary national standards in the private and public sector. These standards relate to products, services, processes, systems and personnel. The classification of ANSI 75 in relation to steel toe footwear refers to the impact and compression forces the safety toe is rated to protect against. Steel and safety toe footwear are rated between the level of ANS I41 and ANSI 75.

Features

The ANSI rating of 75 is separated into two distinct safety measurements. The rating of 1175 means the steel toe is tested to withstand an impact rating of 75 lb. If the steel toe withstands the force of a 75-pound weight dropped from 3 feet in height, it will achieve this classification. The rating of C175 means the steel toe is tested to withstand a compression rating of 75, which is equal to 2,500 lb. of pressure.

History

The ANSI rating system in the safety toe industry has been replaced with the ASTM standards classification. ASTM, previously known as the American Society for Testing and Materials, is now the premiere standards organization internationally. As of 2005, manufacturers have been phasing out the ANSI rating in their inventory in deference to the new standard system of the ASTM. As the actual testing methods for these standards have not changed, the ANSI rated steel toe should not be considered inferior in safety qualifications to the newer ASTM rating system.

Identification

The ASTM has allowed for manufacturers to continue to produce footwear using existing inventory tags with the ANSI rating system. The ANSI rating of 75 falls under the ANSI Z75, Standard for Personal Protection Protective Footwear, which has been replaced by the new ASTM International standards, entitled F2412-05 Standard Test Methods for Foot Protection and F2413-05 Standard Requirements for Protective Footwear. Any of these ratings can be found inside the tongue or interior sides of standards compliant safety footwear. Common phrasing you will find on compliant footwear is "engineered to meet or exceed ASTM standards for safety toe footwear." Many manufacturers still include the ANSI standard specifications in addition to the ASTM ratings.

Misconceptions

Testing has proven that a compliant steel toe is much safer than the alternative. The misconception that extreme weights will cause the steel toe to crush and amputate the wearers toes is categorically false. The weight required to crush a steel toe would also easily crush an unprotected foot, effectively amputating the toes. In most cases, the engineering of the steel toe causes the impact force to be redirected.

Appendix B of the Gurnee Public Works Uniform Policy

ANSI Z87.1-2003 Industrial Eyewear Impact Standard

The current edition of the standard is Z87.1-2003. Lenses in all protectors must at a minimum meet a basic impact requirement: the 1 inch drop ball test. Models can achieve “high” impact levels indicating elevated performance. The following “high” impact tests apply to lenses, as well as to the frames or product housing:

A lens retention test is conducted via a “high mass” impact. **A pointed 500 gm (1.1 lb) projectile is dropped 50 inches onto the complete protector mounted on a headform.** No pieces can break free from the inside of the protector, the lens cannot fracture, and the lens must remain in the frame or product housing. This test is a good measure of the product’s strength, simulating a blow such as from a tool that slips from the work surface or when the lens collides with stationary objects.

A high velocity test is conducted, at 20 specified impact points, where the projectile is a **¼ inch steel ball** traveling at specific speeds depending upon the type of protector. For spectacles, the **velocity is 150 ft/sec or 102 mph.** The pass/fail criteria are the same as for the high mass test, plus no contact with the eye of the headform is permitted through deflection of the lens. This is meant to simulate particles that would be encountered in grinding, chipping, machining or other such operations. In the United States, compliance with the standard is self-certified, based on test results generated by the manufacturer as part of its initial design and ongoing Quality Control procedures. No independent certification is required. Products meeting the basic impact standard shall be marked “Z87” on all major components. **Those products which pass the “high” impact tests listed above can carry a “Z87+” marking on the lens(es).**

*Above reference provided by Philip M. Johnson, Director of Technology, Sperian Eye & Face Protection, Inc. [Original Article](#)

ANSI Z87.1-2003 Summary

1. Two Levels of Protection:

Basic and High LENSES: The new standard designates that lenses will be divided into two protection levels, Basic Impact and High Impact as dictated by test criteria. Basic Impact lenses must pass the “drop ball” test, a 1" diameter steel ball is dropped on the lens from 50 inches. High Impact lenses must pass “high velocity” testing where 1/4" steel balls are “shot” at different velocities.

Spectacles: 150 ft./sec.

Goggles: 250 ft./sec.

Faceshields: 300 ft./sec.

FRAMES: Now, all eyewear/goggle frames, faceshields or crowns must comply with the High Impact requirement. (This revision helps eliminate the use of “test lenses”, and assures all protectors are tested as complete - lenses in frame - devices). After making an eye hazard assessment, employers (safety personnel) should decide on appropriate eyewear to be worn, although High Impact would always be recommended. All of our spectacles are High Impact protectors.

2. Now, Products Must Indicate Impact Protection Level.

To identify a device’s level of impact protection, the following marking requirements apply to all new production spectacles, goggles and faceshields. Basic Impact spectacle lenses will have the manufacturer’s mark, i.e. an AOSafety product will have “AOS” and a Pyramex product will have a "P" etc. Goggles and faceshields will have AOS and Z87 (AOS Z87). High Impact spectacle lenses will also have a plus + sign, (AOS+) or "P+" etc. All goggle lenses and faceshield windows are to be marked with the manufacturer's mark, Z87, and a + sign (AOSZ87+).

*Note: Lenses/windows **may have** additional markings. Shaded lens may have markings denoting a shade number such as 3.0, 5.0 etc. Special purpose lenses may be marked with “S”. A variable tint lens may have a “V” marking.*

3. Sideshield Coverage Area Increased

Sideshield coverage, as part of the lens, part of the spectacle, or as an individual component, has been increased rearward by 10-millimeters via a revised impact test procedure. While side protection in the form of wraparound lens, integral or attached component sideshield devices is not mandated in this standard, it is highly recommended. Further, OSHA does require lateral protection on eye protection devices wherever a flying particle hazard may exist, and flying particle hazards are virtually always present in any occupational environment. All of our non-prescription safety spectacles meet the requirements of OSHA and the new Z87.1 for side protection.

4. No Minimum Lens Thickness Requirement For High Impact Lenses.

The new standard does not have a “minimum lens thickness” requirement for High Impact spectacle lenses. The previous standard required a 2-millimeter "minimum". However, the protective advantages of wrap-around lenses and the many other advancements in eyewear design have eliminated this need.

Note: Glass lenses still fall into the Basic Impact lens category. The “minimum lens thickness” of 3 millimeters remains in effect for this category.

Appendix C of the Gurnee Public Works Uniform Policy



A Quick Reference to High-Visibility Safety Apparel

The American National Standard for High-Visibility Safety Apparel and Headwear (ANSI/ISEA 107-2010) is a standard established by American National Standards Institute, Inc. Construction, maintenance, utility, emergency responders, airport ramp personnel and other workers are routinely exposed to the hazards of low visibility while on the job. This standard provides guidelines for the selection and use of high-visibility safety apparel such as shirts, rainwear, outerwear, safety vests and headwear to improve worker visibility during the day, in low-light conditions and at night. Notable changes from the second edition (ANSI/ISEA 107-2004) include a new requirement for retroreflective material in the shoulder area; clarification of the definitions of waterproof, water resistant, and water repellent; and new labeling and test requirements for flame resistant garments. The appendices have been updated to include additional examples of garment designs and trim patterns such as split trim configurations.

This information, ANSI/ISEA 107-2010 Made Easy: A Quick Reference to High-Visibility Safety Apparel, summarizes the main provisions of the standard including minimum performance criteria and basic design requirements. You should obtain a copy of the standard and refer to it for more detailed information. And remember, there is more to designing a high-visibility safety garment than meeting the minimum performance specifications and design guidelines of the ANSI/ISEA 107-2010 standard. Garment designs should incorporate the full range of your needs for functionality, comfort, durability and image.

ANSI/ISEA 107 History and Related Regulations

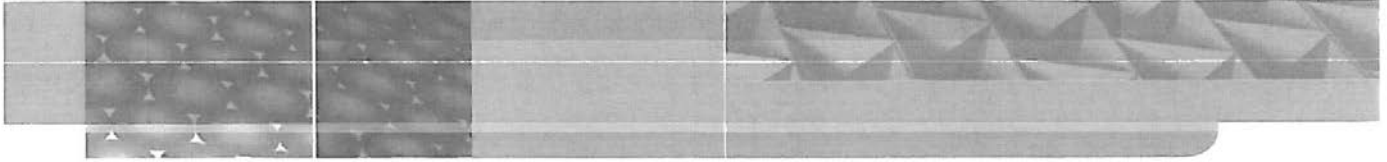
The ANSI/ISEA 107-1999 standard was the first U.S. standard for the design and performance of materials for high-visibility safety apparel. Since 1999, private industry, various federal, state, and local authorities have embraced ANSI/ISEA 107 compliant garments and headwear as useful PPE for workers exposed to struck-by hazards. In November 2008, 23 CFR part 634 was the first U. S. Federal regulation applied to highway construction, maintenance and utility workers, and required the use of performance ANSI/ISEA 107 Class 2 or 3 garments. The 23 CFR part 634 regulation has been incorporated into the 2009 edition of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD requires all workers on or near the roadway right-of-way to wear high-visibility safety apparel that meets performance Class 2 or 3 of ANSI 107-2004 or equivalent revisions. The MUTCD cites two special cases.

1. In addition to ANSI 107, law enforcement personnel and other emergency responders may comply by using ANSI 207-2006 garments.
2. Fire fighters may use retroreflective turnout gear compliant to NFPA standards when exposed to flame, fire, heat and/or hazardous materials during emergency operations.

ANSI/ISEA 107-2010 specifies the following:

- Design
- Requirements for Background and Combined-Performance Retroreflective Materials
- Photometric and Physical Performance Requirements for Retroreflective Materials
- Care Labeling





Definitions

Retroreflective, combined-performance, and background materials must be certified to the specific performance requirements in the standard. High-visibility safety apparel manufacturers must make documentation available to verify that the finished garments also meet the requirements of the standard.

Background material: Colored fluorescent material intended to be highly conspicuous, but not intended to comply with the requirements of this standard for retroreflective material.

Retroreflective material: Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.

Combined-performance material: A retroreflective material that is also a fluorescent material. Combined-performance materials can be counted toward the minimum area requirements for background material specified in Table 1.

Compliance: Retroreflective, combined-performance and background materials are to be certified to the performance requirements in the standard. Manufacturers of the finished garment must make documentation available to verify that components used to make high-visibility garments meet the requirements of the standard.

Certify (background and retroreflective material): To obtain compliance certification documents based on testing from an independent, third party accredited laboratory to verify performance requirements as specified in the standard.

Certify (finished item): To provide documentation from either an independent third-party accredited laboratory or to self-certify through the use of the Apparel and Headwear Compliance Certificate. (Appendix D6)

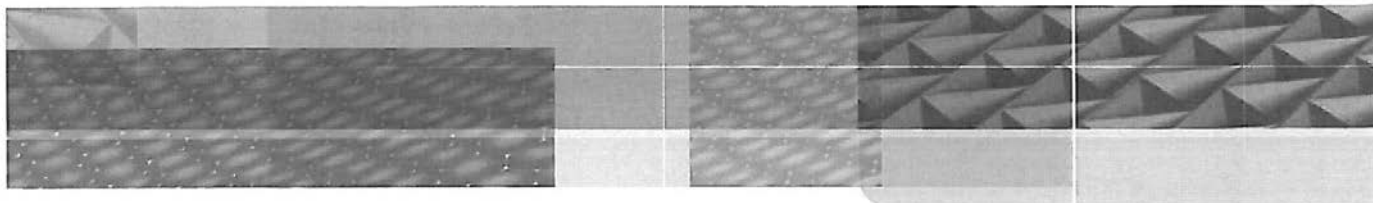
Accredited laboratory: A laboratory having a certificate of accreditation meeting the requirements ISO/IEC 17025:2005 *General requirements for the competence of testing and calibration laboratories* (or other equivalent standard) for the collection and analysis of data within the parameters of this standard.

Design

The ANSI/ISEA 107-2010 standard provides design guidelines and specifies the photometric requirements, minimum amounts of component materials, colors, and placement to create garments and headwear for the purpose of enhancing the visibility of workers. Refer to Section 6 of the standard for more detailed information. The selection of components and classes of apparel should be made based upon what is appropriate for the hazard and with the safety of the worker in mind.

Component Colors

There are three different colors for background and combined-performance material from which to choose: fluorescent yellow-green, fluorescent orange-red and fluorescent red. Users should consider the work and natural environment to determine the most conspicuous color for daytime use. Is the environment urban or rural, heavy foliage or desert? Are work zone devices and equipment yellow or orange? Choose the fluorescent color that achieves the highest degree of worker contrast.



Garment Classes

Three classes of high-visibility safety apparel help the user choose the proper garments for a work situation. The classes state the minimal amount of background and retroreflective material, and placement of retroreflective material needed as well as technical requirements for garment design. Garments that cover the torso, such as T-shirts and safety vests, are intended to meet Class 1 or Class 2 requirements. Shorts are included in the description of Class E garments.



Class 1 Garments



Class 2 Garments

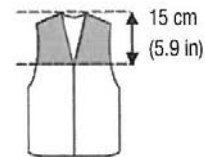


Class 3 Garments

Retroreflective Material Placement

Class 1 and 2 garments, such as vests and T-shirts, and Class 3 garment designs, such as vest with Class E pants ensembles, coveralls, outerwear and rainwear should achieve the following:

- Use of retroreflective band widths appropriate for the garment class. (Refer to Section 6.1.1. of the standard.)
- Provide 360° visibility with horizontal gaps of 50 mm or less.
- Garments without reflective material encircling the sleeves, are now required to have 150 cm² (23.25 in²) of reflective material in the shoulder area, to provide 180° visibility of the wearer. Shoulder area is defined as measuring 15 cm (5.9 in) down from the shoulder high point, on the front and back of the garment. The requirement of 23.25 in² is the total amount of reflective material required in the shoulder area including the front and back of the garment, e.g., shoulder area retroreflective material amount front + rear ≥ 23.25 in².
- Appropriate separation distances of vertical and horizontal bands placed on the torso, sleeves and trouser areas.
- Appropriate retroreflective band placement and garment design.
- In addition to trim, retroreflective patterns, such as logos, design icons, or identification text may contribute to the maximum area requirements specified in Table 1.



Requirements for Background and Combined-Performance Materials

Section 7 of the standard provides specifications for color, brightness, fabric strength and moisture resistance after various exposure tests.

- Background and Combined-Performance material needs to be tested for chromaticity or color, and luminance or brightness, when new and for colorfastness after laundering and Xenon (UV light) exposure. Table 2 in Section 6 is now the requirement for both background and combined-performance materials.
- Background materials must also be tested for colorfastness after crocking and perspiration tests.
- Other tests for background materials include testing for dimensional change (shrinking) after washing and dry-cleaning, tensile strength, tear resistance, bursting strength of woven material and bursting strength of knitted material.
- If the garment is intended to provide protection during rainfall, background materials also need to be tested as water repellent, water resistant, and /or water proof. See Section 7.5 of the standard for updated definitions.

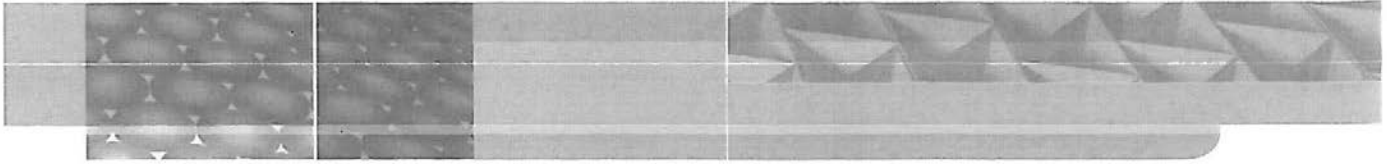
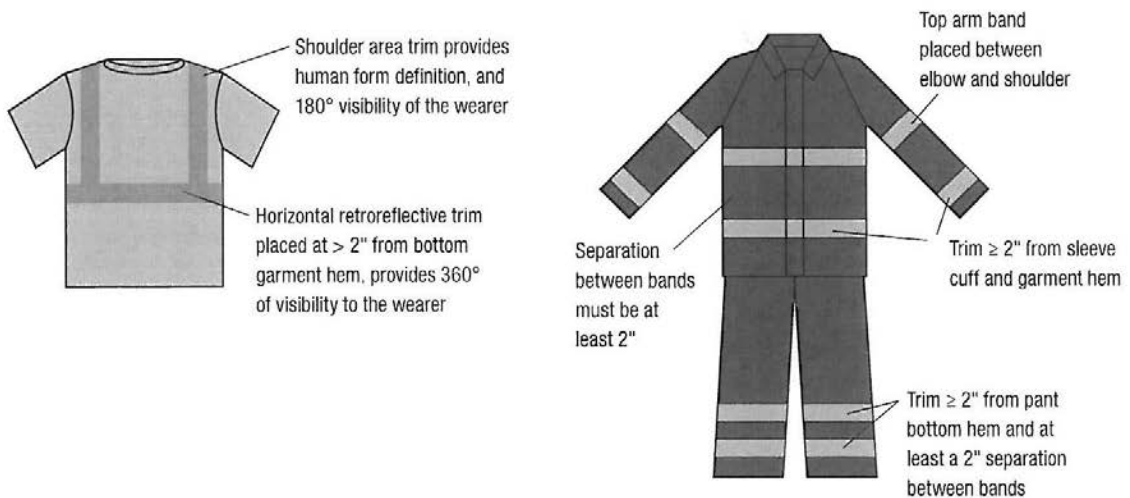
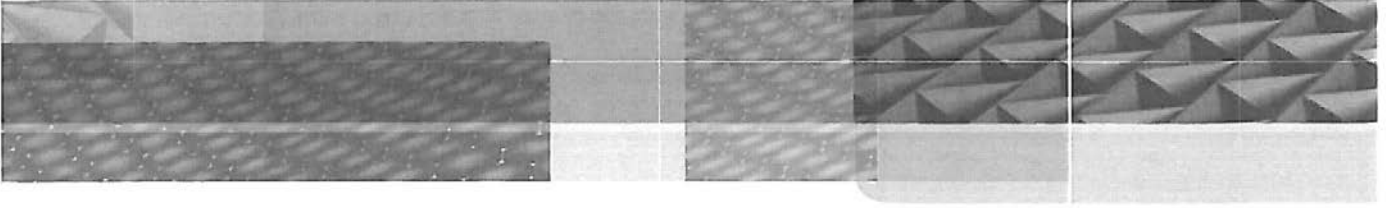


Table 1: Minimum areas of visible material – ANSI/ISEA 107-2010

	Performance Class 3	Performance Class 2	Performance Class 1	Class E	Headwear
Background material	1240 in ² (0.80 m ²)	775 in ² (0.50 m ²)	217 in ² (0.14 m ²)	465 in ² (0.30 m ²)	78 in ² (0.05 m ²)
Retroreflective or combined-performance material used in conjunction with background material	310 in ² (0.20 m ²)	201 in ² (0.13 m ²)	155 in ² (0.10 m ²)	108 in ² (0.07 m ²)	10 in ² (0.0065 m ²) Level 2
Combined-performance material used without background material	NA	NA	310 in ² (0.20 m ²)	NA	78 in ² (0.05 m ²) Level 2 or 1
Minimum width of retroreflective material	2 in (50 mm)	1.375 in (35 mm)	1 in (25 mm) or 2 in (50 mm) combined-performance material (without background material)	2 in (50 mm)	
Minimum number of yards per retroreflective material width	4.3 yds of 2 in (50 mm) width	4 yds of 1.375 in (35 mm) width 2.8 yds of 2 in (50 mm) width	4.3 yds of 1 in (25 mm) width 3.1 yds of 1.372 in (35 mm) width 2.15 yds of 2 in (50 mm) width	1.5 yds of 2 in (50 mm) wide	
Photometric performance	Level 2 (Table 4) or Level 1 (Table 5)	Level 2 (Table 4) or Level 1 (Table 5)	Level 2 (Table 4) or Level 1 (Table 5)	Level 2 (Table 4) or Level 1 (Table 5)	See Above

Note: Consult the ANSI/ISEA 107-2010 standard for Tables 4 and 5.





Photometric and Physical Performance Requirements for Retroreflective and Combined-Performance Materials

Section 8 of the standard specifies photometric and performance requirements for retroreflective and combined-performance materials, such as minimum brightness after test exposure.

- 3M retroreflective and combined-performance materials are certified to ANSI/ISEA 107-2010 specifications. (Refer to the tables in Section 7 and 8 of the standard.)
- All material must meet the minimum brightness requirements after tests for abrasion resistance, flexing, folding at cold temperatures, variation in temperatures, influence of rainfall, and laundering. When washing is indicated on the care label, the number of cycles should be tested per ISO 6330 Method 2A, 60 °C, or dry-cleaning per ISO 3759. (Refer to Section 9 of the standard.)
- Combined-performance material must also meet the minimum luminance or brightness factors after a Xenon exposure test (UV light). (Refer to Section 7 of the standard.)

XYZ Manufacturer
ANSI/ISEA 107-2010
and ANSI/ISEA 107-2004
100% Polyester
3M[®] Scotchlite[™] Reflective Material
Model #: Hi Vis Vest
Size: Large



Class 2
Level 2

FR- ASTM F1506-08
Washing Instructions



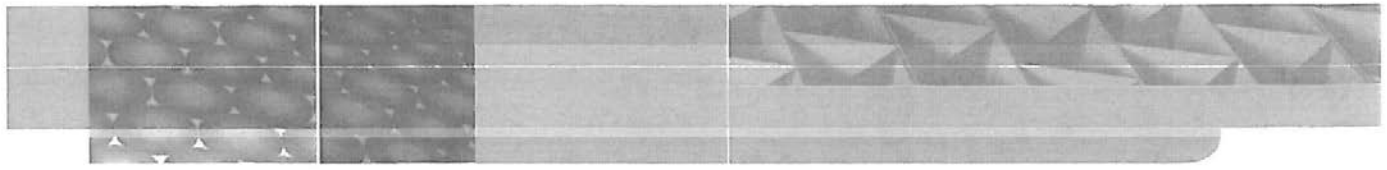
Wash warm Max 25 cycles
Do not bleach
Tumble dry low
Do not iron
Do not dry-clean

Care Labeling, General Marking and Instructions for Use

Once all materials have been tested against performance requirements and certificates of compliance from a third party testing laboratory have been issued, apparel manufacturers then assemble garments according to the design guidelines in Section 6 of the standard for the appropriate class of garment. Only after all the materials' performance and design requirements have been met, can a garment be labeled ANSI/ISEA 107-2010 compliant. Garment labeling, general marking and instructions for use are described in Sections 10 to 12 of the standard.

Specific Marking

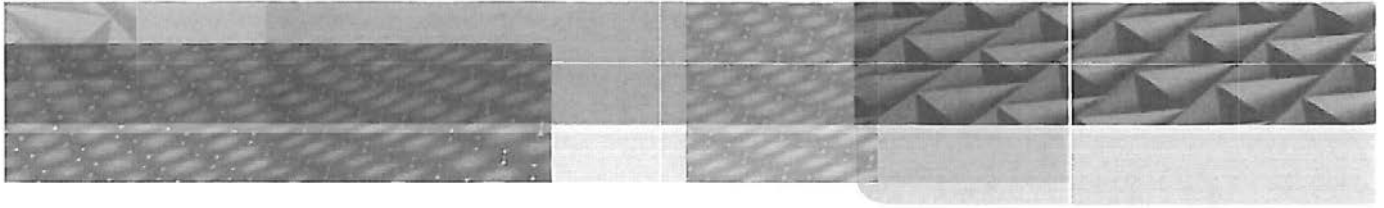
- Marking includes the following information:
 - Name, trademark, or other means of identifying the manufacturer or authorized representative.
 - Designation of the product type, commercial name or code.
 - Size designation.
 - Number of this specific ANSI/ISEA standard (ANSI/ISEA 107-2010).
- Compliance with flame resistance can be indicated in one of 2 ways:
 1. The letters "FR" on the label followed by the designation of the ASTM standard specification from the list of allowed standards in Section 9.5.
 2. Garments which fully meet the third party certification requirements to NFPA 1971, 1977, or 2112, may use the separate label indicated by the NFPA standard to indicate FR compliance.
- Pictogram showing the garment Class and Level of performance for the retroreflective material.
- Care labeling with ASTM D5489-07 symbols and maximum cycles for the cleaning process.
- Instructions for Use (if applicable).



Answers To Most Frequently Asked Questions:

- 1. Are there other differences between the ANSI/ISEA 107-2004 and ANSI/ISEA 107-2010 standards?** Yes. There are additional differences between the 2004 and 2010 editions of this standard. See the companion document, "Comparison of ANSI/ISEA 107-2004 Versus ANSI/ISEA 107-2010" for additional information.
- 2. Does OSHA require the use of high-visibility safety apparel for construction workers working in highway/construction work zones at risk of being struck by traffic?** Yes. Per the OSHA Standard Interpretation, #20080829-8611, dated 8/5/2009, under OSHA Act OSH Act, 29 U.S.C. §654(a)(1), also known as the General Duty Clause, OSHA requires high-visibility apparel for flaggers, workers exposed to vehicle traffic near excavations, and for other workers in highway/construction zones which are exposed to traffic. The letter cited the regulation 23 CFR Part 634, Worker Visibility, which requires garments compliant to ANSI 107 Class 2 or 3.
- 3. Does this edition of the standard replace the 2004 edition?** ANSI 107-2010 replaces the ANSI 107-2004 version. Garment designs should be written to comply with the new version of the standard.
- 4. What version of ANSI 107 does MUTCD 2009 require?** For all workers, including emergency responders, within the right-of-way who are exposed either to traffic or to work vehicles and construction equipment within a Temporary Traffic Control zone, MUTCD 2009 Section 6D.03 requires Class 2 or Class 3 garments of ANSI 107-2004 or equivalent revisions, such as ANSI 107-2010. Section 6E.02 requires ANSI 107-2004 Class 2 or 3 for flaggers- FL orange-red or yellow green are required background colors. Section 7D.04 requires ANSI 107-2004 Class 2 for Adult Crossing Guards¹.
- 5. What are the new label requirements for ANSI 107-2010, in light of MUTCD 2009?** The MUTCD 2009 specifies that the 2004 version or equivalent revisions, e.g., the 2010 version, may be used for compliance to MUTCD, but must be labeled as ANSI 107-2004. Until an official statement is issued from MUTCD, garments meeting both requirements should be labeled as both ANSI 107-2010 and ANSI 107-2004¹.
- 6. Can NFPA 701 be used to claim flame resistance for an ANSI 107-2010 garment?** No.
- 7. Are sleeveless vests with the two horizontal stripes compliant to ANSI 107-2010?** No. The 2010 standard requires 23.5 in² of material in the shoulder area for all sleeveless garments. However, garments with sleeves which incorporate bands on the sleeves are not required to have material in the shoulder area.
- 8. Does the standard only permit the designs that are provided in the Appendix of the standard?** No. The designs provided in the appendix of the standard are only examples. There may be many innovative designs including use of primary apparel such as shirts that meet the standard and are different from the limited examples in the Appendix. Section 6 of the standard states the design requirements of the standard.
- 9. Does open weave or mesh meet the background materials requirements of the standard?** ANSI/ISEA 107-2010 is a performance standard and the material specifications are not written to include or exclude any materials if they meet the requirements for visibility or durability. Many compliant mesh products are available in the marketplace.
- 10. I have only found larger-sized garments that meet the standard. I have smaller workers that need appropriately fitting garments to work safe. Is this being addressed?** The following quote was taken from the standard, Section 6.3 Ergonomics (Page 6). "The garment shall offer the wearer the best possible degree of comfort that is consonant with provision of adequate protection. The garment shall be designed for correct fit and positioning on the user and should be designed to ensure that it remains in place for the expected period of use, anticipating environmental factor as well as movements the wearer could adopt during the course of work." Health & Safety Managers may wish to consider the selection of a different garment style, such as a vest or shirt with sleeves, to accommodate small-framed personnel. Access our website at Scotchlite.com to learn more about the ANSI/ISEA 107-2010 standard.

¹Manual on Uniform Traffic Control Devices 2009 Edition pages 564-566, 745



11. Is this standard the same as the European EN 471 standard? No. The developers of the standard used many of the requirements of EN 471 because the science supported the performance criteria that are established. See the 3M website Scotchlite.com for an explanation of the differences.

12. Does the ANSI 107-2010 standard allow for split trim designs on a Class 2 or Class 3 garment? The split trim configuration, i.e. two 1" bands of reflective material separated by 2" of background material, is allowed by Section 6.1.1.1 of the standard. See Appendix C, Figure C-4 for an example.

Six Steps For Selecting High-Visibility Safety Apparel

Step 1: Obtain and review copies of ANSI/ISEA 107-2010 standard and relevant regulations.

Step 2: Conduct a survey of worksite low visibility hazards to determine the appropriate class of garments, as directed by the 2009 MUTCD Section 6D.03 paragraph 03 subparagraph E. Remember that the survey should account for more than speed. Also consider worker proximity to traffic, other prevailing colors, weather conditions, task loads and the traffic control plan.

Step 3: Working with the 3M team and your safety and design specialists, design concept garments that meet your needs. Remember to take a comprehensive approach to garment design in order to balance your requirements for garment functionality, comfort and durability. An ISEA study of construction work zones found that non-use of garments is related to lack of comfort and style. These issues can be addressed effectively through appropriate designs.

Step 4: Review your design choice with a visibility demonstration and/or wear test.

Step 5: Write a specification based on specific performance criteria. Require use of certified components only.

Step 6: When the safety apparel is issued to your workers, provide them with training that explains the purpose and use of their new high-visibility garments.

Look to 3M

When it comes to safety apparel, 3M is an industry leader in providing information, research, reflective applications advice, and garment design consultation. You and your workers can look to 3M for quality, reliability, and product support. Our sales and technical support staffs want to help you with selection of components and garment design, planning and executing a visibility demonstration, and developing a garment specification. For more information on how 3M can help you with your high-visibility safety apparel needs, call 800-328-7098, Ext. 2.

