

PRESIDENT  
Dr. James L. Discipio

VILLAGE MANAGER  
Julia A. Cedillo

VILLAGE CLERK  
Amanda G. Seidel



TRUSTEES  
Rimas V. Kozica  
Scott F. Mesick  
Patricia B. Rocco  
Marshall Seeder  
Susan M. Storcel  
LaVelle Topps

## **VILLAGE BOARD WORK SESSION - revised**

Tuesday, DECEMBER 11, 2012 - 7:30 p.m.

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### **AGENDA**

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation to LT Radio Station Award Winners – Evan Boyd, Brendan Dzwierzynski, Joey Rocco, and Matt Van DeSompele**
5. **Public Participation (Agenda and Non-Agenda Related Items)**
6. **Administration Committee Items**
  - A. Discussion & Action – Resolution Authorizing Execution of “Collective Bargaining” Agreement Between the International Union of Operating Engineers Local 150, Public Employee Division and the Village of La Grange Park
7. **Building & Zoning Committee Items**
  - A. Discussion & Action – Approve an Ordinance Granting Certain Variations for 320 N. Ashland, La Grange Park, IL (Public Hearing No. 12-03)
8. **Public Safety Committee Items**
  - A. Presentation – ISO Public Protection Classification Summary Report – Chief Maggos
9. **Public Works Committee Items**
  - A. Discussion & Action – Authorize Staff to enter into a Professional Services Agreement with Murray Weather Intelligence Reports for 2012-2013
10. **Public Works Garage Committee Items**
  - A. Discussion & Action – Motion to Direct Staff to Eliminate the Phase Two Portion of the Request for Proposal & Negotiate a Guaranteed Maximum Price Contract w/Leopardo Construction not to Exceed One Million Dollars and Authorize Staff to Enter into a Letter of Understanding for Design Services

**VILLAGE BOARD WORK SESSION MEETING**  
**Tuesday, DECEMBER 11, 2012 – 7:30 p.m.**

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**AGENDA (continued – Page 2**

11. **Other Reports:**

(A) Village Manager

(B) Village President

Proclamation - National Drunk and Drugged Driving (3D) Prevention  
Month December 2012

Discussion & Action – Appointment of David Mrazek to the position of  
interim Chairman of the Cool Village Commission

(C) Village Clerk

(D) Committee

12. **New Business**

13. **Executive Session** – *for the purpose of discussing the selection of a person  
to fill a Village Committee according to 5 ILCS 120/2 (c)(3)*

14. **Reconvene to Work Session**

15. **Adjourn**

*Next Village Work Session Meeting: January 8, 2013*

*Next Village Board Meeting: January 22, 2013*



## **RULES FOR PUBLIC COMMENT**

### **Village Board Work Session Meetings Village Board Meetings**

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.
2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.
3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.
4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.  
  
(b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.
5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

# **Administration Committee**

**Vacancy, Chair**  
**Rimas Kozica**  
**Patricia Rocco**

# Village Board Agenda Memo

Date: December 3, 2012  
To: Village President & Board of Trustees  
From: Julia Cedillo, Village Manager   
RE: Collective Bargaining Agreement – IUOE Local 150

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## **GENERAL BACKGROUND:**

The three (3) year Collective Bargaining Agreement between the Village of La Grange Park and the International Union of Operating Engineers Local 150 (IUOE) expired on April 30, 2011. The IUOE represents the employees in the Public Works Department.

Following the expiration of the agreement the Village has had discussions with the IUOE on the terms of successor collective bargaining agreement. The Village Board has previously reviewed the salient terms of a four (4) year successor agreement covering the period May 1, 2012, through April 30, 2016, that provides for the following:

| Contract Year                        | Wages | Health   |
|--------------------------------------|-------|--|
| Year 1: May 1, 2012 – April 30, 2013 | 1.5%  | <i>(No Change)</i><br>Family: \$1,450.00/mo.<br>Single: \$530.00/mo. |
| Year 2: May 1, 2013 – April 30, 2014 | 1.5%  | Family: \$1,450.00/mo.<br>Single: \$540.00/mo.                       |
| Year 3: May 1, 2014 – April 30, 2015 | 2%    | Family: \$1,550.00/mo.<br>Single: \$580.00/mo.                       |
| Year 4: May 1, 2015 – April 30, 2016 | 2%    | Family: \$1,650.00/mo.<br>Single: \$620.00/mo.                       |

Other provisions of the collective bargaining agreement have been modified. They are listed as follows:

- Under Section 5.4.A Lunch Rest Period, language was added to allow for an unpaid meal break after four hours of overtime, provided that work sites will not be left unattended.
- As a matter of maintenance, there was a text change to Section 7.4 Cross Training – an update was made to reflect that the Village will continue to maintain its cross-training program for employees.
- Under Section 12.3 Holiday Pay, language was added to allow for 2x compensation on the actual or observed Christmas Holiday.

- Under Section 13.3 – Vacation Selection, language was added to allow for vacation requests with less than 48 hours notice in exigent circumstances, if mutually agreeable to the employee and Department Head.
- As a matter of maintenance, there was a numeric change to Section 11.3 Time Limits – the Village’s written response is provided at Step 2.
- As a matter of maintenance, there was a text change to Section 21.1 No Strike, to better define the “employee” as a “bargaining unit employee.”
- Under Section 22.2 Certification Incentive, changes were made to allow for certification pay for employees seeking an arborist certification, provided that no more than two employees receive such certification, at the approval of the Department Head. Language was also added to cap allowable certification pay to two per employee.
- Under Appendix B – Winter Operations Plan, language was added to allow for sleeping at the public works facility with the approval of the Director of Public Works or designee. This is a recommended safety measure as it helps mitigate driver fatigue after a snow plowing shift.

All other provisions of the Collective Bargaining Agreement remain unchanged.

The membership of Local 150 has ratified the collective bargaining agreement. The terms and conditions of the collective bargaining agreement are consistent with the Board’s previous review. It is now appropriate for the Board to approve and authorize execution of the agreement.

**MOTION/ACTION REQUESTED:**

**Motion: Move to approve a “Resolution Authorizing Execution of Collective Bargaining Agreement Between the International Union of Operating Engineers, Local 150 Public Employee Division and the Village of La Grange Park.”**

**STAFF RECOMMENDATION:**

It is recommended that the collective bargaining agreement be approved.

**DOCUMENTATION:**

- Resolution Authorizing Execution of collective Bargaining Agreement Between the International Union of Operation Engineers, Local 150 Public Employee Division and the Village of La Grange Park
- Collective Bargaining Agreement between Local 150 and the Village of La Grange Park covering the period May 1, 2012 through April 30, 2016.

cc: Amanda Seidel, Village Clerk  
 Emily Rodman, Assistant Village Manager  
 Brendan McLaughlin, Director of Public Works  
 Cathleen Keating, Village Attorney

**RESOLUTION NO. 12-23**

**RESOLUTION AUTHORIZING EXECUTION OF "COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEE DIVISION AND THE VILLAGE OF LA GRANGE PARK"**

WHEREAS, the previous collective bargaining agreement between the Village of La Grange Park and the International Union of Operating Engineers (IUOE), Local 150 Public Employee Division representing the Village of La Grange Park Public Works Department expired April 30, 2012; and

WHEREAS, the Village and IUOE Local 150 representatives negotiated in good faith to draft a replacement collective bargaining agreement that is acceptable to both the Village of La Grange Park and IUOE Local 150; and

WHEREAS, the bargaining unit members from the Village of La Grange Park Public Works Department ratified the agreement on or about December 4, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois, as follows:

1. That the Village of La Grange Park hereby approves the "Collective Bargaining Agreement Between the International Union of Operating Engineers, Local 150, Public Employee Division and the Village of La Grange Park" as attached;
2. That the Village President, Village Clerk and Village Manager are authorized to execute the attached agreement.
3. The Village Manager is authorized and directed to take such further actions as she deems necessary and appropriate to implement, administer, and enforce this Resolution.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois, this 11<sup>th</sup> day of December 2012.

AYES:

NAYS:

ABSENT:

Approved this 11<sup>th</sup> day of December, 2012.

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James L. Discipio  
Village President

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Amanda Seidel  
Village Clerk

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

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

**-AND-**

**THE VILLAGE OF  
LAGRANGE PARK**

**EFFECTIVE**

**MAY 1, 2012 through APRIL 30, 2016**

**COLLECTIVE BARGAINING AGREEMENT**

**-BETWEEN-**

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

**-AND-**

**THE VILLAGE OF LAGRANGE PARK  
EFFECTIVE MAY 1, 2012 THROUGH APRIL 30, 2016**

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## **AGREEMENT**

This Agreement has been made and entered into by and between the Village of LaGrange Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, to achieve full recognition for the value of employees and the vital and necessary work they perform, and to provide the best possible services for the citizens of LaGrange Park. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

### **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, working conditions and other 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-03-029:

**INCLUDED:** All full time and part time employees in the following classifications: Maintenance Worker I & II, Water Plant Operator, Mechanic and Crew Foreman.

**EXCLUDED:** All other employees.

#### **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 disputes regarding the appropriateness of inclusion of the new classification in the bargaining unit 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 mutually agreed upon differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree upon 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, provided that 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 principle that working time is for work. Union activities within Employer facilities shall be restricted to administering this Agreement. The stewards or his/her designees shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Stewards or his/her designees will ask for and obtain permission from the department head of any employee with whom he/she wishes to carry on Union business.

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 the Union representatives give prior notice to the Public Works Director where practicable, and there is no interruption of the Employer's working schedule.

**SECTION 2.2: UNION BULLETIN BOARDS**

The Village shall provide one Union bulletin board at the Public Works facility. The Board shall be for the sole and exclusive use of the Union, and shall be separate from other Village bulletin boards. Postings shall not contain political matter involving the Village or be inflammatory in nature, and a copy of each posting shall be provided to the Director of Public Works.

**SECTION 2.3: UNION STEWARDS**

The Union shall designate two (2) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the Village to identify the Stewards.

**SECTION 2.4: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative tenders his/her request to his/her supervisor reasonably in advance of such absence. Approval of such requests shall not be unreasonably denied. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

**ARTICLE III**  
**DUES CHECKOFF AND INDEMNIFICATION**

**SECTION 3.1: DEDUCTIONS**

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the Village agrees to deduct the membership dues, assessments or fees (hereafter "dues") of

any member of the bargaining unit from his/her pay. Such deduction shall be remitted to the Union at the address designated by it. 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. 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: FAIR SHARE**

Pursuant to Section 3 (G) of the *Illinois State Labor Relations Act* and amendments thereto, employees covered by the Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the *Illinois State Labor Relations Act*, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and their individual employee deduction(s), along with deductions remitted pursuant to this Article.

### **SECTION 3.3: APPEAL PROCEDURE**

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

### **SECTION 3.4: INDEMNIFICATION**

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of the provisions of this Article.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**SECTION 4.1. MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, The Village retains all traditional rights to manage and direct the affairs of the Village 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 Village;
- 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 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 Village;

provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**SECTION 5.1: APPLICATION OF ARTICLE**

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

**SECTION 5.2: WORKDAY AND WORKWEEK**

The normal workday for all full time employees is eight (8) consecutive hours and the normal workweek is forty (40) hours.

**SECTION 5.3: NORMAL WORK SCHEDULES**

- A. The normal working schedules for bargaining unit employees follow:  
7:00 a.m. - 3:30 p.m., Monday through Friday
- B. Employees shall be required to report, ready for work, to the Public Works Building at the beginning and end of each shift for departmental communications and to punch in and punch out, as applicable.
- C. During the winter months, the Village may implement its "Winter Operations Plan" on an as-needed basis. A copy of the Winter Operations Plan is attached to this Agreement as Appendix B. To the extent the staffing and scheduling requirements of the Winter Operations Plan conflict with this Agreement, the terms of the Winter Operations Plan shall supersede and be given effect.
- D. The Village reserves the right to adjust schedules on a temporary basis (not to exceed two (2) weeks), provided it gives the Union five (5) working days' notice of such change, whenever practicable.

**SECTION 5.4: LUNCH/REST PERIOD**

- A. Bargaining unit employees shall be granted a one-half (1/2) hour (unpaid) meal break (a) near the mid-point of each work shift, and (b) (if applicable) after four (4) hours of overtime, provided that work sites will not be left unattended. Said break period shall include employees' clean up time, if any.
- B. Bargaining unit employees shall be granted two (2) fifteen (15) minute paid breaks during the work shift.
- C. Employees shall be on the work site and ready to work up to the beginning, and at the end, of their break periods.

- D. When the heat index is one hundred five (105) degrees or higher, members not working in an air-conditioned area shall be permitted a five (5) minute break on the jobsite every hour.

#### **SECTION 5.5: LIMIT ON REQUIRED OVERTIME**

Bargaining unit employees are not required to work more than sixteen (16) hours in a twenty-four (24) hour period, without having an opportunity for at least a minimum of eight (8) hours' rest. The only exceptions to this rule are in situations of emergency, as reasonably determined by the Village. An employee may be permitted to work beyond a sixteen (16) hour period as previously described with supervisor permission if, in the supervisor's opinion, the employee is mentally alert and shows few visible signs of exhaustion or fatigue. Employees who inadvertently work beyond sixteen (16) hours without supervisory approval will not be disciplined.

#### **SECTION 5.6: OVERTIME COMPENSATION**

Except as otherwise provided in this Agreement, an employee shall be paid overtime pay at the rate of one and one-half (1.5) times his regular hourly rate of pay for all hours worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include all compensated hours. Overtime shall be assigned as needed by the Director of Public Works or his designee(s) pursuant to this Article V. Except for the employee on call, all overtime must be approved prior to working by the division supervisor, or in his absence, the Director. Employees shall be paid double time for all hours worked on Sundays and Holidays.

#### **SECTION 5.7. OVERTIME DISTRIBUTION**

The department head or his designee(s) shall have the right to require overtime work. Employees may not refuse overtime assignments, except for good cause shown. The department head or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, provided that, if there are more volunteers than are required for the job, opportunities will be distributed as more fully discussed below. The department head or his designee(s) will try to make overtime assignments within the job classification that normally performs the work in which the overtime is needed. To the extent that employees' skills are interchangeable, the department head or his designee shall assign overtime on a rotational seniority basis to equalize overtime opportunities within the bargaining unit. For overtime work that has traditionally been performed by all members of the Public Works Department, reasonable efforts will be made to equalize overtime opportunities. However, specific employees may be selected for special assignments based upon specific skills, ability and experience.

Part-time or non-bargaining unit personnel shall not be used to diminish bargaining unit members' regular hours of work as more fully described in Section 5.3.A. above.

## **SECTION 5.8: CALLBACK**

A "callback" is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, beginning when the employee arrives at the work site. There shall be a guaranteed minimum of two (2) hours' pay at the overtime rate for each callback. Automotive mechanics shall only be called back to perform mechanic duties and snow/ice service.

## **SECTION 5.9: PYRAMIDING**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. This means an employee may not receive compensation under this Agreement in addition to any other source for any hours logged as a public works employee; if the employee is working for another employer or Village Department, he/she must be "off the clock."

## **SECTION 5.10: PAGERS**

On-call duty shall be fulfilled by one (1) employee that will carry a Village issued wireless telephone while on-call. On-call duty shall rotate amongst those bargaining unit members who sign up for on-call duty. Failure to sign up for on-call duty shall not be grounds for discipline. If no volunteers sign up for on-call duty the Director of Public Works may assign on-call duty status on a rotating basis starting with the least senior employee. Employees assigned to on-call duty status for the week long period shall receive pager pay at the rate of two (2) hours of overtime pay per week. The employee assigned to on-call duty status must respond to each page, and failure to respond may be deemed absence from work and may preclude the employee from receiving pager pay under this Section. Employees may trade on-call duty assignments, so long as they provide prior notice to the Department Head or his designee. Employees assigned to on-call status shall have twenty (20) minutes to respond to a page and one (1) hour to report to work. Employees who are issued Village wireless telephones shall be charged for reasonable personal phone calls.

Employees who are not assigned to on-call duty status may be contacted for overtime if additional personnel are needed and shall be compensated in accordance with Section 5.8 above. Refusal to work call-out overtime shall not be grounds for discipline.

During Winter Operations, all members shall be paid one (1) hour of overtime pay per week for being on-call for snow and ice control during the twenty (20) week snow season. The employee assigned to on-call duty status shall not receive the Winter Operations on-call overtime during his assigned on-call week. Employees who fail/refuse to respond to callouts for Winter Operations shall be ineligible for on-call pay under this paragraph during the affected workweek.

## **SECTION 5.11: COMPENSATORY TIME**

Employees who are entitled to overtime pay may elect to receive compensatory time, accrued at the appropriate overtime rate, in lieu of overtime pay. An employee who has accrued compensatory time may make requests for time off in a minimum of one-half (½) day increments or less, subject to the rule of reason and department operating needs. The employee shall provide twenty-four (24) hour advance notice for any use of comp time, or less subject to operating needs. Such time off will be approved subject to departmental needs. Comp time may be approved in hourly increments when requested for use at the end of a shift, subject to department operating needs. Compensatory time cannot be accumulated beyond one hundred twenty (120) hours.

## **ARTICLE VI** **SENIORITY**

### **SECTION 6.1: SENIORITY DEFINED**

The term “seniority” shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the Village’s Public Works Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

### **SECTION 6.2: BREAKS IN CONTINUOUS SERVICE**

An employee’s employment with the Village shall be considered terminated and his seniority broken when he:

- a) Quits;
- b) Is discharged for just cause (probationary employees without regard to just cause);
- c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- d) Retires;
- e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by the employee’s doctor;
- f) Is laid off and fails to report to work within fifteen (15) work days of being recalled;
- g) Fails to report to work or notify the Village during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his control, which could not be reasonably anticipated or planned for.

If an employee has been separated from his/her employment with the Village for any reason except (b) above, and has been re-hired within six (6) months of such separation, such employees' time in service shall be "bridged", *i.e.*, aggregated, but the time between periods of employment shall not be counted for seniority, benefit accrual or any other purposes.

### **SECTION 6.3: SENIORITY LIST**

Once each year the Employer shall post a seniority list for each department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. 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 the first six (6) months of employment. A newly-hired full-time employee who has previous experience working with the Village as a part-time employee shall be credited with one-half of their prior service as time served on their probationary period, provided that the maximum credit such an employee shall receive is three (3) months. Time absent from duty shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure.

A probationary employee shall have no seniority, except for purposes of bidding for scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

An employee who is promoted from one bargaining unit position to another under this Section 6.4 shall be considered to be "on probation" in their new position for a period of six (6) months; this six (6) month probationary period may be extended by the Village for the length of time necessary for the employee to obtain the necessary qualifications for the job (including the occurrence of a family or a similar emergency situation which may, for example, make it impossible for an employee to obtain a necessary license). If an employee who has been promoted under this Section 6.4 at any time simply cannot perform the job during the six (6) month probationary period in the judgment of the Director of Public Works (as opposed to disciplinary conduct, for example), then the employee will be demoted to his/her prior position in the appropriated wage rate and the most junior employee in that position will be laid off if the Village believes a layoff is necessary or appropriate.

## **ARTICLE VII FILLING OF VACANCIES**

### **SECTION 7.1: PERMANENT VACANCY**

A permanent vacancy is created when the Village determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within

the bargaining unit: terminations, promotions, resignations or demotions, and the Village does not eliminate the position through attrition.

#### **SECTION 7.2: POSTING**

Whenever a permanent vacancy occurs in an existing bargaining unit job classification or as a result of the development or establishment of new bargaining unit job classifications, 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 7.3: FILLING OF VACANCIES**

When a vacancy occurs in the bargaining unit, the Village will fill the vacancy by selecting the most qualified applicant for the vacancy. The "most qualified applicant" shall be defined as the one who has, overall and in the sole discretion of the Village, the greatest skills and experience among those filing timely applications to fill the vacancy. When skills and abilities are equal as between two (2) applicants for a position, the Village 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 that an employee-applicant with greater seniority shall have precedence over an employee-applicant with lesser seniority.

#### **SECTION 7.4: CROSS -TRAINING**

In order to maximize employee skill and in an effort to provide improved service, the Village will continue to maintain its cross-training program for all bargaining unit employees.

### **ARTICLE VIII LAYOFF AND RECALL**

#### **SECTION 8.1: DEFINITION AND NOTICE**

The Village in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff. The Village shall give the Union as much notice as possible, but not less than forty-five (45) days' notice, of any layoffs, and an opportunity to bargain, if the Union requests.

#### **SECTION 8.2: GENERAL PROCEDURES**

If it is determined by the Village that layoffs are necessary in any classification covered by this Agreement, any non-full-time employees in the affected classification shall be laid off first, followed by probationary employees in the affected classification, and then followed by the least senior full-time employees in the classification in inverse order of their seniority.

### **SECTION 8.3: RECALL OF LAID-OFF EMPLOYEES**

Laid off employees shall be placed on a recall list for a period equivalent to two (2) years. If there is a recall in the employee's job classification, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training or if they could become qualified within ten (10) work days of training and experience. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given ten (10) work days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall report for duty within ten (10) work days following receipt of the recall notice, provided the employee has responded to the notice, by telephone or other means, to inform the Village of his/her intent to return within five (5) calendar days of his receipt of the notice. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Village with his current address. If an employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

## **ARTICLE IX DISCIPLINARY PROCEDURES**

### **SECTION 9.1: JUST CAUSE**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause (for non-probationary employees). Discipline shall not include routine verbal job counseling, without any documentation to the employee's file. Discipline may include, but shall not be limited to, the following:

- 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, with a copy delivered to the Union;
- C. Suspension without pay with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union;
- D. Discharge, with documentation of such maintained in the employee's personnel file, with a copy delivered to the Union.

One or more steps may be skipped, and discipline may be imposed at higher levels, where the severity of the offense warrants it. Notice of disciplinary action shall be given to the employee not later than ten (10) working days following conclusion of the Department Head's (or his designee's) investigation into the matter, and the employee shall be afforded the 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 the request of the employee, a representative of the Union (Steward) shall be allowed to be present at and participate in the discussion.

## **SECTION 9.2: RIGHT TO REPRESENTATION**

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

## **SECTION 9.3: REMOVAL OF DISCIPLINE RECORDS**

The parties agree that oral and/or written reprimands, having been reduced to writing and placed in the employee's file, shall be removed if the employee does not receive further discipline for similar types of offenses for a period of twenty-four (24) consecutive months. All such expungements shall be pursuant to a written request by the employee to the department head.

## **ARTICLE X PERSONNEL RECORDS**

The personnel record is available during regular business hours for an employee and/or his/her designee to review. An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two (2x) times per year. An employee may obtain a copy of his/her record upon request to the department head.

## **ARTICLE XI GRIEVANCE PROCEDURE**

### **SECTION 11.1: GRIEVANCE DEFINED**

A "grievance" is defined as any alleged violation of an expressed term of this Agreement.

### **SECTION 11.2: GRIEVANCE STEPS**

A grievance filed against the Village shall be processed in the following manner:

#### **Informal Pre-Step: Oral Discussion with Supervisor**

Within three (3) calendar days of the event giving rise to the grievance or of the day when the grievant, through normal diligence, should have become aware of the occurrence, an employee or Union representative who has a grievance may attempt to resolve the grievance orally with the employee's supervisor. If no such informal resolution is attempted or achieved, the employee or Union representative may file and process a formal grievance in accordance with the following steps and limitation periods.

**Step 1 –**

Except as otherwise provided below, an employee or Union representative who has a grievance shall submit the grievance in writing to the Director of Public Works specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts giving rise to the grievance, the provision(s) of this Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days after the end of the informal pre-step period specified above, but no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have become aware of the occurrence. The Director of Public Works shall render a written response to the grievant and the Union within seven (7) calendar days after the grievance is presented or within seven (7) calendar days of any meeting between the parties if such a meeting is called by the Director of Public Works. Should a meeting be called, it shall be scheduled through mutual agreement between the Director of Public Works and the Local 150 business representative. The grievant, Union Steward and business representative, along with the Director of Public Works, shall be permitted to attend all grievance meetings.

**Step 2 –**

In the case of a grievance involving a suspension without pay or an involuntary termination, the affected employee or the Union may elect to file the grievance directly at Step 2. Such a grievance must be filed no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) calendar days from when the grievant, through normal diligence, should have been aware of the occurrence. In the case of a grievance filed at Step 1, if the grievance is not settled at that step and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Manager within seven (7) calendar days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or his/her designee shall investigate the grievance, and if he deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant, Union Steward and an authorized business representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager shall provide a written answer to the Union, within seven (7) calendar days of the receipt of the grievance at Step 2 or within seven (7) calendar days of any meeting between the parties if such a meeting is called. If a settlement is reached, it shall be reduced to writing and signed by the parties.

**Step 3 – Arbitration –**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, it may refer it to arbitration, as described below, within seven (7)

calendar days of receipt of the Village Manager's written answer provided in Step 2.

- a) The parties shall attempt to agree upon an arbitrator and a joint statement of the issue or issues. In the event that the parties are unable to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral to an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. The Union shall strike the first name from the first list, and the parties shall alternate first strikes thereafter. The arbitrator shall be notified of his selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the representatives of the Village and the Union. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.
- b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step or any other issue raised by the Union prior to the request to proceed to arbitration. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the Village, the Union and the employees covered by the Agreement.
- c) The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the Village and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.
- d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

### **SECTION 11.3: TIME LIMITS**

Time limits for filing, appealing or responding to grievances may be extended by express agreement between the Village and the Union. 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 Village or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The Village must, however, provide a written response at Step 2.

## **SECTION 11.4: GRIEVANCE DISCUSSIONS AND INVESTIGATIONS**

All grievance discussions and investigations shall take place at mutually agreeable times and in a manner, which does not interfere with the Village operations. If mutually agreed-upon times occur during an employee's duty shift, the employee shall be allowed to attend such meeting without loss of pay. An employee's attendance at such meetings shall not occasion the payment of overtime.

## **SECTION 11.5: 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.

## **ARTICLE XII HOLIDAYS**

### **SECTION 12.1: PAID HOLIDAYS**

All permanent, full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. The Friday before Easter (one-half (1/2) day)
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Friday after Thanksgiving
9. Christmas Eve Day
10. Christmas Day
11. Floating Holiday (to be scheduled subject to departmental needs)

### **SECTION 12.2: SPECIFIC APPLICATIONS**

- A. All holidays shall be observed from 12:01 a.m. to 11:59 p.m. If a holiday falls on a **weekend**, Saturday holidays (other than Christmas) shall be designated as Friday off and Sunday holidays (other than Christmas Eve) shall be designated as Monday off.
- B. Newly-hired full-time employees are immediately eligible for holiday pay.

- C. In the event an employee does not work the scheduled day before or the day after the holiday, the employee will be ineligible to receive holiday pay, unless the absence is for good cause shown.

**SECTION 12.3: HOLIDAY PAY**

All full-time employees who are not required to work on the holiday shall receive eight (8) hours' pay for each holiday. Employees who work on a holiday (including the actual or observed Christmas Holiday) shall be compensated at two-times (2x) their regular hourly rate for hours actually worked on the holiday, with a minimum guarantee of two (2) hours' work or pay, plus eight (8) hours' holiday pay.

**SECTION 12.4: SAFETY INCENTIVE DAY**

Each employee shall be granted one safety incentive day per year if he/she has not had an avoidable accident (as defined in accordance with the Village Personnel Manual adopted April 8, 2003) within the previous calendar year.

**ARTICLE XIII  
VACATIONS**

**SECTION 13.1: VACATION TIME OFF**

Full-time bargaining unit employees shall earn paid vacation days on a monthly basis in accordance with the following schedule:

| <u>Years of Completed Continuous Service</u> | <u>Length of Vacation</u>  |
|--|----------------------------|
| 1 – 6 years                                  | 80 hours (6.67 hrs./mo.)   |
| 6+ – 12 years                                | 120 hours (10.0 hrs./mo.)  |
| 12+ - 20 years                               | 160 hours (13.33 hrs./mo.) |
| 20+ years                                    | 200 hours (16.67 hrs./mo.) |

**SECTION 13.2: VACATION USAGE**

- A. When a holiday falls during an employee's scheduled vacation period, the employee will not be charged with a vacation day for the day when the holiday is observed.
- B. Vacation days must be taken in no less than four (4) hour increments.
- C. Vacation days must be used during the year after the anniversary date in which they are earned. The Director of Public Works may exempt employees from this requirement and allow a carryover of vacation days for up to six (6) months following the employee's next anniversary date.

- D. No vacation days may be earned in any month in which the employee receives no compensation.
- E. The maximum amount of time permitted off from work for vacation shall be two (2) weeks (eighty (80) consecutive work hours) at a time.

### **SECTION 13.3: VACATION SELECTION**

Vacation for bargaining unit employees shall be scheduled in the following manner:

- A. Bargaining unit members' vacation year for scheduling purposes runs from April 1<sup>st</sup> to the next March 31<sup>st</sup>.
- B. The Director of Public Works shall establish an annual "pick period" from January 1 to March 31, during which time pick requests of up to 2 weeks' vacation will be honored in order of seniority.
- C. After March 31<sup>st</sup>, vacation pick requests will be honored on a "first-come-first-served" basis. Employees seeking to add a third week to an existing scheduled vacation may do so if the week is available at the time of the request, after 3/31.

Grants of requests for vacation leave shall be based upon the department's operational needs and shall not be unreasonably withheld. In all cases, vacation days must be requested no less than forty-eight (48) hours in advance, provided that, in cases of exigent circumstances, the Department Head may grant requests with less than 48 hours' notice, if mutually agreeable to the employee and the Department Head.

### **SECTION 13.4: ACCUMULATED VACATION AT SEPARATION**

Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's regular rate of pay at the time of separation. Requests for previously unscheduled vacation leave shall not be granted after an employee's tender of notice of his/her resignation.

## **ARTICLE XIV SICK LEAVE**

### **SECTION 14.1: ACCRUAL AND ACCUMULATION**

Employees shall accrue sick leave at the rate of one (1) day per month, up to twelve (12) days per year, with a maximum accumulation of one-hundred twenty (120) days (960 hours). Any employee retiring after twenty years of service or duty-related disability is entitled to receive payment for 25% of accumulated sick leave. No sick leave days may be accrued in any month in which the employee receives no compensation.

## **SECTION 14.2: SICK LEAVE USE**

Sick leave may be granted in a minimum of one (1) hour blocks for any of the reasons listed below:

- a) Incapacitation due to the employee's illness, injury or disability;
- b) Personal medical or dental appointments which cannot be scheduled outside of the regular work schedule;
- c) An employee may request paid sick leave for extenuating circumstances from the department head;
- d) Family illness which requires the employee's presence.

## **SECTION 14.3: SICK LEAVE REQUESTS**

Each employee requesting a sick day is required to notify the Director of Public Works, or his designee(s) of the need for such leave, and the nature of its use, as soon as possible before his/her scheduled starting time.

## **SECTION 14.4: PHYSICIAN'S CERTIFICATE/PHYSICAL EXAMINATION**

- A. When an absence is three (3) days or more, a physician's certificate will be required upon return to work. If a physician's certificate is not supplied, the time will be charged to leave without pay. Any cost of the physician's certification shall be borne by the employee.
- B. Should an employee require five (5) consecutive sick days or more, the employee must furnish a current report from the attending physician indicating prognosis and anticipated length of illness or injury. The employee may also be required to have a physical examination by a physician chosen and paid for by the Village to determine length of time the employee will be unable to report to work.

## **SECTION 14.5: CATASTROPHIC LEAVE**

Employees who have reached the maximum sick leave accumulation shall place additional sick leave days into a "catastrophic sick leave bank". Once employees have reached the maximum sick leave accumulation, they will receive one (1) additional day of sick leave for every four (4) sick days earned but not used in any given fiscal year. The days placed into the catastrophic sick leave bank may only be used if all other sick leave has been exhausted. Days accumulated in the bank will not apply to separation benefits.

## **SECTION 14.6: 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. For

the purposes of this Section 14.6 only, employees shall be permitted to accrue unlimited sick leave days.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

**SECTION 15.1: FUNERAL LEAVE**

Funeral leaves of up to three (3) consecutive workdays per incident, including the date of the funeral services, shall be granted with pay due to a death in a full time employee's immediate family.

- A. Requests for funeral leave are not granted automatically, and the employee may be required to provide proof of death and/or relationship to the deceased.
- B. Immediate family is defined as current husband, current wife, father, mother, stepfather, stepmother, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, brother, sister, step-brother, step-sister, adopted child, grandchild, grandparent, spouse's grandparents, uncle, aunt, niece or nephew. Should an employee require additional time off, the Employer may allow the employee to use vacation or compensatory time for good cause shown.

**SECTION 15.2: JURY DUTY LEAVE**

An employee will be paid his regular compensation for time spent on jury duty but will not be entitled to travel expenses for jury duty. Employees are expected to return to work directly after release from jury duty.

**SECTION 15.3: MILITARY LEAVE**

Military leave shall be afforded to affected employees in accordance with applicable state and federal law. This leave shall not be charged against vacation or sick leave. An employee must give notice to the Director of Public Works as soon as he is notified of his call to duty.

**SECTION 15.4: FAMILY AND MEDICAL LEAVE**

- A. Pursuant to the *Family and Medical Leave Act of 1993*, employees who have worked for the Village for at least twelve (12) months and have worked one thousand two hundred fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of leave per twelve (12) month period (defined as a rolling 12 month period counted backwards from the day an employee takes such leave) for child care associated with the birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member.
- B. An immediate family member is an employee's spouse, child, or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild under the age of

eighteen (18), or otherwise incapable of self-care because of a documented mental or physical disability.

- C. The Village may require certification or documentation from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification from the treating physician will be required.
- D. Employees should provide the Village with at least thirty (30) days' notice of anticipated Family Medical Leave, where possible.
- E. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Incentive Day before taking unpaid Family Medical Leave. However, the employee may reserve up to five (5) days of Vacation Leave for later use if desired. Time off taken as sick, vacation, or other leave which is attributable to a serious health condition for the employee will run concurrently with Family Medical Leave and will count toward the twelve (12)-week entitlement described in this chapter.
- F. Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. During the leave, the employee is responsible for his/her portion of all health premiums that he/she would normally pay. In the event an employee does not return to Village employment after taking leave, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from Family Medical Leave, an employee will be re-instated to the same or equivalent position, in accordance with FMLA.
- G. If an employee is unable to return to work after exhausting Family Medical Leave, he may be terminated from Village employment, in accordance with FMLA.

## **ARTICLE XVI** **INSURANCE**

### **SECTION 16.1: HEALTH AND DENTAL INSURANCE**

Effective upon execution of this Agreement, the Employer shall provide bargaining unit employees health insurance through the Midwest Operating Engineers Local 150 Health and Welfare Fund, and such employees will not participate in or be eligible for health insurance coverage under the Employer's group health insurance plan during the term of this Agreement. New employees will be covered on the first date of hire. During the term of this Agreement, the Village will contribute the following amounts to the Union Plan for such insurance coverage for the covered employees:

**May 1, 2012**

Single Coverage      \$530.00  
Family Coverage      \$1,450.00

**May 1, 2013**

Single Coverage      \$540.00  
Family Coverage      \$1,450.00

**May 1, 2014**

Single Coverage      \$580.00  
Family Coverage      \$1,550.00

**May 1, 2015**

Single Coverage      \$620.00  
Family Coverage      \$1,650.00

**SECTION 16.2: LIFE INSURANCE**

During the term of this Agreement, the Village will provide bargaining unit employees with the same life insurance coverage and benefits that are in effect as of May 1, 2009 for the Village's non-Union employees.

**ARTICLE XVII  
SAFETY**

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

**ARTICLE XVIII  
LABOR-MANAGEMENT MEETINGS**

**SECTION 18.1: LABOR-MANAGEMENT CONFERENCES**

The Union and the Village mutually agree that, in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Village representatives when appropriate, but not less frequently than quarterly. Such meetings shall be scheduled within one 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 Steward may attend these meetings. The Village may assign appropriate management personnel to attend.

#### **SECTION 18.2: PURPOSE**

It is expressly understood and agreed that Labor/Management meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Village representative, and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees.

### **ARTICLE XIX** **UNIFORMS AND EQUIPMENT**

#### **SECTION 19.1: UNIFORMS**

To the extent the Village requires the employees to wear uniforms and/or uniform apparel, such uniforms shall be provided by the Village.

#### **SECTION 19.2: PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

The Village shall provide all necessary items of protective clothing and safety gear, other than safety shoes/boots, pursuant to prior practice and procedure. The Village shall continue to provide employees with one pair of safety shoes/boots per contract year, through the Village's existing vendor/reimbursement system. Jackets/outerwear shall be provided through the same system, and on the same annual basis. Safety equipment authorized by the Village must be used while on duty.

#### **SECTION 19.3: PRESCRIPTION SAFETY EYEGLASSES**

The Village shall reimburse employees for the reasonable costs of the purchase of one (1) pair of safety prescription eyeglasses during the term of this Agreement.

### **ARTICLE XX** **NON-DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee covered by this Agreement with regard to employment, tenure or condition of employment on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap. Neither the Village nor the Union shall discriminate in any way against any employee on account of his Union activity or his refraining from such activity. Employees and/or the Union asserting a violation of this Article may process a grievance up to but not including arbitration. Employees and/or the Union who are dissatisfied with the disposition of grievances under this Article may seek redress before the appropriate federal, state or administrative agency.

**ARTICLE XXI**  
**NO STRIKE/NO LOCKOUT**

**SECTION 21.1: NO STRIKE**

Neither the Union nor its agents or employees, nor any employees covered by this Agreement, agents or employees of the Union 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 Village or its agents, regardless of the reason for so doing, where such work interruption will result in deprivation of public services. This provision shall not require any bargaining unit employee to cross a lawful picket line.

**SECTION 21.2: 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 Village retains all rights set forth in Section 17(b) of the *Illinois Public Labor Relations Act*.
- C. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

**SECTION 21.3: NO LOCKOUT**

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

**ARTICLE XXII**  
**WAGES AND OTHER BENEFITS**

**SECTION 22.1: WAGE RATES**

Wages for the life of this agreement shall be paid according to this Article and to Appendix "A" attached hereto and made a part of this Agreement. In the event that an employee has received an "unsatisfactory" evaluation and is subject to a remediation plan at the time he/she is scheduled for wage step movement, such step movement shall be withheld until such time as the employee satisfactorily completes the remediation process (not to exceed six (6) months from the start of the remediation process).

## **SECTION 22.2: CERTIFICATION INCENTIVE**

- A. In addition to the regular wages set forth in Appendix A, the Employer shall pay an additional \$625.00 lump sum annual bonus for holding (i) a pesticide license, or (ii) an Arborist Certification, provided that not more than two (2) employees may receive Arborist incentive in any year, and the employees requesting Arborist Certification incentives must be approved by the Department Head. Employees who possess and maintain a Class C Water Operator's License but who are not in the classification of Water Operator shall receive an additional \$625.00 lump sum annual bonus for holding such license. When any Employee who holds a Class C Water Operator's License (but is not in the classification of Water Operator) reaches the maximum rate for their classification, such Employee shall thereafter receive an additional \$625.00 lump sum annual bonus. No employee shall be eligible to receive payment for more than two (2) certifications and/or licenses under this Section 22.2 in any single year.
- B. The lump sum bonuses payable under this Section shall be paid on or about December 31<sup>st</sup> of each year, and shall be the basis for additional overtime compensation as required by the Fair Labor Standards Act, 29 U.S.C. §201 et. seq. ("FLSA") and the federal regulations that administer FLSA. In the employee's first year of eligibility for a certification incentive bonus, the employee shall receive a pro-rated portion of the annual bonus, measured by the portion of the year remaining after the employee's first eligibility date.

## **ARTICLE XXIII** **DRUG AND ALCOHOL TESTING**

The parties agree to adopt the Union's proposed drug and alcohol policy, which is attached hereto and incorporated herein by reference as Appendix C; provided that, in the event that the terms of Appendix C conflict or are inconsistent with the employee selection/random testing procedures established by the Village's incumbent testing consortium, the procedures of the Village's consortium shall supersede and be given full effect, and the conflicting provisions of Appendix C shall be ineffective.

## **ARTICLE XXIV** **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 of 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 XXV**  
**COMPLETE 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 Village 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 XXVI**  
**TERMINATION**

This Agreement shall be effective on the date of execution by both parties and shall remain in full force and effect until midnight on April 30, 2016. 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 April 30, 2016 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to April 30, 2016.

Agreement Executed this \_\_\_\_ day of December, 2012.

**FOR THE VILLAGE OF  
LAGRANGE PARK**

\_\_\_\_\_  
**JAMES L. DISCIPIO,  
VILLAGE PRESIDENT**

\_\_\_\_\_  
**JULIA CEDILLO,  
VILLAGE MANAGER**

\_\_\_\_\_  
**AMANDA SEIDEL,  
VILLAGE CLERK**

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

  
\_\_\_\_\_  
**JAMES M. SWEENEY  
PRESIDENT/BUSINESS MANAGER**

  
\_\_\_\_\_  
**DEANNA M. DISTASIO  
Attorney, Local 150**

**APPENDIX A**  
**HOURLY WAGE SCALE**

Initial placement on the schedule for new hires may be above the starting rate, commensurate with prior experience, skill and ability. The Union reserves the right to grieve arbitrary, capricious or discriminatory starting placements on the schedule.

Promoted employees shall be placed within the new classification's range at a level which yields a wage increase.





**APPENDIX B**  
**WINTER OPERATIONS PLAN**

**I. GENERALLY**

Each winter season the Village shall institute an "A" and "B" call-out list for winter operations. For purposes of this agreement, the winter season shall be defined as the twenty (20) week period beginning two (2) Fridays before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the "A" team and half to "B" team.

The Village shall provide all employees with paging devices or other voice communication devices. The employees will turn on and carry the devices on their person whenever they are on-call. When paged or contacted, the employees will have fifteen (15) minutes to contact the Village and acknowledge the call-out. Employees will have one (1) hour to report for work following acknowledgement of the call-out.

Each year each team will have a designated Primary Team Leader and a Secondary Team Leader. All Team Leaders will be designated by the Director of Public Works. All Team Leaders will be issued voice communication devices that are compatible with the device utilized by the Director of Public Works. The devices will be issued for the twenty (20) week period of winter operations. Team Leaders shall utilize the devices to maintain communications with team members at home and with Team Leaders of the other team.

When call-outs are necessary, the Village will contact (by phone or pager) the first on-call employees according to the team list and schedule as determined by the Public Works Director before each winter season begins. If additional employees are needed after all the members of the first on-call team have been contacted, the Village may attempt to contact drivers from the off-duty team. Contact shall be made in rotating order of seniority of the off-call team drivers (beginning with the most senior employee of the team on the first instance required). If additional drivers are needed after both teams have been contacted the Village may contact the mechanics to serve as substitute drivers.

If a mechanic is needed (for mechanic duties only) then the Village may contact the mechanics directly. Contact will be made in rotating order of seniority beginning with the mechanic with the most seniority for the first instance required.

A first on-call employee on Compensatory, Personal, Sick or Vacation Leave is not responsible for callback or for finding a replacement during his/her period of leave. An employee on Compensatory, Personal or Vacation Leave may remain on-call by notifying the Director of Public Works. An employee on Compensatory, Personal, Sick or Vacation Leave on Friday or Monday shall not be responsible for weekend callbacks. The alternate first on-call team member on the rotation schedule will be called to replace the absent team member. If no additional first on-call team members are available, the Director of Public Works (or his designee) may ask for volunteers from the off-call team to cover vacancies on the first on-call team.

Work will continue until operations are complete. A team will always be on duty during winter operations.

Employees may not work more than sixteen (16) hours in a twenty-four (24) hour period without a rest period of eight (8) hours away from work. No employee shall be compelled to work more than sixteen (16) hours in a twenty-four (24) hour period. Employees who inadvertently work beyond sixteen (16) hours will not be disciplined unless there is a pattern of abuse of the sixteen (16) hour limit.

Relief teams may be called as deemed necessary by the Director of Public Works or his designee.

On-duty teams shall cease working upon the direction of the Director of Public Works or his designee.

At the conclusion of operations an employee may take a Rest Day with the approval of the Director of Public Works (or his designee). Employees may use Compensatory, Personal or Vacation Leave for that day or any portion thereof.

One or more employees from the first on-call team may be on a stand-by/snow watch status on duty when operations are imminent prior to either morning or evening rush hour.

Break times will reflect the normal workday schedule with the addition of an additional paid half-hour (.5) hour break if the crew works past 3:30 p.m. Crews on twelve (12) hour rotation will have a fifteen (15) minute break and two (2) half-hour (.5) hour breaks. All breaks are paid except for the lunch period of the normal workday.

The Director of Public Works (or his designee) will determine the method of salting and plowing. Those procedures will be followed by employees.

No sleeping will be allowed in the public works facility at any time, without the prior approval of the Director of Public Works or his designee.

## **II. SALT OPERATIONS**

Teams shall be on-call for salt operations on alternating seven-day periods commencing at 7:00 a.m. Friday.

Three driver employees from the on-call team will be first on-call for salt operations. Any team member not on first on-call will be an alternate driver.

Employees will rotate first on-call alternate status within their team after each callout. Team on-call schedules will make every reasonable effort to equally distribute overtime amongst the employees.

If the team is called in after 3:30 p.m. but before 7:00 p.m., the team will work no later than 11:00 p.m. If the work is not completed by that time, a relief crew may be called from the other team.

### **III. PLOW OPERATIONS**

When the Director of Public Works (or his designee) determines that plow operations are needed, teams will work on twelve (12) hour rotating shifts until such operations are concluded. The Director of Public Works will divide employees in equal numbers between the two (2) teams.

The team that is first on-call (if a team is not working at the time) or the team on-duty at the time will become:

1. the Day Shift if plow operations commence between 7 a.m. and 11 p.m.; (Day Shift will subsequently work 11 a.m. to 11 p.m. until plow operations conclude) or
2. the Night Shift if plow operations commence between 7 p.m. and 11 a.m.; (Night Shift will subsequently work 11 p.m. to 11 a.m. until plow operations conclude).
3. Determination of shift designation will be made by the Director of Public Works.

The Director of Public Works or his designee may call in contractors to assist employees with plow operations:

1. Anytime during the normal business day.
2. During the twelve (12) hour rotating shifts if all employees assigned to that shift are offered the ability to work overtime first.

The twelve (12) hour rotation will continue for at least one (1) shift after the use of contractors has ended. The Director may also perform plow operations to supplement the on-duty team if weather conditions or staffing difficulties necessitate.

**APPENDIX C**  
**VILLAGE DRUG AND ALCOHOL POLICY**

**I. PROHIBITIONS**

**A. Prohibited Alcohol-Related Conduct**

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

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

**B. Prohibited Drug-Related Conduct**

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

1. Using any of the following controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely:
  - a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.

3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

**C. Reporting Requirements for Prescribed Controlled Substances**

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to operate a commercial motor vehicle.
2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

**II. CATEGORIES OF TESTING**

**A. Post-Accident Testing**

1. Conducted when a bargaining unit employee was involved in an accident in a Employer vehicle, and:
  - a. The accident involved the loss of life; or
  - b. The employee was issued a citation for a moving traffic violation arising from an accident that included:
    - (1) Injury requiring medical treatment away from the scene; or
    - (2) One or more vehicles having to be towed from the scene.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.
  - b. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
  - c. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.

- d. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

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

**B. Random Testing**

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

1. Restricted Period

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

2. Frequency

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

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

3. Selection

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

**C. Reasonable Suspicion Testing**

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

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

minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

**D. Return to Duty Testing**

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

**E. Follow-Up Testing**

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

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**III. TESTING PROCEDURES**

**A. Drug Testing Procedures**

1. Collection Site
  - a. Once a drug test is announced, an employee shall go directly to the collection site.
  - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.

- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Employer official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

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

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.
- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

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

b. Positive Test Results

1) Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

a) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.

b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3) The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information

documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

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

d. Alternative Test

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

6. Inability to Provide Adequate Sample

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

- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

## **B. Alcohol Testing Procedures**

### **1. Screening Test**

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

### **c. Testing Site**

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

### **d. Screening Test**

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

### **2. Confirmation Test**

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
  - b. Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
  - c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.
3. Inability to Provide an Adequate Amount of Breath
- a. If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
  - b. The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
  - c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
  - d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
  - e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
  - f. The Employer shall pay any medical fees assessed for the examination.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

##### **A. Confirmed Breath Alcohol Test Result Between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

**B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct**

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

**C. Confirmed Positive Urine Drug Test**

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
  - a. Is evaluated by a Substance Abuse Professional (SAP); and
  - b. Complies with and completes any treatment program recommended by the SAP; and
  - c. Completes the return to duty testing requirements set forth above with a negative result.

**D. Discipline**

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

**E. Refusal to Test**

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in

violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

## **V. CONFIDENTIALITY OF RECORDS**

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

### **A. Employee Entitled to Information**

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

### **B. Conditions Under Which the Employer Must Release Records**

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

## **VI. EMPLOYEE ASSISTANCE PROGRAM**

### **A. Voluntary Referral**

1. Before Testing
  - a. Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
  - b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.

- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

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

**B. Confidentiality of Referral**

All EAP referrals shall be kept strictly confidential.

**C. Rehabilitative Leave of Absence**

1. Accrued Leaves of Absence

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

2. Extended Leave of Absence

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

# **Building & Zoning Committee**

**Rimas Kozica, Chairman**  
**Scott Mesick**  
**Marshall Seeder**

# Village Board Agenda Memo

Date: December 11, 2012

To: President & Board of Trustees

From: Emily Rodman, Assistant Village Manager   
Julia Cedillo, Village Manager 

RE: **Zoning Application No. 2012-03: 320 N. Ashland, Variations**

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## GENERAL BACKGROUND:

On October 16, 2012, the Zoning Board of Appeals (ZBA) conducted a public hearing to consider Zoning Application No. 2012-02, filed by Daniel and Kathleen Rocco for 320 N. Ashland for the following variations:

- Section 12.4E2d: To reduce the minimum distance from a rear lot line from 5' to 4'
- Section 12.4E2d: To reduce the minimum distance from an interior side lot line from 3' to 2'

The variations, if granted, would permit the construction of a detached two-car garage to replace an detached two-garage that previously burned down.

The ZBA accepted testimony and evidence into the record. Upon conclusion of the testimony and discussion, the ZBA determined that the application met the standards for variations and recommended that the Village Board approve the zoning application and grant the above noted variations.

## MOTION/ACTION REQUESTED:

*Since there is only one Village Board meeting in December, staff is requesting the Village take action on this item this evening. The proposed ordinance is attached and requires a "motion to approve an ordinance granting certain variations for 320 N. Ashland, La Grange Park, IL (Public Hearing No. 2012-03)."*

## RECOMMENDATION:

The ZBA, on a vote of 5 "AYES" and 0 "NAYS" has recommended that the zoning application be approved.

## DOCUMENTATION:

- Transcript of the public hearing for Zoning Application No. 2012-03 (previously distributed)
- Findings of Fact
- Ordinance granting variations for 320 N. Ashland
- Zoning application (previously distributed)

**ORDINANCE NO. 963**

**ORDINANCE GRANTING CERTAIN  
VARIATIONS FOR 320 N. ASHLAND  
(PUBLIC HEARING NO. 2012-03)**

WHEREAS, on or about September 18, 2012, Daniel and Kathleen Rocco filed an application for multiple variations to permit the construction of a two-car detached garage at the property commonly referred to as 320 N. Ashland; and

WHEREAS, on September 26, 2012, the Village of La Grange Park published a legal notice of public hearing before the Zoning Board of Appeals of La Grange Park to consider the variation at a public hearing on October 16, 2012, at 7:00 p.m.; and

WHEREAS, upon conclusion of the public hearing the Zoning Board of Appeals recommended to the Village Board of Trustees that it grant the variations requested in the Application, based upon certain Findings of Fact, true and correct copies of which are attached to this Ordinance; and

WHEREAS, the Board of Trustees of the Village of La Grange Park has reviewed the Application, public notice and Findings of Fact, and have publicly discussed this application at a Village Board Work Session on December 11, 2012.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange Park, Cook County, Illinois as follows:

**SECTION 1:** That the variations requested in the Application, to wit:

- Reducing the minimum distance from a rear lot line from 5' to 4'; and
- Reducing the minimum distance from an interior side lot line from 3' to 2';

consistent with the variation application, are hereby granted to the property commonly known as 320 N. Ashland and as legally described in Section 2 of this Ordinance.

**SECTION 2:** The property that is the subject of the variations granted in Section 1 of this Ordinance is commonly known as 320 N. Ashland and is legally described as follows:

**LOT 8 IN BLOCK 5 IN RICHMOND'S ADDITION TO LA GRANGE IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**SECTION 3:** That all necessary permits may be issued by the Village of La Grange Park, subject to further compliance with this Ordinance and all other applicable Village Ordinances and Codes.

**SECTION 4:** That this Ordinance shall become effective and shall be in full force and effect from and after its passage in the manner provided by law.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of La Grange Park, Cook County, Illinois, this 11<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
James L. Discipio, Village President  
Village of La Grange Park

ATTEST: \_\_\_\_\_  
Amanda Seidel  
Village Clerk

Vote taken by the Board of Trustees on passage of the above ordinance:

AYES:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOS:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

CERTIFIED TO BE CORRECT:

\_\_\_\_\_  
Village Clerk

**FINDINGS OF FACT**  
**VILLAGE OF LA GRANGE PARK ZONING BOARD OF APPEALS**  
**320 N. ASHLAND**  
**CASE NO. 2012-03**

**WHEREAS**, Daniel and Kathleen Rocco, referred to as the “Applicant,” on or about September 18, 2012, filed an Application for Variations to seek approval to construct a two-car detached garage on the property located at 320 N. Ashland, referred to as “Subject Property”; and

**WHEREAS**, the Applicant is requesting the following variations for the Subject Property: 1) To reduce the minimum distance from a rear lot line from 5’ to 4’; and 3) to reduce the minimum distance from an interior side lot line from 3’ to 2’; and

**WHEREAS**, a public hearing was held before the Zoning Board of Appeals of the Village of La Grange Park, Illinois, October 16, 2012, pursuant to notice and publication as required by law; and

**WHEREAS**, the public hearing was opened at 7:00 p.m. on October 16, 2012, and pursuant to unanimous vote of the Zoning Board of Appeals on October 16, 2012 the public hearing was concluded; and

**WHEREAS**, based upon documentary evidence and testimony presented by Applicant and members of the public, the Zoning Board of Appeals makes the following Summary of Facts, and pursuant to Section 4.3.F of the La Grange Park Zoning Code, makes the following Findings of Fact:

The Subject Property previously contained a 440 square foot two-car garage with a footprint of 22’ x 20’. The previous garage burned down and all remaining components and debris from the garage were removed, with the exception of the existing cement slab.

The Applicant is seeking to build a new garage on the existing slab, which would allow them to use the existing driveway configuration. The proposed garage would be the same size and in the same location as the previous garage. The Zoning Ordinance requires that detached garages must be a minimum of 3’ from the interior side lot line and 5’ from the rear lot line as measured from the eaves of the structure. The proposed garage walls will be 3’ and 5’ from the side and rear setbacks respectively, but the eaves will overhang into the required setbacks.

**FINDINGS OF FACT**

- 1. The strict application of the terms of this Zoning Code will result in undue hardship unless the specific relief requested is granted.**

The proposed garage is a replacement of previously existing structure damaged by fire. Strict application of the Zoning Ordinance would require the removal and relocation of the existing concrete slab and the reconstruction of the existing driveway.

**2. The plight of the owner is due to unique circumstances inherent to the Subject Property and not from the personal situation of the owner.**

The circumstances necessitating zoning relief are due to a fire, not due to an act by the homeowner. The requested relief is to permit the replacement of a previously existing structure in the exact same manner as it previously existed (the structure was legally constructed at the time).

**3. The variation, if granted, will not alter the essential character of the locality.**

The proposed garage will have the exact same footprint and dimensions as the previous garage and therefore, will sustain the character of the locality by replacing what was previously existing.

Regarding the request for the variations outlined above, the Zoning Board of Appeals voted as follows:

AYES: Boyd, Fosberg, Fotino, Lampert, Massin

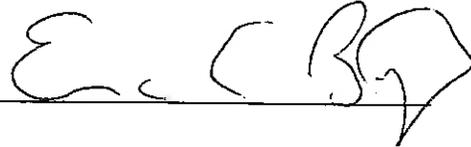
NAYS: None

ABSENT: Zaura

**RESPECTFULLY SUBMITTED** this 20<sup>th</sup> day of October, 2012.

**VILLAGE OF LA GRANGE PARK  
ZONING BOARD OF APPEALS**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Eric C. Boyd", written over a horizontal line. The signature is stylized and cursive.

# **Public Safety Committee**

**LaVelle Topps, Chairman**  
**Patricia Rocco**  
**Vacancy**

# **Village Board Agenda Memo**

**Date:** December 5, 2012

**To:** Village President and Board of Trustees

**From:** Dean J. Maggos - Director of Fire, Building and Emergency Management  
Julia Cedillo - Village Manager

**Re:** ISO Public Protection Classification Summary Report

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## **GENERAL BACKGROUND:**

Last week, our Village received the results of the ISO survey which took place earlier this year during the week of August 13<sup>th</sup>. Based upon the results of the survey, ISO has given the Village a Public Protection Classification of 3, officially effective March 1<sup>st</sup> of 2013. This is an obvious improvement from our previous Classification of 5, which was issued in 1997.

The actual score is derived from information gathered during the on-site survey, and a subsequent review of our records related to it, which is done by their field representatives, and then personnel in their home office. This information is then utilized in ISO's Fire Suppression Rating Schedule, where various formulas are applied to actually calculate our Public Protection Classification Rating.

Overall, the new rating is obviously good news for the Village. It reflects improvements that have been made in providing fire protection throughout the Village, in the Fire Department and in other areas covered by ISO's scoring process. In addition, there are also some instances where property owners may see a decrease in the amount they pay for fire insurance; although this can vary greatly depending on who insures their property, and if and how that insurer utilizes ISO information in their premium calculations.

## **ACTION REQUESTED:**

A brief overview of the ISO survey process, and the Public Protection Classification Summary Report that we received will be presented. As such, no action is being requested.

## **DOCUMENTATION:**

- ISO Cover Letter received with Public Protection Classification Summary Report
- Press Release related to new Public Protection Classification



4 B Eves Drive, Suite 200  
P.O. Box 961  
Marlton, NJ 08053-3112

t 856.985.5600  
f 856.810.9065

November 26, 2012

Ms. Julia Cedillo, Manager  
Village of La Grange Park  
447 N. Catherine Avenue  
La Grange Park, IL 60526

RE: La Grange Park, Cook County, IL  
Public Protection Classification: 3  
Effective Date: March 1, 2013

Dear Ms. Cedillo:

We wish to thank you, Fire Chief Dean Maggos and Mr. Brendan McLaughlin for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

*Francine Wotsko*

(800) 444-4554 Option 2

jj

Encl.

cc: Chief Dean Maggos, La Grange Park Fire Department  
Mr. Brendan McLaughlin, Director, Village of La Grange Park Public Works  
Deputy Chief Philip Kubisztal, La Grange Park Police Department  
Dr. James Discipio, President, Village of La Grange Park



# LA GRANGE PARK FIRE DEPARTMENT

447 N. Catherine Avenue  
La Grange Park, Illinois 60526

(708) 354-0225 Administration  
(708) 352-2141 Non-Emergency  
(708) 354-0241 FAX

## — NEWS RELEASE —

Date: November 30, 2012

Contact: Fire Chief Dean J. Maggos  
708-354-0225 x310

### VILLAGE OF LA GRANGE PARK RECEIVES CLASS 3 RATING FROM ISO

La Grange Park, IL / Marlton, NJ – It has recently been announced that the Village of La Grange Park has received a Public Protection Classification of 3 by ISO. The rating stems from a re-evaluation of the Village by ISO which took place this past August, and which had not occurred previously since 1997. The Village's previous rating was a Classification of 5, showing marked improvement.

"We are very pleased with the outcome of the ISO evaluation and results," according to Fire Chief Dean J. Maggos. "Our new Class 3 rating reflects improvements that we have been working hard to make throughout the Fire Department and Village in each of the areas covered by the scoring process."

The ISO grading scale reviews and scores three distinct areas related to fire protection service in the Village: the overall Fire Department (50%); the Water Supply (40%); and Receiving and Handling Fire Alarms (10%). The new rating has some potential for lowering fire insurance costs, especially for commercial property and those insurers using the ISO rating.

Although the results are good news for the Village, the process itself also proved very beneficial. According to Chief Maggos, "Going through the ISO process really helped us as a Fire Department further identify some our strengths and weaknesses, and as such, it also provided us with some important information about where we can focus to further improve fire protection for our residents and businesses."

For more information specific to La Grange Park's ISO rating, please contact La Grange Park Fire Chief Dean J. Maggos. Also, for more information about ISO and the Public Protection Classification system in general, see the ISO website at [www.iso.com](http://www.iso.com).

# **Public Works Committee**

**Scott Mesick, Chairman**

**LaVelle Topps**

**Marshall Seeder**

# Village Board Agenda Memo

Date: December 6, 2012

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*  
Julia Cedillo, Village Manager *JC*

RE: WEATHER FORECAST SERVICE

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**PURPOSE:** To present a request to purchase weather forecast services for the Winter Weather Season.

**DISCUSSION:** As Director of Public Works, I recently retained the services of Murray and Trettel to provide weather forecasting services for the Winter 2012-13 season. When processing the \$1,500 bill it was brought to my attention that during a budget review a few years back the Village Board removed \$2,400 designated for these services.

Unfortunately, the current staff at Public Works was not aware that this decision was made by the Village Board. In speaking with the Village Manager, she advised that I could seek the approval of the Village Board if I felt strongly enough that this service is important to the operations of Public Works. I do believe this contract is in the best interests of the Village and its residents.

When preparing for a snow or ice event, advanced notice is an important element to delivering effective services and managing costs. It is not enough to simply know when it is starting to snow in La Grange Park. It is critical to know potential duration, anticipated accumulation rates by hour, and temperature forecasts in order to make intelligent decisions regarding salt application rates and snow plow timing.

In the past two years, Public Works has either posted an employee to stay awake over night at overtime rates, relied on the Police Officers to notify Public Works when snow reached our area or had the Director stay at Public Works awaking periodically to watch the radar and area conditions. None of these are particularly desired methods to prepare for a snow or ice event.

With two three man teams of plow operators, having one person stand watch is a waste of resources. They are not going to be terribly effective during the regular work day. Relying on the Police Department to notify Public Works can easily result in a snow or ice event where crews are called out too late.

Our crews need advanced notification of when plowing or salting should start. This allows time for the employee to awaken, get to the garage and prep the plows with salt and do their required safety checks. Depending on temperature, projected snowfall, and

time of day, it could be critical to pre-salt the streets to prevent snow and ice buildup. This action greatly reduces the chances of vehicle crashes.

During a snow event, it is important for supervisors to know how long the event is anticipated to take and what the accumulation rates will be by hour. This makes a significant difference in decision making. This helps you decide if you focus on maintaining center lanes open or if you can begin pushing back the curb line. It also helps you decide when you have removed 80 to 90 percent of the anticipated snow and whether you need to make another round of plowing or if salting would be sufficient. The weather service also provides weather data for the following day, which aids in decision-making.

There are real economic impacts to each of these decisions. More importantly, there are public safety considerations that are impacted by this decision-making. Working without quality weather forecasts, specific to La Grange Park, exposes our finances and our public to more risk. It is the opinion of the Public Works Director that spending \$1,500 on weather forecast services will result in reduced overtime, salt use and provide a better level of service to the motoring public. One round of salting costs roughly \$1,000 in salt, \$400 in overtime wages and \$100 in fuel. The cost of this service can be recouped by eliminating just one salt run over the season. Monies are available within the Public Works budget as expenses in other line items will be reduced to accommodate this expense.

#### **MOTION / ACTION REQUESTED**

To authorize staff to enter into a professional services agreement with Murray and Trettel to provide winter weather forecasting services in the amount of \$1,500.

#### **RECOMMENDATION**

Approval of the \$1,500 expense for winter weather forecasting services.

#### **DOCUMENTATION**

- Information Sheets from Murray and Trettel



## TYPES OF FORECASTS

Using a unique, time-honored and methodical approach, WEATHER COMMAND® meteorologists gather and analyze all the data needed to make specific, timely, and geographically refined forecasts for each of our clients. Our forecasters have access to all the “free” and “forecast model output data” available to anyone on the internet. However, our forecasters do not just pass along that data, rather they refine, adjust, and tailor the forecast based on the client’s needs. We apply years of experience serving a wide variety of clients to address the unique nature of each weather situation.

### **Snow and Ice Warnings**

Private snow removal companies, property managers, public works, street and highway departments use our snow and ice forecast to minimize cost and maximize efficiency by using real time customized weather services.

*Pre-Storm notification* services let you sleep at night. We alert you in advance by phone, fax or e-mail. We’ll even give you a wake up call if impending weather conditions warrant, allowing you to optimize crew, salt, and equipment deployment.

*Target your service area* and gain greater insight for storm resource planning that saves you time and money. Relying on a “one-size-fits-all” weather forecast can unexpectedly catch you with your resources out of position or not ready.

*Unlimited 24/7 Consultation with Professional Meteorologists* means you can talk live to a professional meteorologist, providing up to the minute snow and ice details. Avoid second-guessing old radar data, listening to a pre-recorded message or reading an out-dated forecast.

### **Pavement Temperature Forecasts**

Road, bridge, and parking lot icing and frost can be serious problems during the fall, winter and spring seasons. Weather Command’s proprietary pavement prediction algorithms can provide you with the necessary information that will allow you to take proactive measures that will keep bridges and other road surfaces safe for motorists traveling on your roads. This will in turn help you to minimize manpower and materials, yet at the same time maximize safety on your roads.

Initial temperature readings can be available on-line or provided by you. These forecasts are delivered to you on a daily basis and allow Weather Command’s meteorologists to make an hour-by-hour forecast of the pavement surface condition.



MURRAY AND TRETTEL, INC.

### **Certified Snowfall Amount**

Murray and Trettel has access to *all snowfall reports and radar data* in the U.S. Once the snow event is over, we can determine a snowfall amount for virtually any location in the country. Our clients find this certified measurement essential in resolving disputes and maintaining accountability with snow removal services for streets, sidewalks and parking lots.

### **Daily Operational Forecasts**

Our detailed daily operating forecasts are individualized for each client to effectively manage operations. This means using manpower, materials and fuel more cost efficiently. Any forecast parameter can be incorporated into the format. These include: precipitation (type, intensity, duration and amount - both liquid and frozen), cloud cover, sunshine, wind speed, wind gusts, wind direction, wind shifts, speed changes, wave heights, high and low temperatures, dew points, relative humidity, wind chills and heat index.

### **Internet Access**

Murray and Trettel, Inc. is pleased to offer Internet Access to client's weather information. Once the client accesses Murray and Trettel's [www.weathercommand.com](http://www.weathercommand.com) website, they will proceed to the "Client Login" button. Input of a "user ID" and "password" will allow access to the latest Snow and Ice Warning form and any additional updates that have been issued. Also on the page will be links to often-used sites like National Weather Service Radar, Satellite pictures, surface weather observations, etc. The page can be customized with the addition of client-desired links added.

For additional questions and a price quote, please contact:

David James  
Sales and Marketing Meteorologist  
Murray and Trettel, Inc.  
600 First Bank Drive, Suite A  
Palatine, IL 60067  
Phone: 847-494-2220  
Fax: 847-963-0199  
Email: [david.james@weathercommand.com](mailto:david.james@weathercommand.com)

WEATHER COMMAND

SNOW and ICE STORM WARNING

600 FIRST BANK DRIVE, SUITE A

MURRAY & TRETTEL, INC Certified Consulting Meteorologists

STORM NUMBER

PALATINE, ILLINOIS 60067

FOR: YOUR DETAILED WARNING

847-983-9000 FAX: 847-983-0245

DATE: 01/20/12

TIME: 05:29 AM

12012005

Given By: MAR

Received by:

SNOW AND ICE WARNING DETAILS BELOW

Table with columns for Forecast Condition, Prob, and various weather details (A, A1, B, B1, C, C1, D, D1, E, F, G, H, I, J). Includes sections for Color Code Change, Precip Change Time, Snowfall Accumulation, and Recommendations.

J. Remarks: SNOW PLOWING EVENT OF FLUFFY SNOW. SNOW BEGINS BY 7-9 AM WEST OF THE FOX AND 9-10AM ON EAST. COLD TEMPERATURES AND FAIRLY LIGHT WINDS. SNOWFALL RATES OF AN INCH AN HOUR POSSIBLE AT THE HEIGHT OF THE SNOWFALL THIS AFTERNOON, THEN BECOMING LIGHTER BY 7PM AND ENDING LATE EVENING MOST AREAS.

N.B. All warnings and details contained herein are made subject to the inherent limitations of the science of Meteorology. Because of this, these warnings and details therein should be considered supplementary to and are not intended to replace other pertinent weather information or road condition reports.



MURRAY AND TRETTEL, INCORPORATED

Silver Package  
Snow and Ice Storm Warning Service  
Professional Services Agreement

October 23, 2012

Mr. Brendan McLaughlin  
Lagrange Park Street Dept  
447 N. Catherine Ave. 60526

On a seasonal basis, Murray and Trettel Inc. will provide the following services to Lagrange Park, IL:

- \* Snow and Ice Storm Warning Service – Silver Package

From the first snow-ice event in the Fall, through the last snow-ice event in the Spring, we will receive from you the necessary Snow and Ice Storm Warnings, e-mailed Updates/Nowcast and Verification phone calls.

We agree that all weather forecasts, warnings and data furnished to us under this agreement will be utilized only by us, and will not be redistributed to any other person.

*(All forecasts, warnings, and details therein are made subject to the inherent limitations of the science of Meteorology. Because of this, these warnings and the details therein should be considered supplementary to, and are not intended to replace, other pertinent weather information. There is a margin of error in all weather forecasting that must be acknowledged and accounted for.)*

In consideration thereof, we agree to pay you the sum of \$1500. We will require a 25% payment (\$375) with this signed contract. Additional invoice of \$1125 will be sent December 1. Payment is due within 30 days of receipt of invoice.

This contract will be automatically extended each Snow-Ice season, with an annual fee increase not to exceed 5%, unless written notice of cancellation is received by Murray & Trettel, Inc. on or before July 1st of each successive year.

Thomas R. Piazza  
President, Murray and Trettel, Inc.

Brendan McLaughlin 11/21/12  
Signature Date

Brendan McLaughlin  
Print Name

Public Works Director  
Title

Village of La Grange Park  
Organization / Company

# **Public Works Garage Committee**

**Scott Mesick, Chairman**

**LaVelle Topps**

**Vacancy**

# Village Board Agenda Memo

Date: December 6, 2012

To: President and Board of Trustees

From: Brendan McLaughlin, Public Works Director *BJM*  
Julia Cedillo, Village Manager *JC*

RE: Public Works Garage Committee Report

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- Purpose:**
1. To provide the Village Board with a project update.
  2. To obtain Village Board agreement to eliminate the Phase Two portion of the Request for Proposal and negotiate a Guaranteed Maximum Price contract with the vendor who ranked the highest in the First Phase of the Request for Proposal process.
  3. To obtain Village Board authorization for the staff to enter into a Letter of Understanding to allow the design-build firm to complete building research necessary to refine scope for the design-build contract.

**Discussion:** Since the Public Works Garage Committee last met on Thursday, August 30<sup>th</sup>, the Village Board, at its September 11<sup>th</sup> Work Session, endorsed the recommendation to proceed with using a design-build process for renovating the Public Works Garage.

A Request for Proposals was prepared by staff, approved by the Village Attorney, shared with the Village Board and published on October 3<sup>rd</sup>. A site walk thru with interested parties was conducted on October 15<sup>th</sup>. Proposals were received on November 3<sup>rd</sup>.

Seven firms responded to the RFP. From that group, three were selected for interviews with the selection committee. Those firms met with staff during the second half of November. That concluded the first phase of the selection process which sought to identify firms best qualified to complete this project. The second phase of the RFP was designed to solicit cost figures for the various work items sought by the Village. In interviewing the three vendors it has become clear that without more detailed analysis of the building any cost projection that would be provided would be a very rough guess. The design-build RFP would work better in a new construction scenario, where 30% complete architectural plans could be priced out. The fact that this is a renovation project greatly hinders a fair comparison of any cost proposals. At this point, staff believes the RFP process has provided sufficient information to determine the firm whose qualifications and experience are the best match for the proposed project.

Staff recommends (with concurrence of the Village Attorney) that Phase 2 of the RFP process be eliminated and the Village negotiate a Guaranteed Maximum Price contract with the vendor that ranked highest based on the Phase 1 selection criteria, Leopard Construction. The criteria used in Phase One included team qualifications, experience with similarly sized

projects, experience with design-build projects, their collaborative-problem solving approach, cost management efforts, and masonry repairs experience.

The Guaranteed Maximum Price contract would set the rates and time allocated for architectural inspection of the current building and subsequent plan design. It would also set a limit on project oversight hours and a firm rate. From there all subcontractor trades and materials would be subject to bidding by the Design-Build Firm. The subcontracts would be held by the Design-Build Firm, but the bid results would be shared with the Village. This is a similar process to that which was undertaken by the Village of Clarendon Hills, when it constructed its Police Department Building.

The Public Works Garage Committee was briefed on the results of the interviews at their December 4<sup>th</sup> meeting. At that time, the committee recommended that Phase 2 of the RFP be eliminated and that staff negotiate a contract with the top firm from Phase one of the selection process. It was also recommended that the Village enter into a Letter of Understanding to allow the design-build firm to complete building research necessary to refine scope for the design-build contract.

### **MOTION / ACTION REQUESTED**

To direct staff to eliminate the Phase Two portion of the Request for Proposal and negotiate a Guaranteed Maximum Price contract with Leopardo Construction not to exceed one million dollars and authorize staff to enter into a Letter of Understanding to allow Leopardo Construction to complete building research necessary to refine scope for the design-build contract.

### **RECOMMENDATION**

Staff recommends eliminating Phase 2 of the RFP process, negotiating a design-build contract with Leopardo Construction and entering into a Letter of Understanding to allow Leopardo Construction to complete building research necessary to refine the scope for a design-build contract.

### **DOCUMENTATION**

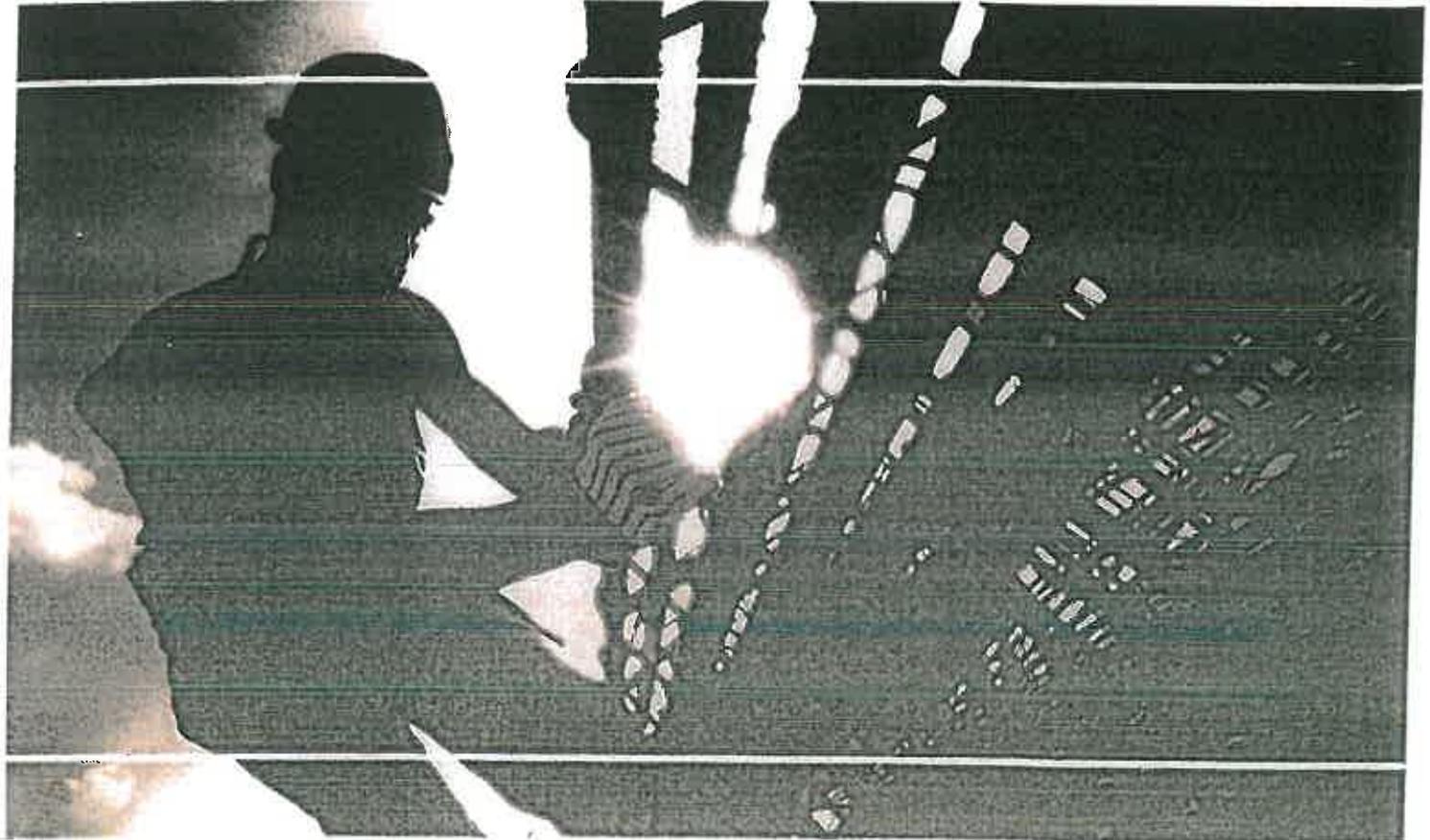
- Excerpts from Leopardo Construction RFP



CONSTRUCTION  
DESIGN · BUILD  
DEVELOPMENT



**mitchellASSOCIATES**  
architects pc  
905 w hillgrove avenue  
suite 10  
lagrange illinois 60526  
708.352.8100  
fax 708.352.8230



## Village of La Grange Park Design/Build Renovation of Public Works Building

November 2, 2012

[www.leopardo.com](http://www.leopardo.com)





## BACKGROUND INFORMATION

Leopardo is a **recognized leader** in construction, design-build and commercial real estate development with the resources to build world-class projects across practically every major sector. We regularly work as general contractor, construction manager, design-builder and development partner, providing a full range of services. We also have **24/7/365 access** to our own reliable **in-house team of tradespeople**.

Founded in 1979, Leopardo has **grown continuously** and today employs over 300 industry professionals in our Hoffman Estates, Illinois headquarters, Chicago Loop, Milwaukee and Washington DC offices, and on job sites across the nation. We **successfully complete 300 to 400 projects annually** and, since 1979, have completed more than 50 million square feet and \$5 billion in construction.

One of our greatest strengths is our **market diversity** with the expertise in managing all types of construction projects – **healthcare, retail, office, industrial, education, interiors, municipal, federal, multifamily, high-rise, aviation, etc.** Our people are among the **best and brightest** in the industry. We carefully recruit and develop sophisticated construction **leaders and solution providers** who know how to exceed our clients' expectations. Our clients benefit from our **innovative and proven methods**, as well as our tool belt of demonstrated **cost-management tactics**. Our **preconstruction process** is arguably the best in the business and we deliver estimates that are routinely recognized for being far **more comprehensive** than our competitors, which translates to additional **cost saving solutions** for our customers.

For three decades, Leopardo has been **recognized by its peers, clients and the media** for consistently performing at the very top of the industry. We have **won practically every award** the industry has to offer and routinely rank among the area's and **nation's top contractors**. Leopardo provides its clients with **peace of mind and great value** through an industry benchmark-setting **safety program**. As a testament to our outstanding safety record, Leopardo's Experience Modification Rate is in the top 3% of all general contractors in the nation. A pioneer in the green construction movement, 30 percent of Leopardo's office staff are **LEED Accredited Professionals**.

Philanthropist, family man and CEO Jim Leopardo was inducted into the inaugural class of Midwest Real Estate News' Commercial Real Estate **Hall of Fame**. President Rick Mattioda, an enthusiastic advocate for **continuous improvement** and achievement, is the driving force behind Leopardo's long-standing Total Quality Management (TQM) initiative, aimed at companywide cross-awareness, **operational excellence and superior customer service**.

### LEOPARDO QUICK FACTS

|                                     |   |
|-------------------------------------|---|
| <b>Date of Incorporation</b>        | Has performed Construction Management Services since its founding in <b>October 10, 1979</b> as an Illinois Subchapter – S Corporation  |
| <b>Officers</b>                     | <b>James A. Leopardo, Chief Executive Officer</b><br><b>Richard S. Mattioda, President</b><br><b>John D. Ward, Chief Financial Officer</b>  |
| <b>Projects completed annually</b>  | <b>More than 300</b>  |
| <b>Office / Field Professionals</b> | <b>Approximately 125 / 175</b>  |
| <b>Markets Served</b>               | <b>Municipal + Recreation, Interiors, Healthcare, Retail, Office + Industrial, Higher Education, K-12 Education, Hospitality + Hotel, Residential, Aviation, Federal, Building Services</b> |

**Corporate Headquarters**  
Leopardo Companies, Inc.  
5200 Prairie Stone Parkway  
Hoffman Estates, IL 60192  
Phone: 817.783.3000  
Fax: 817.783.2001

**Chicago Office**  
Leopardo Companies, Inc.  
434 West Wacker Drive  
Suite 250  
Chicago, IL 60606  
Phone: 312.332.7570  
Fax: 312.332.7572

**Washington DC Office**  
Leopardo Companies, Inc.  
7418 Laurel Valley Way  
Springfield, VA 22153  
Phone: 703.344.2033

**Milwaukee Office**  
Leopardo Wisconsin, LLC  
6717 West Washington  
Street  
Suite 3474  
West Allis, WI 53214  
Phone: 414.939.8740  
Fax: 414.939.8749



**INDUSTRY RECOGNITION & AWARDS**

Construction can be a tough game. But, when you work with the best clients, architects, brokers and subcontractors in the business, it's not hard to look good. Over the years, Leopardo has been honored and recognized by its peers for growth, quality, and superior customer service.

**2012 ENR Midwest Best Projects 2012 – Best Government/Public Building Project**  
Hanover Park Police Headquarters

**2012 Interior Contractor of the Year**

Chicago Commercial Real Estate Awards – Leopardo has won five of the last twelve years **2012 ALA**

**Silver Design Award (Association of Licensed Architects)**

- Thermos Corporate Headquarters
- Hanover Park Police Headquarters

**2011 Restoration Project of the Year**

Landmark Illinois' Richard H. Driehaus Foundation Preservation Award for Sullivan Center

**2011 Structures - \$25 Million to \$74 Million Award**

American Public Works Association (APWA) Chicago Metropolitan Chapter – Aurora Police Headquarters

**2011 Top 400 Contractors in America**

Engineering News-Record

**2011 Chicago's Largest Contractors**

Crain's Chicago Business

**2011 Top Illinois Contractors**

Midwest Construction Magazine

**2011 Top Contractors**

Illinois Real Estate Journal

**2011 Best of the Best – Top Construction Companies**

Midwest Real Estate News

**2010 Public Works Project of the Year**

American Public Works Association (APWA) Fox Valley Branch – Aurora Police Headquarters

**2010 Communitas Leadership Award for Corporate Social Responsibility and Community Service**

Association of Marketing and Communication Professionals (AMCP)

**2010 Contractor of the Year**

Hispanic American Construction Industry Association (HACIA)

**2010 Project of the Year**

HACIA – Children's Specialty Care Clinic at the University of Chicago Comer Children's Hospital

**2009 Build-to-Suit Project of the Year**

Chicago Commercial Real Estate Awards – Aurora Police Headquarters

**2009 Fox Valley AGC Safety Award**

Awarded for excellence in the 250,000 man-hours and above category

**2009 Project of the Year**

American Public Works Association (APWA) – Mount Prospect Emergency Operations Center

**2009 Project of the Year**

Construction Industry Service Corporation (CISCO) – Aurora Police Headquarters



COALITION FOR UNITED  
COMMUNITY ACTION



**INDUSTRY RECOGNITION & AWARDS (Page 2)**

**2009 Award for Business Excellence**

The Business Ledger

**2008-2009 Outstanding Project**

Association of Subcontractors and Affiliates (ASA) Ronald McDonald House, Oak Lawn, IL

**2008 Boston Society of Architects (a chapter of the AIA) Award for Design**

For the General Aviation Facility at Logan International Airport, Boston, MA

**2008 AIA Design Excellence Awards**

Recognized for innovation and style for their work at Leo Burnett and Abelson Taylor

**2006 winner of the BBB Torch Awards**

Awarded for ethical standards of behavior toward customers, suppliers, employees and communities in which they do business

**2006 Contractor of the Year**

Awarded by the Coalition for United Community Action

**2006 Chicago Landmark Award for Preservation Excellence**

35 East Wacker Drive

**2006 PCI Design Award**

Pre-cast/Pre-stressed Concrete Institute awarded Leopardo "Best-in-Class" for the I-CAR World Headquarters in Hoffman Estates

**Small Project of the Year Award**

By Midwest Construction magazine for I-CAR

**BAGC Safety Recognition Award**

Our continued commitment to safety has earned Leopardo a "Top 5" ranking in the Chicago area for the 250,000-man hour's category since 2003

**BAGC Safety Excellence Award**

Awarded by the Builders Association of Greater Chicago for achieving a "Best of Class" safety performance rate in the 250,000 man-hour category. Leopardo's incident rates have been more than 30% below the national average

**Construction Commendation for Safety Excellence**

Awarded by the Associated General Contractors of America for outstanding safety.

**Berwyn Commercial Renovation Award**

Constructed by Leopardo for the Cermak Plaza Association, Cermak Plaza was selected for the best commercial renovation in the annual "Keeping Berwyn Beautiful Contest"

**Inc. 500**

Inc. Magazine named Leopardo one of America's Fastest Growing Companies in 1988, 1989 and 1992 for its remarkable growth

**Construction / Real Estate Entrepreneur of the Year**

Jim Leopardo was honored with the prestigious *Entrepreneur of the Year Award* in the Construction / Real Estate classification by Ernst & Young, Inc. Magazine and Merrill Lynch / Stein & Co

**Retail Renovation of the Year & Retail Development of the Year**

Leopardo was honored by Midwest Construction Magazine & NAIOP with both these awards for the construction of the Century Shopping Center



**WHAT'S LEOPARDO ALL ABOUT?**

At Leopardo, we are all about building great projects and lasting relationships. Building great projects takes more than materials and strong workers; it takes a whole team of professionals. Throw in dedication, great people and an obsession to be the best and now you've got an idea of how we go about our day. Simply put, we build with a passion.

**A Passion for Integrity**

Integrity is a journey that goes on indefinitely. It begins with respect. We listen to your needs and respond with unique solutions that make sense for your business. It continues with dedication because we're anticipating your needs and solving issues before they become problems. It evolves into dependability where we're delivering on our promises because client satisfaction is our ultimate goal. When the paint is dry and you're ready to unpack, our commitment doesn't simply end. We'll check in regularly. How are you doing? How can we serve you next?

**A Passion for Excellence**

When it comes to construction, ask yourself, what's the real worth? What's the proper price? It's hard to put a number on quality when you're looking for nothing less than the best. But, while you're looking, consider over a quarter-century of experience, value-added capabilities and immeasurable services. We allow you to structure the preconstruction and construction process as you see fit, from open book cost-analysis and value design to self-performing quality tradesmen.

**A Passion for Teamwork**

Our staff works for you. We're all committed to one goal: your complete satisfaction. Our philosophy focuses on a team approach. We'll partner throughout the project: updates, look-ahead schedules, proper communication, and a never-ending passion to build.



Leopardo employees outside the Hoffman Estates headquarters

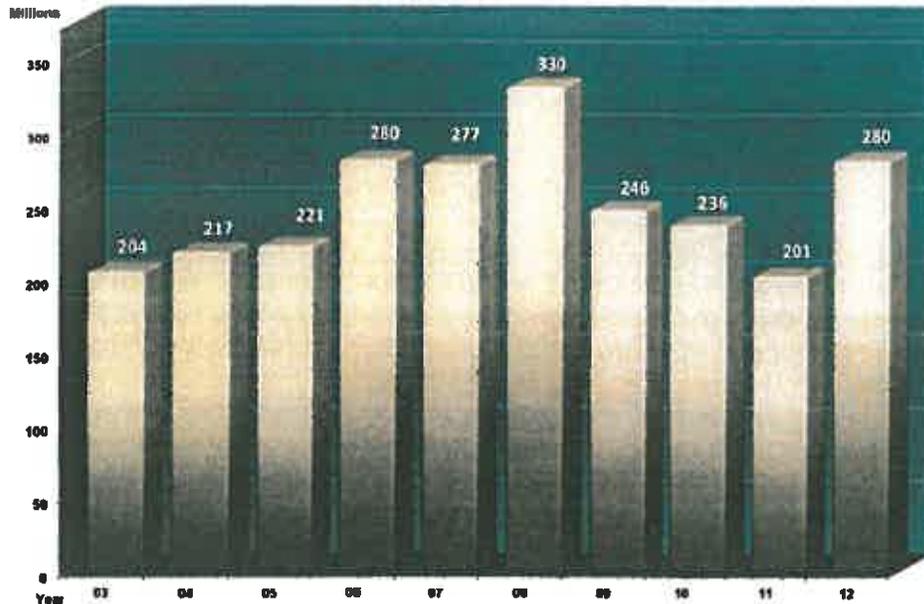
*"During the 20 plus years that I have been involved with architecture and construction, I have never participated in such a successful "team approach."*

**Alfred Fiesel, AIA,**  
Associate  
Gensler  
(Architect)

*"Our project is at its level of success because of the client-first culture you have instilled throughout your staff - thanks."*

**John Maggiore, SVP**  
Archon Group  
(Developer)

**OVERALL COMPANY GROWTH**



**SELF-PERFORMED TRADES**

With a robust team of professional dry wallers, painters, carpenters and laborers on staff, Leopardo has the self perform capabilities and expertise to manage the following trade work:

- Demolition
- Carpentry (rough blocking, trim and cabinetry)
- Metal studs/drywall
- Doors/frames/hardware
- General labor
- Painting and taping

The use of our forces on your project will provide the following benefits:

- **Guaranteed Leopardo Quality**  
 Leopardo has accumulated and trained, through an apprentice training program, a group of experienced craftsmen who have been with our firm for many years. Consistent with our company commitment to quality and client satisfaction, our field staff takes great pride in their work. Their meticulous attention to detail results in craftsmanship matched by few in the industry. Leopardo sets and maintains the necessary pace to complete a project on time. We set the pace and require the subcontractors to keep in step.
- **Improved coordination of work**  
 Results in fewer man hours lost in waiting for other trades to appear at the hour they are needed.
- **Savings on general conditions costs related to bringing additional subcontractors to the site**
- **Savings on subcontractor fee mark-ups**
- **Improvement to job site morale**  
 When subcontractors see Leopardo working side-by-side with them on the job, there is typically an improvement in job site morale and cooperation. This has its own merit, and also translates to the bottom line via increased production and fewer trade interface problems.
- **Extra sets of eyes**  
 No superintendent can be everywhere. With more of our valued people on the job, we often see defects as they occur and can correct the problems immediately.

We are confident that the ability to selectively perform trade work on projects is the greatest assurance of the most competitive price and the most responsive posture regarding issues of tenant satisfaction and public safety.



## OFFEROR'S PAST PERFORMANCE DESIGN-BUILD QUALIFICATIONS AND ADDITIONAL INFORMATION

On a daily basis, our clients expect us to deliver significant time and financial savings. One construction approach that cuts costs and reduces the delivery schedule is the design-build delivery method.

The design-build method economizes and streamlines a project by overlapping the design and construction phases with the contractor assuming the majority of the risk. It is popular for turning seemingly unworkable projects into legitimate opportunities. If the project doesn't budget out as anticipated, the contractor operating as the design-builder can redesign the facility or specific systems in a way that creates value in multiple ways and gives the owner a turnkey price to still do the whole deal on budget. Take, for instance, three great examples:



On a 40,000-SF office building, Leopardo design-built the mechanical, electrical and plumbing systems **to save the client approximately \$140,000.**



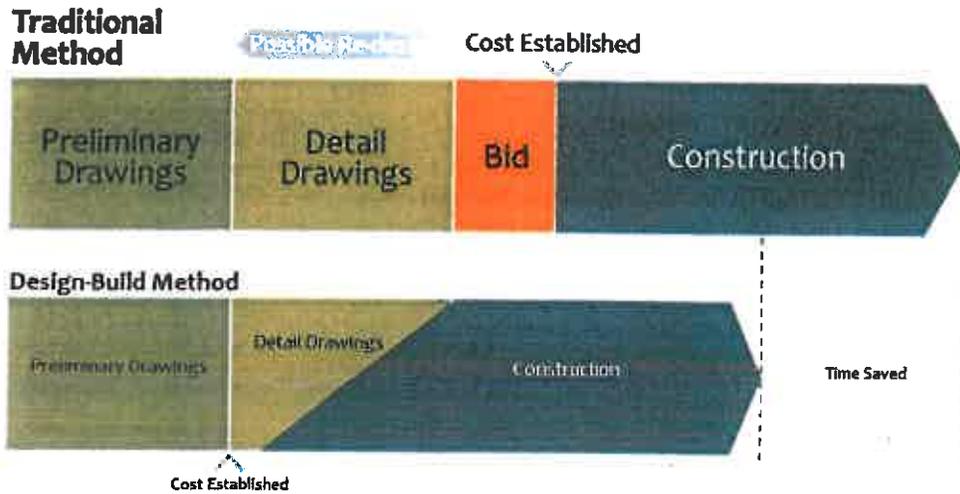
On a 524,000-SF office/warehouse building, the client found his original drawings were completed \$7 million over budget. Leopardo design-built the mechanical, electrical, plumbing, fire protection and roofing and structural steel systems **to save the client that \$7 million and bring the project in on budget.**



As design-builder, Leopardo expedited a 15,000-SF police station project that had been stalled for five years and **saved the municipal client \$200,000.**



OFFEROR'S PAST PERFORMANCE  
DESIGN-BUILD QUALIFICATIONS AND ADDITIONAL INFORMATION



Unlike the back-and-forth linear traditional method, the design-build model overlaps the design, permit and construction schedules so the project can be built and delivered much quicker. With design and construction working in concert, the design-build method eliminates the risk of re-design, which could prove costly to both the client's schedule and budget. Design-build also allows for the project cost to be established much earlier in the process – often before the final drawings are completed.

**Design-Build Benefits**

Beyond cost and time benefits, the design-build process is easier. It gives the owner a single contract and single point of responsibility. No more tangled webs of multiple contracts and conversations with architects, engineers, contractors and construction managers. Communication is also enhanced between the design-builder and the owner, which translates to the owner having more **and ongoing** input into the project. Furthermore, an owner's risk is minimized with less change orders and fewer surprises.

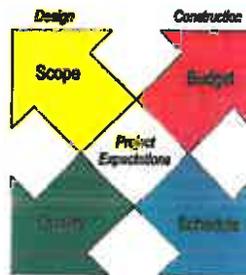


**SCOPE-QUALITY-SCHEDULE-BUDGET**

Every design and construction project must address and define the scope, quality, schedule and budget expectations of the owner in order for the project to succeed.

- Scope**            **How big** is the program?
- Quality**           **How good** are the materials and systems?
- Schedule**         **How long** will it take to complete the work?
- Budget**            **How much** will it cost?

These four expectations of every project are interdependent. Any change to one directive can only be achieved by modifying one or more of the remaining three expectations.



In a traditional design-bid-build approach, the project follows a path where design and construction input are completely separate. True project costs are not known until the design is complete and the project is bid. Often, cost and schedule realities do not match the original owner expectations. The results force owners and designers to “value engineer” the project, changing products, reducing areas and sometimes even cutting needed or desired programmed spaces.

Leopardo believes the best solutions are delivered through design-build or integrated services. The answer will be found in defining the expectations of the project scope, quality and schedule to match the dollars available for the work at the onset of the project. This approach should:

1. Define the program and area allocations to a realistic scope
2. Establish an aesthetic and systems performance criteria to a level of appropriate quality
3. Work with a design and construction timeline that proposes an achievable schedule that does not add to but reduces the cost of the work
4. Establish a realistic cost model that is based on experience, the complexity of the program and the current market conditions of the construction industry



**INTEGRATED SERVICES APPROACH**



# President's Report

# PROCLAMATION

## NATIONAL DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH DECEMBER 2012

**WHEREAS**, motor vehicle crashes killed 918 people in Illinois during 2011; and

**WHEREAS**, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

**WHEREAS**, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

**WHEREAS**, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

**WHEREAS**, organizations across the state and the nation are joined with the *Drive Sober or Get Pulled Over* campaigns that foster public awareness of the dangers of impaired driving and anti-impaired law enforcement efforts; and

**WHEREAS**, the community of La Grange Park is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer;

**NOW THEREFORE, I, DR. JAMES L. DISCIPIO** do hereby proclaim December 2012 as Drunk and Drugged Driving (3D) Prevention Month in La Grange Park and do hereby call upon all citizens, government, agencies, business leaders, hospitals and health care providers, schools, and public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.

---

Dr. James L. Discipio, Village President

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of La Grange Park to be affixed this 11<sup>th</sup> day of December, 2012.

**ATTEST:** \_\_\_\_\_  
Amanda Seidel, Village Clerk

## **Village Board Agenda Memo**

**Date:** December 6, 2012  
**To:** Village Board of Trustees  
**From:** President James Discipio  
**RE:** Cool Village Commission – Interim Chair Appointment

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The purpose of this memo is to identify and appoint an Interim Chair to the Cool Village Commission.

### **GENERAL BACKGROUND:**

With Krista Grimm's recent appointment to the Village Board, the Village Board must appoint a new Chair to the Cool Village Commission. Trustee Grimm has expressed an interest in resuming her role as the Chair of the Commission when her term as Trustee expires in May 2013 (if in fact she were appointed by the Village President with the advice and consent of the Board at that time).

David Mrazek has agreed to serve as Interim Chair to lead the good work of the Cool Village Commission. Therefore, I offer David Mrazek's name to be appointed as the Cool Village Commission Interim Chair. Mr. Mrazek has dutifully served as a member of the Cool Village Commission since its inception in January of 2010.

### **MOTION / ACTION REQUESTED:**

**Motion: Move to approve the appointment of David Mrazek to serve as Interim Chair of the Cool Village Commission until May of 2013.**

## Items of Interest

**VILLAGE OF LA GRANGE PARK**  
**La Grange Park Village Hall, 447 N. Catherine Ave., La Grange Park, Illinois**

**Holiday in the Park**  
**Community Park District Recreation Center**

**Saturday, December 15<sup>th</sup>**  
**1:00 p.m. – 4:00 p.m.**

**Zoning Board of Appeals Meeting**  
**Village Hall**

**Tuesday, December 18<sup>th</sup>**  
**7:00 p.m.**

---

**2013 MEETINGS REMINDER**

|                    |                       |           |              |
|--------------------|-----------------------|-----------|--------------|
| January 8, 2013    | Work Session Meeting  | 7:30 p.m. | Village Hall |
| January 22, 2013   | Village Board Meeting | 7:30 p.m. | Village Hall |
| February 12, 2013  | Work Session Meeting  | 7:30 p.m. | Village Hall |
| February 26, 2013  | Village Board Meeting | 7:30 p.m. | Village Hall |
| March 12, 2013     | Work Session Meeting  | 7:30 p.m. | Village Hall |
| March 26, 2013     | Village Board Meeting | 7:30 p.m. | Village Hall |
| April 9, 2013      | Work Session Meeting  | 7:30 p.m. | Village Hall |
| April 23, 2013     | Village Board Meeting | 7:30 p.m. | Village Hall |
| May 14, 2013       | Work Session Meeting  | 7:30 p.m. | Village Hall |
| May 28, 2013       | Village Board Meeting | 7:30 p.m. | Village Hall |
| June 11, 2013      | Work Session Meeting  | 7:30 p.m. | Village Hall |
| June 25, 2013      | Village Board Meeting | 7:30 p.m. | Village Hall |
| July 9, 2013       | Work Session Meeting  | 7:30 p.m. | Village Hall |
| July 23, 2013      | Village Board Meeting | 7:30 p.m. | Village Hall |
| August 13, 2013    | Work Session Meeting  | 7:30 p.m. | Village Hall |
| August 27, 2013    | Village Board Meeting | 7:30 p.m. | Village Hall |
| September 10, 2013 | Work Session Meeting  | 7:30 p.m. | Village Hall |
| September 24, 2013 | Village Board Meeting | 7:30 p.m. | Village Hall |
| October 8, 2013    | Work Session Meeting  | 7:30 p.m. | Village Hall |
| October 22, 2013   | Village Board Meeting | 7:30 p.m. | Village Hall |
| November 12, 2013  | Work Session Meeting  | 7:30 p.m. | Village Hall |
| November 26, 2013  | Village Board Meeting | 7:30 p.m. | Village Hall |
| December 10, 2013  | Work Session Meeting  | 7:30 p.m. | Village Hall |