

BETWEEN

**THE CITY OF NAPERVILLE
(Department of Public Works Public Building Division)**

And

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 399**

January 1, 2020 through December 31, 2024

THIS AGREEMENT is entered into this ____ day of _____, 2021, between the CITY OF NAPERVILLE, ILLINOIS (hereinafter referred to as the “Employer”) and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 399 (hereinafter referred to as the “Union”).

PREAMBLE

In as much as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and desire to regulate the mutual relations between the parties with the goal of securing harmonious cooperation and for the prompt settling of any disputes without interruption of work, it is agreed as follows:

ARTICLE 1
SCOPE OF AGREEMENT

SECTION 1.1

Pursuant to certification under the Illinois Public Labor Relations Act (I.P.R.A.) Case No. S-RC-07-041, the Employer recognizes Local Union 399 of the International Union of Operating Engineers as the exclusive bargaining agent, for the purposes of establishing wages, hours and other conditions of employment, for all employees in the Department of Public Works, Public Building Division of the City of Naperville, Illinois, including: Maintenance Technicians and Building Engineering Technicians and excluding, all Supervisory, Confidential, Professional and Managerial employees and all other employees of the City of Naperville.

The classifications of job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 2.1

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work and employees; to establish work and productivity standards, job descriptions and, from time to time, to change those standards; to assign overtime;

to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to demote, discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement; and to take any and all actions as may be necessary to carry out the mission of the City and the Department in the event of civil emergency as may be declared by the Mayor or an authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes).

ARTICLE 3
UNION SECURITY AND DUES
CHECK-OFF

SECTION 3.1 - Dues Check-Off.

While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each month, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Employer a lawful, voluntary, effective check-off authorization form. The Employer will honor all executed check-off authorization forms received not later than fifteen (15) working days (i.e. days the Employer's administrative offices are open) prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

The Employer shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than the tenth (10th) day of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the Employer receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the Employer's only responsibility with regard to such cases.

The actual dues amount to be deducted shall be certified to the Employer by the Treasurer of the Union and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount or rule or formula, which will determine the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the

Employer fifteen (15) days' notice of any such change in the amount of uniform dues to be deducted.

The check-off authorization form shall be provided by the Union. The check-off authorization form shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

SECTION 3.2 - Union Indemnification.

The Union shall indemnify, defend, and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs, including but not limited to court costs and attorney's fees, that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If any improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

ARTICLE 4
NO STRIKE/NO LOCKOUT

SECTION 4.1 - No Strike/Slowdown.

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage or participate in, or condone any strike of any kind, including but not limited to sympathy strikes, work slowdowns, sick outs, concerted stoppages of work, concerted refusals to work overtime, picketing, or any other intentional interruption or disruption of the operation of the City, regardless of the reasons for doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge by the City. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

SECTION 4.2 - No Lockout.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 4.3 - Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

SECTION 4.4 - Judicial Restraint.

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

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 5.1 - Definition.

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is defined as a complaint arising under this Agreement raised by a bargaining unit employee or the Union against the City that there has been an alleged violation, misinterpretation or misapplication of an express provision or provisions of this Agreement.

SECTION 5.2 - Procedure.

The parties acknowledge that it is usually most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter or is not utilized, the grievance will be processed as follows:

- STEP 1:** The Union, or the Grievant, may take up the grievance with the Building Maintenance Supervisor within five (5) working days of its occurrence. The Building Maintenance Supervisor shall then attempt to adjust the matter with the Steward and shall respond within ten (10) working days after such discussion to the Steward.
- STEP 2:** If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union spokesperson or the grievant to the Facilities and General Services Manager within ten (10) working days following the Building Maintenance Supervisor's answer in Step 1. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The designated management representative shall attempt to adjust the grievance as soon as possible but shall give their answer in writing to the Union within ten (10) working days after receipt of the grievance.

STEP 3: If not adjusted in Step 2, the grievance shall be forwarded to the Department Director. The Department Director or designated management representative and Union representative shall meet to attempt to adjust the grievance as soon as possible. The Director shall give their answer in writing to the Union within ten (10) working days after this meeting.

STEP 4: If not adjusted in Step 3, the grievance shall be submitted to the City Manager through the Department Director within ten (10) working days of the answer in Step 3. A meeting shall be held at a mutually agreeable time and place with the City Manager or their representative within fifteen (15) working days of the receipt of the grievance. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Manager or their designated representative shall give the Union Business Representative the Employer's written answer within ten (10) working days following their meeting.

SECTION 5.3 - Time Limits.

Grievances not appealed within the time limits set forth above shall be considered settled on the basis of the last answer given, unless the time therefore had been previously extended in writing. Any such settlement by virtue of failure to appeal shall not be considered a precedent on the issue grieved. Any time period provided for under the steps of the grievance procedure may be mutually extended and agreement in this regard shall not be unreasonably withheld.

SECTION 5.4 - Arbitration.

If the grievance remains unresolved, the Union may, by written notice to the City Manager, demand arbitration as described below within fifteen (15) working days of the receipt of the Step 4 answer.

- A) When arbitration is demanded, the parties shall attempt to agree on the selection of an arbitrator. In the event the parties are unable to agree on an arbitrator, the Employer and the Union shall join in a request to the Federal Mediation and Conciliation Services for a list of seven (7) qualified arbitrators who are members of the National Academy of Arbitrators. Each party shall have the right to strike one entire list. Once the parties are ready to select from a list, they shall then attempt to agree upon an arbitrator, and if they fail to agree, six (6) names from the list of seven (7) arbitrators shall be eliminated by the Employer and the Union alternately striking one name at a time. The remaining name shall be the arbitrator chosen, and their authority shall be limited to making a decision on the grievance in question in conformity with the terms of this agreement. It is agreed that an arbitrator shall have no right to add to, take from, or modify any of the provisions of this Agreement. The cost of the arbitrator's services and a stenographic transcript

shall be shared equally by the Employer and the Union. Any other expenses, such as wages, fees, living, or traveling expenses of representatives or witnesses, must be paid by the party incurring such expenses.

- B) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- C) The Union and City shall have the right to request the arbitrator to require the presence of witnesses and the production of documents.
- D) The arbitrator shall submit their decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs, whichever is later. This requirement may be waived only by mutual agreement of the parties.
- E) The arbitrator shall not have the authority to hear more than one grievance unless otherwise mutually agreed by the parties.

SECTION 5.5 - Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 4, unless otherwise mutually agreed by the parties. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator shall be final and binding. If a party believes that the decision rendered is not within the limitations of the Arbitrator's authority in this section, that party shall bear the burden of challenging said decision in court.

SECTION 5.6 - Bypassing Steps.

The parties may by mutual written agreement in a specific instance, agree to bypass one or more steps of the grievance procedure.

SECTION 5.7 - Exclusivity of Grievance Procedure and Grievance Form.

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure, with the exception of rights that are also secured by statute. Grievances shall be presented only upon forms approved and provided by the Union.

ARTICLE 6
PROBATIONARY PERIOD

SECTION 6.1 - Probation Period.

New employees to the bargaining unit shall serve a six (6) month probationary period of employment with the Employer and shall immediately thereafter be credited with seniority from the date of employment, except that the Employer may extend the probationary period for any such new employee for an additional three (3) months with the agreement of the Union. If a maintenance technician is promoted to the position of building engineer they shall serve a thirty (30) day probationary period, except that their seniority shall continue to accrue during such period. If the Employer determines that the promoted employee has not satisfied their probation, the Employer shall place them back in their prior maintenance technician position.

SECTION 6.2 - No Recourse To Grievance Procedure.

During the probationary period, a newly hired employee may be disciplined or discharged by the Employer without the employee so affected having recourse to the Grievance and Arbitration Procedure in the Agreement. A promoted employee shall have no recourse to the Grievance and Arbitration Procedure on the issue of the Employer's decision as to whether they are qualified to perform the building engineer position and has satisfied their thirty (30) day probationary period.

ARTICLE 7
SHORT-TERM EMPLOYMENT

SECTION 7.1

A short-term employee is an employee who is employed for no more than four (4) months during the calendar year without a reasonable expectation of being rehired in a subsequent calendar year. Short-term employees shall not be members of the bargaining unit and may perform any assigned work, provided such assignment does not cause the layoff of any bargaining unit employee.

ARTICLE 8
DISCIPLINE PROCEDURES

SECTION 8.1

In general, the City will practice progressive discipline unless an employee commits an infraction meriting suspension or termination from employment. Employees shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke any one of the following disciplinary measures:

SECTION 8.2 - Verbal or Written Reprimand.

This is a censure, expressing formal disapproval of the actions of an employee, but carries no loss of privileges. Verbal reprimands will be recorded in writing in the supervisor's or department's file and will not be recorded in the employee's official personnel file kept in Human Resources. When the supervisor issues a written reprimand it should be countersigned by the Department Director. A copy of the written reprimand must be given to the employee and another must be placed in the employee's personnel file. Nothing in this Section shall require the Employer to issue a verbal reprimand prior to issuance of a written reprimand. Verbal reprimands shall not be subject to the arbitration provisions under Article 5 of this Agreement.

SECTION 8.3 - Suspension Without Pay.

This is the temporary removal from employment, accompanied by a concurrent and temporary loss of wages. The Department Director has the authority to implement a suspension of an employee up to a maximum of three (3) days. Any suspension greater than three (3) days must be approved by the City Manager. In both cases, the appropriate "change of payroll" form must be completed, included with these forms must be a complete report of the incident. The suspension report must be signed by the Department Director and indicate the days of suspension.

SECTION 8.4 - Suspension Pending Investigation.

Where an employee is alleged to have engaged in serious misconduct which could lead to discharge from employment, but management has not had a sufficient opportunity to investigate the allegations to make a final determination as to whether there is sufficient evidence to terminate the employee, the Department Director may, with the approval of the City Manager, suspend the employee pending the outcome of the investigation. Such a suspension may be with or without pay at the discretion of the City Manager; provided, however, no employee may be suspended pending investigation without pay for more than thirty (30) days. If the final outcome of the investigation is that the employee was exonerated with the City of all allegations, the employee shall be paid all lost wages during the time of the suspension.

SECTION 8.5 - Dismissal.

This is the act of discharge from employment and the permanent loss of all privileges of employment. The Department Director may recommend to the City Manager that an employee be dismissed.

SECTION 8.6 - Due Process.

Prior to the actual imposition of a suspension without pay (other than suspension without pay pending investigation) or discharge, the City shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable and the employee shall be informed at that time of the basis for the disciplinary action. The employee upon request shall be allowed to have a Union Representative present during the

discussion, although a discussion will not be inordinately delayed if a Representative is not immediately available. The City shall provide to the employee a copy of any written reprimand that is placed in their personnel file.

ARTICLE 9
SUBCONTRACTING

SECTION 9.1 - Right to Subcontract.

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the City's lawful authority under the Illinois Statutes. The City shall not, without agreement of the Union, subcontract work that has been traditionally, through past practice, performed by unit employees (except major repairs not expected of the bargaining unit) while any member of the bargaining unit is on layoff status.

ARTICLE 10
LEAVES OF ABSENCE

SECTION 10.1 - Leave of Absence without Pay.

A leave of absence without pay is not intended as a substitute for sick leave; this policy does not apply to situations where employees have exhausted their accrued (paid) sick leave and/or any relevant FMLA leave entitlement. A leave of absence without pay applies when an employee has exhausted all eligible accrued leave (PTO, vacation, personal, holiday, etc.) except for sick leave.

Requests for a leave of absence without pay must be submitted in writing to the employee's Department Director and may be granted only upon the approval of the Department Director, Human Resources and the City Manager. Consideration of this request will be based upon whether the continued absence of the employee will adversely affect department operations.

Vacation, sick leave, PTO and holiday pay will not accrue nor be paid during this period. During a period of approved short or long-term leave for purposes other than illness or accident, the employee shall not accept any other employment for remuneration. Employees on approved short or long-term leave due to illness or accident may accept other employment for remuneration so long as the required duties do not aggravate the illness or injury.

The employee shall have the right to assume health and life insurance payments at the City determined premium rates and remain a part of the group medical coverage during the leave.

The City will provide a written notice of termination to an employee who has not returned to work within five (5) days after the end of the approved leave period. After the five (5) day period,

the City shall terminate employment, including all City benefits. If the employee does not return to work after an unpaid leave, any other benefits paid by the City during the leave shall be repaid at termination by the employee.

A) Short-Term Leave of Absence without Pay.

Short-term leave without pay may be granted for a period of up to one (1) month (four (4) calendar weeks). At the completion of a short-term leave an employee will return to their previous position and status without change to seniority and salary. . .

B) Long-Term Leave of Absence without Pay.

Extended leave without pay may be granted for a period not to exceed one (1) year. If the employee is granted a leave of absence of more than one (1) month, the employee is not guaranteed reinstatement to their former position. The Employee may be replaced at the discretion of the Department Director, and approval of the City Manager.

At the expiration of the leave period, Human Resources shall attempt to place the employee in their former position or one that is similar, if possible, depending on the employee's qualifications and positions available. If the period of leave is one (1) month or longer, the employee's appointment date shall be adjusted according to the period of absence.

SECTION 10.2 - Jury Duty Leave.

Any employee summoned for jury duty on their regular day of work shall be given time off to serve, regardless of the shift to which they are assigned. The City shall not deny an employee time off for jury duty because they are then assigned to work a night shift.

Employees called upon for jury duty will notify their supervisor (or designee) as soon as possible. At a minimum, the employee must provide a copy of the summons within 10 days of its date of issuance.

When adequate documentation is provided (i.e. a copy of notice/summons or other evidence of actual days served), time off with pay will be granted to the individual serving on jury duty. An employee's time served on jury duty will be considered time worked. Employees may keep any payment received for jury duty from the court.

SECTION 10.3 - Funeral Leave.

When there is a death in the immediate family, an employee will be granted up to three (3) working days off between the date of death and the date of the funeral or other memorial service held within 30 days of the death. A working day is defined as eight (8) hours for an employee who normally works forty (40) hours per week. Part-time employees' time is pro-rated. These days shall be granted without loss of pay and without charge to accrued leave. Immediate family

is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, brother/sister-in-law, grandparent, spouse's grandparent or grandchild. Time taken in addition to three (3) days funeral leave may be taken at the discretion of the employee with approval of the Department Director and will be chargeable to other accrued leaves excluding sick leave. This provision does not prohibit an employee from using available time off under other provisions of this Agreement.

An employee is eligible to take an additional ten unpaid days off for the death of a child. The employee can substitute accrued leave for unpaid time.

SECTION 10.4 - Military Leave.

An employee shall receive military leave and seniority in accordance with applicable law as it may be amended from time to time.

SECTION 10.5 - Maternity and New Parent Leave.

Eligible employees will be provided paid time off for the birth of a child and to care for the newborn child or the placement of a child for adoption or foster care and to care for the newly placed child. This Maternity/New Parent Leave is attached hereto as **Appendix A**.

ARTICLE 11
TOOLS AND EQUIPMENT

SECTION 11.1

The City will provide all tools and equipment, including safety equipment, necessary for Maintenance Technicians and Building Engineering Technicians to perform the tasks and work assigned to them.

ARTICLE 12
SUPERVISORY WORK

SECTION 12.1

The Facilities and General Services Manager and Building Maintenance Supervisor will be permitted to continue performing work which they have traditionally performed for the City during their work day. Such employees will devote a preponderance of their employment time to exercising supervisory authority; however during emergency conditions and/or overtime circumstances when bargaining unit employees are unavailable or refuse to work the overtime, the supervisors may spend whatever time is necessary performing bargaining unit work. Supervisors shall also be permitted to perform bargaining unit work they have traditionally performed on weekend days. There will be no layoff of current bargaining unit employees because of work being performed by supervisors.

SECTION 12.2 - Rotation of Weekend Standby for Building Engineers.

Building Engineers shall be required to staff weekend standby assignments. Said assignments shall be staffed on a rotating basis. The City shall have the right to assign a supervisor into this rotating assignment at its choice, but nothing herein shall require the City to include a supervisor in said rotation.

ARTICLE 13
WORKDAY AND SHIFT SCHEDULES

SECTION 13.1 - Workweek and Shift schedules.

The normal workweek for Maintenance Technicians and Building Engineering Technicians will consist of forty (40) hours as follows:

Maintenance Technicians: 7:00 a.m. – 3:30 p.m. Monday through Friday

or

3:00 p.m. – 11:30 p.m. Monday through Friday

Building Engineering Technicians: 7:00 a.m. – 3:30 p.m. Monday through Friday

or

3:00 p.m. – 11:30 p.m. Monday through Friday

An employee, with the permission of their supervisor, may alter their work schedule upon written request.

The employer may temporarily alter the normal work week and/or shift for employees under the following terms:

1. The employee(s) affected shall receive at least one (1) week notice prior to the time they are to report to duty outside of their normal work shift, except in emergency situations.
2. The employer may temporarily change the above starting time so long as such change is on a one-half hour (1/2) increment basis (i.e.; not starting at 6:10 a.m., but rather at 6:00 a.m. or 6:30 a.m.)

SECTION 13.2 - Shift Differential.

Employees scheduled to work on the 3:00 p.m. to 11:30 p.m. shift shall receive a shift differential of \$ 0.70 per hour. This shift differential shall not be applicable to first shift employees who are called in or held over to work after 3:00 p.m.

SECTION 13.3 - Lunch and Break Periods.

Employees will have a thirty (30) minute unpaid lunch period, approximately mid-way through their normal workday and a fifteen (15) minute paid break. All lunchtime is from the time a person stops working until they start working again. Stopping to pick up meals, travel time, personal phone calls, and mingling with co-workers are all part of the lunchtime.

SECTION 13.4 - Ten Hour Shifts.

The Employer may schedule employees on a four (4) day, ten (10) hour Monday through Friday shift if in its discretion such a schedule is needed. Any language contained in this contract regarding utilization of paid leave shall be adjusted proportionally for employees who work a 4-day, 10-hour per day workweek.

SECTION 13.5 Winter Operations Standby

Throughout the 18-week period known as a winter season (mid-November to mid-March) according to Public Works' winter plan, the Public Buildings Division employees will be split into two teams as equal in number as possible.

1. Employees will be assigned to standby each weekend with teams comprised of approximately equal number of employees and may be comprised of bargaining unit and non-bargaining unit employees as assigned by department supervisors.
2. Each employee on standby will receive 8 hours straight-time standby pay for being responsive to call-outs beginning at 3:30 p.m. on Friday (end of the regular work week) through 7:00 a.m. the following Monday (start of the regular work week). For the two employees on second-shift the standby period will be from 11:30 p.m. on Friday to 7:00 a.m. the following Monday.
3. The employees on paid standby for the weekend will be the "first-called" for winter operations during the subsequent work week. They will also be the first employees offered any daily standby assignment for winter operations during that work week, if determined necessary. Since the team on the "first-call list" is not being formally assigned to standby during the regular work week, they cannot be considered in violation of an assignment if they are unable to come to work. In general, when a winter call-out is made all team members on standby that given week will be called in to work, unless there are extenuating circumstances, as determined by the supervisor.
4. Employees scheduled for a weekend of standby may offer their standby assignment to another employee. Efforts will be made to trade standby to fellow employees in an orderly means that provides equal opportunity to each bargaining unit member throughout the winter season with a rotation schedule based on seniority. Methods for tracking standby opportunities may vary to meet the expectation of the bargaining unit, but shall not become an extensive process and burden on supervisors/management. The employee must notify the supervisor of any such change. If nobody accepts the standby assignment, then the

scheduled employee may be required to be on standby. Public Buildings Division will have employees on standby for each weekend during the 18-week winter season.

5. Employees on vacation or other approved leave may keep their scheduled standby assignment but must notify their supervisor of their acceptance of the assignment before the end of their last workday before their leave period.

ARTICLE 14 **PTO AND SICK TIME**

SECTION 14.1 - TOP Plan.

The City of Naperville Time Off Plan (TOP) and PTO-11 Plan are incorporated into this Agreement by reference and attached hereto as **Appendix B**. The TOP shall govern all matters related to PTO time, sick time accrual and utilization and all other topics contained in the plan. Employees hired after November 5, 2014 shall not be eligible for the TOP and shall receive paid time off pursuant to the terms of the PTO 11 plan. Employees on PTO 11 shall have the right to take five days off per year on an unpaid basis once they exhaust their time off accruals. This time off shall be scheduled consistent with Section 14.3 below. Employees on both plans shall have the right to accrue up to sixty (60) hours of compensatory time, not the forty (40) hour limit found in the appended plans.

SECTION 14.2 - Retirement Health Savings Plan.

Upon formal retirement from the City of Naperville, employees on the TOP shall convert up to 720 hours (90 days), of earned but unused sick leave to a Retirement Health Savings Plan (RHSP) as a sick leave termination bonus. The sick leave termination bonus eligible for contribution to the RHSP is made at the employee's salary rate in effect on his last day of work. The RHSP is used for the payment of health insurance premiums and other eligible health care expenses in retirement. Formal retirement is defined as separated from employment with the City and qualifying for a pension as defined by IMRF.

SECTION 14.3 - Vacation Scheduling.

The Facilities and General Services Manager shall establish a vacation schedule for employees sufficiently early each year. In order to assist the Facilities and General Services Manager, bargaining unit employees shall have their vacation picks in by March 1st of each year. Vacation selections shall be determined by seniority. Vacation requests after the March 1st deadline will be on a first come first served basis.

ARTICLE 15
HOLIDAYS

SECTION 15.1

Twelve (12) paid holidays are granted to employees. For each holiday employees will receive eight (8) hours of pay at the employee's straight time hourly rate. The holidays are as follows: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day and three (3) floating holidays. Employees will be allowed to select three (3) days off as their floating holidays anytime between January 1st and December 31st, subject to supervisory approval. Employees will receive eight (8) hours of pay at their straight time hourly rate for the floating holiday. Employees hired under PTO 11 shall not be eligible for floating holidays. When an employee works on a City observed holiday they shall be paid at two (2) times their regular hourly rate of pay for each hour worked; in addition to receiving eight (8) hours of straight time for holiday pay.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, it will be observed on the following Monday.

In order to qualify for holiday pay, an employee must have actually worked the last workday immediately before the holiday and the workday immediately following the holiday, unless absence is authorized for a scheduled vacation, verified illness, or other authorized leave.

ARTICLE 16
SENIORITY AND LAYOFF/RECALL

SECTION 16.1 - Definition.

Seniority, for purposes of benefits under the City's TOP policy, shall constitute the employee's hire date with the City. Seniority, with respect to any other rights conferred under this Agreement, shall be the date the employee begins work in a job covered under this Agreement. If an employee leaves employment in the bargaining unit for another position with the City, their bargaining unit seniority shall cease accruing until such time as they may return to a bargaining unit position.

SECTION 16.2 - Layoff and Recall.

The Employer shall select employees for layoff and recall to work under this Agreement for each job classification by seniority, provided that the more senior employee has the skill set needed by the Employer at the time of the layoff or recall.

ARTICLE 17
DRUG AND ALCOHOL POLICY

SECTION 17.1

The City Drug and Alcohol Policy shall apply to all employees covered by this Agreement and is incorporated into this Agreement as **Appendix C**.

ARTICLE 18
WAGES AND OVERTIME

SECTION 18.1 - Starting Wage.

The starting hourly wage rate for maintenance technicians shall be as follows:

January 1, 2020 - \$25.98
January 1, 2021 - \$25.98
January 1, 2022 - \$25.98
January 1, 2023 - \$26.63
January 1, 2024 - \$27.30

The starting hourly wage rate for newly hired building engineers or those promoted from within the bargaining unit to that position shall be ninety- five percent (95%) of the rate of current building engineers. Once the new building engineer passes the probationary period as set forth in Article 6, their wage rate shall be increased to one hundred percent (100%) of the rate of current building engineers.

SECTION 18.2 - Wage Increases.

All unit employees shall receive the following wage increases to their current rate:

January 1, 2020 – All employees shall receive a wage increase of 2.75%.

January 1, 2021: All employees shall receive a wage increase of 1.5%.

January 1, 2022 - All employees shall receive a wage increase of 2.5%.

January 1, 2023 - All employees shall receive a wage increase of 2.5%.

January 1, 2024 - All employees shall receive a wage increase of 2.25%.

For this agreement only, the wage increases shall be retroactive to January 1, 2020.

SECTION 18.3 – Wage Adjustment Process.

Commencing on January 1, 2021, maintenance technicians shall be eligible to receive a wage adjustment on their fifth and tenth anniversary date of employment in the bargaining unit consistent with the terms of this provision. The terms are as follows:

1. Employees who reach the five-year anniversary mark shall be paid an hourly rate at the 25th percentile between the starting wage rate and the highest maintenance technician wage rate. For 2021, the highest maintenance technician rate shall be \$36.73. This highest rate shall be used for each subsequent year calculation after adding the negotiated percentage wage increase to it. As such, the highest wage rate for 2022 shall be increased by 2.5% and increased each year thereafter by the negotiated percentage wage rate increase. Based on this calculation, the five-year rate in 2021 shall be \$28.67.
2. Employees who reach the ten-year anniversary mark shall be paid under the same formula except at an hourly rate at the 50th percentile between the starting wage rate and the highest maintenance technician wage rate. The ten-year rate in 2021 shall be \$31.36.
3. An employee who within the five-year period prior to their applicable anniversary date has received a written reprimand, disciplinary suspension or Performance Improvement Plan (“PIP”) or has had more than one preventable accident shall not be eligible for the increase. The employee shall become eligible for the increase on their next anniversary date (6th year or 11th year) provided the employee has not incurred any additional written discipline or suspension, and/or has satisfied the requirements of the PIP, and/or has not incurred an additional preventable accident during that year.
4. The employee must complete a training program recommended by management before receiving the rate increase.
5. Retroactive pay for the adjustment shall only apply to employees whose pay rate is adjusted as part of the implementation of this term once the agreement takes effect. In such a case, the adjustment shall be retroactive to January 1, 2021. There will be no retroactive payments for the wage adjustment for any hours paid prior to January 1, 2021.

SECTION 18.4 - Overtime.

All hours worked in excess of eight (8) in one day and forty (40) in one week shall be paid at the rate of one and one-half (1½) times the regular hourly rate, except that all hours worked on Sunday shall be paid at two (2) times the regular hourly rate. Reasonable efforts will be made to post overtime in advance of the work so that all bargaining unit members have equal opportunity for overtime.

Employees who are called in to work on a Sunday shall be entitled to use their PTO or comp time accruals to take time off on the Monday that follows.

SECTION 18.4 - Certification Bonus Program.

Employees shall receive an annual lump sum payment of \$500 for each certification earned through the Local 399 training program or an equivalent certificate program in the following disciplines:

Welding Certification
Electrical Certification
Plumbing Certification
Locksmith Certification
Carpentry Certification
CFC Universal (HVAC) Certification
Fire Alarm Certification

Employees who earn a certification must maintain their certification in the discipline to continue receiving the annual lump sum payment. Employees who earn a certification by June 30 will receive the payment for the year in which it is earned. Employees who qualify to receive a payment shall receive it on the last paycheck of November. Employees can earn a maximum of up to \$3000 in lump sum payments per year based upon earning a certification in each of the disciplines set forth above. Earning certifications is not a requirement for the job and therefore the employee must pursue the certification on their own personal time.

ARTICLE 19
INSURANCE

SECTION 19.1 - Employee Health and Dental Insurance.

A. PARTICIPATION: The Union agrees that individually and as a group, all bargaining unit employees shall opt out and forgo participation in the City health and dental insurance plans and benefits. In return, the City agrees to participate in Local 399's medical insurance plan, pursuant to the conditions contained herein.

B. PREMIUM PAYMENTS: The City agrees to enter into a participation agreement with the appropriate Local 399 Health and Welfare Fund in order to allow bargaining unit employees to receive insurance coverage. . Effective January 1, 2021 the monthly premium shall be \$1187.00 per month. Local 399 will determine the distribution of the funds between the various components provided by the Fund. In no case shall the premium rate for any given fiscal year be more than the premium equivalent of the City HMO family plan rate less the employee contribution made by all non-union city employees for that respective year.

C. INDEMNIFICATION: The Union agrees that it shall defend, indemnify and hold the City harmless from any and all claims that may arise from the terms and conditions contained in this Section 19.1.

D. RETURN TO CITY INSURANCE COVERAGE: If in any subsequent agreement the parties agree to allow bargaining unit employees to return to the City medical plans, said return must apply to all bargaining unit employees as a group. In the event of such an agreement, the City shall have no obligation to pay for or provide health or dental insurance coverage to individual employees who decide to not come back onto the City plans. If such a return occurs, the parties agree that the terms in Sections 19.2, 19.3, 19.4, and 19.5 below shall apply to the employees' participation in the City coverage.

SECTION 19.2 - Health Insurance.

In the event that after the term of this Agreement the employees return to the City health insurance policy, the City shall be obligated only to provide group health insurance benefits to full-time employees, with such benefits to be provided under the same terms and in the same amounts as provided to all non-union employees of the City, as the same may be changed from time to time by the City. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as directed by the City Council; to implement a health insurance program with multiple plan options (that may include but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account); to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

SECTION 19.3 - Employee Health and Dental Insurance Premium Contributions.

Full-time employees will be allowed to participate in health and dental benefit programs that may be offered under the same condition as all other non-union employees of the City, as may be changed from time to time by the City. Employees participating in the City group health and dental insurance plan shall pay an employee premium contribution equivalent to that charged to all non-union City employees as may be changed from time to time by the City.

SECTION 19.4 - Medical Expense Reimbursement Plan.

The City offers a Medical Expense Reimbursement Plan and/or a Dependent Care Assistance Plan in which employees are eligible to participate.

SECTION 19.5 - Life Insurance.

Employees are eligible for life insurance. The amount of coverage is 150% of the base pay but not less than \$20,000. Employees are also covered for accidental death and dismemberment. In the event of an employee's death the benefit shall be paid to the designated beneficiary. A supplemental voluntary life insurance plan is also available for purchase by employees.

SECTION 19.6 - Terms of Policies to Govern.

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules, and guidelines (including provisions governing self-insurance) and shall not be subject to the grievance procedure.

ARTICLE 20
SAVINGS CLAUSE

SECTION 20.1

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action or by existing or subsequently enacted Federal or State legislation or by Executive Order or other competent authority, including boards or agencies, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 21
COMPLETE AGREEMENT

SECTION 21.1

The parties acknowledge that during the negotiations which preceded 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. 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

SECTION 21.2 - Term.

This Agreement shall be effective retroactive to January 1, 2020, and shall remain in effect through December 31, 2024, except as hereinafter provided. After December 31, 2024, this Agreement shall continue in effect from year to year, except that no wage increase of any nature

will be granted beyond the expiration of this Agreement, hereafter unless notice of termination or renegotiation is given in writing by registered or certified mail, by either party not less than sixty (60) nor more than ninety (90) days before midnight December 31, 2024 or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by Employer, shall be addressed to International Union of Operating Engineers, Local No. 399, 763 West Jackson Blvd., Chicago, IL 60661 and if by Local No. 399, to the Office of the City Manager, 400 South Eagle Street, Naperville, Illinois 60540. Either party may, by a like written notice, change the address to which such notice shall be given. Termination notices or renegotiation notice shall be considered to have been given as of the date shown on the postmark.

IN WITNESS WHEREOF, the parties hereto have fixed their signatures, this 27th day of MAY, 2021.

CITY OF NAPERVILLE

By: *Douglas Krieger*
Douglas Krieger
City Manager

Attest:
By: *Pam Gallahue*
Pam Gallahue
City Clerk

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 399

By: *Brian E. Hickey*
Brian E. Hickey
President and Business Manager

By: *Vincent J. Winters*
Vincent J. Winters
Recording Secretary



APPENDIX A

4.6 Maternity/New Parent Leave

The Maternity/New Parent Leave was approved by City Council on January 21, 2020 for eligible employees beginning on January 22, 2020. Maternity/New Parent Leave provides employees paid time off for:

- the birth of a child and to care for the newborn child within one year of birth, or
- the placement of a child for adoption or foster care and to care for the newly placed child within one year of placement.

This policy will run concurrently with Family Medical Leave Act (FMLA) leave, as described in this chapter.

Up to 12 consecutive weeks of paid leave is given for *Maternity Leave*, to begin at the date of birth.

Up to 6 consecutive weeks of paid leave is given for *New Parent Leave*. These six weeks are all to be taken within one year of the qualifying event.

Eligibility for Maternity/New Parent Leave

An employee must meet all of the following conditions in order to be eligible for Maternity/New Parent Leave:

- are a regular full-time or part-time non-union employee (i.e. not a temporary employee) or a regular full-time or part-time employee subject to a collective bargaining agreement that has adopted Maternity/New Parent Leave, and
- have been employed with the City for at least 12 months (the 12 months do not need to be consecutive), and
- worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence, and
- filed and meet the requirements as defined under FMLA.

Employees are eligible for *Maternity Leave* if they:

- have given birth to a child,

Employees are eligible for *New Parent Leave* if they:

- are a spouse of a woman who has given birth to a child or the father of the child, or

- have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger); the adoption of a new spouse's child is excluded from this policy.

Employees do not need to exhaust all of their vacation/PTO or sick accruals before taking Maternity/New Parent Leave.

While on Maternity/New Parent Leave

The City will continue to make payroll deductions to collect the employee's share of benefit premium(s).

The employee will not accrue PTO/vacation and sick leave, while on Maternity/New Parent Leave.

Maternity/New Parent Leave does not constitute a break in service for purposes of longevity, seniority or any employee benefit plan.

Maternity/New Parent Leave will be continuous leave, inclusive of any City-observed holidays that may fall during the time off. No intermittent leave will be permitted.

Maternity/New Parent Leave will run concurrently with an approved FMLA leave.

APPENDIX B

4. PAID AND UNPAID TIME OFF

The City offers various time-off plans based upon date of hire.

Usage of vacation or PTO is governed by each department's work rules and is subject to supervisory approval. Scheduled paid time off should be arranged to result in minimal disruption to departmental operations. Department Directors or their designees will establish time off schedules sufficiently early each year so that employees can plan their time off.

Employees may carry over unused vacation or PTO accruals subject to established maximums; they need not use all of their accruals within the year they were earned. All accrued vacation/PTO will be paid out at the time an employee separates from employment.

4.2 Time Off Plan (TOP)

Paid Time Off (PTO)

TOP was implemented on June 9, 2001. All employees hired on or after June 9, 2001 until June 30, 2011 automatically have TOP as their leave plan unless their Collective Bargaining Agreement has other provisions

PTO is earned each pay period, effective with the first pay period of employment. Employees who regularly work less than a 40-hour workweek will have their PTO accrual prorated accordingly. Accruals are based on budgeted hours for the position, not on actual hours worked. For example, an employee in a 20 hour per week position who temporarily works 25 hours per week will still receive accruals based on the originally budgeted 20-hour work week.

PTO time will not accrue if an employee is unpaid for an entire pay period. PTO for full-time employees is earned according to the following schedule:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 – 4	120	4.62	120
5 – 10	160	6.15	160
11 – 15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.62	224
19	232	8.92	232
20+	240	9.23	240

*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

**When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.

Employees paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) which are placed in their "Holiday Vacation Bank," as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 – 4	160	6.16	160
5 – 10	200	7.69	200
11 – 15	240	9.23	240
16	248	9.54	248
17	256	9.85	256
18	264	10.16	264
19	272	10.46	272
20+	280	10.77	280

*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

**When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.

PTO Cash Out (TOP)

Employees may cash out up to a maximum of 48 PTO hours each calendar year in which they have at least 640 hours of sick leave accrued.

Sick Leave (TOP) – Accumulation & Use

Employees on TOP will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 960 hours (accrual and limitation is prorated for employees scheduled less than 40 hours per week).

Employees who converted to TOP with an excess of 960 hours will not earn sick leave until their balance is reduced by utilization to below the 960 hour maximum. Sick leave will be earned in the same pay period as the employee's sick leave drops below 960 hours.

Employees may transfer a maximum of 48 unused PTO hours into their sick leave account annually if they have less than 960 hours of sick time accrued.

No sick leave will accrue if an employee is unpaid for an entire pay period.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.

- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge, and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick Leave (TOP) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

Sick Leave (TOP) – Elimination Period

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave. An employee may draw

from PTO, floating holidays, exempt benefit days or compensatory time to satisfy a 2-day elimination period. Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 20-hour elimination period (2, 10-hour days). Employees who work 5, 4-hour days, will have an 8-hour elimination period (2, 4-hour days). Unpaid leave may not be utilized to satisfy a 2-day elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 2-day elimination period has been satisfied first.

Sick Leave (TOP) Donation Bank

A sick leave donation bank has been established to continue the income of eligible employees under the following circumstances:

- An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.
- To care for a member of an employee's immediate family (defined as an employee's spouse, parent or child) who has a serious health condition as defined under the Family and Medical Leave Act (FMLA) and is certified as such by a Physician.

Employees may withdraw a maximum of 160 sick leave hours during their employment with the City. To withdraw time from the Sick Leave Donation Bank, an employee must be a participant in the Bank. To participate, an employee must have at least 160 sick hours accrued and have donated at least 8 hours to the Bank. An employee may donate a maximum of 40 hours of sick leave to the Bank in any calendar year. Donations to the Sick Leave Bank are irrevocable.

To withdraw from the Bank, an employee must have depleted all other accrued leaves and have submitted all necessary documentation required under FMLA, IMRF or other pension fund. An employee who withdraws time from the Bank does not have to "repay" the Bank at a later date.

The requirements and benefits afforded under the Sick Leave Bank program are pro-rated accordingly for part-time employees.

Sick Leave Incentive: 401(a) (TOP)

Each year, employees on TOP who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed	Days of Pay
----------------------------	-------------

<u>(completed employment)</u>	<u>(based on full-time)</u>
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)
20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 13-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$216.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.35 days = \$216.00**

George is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. George utilizes 12 sick hours in a year. George is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th.

Compensatory Time (TOP)

Compensatory time allows any non-exempt employee on TOP to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

A maximum of 40 hours of compensatory time may be accrued at any one time. Utilization of compensatory time is subject to supervisory approval. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is

earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

In cases where a non-exempt employee is promoted or transferred to an exempt position, if they have accrued compensatory time, they must either use it before their effective promotion date, or cash it out, preferably prior to the start of their new exempt position.

4.3 PTO - 11

Paid Time Off (PTO-11)

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11, was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan. The PTO-11 plan was amended and approved by City Council on January 21, 2020 for eligible employees to include the sick leave provisions outlined later in this policy. The amendments to PTO-11 were implemented on April 3, 2020.

Utilization of PTO during a new hire probationary period is subject to supervisory approval.

Full-time employees earn a total of 120 hours of paid time off (PTO) in the first year of employment. Employees who work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not accrue if an employee is unpaid for an entire pay period.

Employees will not be eligible to take PTO time during their first 30 calendar days of employment. After 30 days, 40 hours of PTO time will be placed in the employee's accrual bank. Separately, employees accrue the remaining hours over the remaining pay periods during their first 12 months (up to the annual maximum accrual allowed). These numbers are prorated for employees who work less than a 40-hour workweek.

Thereafter, every year on the employee's anniversary date, an additional 8 hours (or prorated amount) of PTO time will be added to their annual accrual, up to a maximum of 240 hours (*see the accrual schedule below*).

A maximum 1-years' worth of accrual of PTO time may be accumulated at any one time. When this maximum accrual allowed is reached, PTO accruals are capped and no further accruals occur until the accrued time is "used down" to less than the maximum allowed.

PTO is earned according to the following schedule effective August 1, 2013:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	3.08**	120
2	128	4.92	128
3	136	5.23	136
4	144	5.53	144
5	152	5.84	152
6	160	6.15	160
7	168	6.46	168
8	176	6.76	176
9	184	7.07	184
10	192	7.38	192
11	200	7.69	200
12	208	8.00	208
13	216	8.30	216
14	224	8.61	224
15	232	8.92	232
16+	240	9.23	240

* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

** 3.08 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO accrual bank.

Should a paid holiday fall within an employee's scheduled paid time off, his/her PTO accrual will not be charged.

Usage of PTO is governed by each department's work rules. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. All accrued PTO will be paid out at the time an employee separates from employment.

Employees in PTO-11 who are paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) or prorated amount, which are placed in their “Holiday Vacation Bank,” as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	160	4.62**	160
2	168	6.46	168
3	176	6.77	176
4	184	7.08	184
5	192	7.38	192
6	200	7.69	200
7	208	8.00	208
8	216	8.31	216
9	224	8.62	224
10	232	8.92	232
11	240	9.23	240
12	248	9.54	248
13	256	9.84	256
14	264	10.15	264
15	272	10.46	272
16+	280	10.77	280

* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

** 4.62 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.

Sick Leave (PTO-11) – Accumulation & Use

Employees on PTO-11 will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 480 hours (accrual and limitation is prorated for employees budgeted to work less than 40 hours per week). When this maximum accrual allowed is reached, sick accruals are capped and no further accruals occur until the accrued time is “used down” to less than the maximum allowed.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick leave for employees on PTO-11 will not be paid out at retirement or separation, nor will it be used for IMRF service credit.

No sick leave will accrue if an employee is unpaid for an entire pay period.

Sick Leave (PTO-11) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five

instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

Sick Leave (PTO-11) – Elimination Period

An employee may only utilize sick leave after a 1-day Elimination Period. The first full day of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave (e.g. PTO, comp. time, Safe Driver Day, etc.). Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 10-hour elimination period. Employees who work 5, 4-hour days, will have a 4-hour elimination period. Unpaid leave may not be utilized to satisfy the elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 1-day elimination period has been satisfied first.

Sick Leave Incentive: 401(a) (PTO-11)

Each year commencing on July 1, 2020, employees on PTO-11 who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed <u>(completed employment)</u>	Days of Pay <u>(based on full-time)</u>
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)

20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 9-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$184.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.15 days = \$184.00**

Pat is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. Pat utilizes 12 sick hours in a year. Pat is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th.

Compensatory Time (PTO-11)

Compensatory time allows any non-exempt employee on PTO-11 to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

Bridge to IMRF Disability (PTO-11)

Employees possessing at least 1 year of IMRF service credit are potentially eligible for IMRF Short-Term Disability. IMRF Disability is the program that pays 50% of salary after a medically disabled employee has been out of work for 30 calendar days.

For those employees subject to a collective bargaining agreement that does not include PTO-11 sick leave and fail to possess sufficient paid time off accruals to reach this 31st calendar day, the City, then, will provide additional paid leave to that employee to "bridge the gap" until that 31st calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

This paid "Bridge to IMRF Disability" will only occur under the following circumstances:

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO leave.

Paid hours under this program will be limited to the difference between an employee's remaining paid time off balance and the number of hours needed to reach the 31st calendar day. The paid time off bridge benefit will be limited to once in any 12-month period, per employee.

APPENDIX C

7.1 DRUG-FREE WORKPLACE

Purpose

It is the policy of the City to take all reasonable steps to ensure it is a workplace that:

- Is free from illegal drugs, cannabis, and alcohol;
- Prohibits employees, in the workplace or while otherwise conducting City business, from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances; and
- Prohibits employees while at work, or while otherwise conducting City business, from being under the influence of alcohol, illegal drugs, cannabis, or any other intoxicating substance, or abusing any drug although legally obtained by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages.

In compliance with the federal and state Drug-Free Workplace Acts, 41 USC §701, et seq. and 30 ILCS 580/1, et seq., the City adopts this policy in order to be considered a “reasonable source” for the award of federal or state contracts or as a grantee of federal or state grant funds.

For additional information on Drug-Free Workplace definitions and procedures, refer to the City’s [Safety Policy Manual](#).

Prohibitions and Reporting Requirements

While in the workplace or while otherwise conducting City business, employees are strictly prohibited from possessing, consuming or using any illegal drug, cannabis or controlled substance as defined under federal and state law, or any prescribed or over-the-counter drug or medication that has been illegally obtained or is being used in an improper manner.

The City further prohibits all employees from being impaired by alcohol, illegal drugs, cannabis or controlled substances in the workplace or at any time during the workday.

The workplace includes, but is not limited to, any City work site, vehicles, parking areas, buildings, any non-City owned property where the employee is present on City business, or wherever the employee may be located during a work shift.

The workday refers to any time during a work shift, including meal and rest periods, and any time while on-call. On-call refers to an employee who is scheduled to be on standby with at least 24 hours’ notice or otherwise responsible for performing work-related tasks either at the employer’s premises or other previously designated location.

An employee is required to report to his or her supervisor any known or anticipated adverse side effect of medication or prescription drugs that he or she is taking that will interfere with the ability to perform job duties safely. The employee need not disclose the underlying medical condition or prescription drug but must disclose job-related restrictions.

Any employee violating a criminal drug statute in a City workplace is required to inform the City of any conviction, guilty pleas or findings, and orders of supervision, probation or conditional discharge on such drug charges, or reduced charges, within five (5) days after the plea or order is entered.

The City Manager or his designee will notify the appropriate federal or state contracting or granting agency within ten (10) days after receiving such notice from an employee or otherwise receiving notice of such a conviction.

Drug and Alcohol Testing

The City will provide training to assist in identifying and addressing alcohol and drug use by employees.

Upon reasonable suspicion to believe that an employee is under the influence of, or impaired by, legal or illegal drugs including cannabis, alcohol, or any combination thereof, or following an accident, the City will have the right to require the employee to submit to alcohol and/or drug testing.

Any employee's refusal to submit to alcohol or drug testing, or refusal to consent to the release of test information to the City, or refusal to otherwise cooperate in the administration of drug or alcohol testing will subject the employee to immediate suspension without pay and further discipline up to and including termination of employment.

Except as required under federal law, there will be no random or unit-wide testing of City employees. The City may, however, require random drug and alcohol testing for employees who have successfully completed a treatment program.

Employees covered by a collective bargaining agreement (CBA) may have specific drug and alcohol testing provisions in their CBAs. Those employees should reference their applicable CBAs.

Impairment While on Duty

Illegal Drugs, Cannabis and Alcohol

An employee will be subject to discipline up to and including termination when:

- The employee is on-duty, and either:
 - Uses, possesses, sells, delivers, purchases or manufactures illegal drugs or cannabis; or

- The employee's ability to perform his or her duties is impaired through the use of illegal drugs, non-prescribed drugs, cannabis or alcohol; or
- The employer has a reasonable suspicion that the employee is impaired through the use of illegal drugs, cannabis or alcohol, and the employee tests positive on both the initial and confirmatory tests for illegal drugs, non-prescribed drugs, cannabis or alcohol and/or is determined to be under the influence of illegal drugs, non-prescribed drugs, cannabis or alcohol through the use of observational evidence.

Prescribed Drugs

An employee will be subject to discipline up to and including termination when:

- The employee is on-duty, and:
 - The employee's ability to perform his or her duties is impaired by the use of prescription drugs, and/or the employee has failed to report to his/her supervisor any known or reasonably anticipated impairment from the drug use, prior to injecting, ingesting, or otherwise taking the drug(s), or prior to the beginning of the work shift, whichever occurs last.

Employee Requests for Assistance

The City strongly encourages employees with drug or alcohol problems to seek professional help. The City will not discriminate or retaliate against an employee who voluntarily comes forward to request assistance for such a problem. Seeking assistance, however, does not insulate an employee from discipline for violations of City rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of City rules.

Subject to the City's and the Department's leave of absence policies, the City may grant the employee a leave of absence for a period of up to thirty (30) days to complete primary treatment. An employee will otherwise be allowed to use all accrued sick leave, vacation or PTO while attending a treatment program, and will be granted FMLA leave (to the extent applicable) or an unpaid leave of absence to complete such program after exhausting such paid time off. The City's obligation to pay for treatment for alcohol/substance abuse will be limited to services provided by the City's medical insurance plan.

Subject to the Department Director's approval, the employee will have the option to use accumulated paid leave or take an unpaid leave of absence during treatment.

The employee will be returned to regular work duties only with the recommendation of the Substance Abuse Professional (SAP) and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the SAP counselor.

Referrals to SAPs will be confidential to the extent allowed by law.

This Section will not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his or her duties or that such active status constitutes a direct threat to the property or safety of others.

Employees may request assistance pursuant to this Section not more than once within any three (3) year period, nor more than twice within any ten (10) year period.

Disciplinary/Corrective Action

It shall be the City's policy to discipline or terminate any employee who violates any of the specific policies and prohibitions enumerated above. If discipline is imposed, the degree of discipline may be based on the circumstances surrounding the violation of this Policy, the employee's work history and current performance levels, past violations of employment policies and an overall review of the employee's work records. However, the City reserves the right to impose any discipline it deems appropriate to maintain a drug-free workplace.

As an alternative to termination, and at the sole discretion of the Department Director and the HR Director, the City may offer participation in an approved rehabilitation or drug-use assistance program as an alternative to termination. There is no right conferred upon employees to have such a program offered to them, and the decision will be made on a case-by-case basis.

Employees offered this alternative to termination must first agree in writing to:

- Enter into a "Last Chance Agreement" in a form approved by the City Attorney;
- Comply with all of the terms and conditions of the treatment program; and
- Be tested for drugs and alcohol on a random basis at any point during the treatment program before returning to work, and for a period of three (3) years thereafter.

The employee will be returned to regular work duties only with the recommendation of the SAP and after successful completion of a return-to-service medical examination, including testing negative for alcohol and drugs, and follow-up testing if recommended by the SAP counselor.

Leave and time off shall be made available on the same terms as described in the previous section of the Policy.

Right to Contest

Where disciplinary action is taken against an employee for violation of this Policy, the employee will be entitled to an opportunity to explain or challenge the drug or alcohol test results. Employees covered under a CBA must utilize the grievance procedure in their CBA. All other employees must utilize the Grievance Procedure process in this EPM.

7.2 CDL Driver Drug & Alcohol Testing

Introduction

DOT Regulations require the City to have a policy against alcohol misuse and drug use by drivers of commercial motor vehicles (i.e., employees who are required to possess a Commercial Driver's License, or "CDL"). In addition, the City has established certain rules regarding alcohol and drugs that are based on its independent authority as an employer. This policy, in addition to the City's other drug and alcohol policies, applies to all applicants for positions requiring a CDL and to all employees who are required to maintain a CDL.

The City encourages drivers with drug and alcohol problems to seek help **before** they become subject to discipline for violating this or other City policies. Such individuals will be accommodated by the City to the extent required by applicable law.

Prohibitions

CDL drivers may not report for or remain on duty requiring the performance of a safety-sensitive function if they:

- have an alcohol concentration of .02 or more; or
- are using any drug, including cannabis unless the use is pursuant to instructions by their doctors or other licensed health care professionals that it will not adversely affect their ability to operate a Commercial Motor Vehicle (CMV) safely.¹

CDL drivers may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior four (4) hours.

CDL drivers may not use alcohol for eight (8) hours after an accident involving a City CMV unless they have taken a post-accident test.

CDL drivers may not refuse to cooperate in a drug or alcohol test required by this policy or DOT rules.

CDL drivers also remain subject to all other applicable state and federal motor carrier safety rules and regulations as well as other City rules, including but not limited to rules prohibiting

¹ Every time a driver is prescribed or given a drug or medication, the driver must verify with his/her doctor or other licensed health care professional that it will not adversely affect his/her ability to drive safely. A driver's failure to verify that his/her use of prescribed drugs or medications will not adversely affect his/her ability to drive safely may result in appropriate disciplinary action up to and including termination of employment.

using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs or cannabis while on City premises.

Circumstances under Which CDL or Other Drivers are Subject to Testing

Pre-employment: Applicants for CDL or other driver positions (including current employees applying for a CDL position) must pass a drug test before performing a safety-sensitive function. Applicants must also authorize prior employer(s) to disclose positive test results and refusals to cooperate.

Post-accident: If a CDL or other driver is in an accident involving a City commercial motor vehicle (CMV) that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the driver must take a drug (including cannabis) and alcohol test as directed by his/her supervisor. The driver must notify his/her direct supervisor as soon as safely possible after any such accident.

Random: Each year, at least 10% of the City's CDL drivers will have to take random alcohol tests; at least 25% will have to take random drug tests. These tests will be unannounced, spread throughout the year, and all CDL drivers will have an equal chance of selection.

Reasonable Suspicion: If a CDL or other driver is reasonably suspected by a supervisor of using drugs or alcohol in violation of the prohibitions set forth above, the driver must take a drug and/or alcohol test.

Return-to-duty and follow-up: Before a CDL driver can return to work following a positive drug and/or alcohol test, the CDL driver must take and pass another drug and/or alcohol test. The CDL driver will also have to take unannounced follow-up tests for a minimum of one (1) year, at least six (6) times during that year, while remaining subject to random selection. Testing may be required for a longer period based upon specific circumstances or the recommendation of a substance abuse professional.

These tests are MANDATORY.

Suspensions & Violations

CDL drivers who are convicted of driving a CMV under the influence of alcohol or drugs, leaving the scene of an accident involving a CMV, or a felony involving the use of a CMV, will be disqualified from driving a CMV for at least one year. Depending on the circumstances, the CDL driver may also be subject to appropriate disciplinary action up to and including termination of employment.

For additional information on DOT Drug-Free Workplace procedures, see the [City's Safety Policy Manual](#).