

Illinois Labor Relations Board  
Contract#

**Collective Bargaining Agreement  
By and Between**

**THE CITY OF NAPERVILLE  
(Department of Public Utilities – Water and Wastewater Utility)**

**and**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION NO. 196  
(AFL-CIO)**

**January 1, 2026 - December 31, 2029**

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	<b>3</b>
<b>PREAMBLE</b> .....	<b>3</b>
<b>ARTICLE 1 – Contract Period</b> .....	<b>3</b>
<b>ARTICLE 2 – Scope of Agreement</b> .....	<b>4</b>
<b>ARTICLE 3 – Introductory Period</b> .....	<b>5</b>
<b>ARTICLE 3 – Grievance and Arbitration Procedure</b> .....	<b>6</b>
<b>ARTICLE 5 – Union Business</b> .....	<b>7</b>
<b>ARTICLE 6 – Overtime Allocation</b> .....	<b>8</b>
<b>ARTICLE 7 – No Strike – No Lockout</b> .....	<b>9</b>
<b>ARTICLE 8 – Seniority</b> .....	<b>9</b>
<b>ARTICLE 9 – Vacancies and Bidding Procedures</b> .....	<b>10</b>
<b>ARTICLE 10 – Layoff and Rehiring</b> .....	<b>11</b>
<b>ARTICLE 11 – Wastewater Treatment Operator-In-Training</b> .....	<b>12</b>
<b>ARTICLE 12 – Lead Assignment</b> .....	<b>13</b>
<b>ARTICLE 13 – Short-Term Employment</b> .....	<b>13</b>
<b>ARTICLE 14 – Holidays</b> .....	<b>14</b>
<b>ARTICLE 15 – Vacation / PTO</b> .....	<b>14</b>
<b>ARTICLE 16 – Sick Leave</b> .....	<b>15</b>
<b>ARTICLE 17 – Leaves of Absence</b> .....	<b>17</b>
<b>ARTICLE 18 – Insurance</b> .....	<b>20</b>
<b>ARTICLE 19 – Workday and Shift Schedules</b> .....	<b>21</b>
<b>ARTICLE 20 – Overtime and Inconvenience Pay</b> .....	<b>23</b>
<b>ARTICLE 21 – Fatigue Management and Rest Periods</b> .....	<b>25</b>
<b>ARTICLE 22 – Standby</b> .....	<b>26</b>
<b>ARTICLE 23 – Meal Allowance</b> .....	<b>27</b>
<b>ARTICLE 24 – Inclement Weather</b> .....	<b>27</b>
<b>ARTICLE 25 – Tools and Equipment</b> .....	<b>28</b>
<b>ARTICLE 26 – Supervisory Work</b> .....	<b>28</b>
<b>ARTICLE 27 – Dues Deduction</b> .....	<b>29</b>
<b>ARTICLE 28 – Savings Clause</b> .....	<b>29</b>
<b>ARTICLE 29 – Safety Committee</b> .....	<b>29</b>
<b>ARTICLE 30 – Wages</b> .....	<b>30</b>
<b>ARTICLE 31 – Commercial Driver’s License</b> .....	<b>30</b>
<b>ARTICLE 32 – Entire Agreement</b> .....	<b>30</b>
<b>APPENDIX A</b> .....	<b>32</b>
<b>APPENDIX B</b> .....	<b>34</b>



## **AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the CITY OF NAPERVILLE, ILLINOIS (hereinafter referred to as the "Employer") and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 196 (hereinafter referred to as the "Union").

## **PREAMBLE**

The purpose of this Agreement is to promote harmonious labor relations between the Employer and the Union; to establish an equitable and orderly process for addressing matters concerning wages, hours, and other terms and conditions of employment; to provide for the prompt and fair resolution of disputes; and to ensure the uninterrupted and efficient delivery of water services to the residents of the City of Naperville.

The parties recognize their mutual obligation to negotiate in good faith pursuant to the Illinois Public Labor Relations Act (hereinafter IPLRA) and to administer this Agreement in a manner consistent with applicable law. The parties further acknowledge that the public interest requires the efficient operation of government and the avoidance of labor disputes that would interfere with such operations.

Accordingly, the Employer and the Union enter into this Agreement in good faith, with the intent that it shall serve the mutual interests of the parties and the public they serve. They agree as follows:

## **ARTICLE 1** **CONTRACT PERIOD**

### **SECTION 1.1**

This Agreement shall apply from January 1, 2026, and shall remain in effect through December 31, 2029. After December 31, 2029, this Agreement shall continue in effect from year to year thereafter unless notice of termination 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, 2029, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by the Employer, shall be addressed to the Union at 1829 Suncast Lane, Batavia IL 60510, and if by the Union, to the Employer at the Office of the City Manager, 400 S. Eagle Street, Naperville, Illinois 60540. Either party may change the address to which such notice shall be given by submitting a written notice to the other party. Termination notices or renegotiation notices shall be considered to have been given as of the date shown on the postmark.

## **ARTICLE 2** **SCOPE OF AGREEMENT**

### **SECTION 2.1**

Pursuant to certification under IPLRA Case No. S-RC-131, the Employer recognizes Local Union 196 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent, for the purposes of establishing wages, hours and other conditions of employment, for all employees in the Water and Wastewater Utility Department of the City of Naperville, Illinois, including: Water Utility Technicians, and Senior Water Utility Technicians, Wastewater Treatment Operators (in-training) and Wastewater Treatment Operators, and excluding Chemists and other professionals, Clerical Personnel and Confidential Personnel, Management and Supervisory employees, and short term employees as defined by the Act. Additionally, up to four (4) Interns who receive credit from colleges for performing work in the Water and Wastewater Utility Department shall not be included within the scope of this Agreement and shall not be entitled to any benefits of the employees herein.

The classifications or 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.

### **SECTION 2.2**

Neither the Employer nor the Union shall discriminate against or harass any employee for engaging in or refusing to engage in Union activities.

### **SECTION 2.3**

Neither the Employer, nor its officials, agents or employees, shall in any way discharge or refuse to employ any person otherwise qualified because of race, religion, sex, color, creed, national origin, unfavorable discharge from military service, excluding dishonorable, or discriminate for the same reason in regard to tenure, terms or conditions of employment, promotional opportunities, training, or the like. Further, it is the policy that all persons with a physical or mental disability shall be free from discrimination unrelated to ability in the personnel practices of the Employer. All applicants or employees shall be considered only on the basis of their qualifications as required by the position being sought or held relative to the experience, training, physical fitness, ability, skills, knowledge and personal characteristics, and integrity as a proper representative of the Employer.

### **SECTION 2.4**

Changes mutually agreed to in writing by both the Employer and the Union may be made at any time. However, the Employer may not make unilateral changes to the express provisions of this Agreement.

All the functions of the operations of the Employer and the direction of its employees which are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the following: determine the mission, policies, and

standards of service; determine the organizational structure and means, methods, and place of operations; decide what work or services shall be performed by the employees; determine the budget; hire, discipline or discharge employees for causes; establish the qualifications for employment; transfer, promote or relieve employees from duty because of lack of work or for other legitimate reasons; maintain discipline, order and efficiency; train employees; schedule and assign work and overtime; manage, supervise and direct the working forces; make and enforce reasonable shop rules; introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; and take any and all actions necessary to carry out the mission of the Employer, provided this will not be used for purposes of discrimination against any employee for membership or non-membership in the Union or be inconsistent with the terms and provisions of this Agreement.

All personnel matters not specified in this Agreement shall be subject to the provisions of the Employer's Employee Policy Manual (hereinafter "EPM") to the extent that it is not inconsistent with this Agreement. Discipline imposed for violation of the Employer's personnel policies shall be subject to Article 4, the Grievance and Arbitration Procedure of this Agreement. The Employer shall have the right to take necessary actions to carry out the mission of the Employer's Water/Wastewater Utility in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. It is understood that at no time shall the Employer jeopardize the health and/or safety of any employee in the event of a civil emergency.

## **SECTION 2.5**

This Agreement is the complete agreement between the parties and cancels all prior practices and agreements unless expressly stated to the contrary herein.

## **ARTICLE 3** **INTRODUCTORY PERIOD**

### **SECTION 3.1**

New employees to the bargaining unit shall serve a six (6) month introductory period of employment with the Employer and shall immediately thereafter be credited with seniority from the original date of employment. Periods of paid or unpaid leave will extend the introductory period accordingly. The introductory period may be extended prior to the start of the employee's seventh (7<sup>th</sup>) month by up to six (6) additional months at the Employer's discretion so long as when the Employer notifies the employee of the extension, it shall simultaneously notify the Lead Union Steward.

### **SECTION 3.2**

During their introductory period, employees may be disciplined or discharged by the Employer without having recourse to the Grievance and Arbitration Procedure of this Agreement.

**ARTICLE 4**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**SECTION 4.1**

A grievance is any dispute or difference of opinion raised by an employee of the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time frame provided for under the steps of the grievance procedure may be mutually extended; agreements to extend shall not be unreasonably withheld. All grievances shall be handled in accordance with the following steps:

- Step 1:** The Union Steward, with or without the Employee, may raise the grievance with the Supervisor within ten (10) working days of its occurrence. The Supervisor shall attempt to rectify the grievance with the Steward and shall respond within ten (10) working days after such discussion.
- Step 2:** If not rectified in Step 1, the grievance shall be reduced to writing and presented by the Union to the Deputy Director and/or Director of the Department (for employees under their supervision) within (10) days following the Step 1 Supervisor's response in Step 1. The grievance shall contain a statement of facts, the Article and Section or Sections of this Agreement which are alleged to have been violated, and the relief requested. The designated management representative shall address the grievance as soon as possible but shall give their answer in writing to the Union within ten (10) working days after the receipt of the grievance.
- Step 3:** If not remedied in Step 2, the grievance shall be submitted to the City Manager or their designee within ten (10) working days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or their designee within fifteen (15) working days of the receipt of the grievance. If the grievance is settled during said 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 the Employer's written answer within ten (10) working days following their meeting.
- Step 4:** If the matter is not remedied in Step 3, the Union or the Employer, not an individual employee or employees, may submit this dispute to arbitration within ten (10) calendar days after the response is given at Step 3. When arbitration is requested, the parties attempt to agree on the selection of the arbitrator. If an agreement cannot be reached within ten (10) working days from the date of which arbitration is requested, then the Federal Mediation and Conciliation Service ("FMCS"), or another jointly agreed upon arbitration provider, shall be requested to submit a list of seven (7) arbitrators, pursuant to the rules of the FMCS who are members of the National Academy of Arbitrators. From such list of arbitrators, the grieving party shall strike a name first and the parties shall then alternatively strike until the person whose name remains shall be the arbitrator; provided,

however, that either party shall have the right to reject one (1) list of arbitrators and ask for a new list from FMCS. The decision of the arbitrators shall be final and binding upon the parties. The arbitrator shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

#### **SECTION 4.2**

Grievances not appealed within the time limits set forth above shall be considered settled based on the last response provided by the Employer, unless the time had been extended pursuant to Article 4.

#### **SECTION 4.3**

The cost of the arbitrator shall be borne equally between the Employer and the Union. The cost of a transcript shall be borne by the party requesting the transcript. If the other party requests a copy, then they shall pay half the fee.

### **ARTICLE 5** **UNION BUSINESS**

#### **SECTION 5.1**

General Union business shall not interfere with the Steward's performance of work during their regular work hours. The Union is not limited in the number of Stewards it may appoint. The Union must inform the Employer in writing of Stewards' identity. Only one Steward may attend to a matter, unless both parties mutually agree multiple Stewards can be present and so long as one Steward is identified as the Lead Union Steward. Bargaining unit employees' request for the services of the Steward shall be based on an emergency that cannot be transacted before or after normal working hours. The Union Steward will be permitted to leave work during regular working hours to transact Union business with prior permission from their supervisor; permission to leave shall not be unreasonably withheld. Such business includes dealing with emergencies and attendance at scheduled meetings with management to adjust grievances.

#### **SECTION 5.2**

Non-employee Union officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with reasonable advance notice. Such access shall be for the sole purpose of the administration of this Agreement. The Union agrees that such activity shall not interfere with the work duties of employees.

The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer, where operational requirements do not permit unlimited access.

### **SECTION 5.3**

The Employer agrees that the Union may install and maintain a bulletin board, at each division headquarters, at a location designated by the Employer. Said bulletin board shall not exceed three (3) feet by three (3) feet in area.

The Union bulletin board shall be used for posting Union notices and shall be restricted to the following:

- (a) Notice of Union recreational and social activities;
- (b) Notice of Union elections and results of such elections;
- (c) Notice of Union appointments;
- (d) Notice of Union meetings and reports and minutes thereof; and
- (e) Overtime list.

All costs incidental to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining it in an orderly and neat fashion. No defamatory, obscene, political or libelous material shall be posted on any bulletin board. If the Employer determines that the posted material is of a prohibited nature, it may remove the material but shall notify the Union in writing as to the material removed and the reason for such removal.

## **ARTICLE 6** **OVERTIME ALLOCATION**

### **SECTION 6.1**

Employees can be required to perform overtime work and will be available for stand-by duty when requested to do so.

### **SECTION 6.2**

Within the department, scheduled overtime opportunities shall be assigned equally among employees, in accordance with each division operating policy, to employees that regularly perform the work involved.

In the event that overtime is not offered by the Employer to an employee who should have been next on a division overtime list (hereinafter referred to as "Missed Overtime"), and that employee brings the matter to their supervisor in a timely manner, the Employer shall offer that employee the next available overtime assignment for which the employee is qualified that equals or exceeds the amount of Missed Overtime in their section for work that they regularly perform (hereinafter referred to as "Make-Up Overtime"). If the employee cannot be reached when the make-up call is made, or turns down the Make-Up Overtime, the Employer shall have satisfied its obligation under this paragraph. Make-Up Overtime shall not affect the employee listing on the division rotation overtime list. Nothing herein shall entitle an employee to pay in lieu of a missed overtime opportunity. Alternative resolution may be pursued through Article 4 of this Agreement.

**SECTION 6.3**

Management may assign qualified employees (or those with the ability to become qualified depending on the circumstances) to work out of their normal classification, whenever practical within departmental policies, and to be paid as outlined in Section 20.1.

**SECTION 6.4**

Whenever practical, Management will approve overtime opportunities to be transferred to other qualified employees within departmental operating policy.

**SECTION 6.5**

The Employer may utilize any reasonable method of record keeping. On a monthly basis, the Employer will furnish the Union with a list of overtime worked by each employee.

**ARTICLE 7**  
**NO STRIKE – NO LOCKOUT**

**SECTION 7.1**

During the term of this Agreement, there shall be no lockout, strike, sympathy strike, work stoppage, picketing, slowdown or other form of interference with operations, regardless of the cause. All employees who hold a position of officer, steward, or committeeman of the Union occupy a position of special trust and responsibility in maintaining and bringing about the compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this paragraph to return to work.

**ARTICLE 8**  
**SENIORITY**

**SECTION 8.1**

Seniority is based on the employee's length of service in continuous employment within the bargaining unit from the date of last hire. Seniority can also mean the length of service in continuous employment within a division or section, when so specified. Layoffs shall not terminate the seniority of any employee except as provided below.

**SECTION 8.2**

The seniority of an employee shall terminate under any of the following conditions:

1. When employee is laid off for a period of more than three (3) years;
2. When employee resigns their employment with the Employer;
3. When employee fails to return to work within one (1) week after a written notice is mailed by the Employer by registered mail, to their last known address, requesting such return;

4. When employee fails to report to work on three (3) successive workdays without notifying the Employer, and without showing just cause for the failure to report;
5. When employee is discharged for cause and not reinstated; or
6. When employee is transferred from within the bargaining unit to a management position, after serving in the management position for six (6) months.

### **SECTION 8.3**

An employee shall receive military leave and seniority in accordance with applicable law.

### **SECTION 8.4**

If any employee covered by this Agreement is injured while in the performance of their duty, they shall be entitled to their former job title upon their recovery with full seniority rights provided they are physically qualified to return to work. In the event of their return, other employees whose seniority was affected by their absence will consent to any demotions or layoffs as may be necessary under the circumstances.

## **ARTICLE 9** **VACANCIES AND BIDDING PROCEDURES**

### **SECTION 9.1**

Whenever a regular bargaining unit vacancy or promotion develops or is expected to develop, the job will be posted at each division in locations designated by the Employer for seven (7) calendar days, for bid by an employee. A Union Steward may submit an employee's name for a job vacancy when the employee is absent from work. If more than one qualified employee bids for the vacancy, the Employer shall select the successful applicant in accordance with the principle set forth in paragraph 9.2 of this Agreement. Nothing contained in this paragraph shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job if no qualified employee has bid on the job or there are no applicants who have the ability to satisfactorily perform the work involved. Employees shall not be permitted to make more than one successful bid in any six (6) month period provided, however, that this period shall not be applicable when an employee is applying for a higher paying position.

Any employee, except for Wastewater Treatment Operators In-Training, who is promoted shall be given a ninety (90) day introductory period to prove that they are both fit and able to satisfactorily fill the position to which they have been promoted. If any employee proves to be unfit or unable to perform the duties and responsibilities of the position to which they have been promoted before the end of the ninety (90) day introductory period, they shall return to their former position at the request of the Employer without any loss of bargaining unit seniority or Employer seniority. At any time during the ninety (90) day introductory period, the employee may also elect to return to their former position, without any loss of seniority. During the ninety (90) day introductory period if any promoted employee returns to their former position, other employees hired, promoted, or transferred because of said promotion will be laid off or returned to their original position, as may be necessary under the circumstances.

The Employer may extend the introductory period beyond the initial ninety (90) day period. If the employee fails to successfully complete the designated extended introductory period, they may be returned to their former position only if one is available and will lose bargaining unit seniority only, i.e., Employer seniority will be maintained.

### **SECTION 9.2**

In making promotions or demotions, where fitness and ability are substantially equal, division seniority shall have priority over bargaining unit seniority. Final determination of qualifications shall be made by the Employer, except that any dispute which may arise in connection with any such matter shall be handled in accordance with the provisions of this Agreement for the settlement of disputes. In the event the employee with the most seniority does not receive the promotion, upon request of the employee, the Employer will discuss with the employee the reasons why the employee was not promoted.

### **SECTION 9.3**

If an employee is promoted to a new job classification with a higher pay range, the employee will be placed in that new range at the same step as their former range or placed at Step 1 in the new range. If an employee is demoted or transferred to a position with a lower rate of pay, then the employee shall be placed on the new pay range at the same Step as their former range.

## **ARTICLE 10** **LAYOFF AND REHIRING**

### **SECTION 10.1**

There will be no layoffs when outside contractors are performing work traditionally assigned to bargaining unit employees. If a layoff has occurred and bargaining unit work is being contracted out, all employees on layoff will be rehired and returned to their original classification if available.

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

Except during emergency situations, before the Employer changes its policy involving the overall subcontracting of work in general or where such policy will result in a loss of jobs, the Employer will notify the Union and offer the Union an opportunity to discuss the Employer's proposed subcontracting decision and its effect on bargaining unit employees.

### **SECTION 10.2**

Employees serving their introductory period who have not established seniority shall be laid off first.

**SECTION 10.3**

Seniority via divisions shall be utilized in layoffs and rehiring, subject to fitness and ability of the employee to do the required work. Any employee who is required to perform the duties of a lower paying position because of a layoff on account of reductions of forces or lack of work shall be compensated at the rate of pay provided for the job being performed.

**SECTION 10.4**

Employees laid off from any division may exercise general bargaining unit seniority to bump employees in other divisions provided that the employee exercising the right has worked in that division, the employee's bargaining unit seniority is greater than the employee bumped, and the employee possesses the skill and qualifications essential to perform the work.

**SECTION 10.5**

In case of layoff, the Employer shall give the Union and employees at least thirty (30) days' notice unless unusual circumstances prevent such notice.

**SECTION 10.6**

Nothing in this Article shall prevent the Union and Employer from meeting and mutually agreeing to an alternative to avoid scheduled layoff.

**ARTICLE 11**  
**WASTEWATER TREATMENT OPERATOR-IN-TRAINING (OIT)**

**SECTION 11.1 – Wage Maintenance for Internal Transfers**

In the event an incumbent Water Utility Technician or Senior Water Utility Technician applies for and is appointed to the Wastewater Treatment Operator-In-Training position, and the employee's current wage step is higher than the maximum step established for the Wastewater Treatment Operator-In-Training classification, the employee shall retain their current wage step at the time of transfer and shall suffer no reduction in base hourly rate.

**SECTION 11.2 – Step Progression**

An employee transitioning under Section 11.1 shall be eligible to advance one (1) additional step on their retained wage scale during the designated two-year probationary period, subject to the standard step progression.

**SECTION 11.3 – Probationary Period and Certification Requirement**

The probationary period for the Wastewater Treatment Operator-In-Training position shall be two (2) years. During this period, the employee must acquire the requisite Class 3 IEPA Wastewater Operator Certification.

**SECTION 11.4 – Failure of Probation and Call Back Rights**

Should the employee fail to obtain the required certification within the two-year probationary period or fail to successfully complete the probationary period for any other reason, the employee shall be removed from the Wastewater Treatment Operator-In-Training position and reverted to their previously held classification.

If the employee's previously held position is no longer available (e.g., the position has been filled or eliminated), the employee shall be placed on a Call Back list. The employee shall retain recall rights to the next available vacancy in their formerly held classification (Water Utility Technician or Senior Water Utility Technician) for a period of 18 months in accordance with the Recall provisions herein.

**SECTION 11.5 – Certification Requirements of Existing Wastewater Treatment Operators**

As of the date of the ratification of this Agreement, existing Wastewater Treatment Operators without the required certification are encouraged, but not required, to attain the Wastewater Operator Certification.

**ARTICLE 12**  
**LEAD ASSIGNMENT**

**SECTION 12.1- Lead Assignment**

The Employer will designate certain employees for Lead assignments. The Water Reclamation (“SWRC”) division, the Water Supply Distribution and Collection (“WSD&C”) division, and the Civil/Environmental Engineering and Construction Management (“CEECEM”) division will assign a minimum of one (1) employee to a Lead assignment in each division.

Lead assignments will be assigned at the discretion of the Employer.

Compensation for Lead assignments shall only be paid for all hours worked as Lead, at \$3.00 per hour.

Any change of the three (3) designated Lead assignments (one in each division) will be with seven (7) days’ advance notice. Additional Lead assignments may be added and/or removed without the seven (7) day notice.

**ARTICLE 13**  
**SHORT-TERM EMPLOYMENT**

**SECTION 13.1**

A short-term employee is an employee who is employed for less than two consecutive calendar quarters during the calendar year without a reasonable expectation of being rehired in a subsequent calendar year. The Employer may rehire any short-term employee in a subsequent year if the short-term employee performed satisfactorily in the previous year. Short-term employees shall not be members of the bargaining unit and shall not be affected by this

agreement except as provided for in this paragraph. Short-term employees may perform any assigned work except for the following exclusions:

1. Electrical/mechanical work;
2. Process control adjustments;
3. Sample collection, except to assist in their collection;
4. Hands on operation of the centrifuge;
5. Operation of end loader and/or backhoes except as related to landscaping installation or maintenance;
6. Performance of work on main breaks, sewer digs, manhole adjustments, or installations; and
7. Jet flusher operations.

### **SECTION 13.2**

There shall be no overtime for short-term employees unless all regular employees are employed. Such overtime shall not cause the layoff of any regular employees.

## **ARTICLE 14** **HOLIDAYS**

### **SECTION 14.1**

Eleven (11) paid holidays will be granted to all bargaining unit employees. For each holiday, employees will receive eight (8) hours of pay at the employee's straight time rate. The holidays are as follows: New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

### **SECTION 14.2**

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. If employee is on an unpaid leave, they will not receive holiday pay. A suspension without pay will result in the loss of holiday pay.

## **ARTICLE 15** **VACATION / PTO**

### **SECTION 15.1**

Employees currently covered by the "Traditional", "Time Off Plan" (TOP), and "PTO-11" shall be subject to the Plans as set forth in the EPM. All newly hired employees shall be subject to the PTO-11 plan also set forth in EPM. Employees on PTO-11 shall be allowed to schedule five (5) days off on an unpaid basis consistent with existing rules governing scheduling time off. If the PTO-11 plan is modified by the Employer, the new terms shall be implemented for the Local 196 bargaining unit.

## **SECTION 15.2**

Vacation/PTO pay as herein provided shall be in addition to any holiday pay to which an employee may be entitled. Allowances for vacation/PTO pay shall be in addition to any recognized holidays which may fall during an employee's vacation/PTO period.

All employees shall be entitled to a maximum carryover of up to one-year accrual of vacation/PTO time. 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.

## **SECTION 15.3**

Exceptions to vacation/PTO utilization may be permitted under extenuating circumstances with prior supervisory approval. All vacation/PTO requests are subject to supervisory approval and satisfaction of manpower requirements (staffing levels) as determined by the department.

Employees may take their annual vacation/PTO all at one time or divide their total time into separate periods. Any employee entitled to two (2) weeks' vacation/PTO or more may take up to forty (40) hours in not less than two (2)-hour increments with twenty-four (24) hour minimum notice to their supervisor. Vacation/PTO used in two (2) hour increments must be used at the beginning or end of the employee's shift, unless otherwise approved in advance by the supervisor. Remaining hours may be taken in one or more day increments (one day) with one week's notice.

Shift employees may take a leave of absence on designated Employer holidays.

When three (3) or four (4) vacation/PTO days are taken during a calendar work week in which a designated Employer holiday(s) occurs, this shall be considered as one (1) five (5) day increment for calculation purposes under the provisions of the vacation/PTO leave.

## **SECTION 15.4**

When an employee's service with the Employer is terminated, they shall receive compensation for accrued but unused vacation/PTO leave.

Vacation/PTO credit will not be accrued during any type of leave of absence without pay.

## **ARTICLE 16** **SICK LEAVE**

### **SECTION 16.1**

Employees currently covered by the "Traditional", "Time Off Plan" (TOP), and "PTO-11" shall be subject to the Sick Leave as set forth in the EPM. All newly hired employees shall be subject to the PTO-11 plan also set forth in EPM.

## **SECTION 16.2**

Sick leave for employees on the pre-2001 plan (not on TOP or PTO-11) shall be earned at the rate of one and one-quarter (1.25) days for each month employed by the Employer. Any employee who terminates employment and utilized unearned sick leave shall be required to repay the Employer for such time utilized upon their termination.

Sick leave with pay may be accumulated without limitation by employees on the pre-2001 plan. When such an employee has accumulated sick leave in excess of one hundred twenty (120) days, sick leave may be converted to vacation leave on the basis of (10) days sick leave for each day of vacation leave.

Sick leave for employees who have this benefit (pre-2001 and TOP) may be granted for any of the following reasons:

1. Incapacitation due to illness, injury, or disability;
2. Personal medical or dental appointments, which cannot be scheduled during non-working hours; or
3. Absence required by illness or disability of the employee's spouse, children, parents, parents-in-law, sisters, brothers, and other persons living in the employee's household.

Any use of sick leave for purposes other than those outlined in the EPM is not authorized. Misuse of sick leave may be grounds for disciplinary action.

## **SECTION 16.3**

The Employer will establish procedures for all employees per division to use and to notify supervisors of absence and intent to use sick leave. If sick leave is used for more than two (2) consecutive days, or in conjunction with other leave, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than three (3) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming the inability to be at work when there have been more than five (5) instances of absence for sick leave in any calendar year. Employees are responsible for obtaining a physician's statement when required. The Employer reserves the right to require an employee to be examined by an Employer appointed physician at the Employer's expense. Employees will be provided written results, if any, of physical examinations required by the Employer. If physical examination is initiated by the Employer pursuant to a Worker's Compensation Claim or injury, those results shall not be provided to employee.

Sick leave may also be used, at the employee's discretion, to supplement workers' compensation payments provided by the Employer or its insurance carrier in accordance with the provisions of the Illinois statutes for "in lieu" salary purposes. Said sick leave payments shall not exceed an amount equal to the difference between the employee's regular pay and said workers' compensation payments and may be paid until the employee returns to work or their accumulated sick leave credits are used up. The employee must inform Human Resources if they wish to supplement their workers' compensation payment with accrued sick leave. The



employee so electing will receive two checks: one from the Employer and one from the Employer's outside administrator.

All absences with pay granted under this provision shall be based on the reason given by the employee for the same as being valid and that the request is in conformance to the policies herein stated and shall be subject to investigation by the Employer. Errors of fact or omission on the part of the employee may be cause for loss of leave with pay or disciplinary action.

#### **SECTION 16.4**

Upon formal retirement from the Employer, bargaining unit employees (except those covered under PTO-11) shall convert up to 720 hours (90 days), or a prorated amount for part-time employees, of earned but unused sick leave to a Retirement Health Savings Plan (RHSP). The sick leave contribution to the RHSP is made at the employee's salary rate in effect on their 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 separation from employment with the Employer and qualifying for a pension as defined by IMRF. The Union agrees that if the Employer offers the non-union employees of the Employer the opportunity to contribute benefit time into a retiree health savings account, the Employer will make that benefit available to bargaining unit employees on the same date and under the same terms and conditions.

### **ARTICLE 17** **LEAVES OF ABSENCE**

#### **SECTION 17.1 – Family and Medical Leave**

Employees eligible under the Family and Medical Leave Act (FMLA) are entitled to leave as defined by the Employer's FMLA policy found in the EPM.

#### **SECTION 17.2 – Short-Term Leave of Absence (not covered under FMLA)**

Short-term leave without pay may be granted for a period of up to one month (four calendar weeks) during the calendar year, where the continued absence of the employee does not adversely affect the ability of the Employer to adequately perform its governmental function. A request for short-term leave shall be in writing to the Department Director and may be granted with the approval of the City Manager or their designee. At the completion of a short-term leave, an employee will return to their previous position and status without change to seniority or salary. The employee will not accrue vacation/PTO, sick leave, or holiday pay during this period. An employee's medical/dental insurance will remain intact provided that the employee makes an arrangement with the Employer to pay their employee premium contribution. If the employee does not return to work after a short-term leave, any other benefits paid by the Employer shall be repaid at termination by the employee. Any employee who does not report back to work at the end of an unpaid absence shall be considered to have terminated their employment with the Employer. This applies only to approved short-term leave. This does not apply to situations of exhausted sick leave. Short-term leave of absence is not intended as a substitute for sick leave.

### **SECTION 17.3 – Extended Leave of Absence (not covered under FMLA)**

Employees who exhaust a Short-Term Leave of Absence (See Section 17.2) may apply for an extended leave of absence. Application for an extended leave must be made prior to the expiration of the Short-Term Leave of Absence.

Extended leave without pay may be granted for a period in excess of one (1) month, but not to exceed one (1) year. In making its decision, the Employer will consider whether the continued absence of the employee will adversely affect the ability of the Employer to adequately perform its governmental functions. If extended leave is granted, the employee is not guaranteed to reinstatement to their former position. Instead, the employee may be replaced by a regular or temporary employee at the discretion of the Employer (upon recommendation of the Department Director and the approvals of the Human Resources Director and City Manager).

Requests for extended leave must be submitted in writing to the employee's Department Director and may be granted with the approval of the Department Director and the City Manager. Employees will not accrue sick leave, vacation, PTO, and/or holiday benefits during the period of such a leave of absence.

For the period of (unpaid) leave, employees who carry medical/dental insurance via the Employer will be required to properly elect COBRA coverage and pay the COBRA equivalent rate of 102% of the applicable premium(s). Failure to elect or pay will result in the cancelation of applicable group medical and/or dental insurance.

Long-term (extended) leave of absence is specifically not intended as a substitute for sick leave.

### **SECTION 17.4 – Special Leave of Absence**

The Employer agrees to grant a special leave of absence up to a maximum of ten (10) days per year without pay to the current chief steward during the life of this contract for the purpose of attending state, regional, or national conferences. If the current chief steward leaves that position, the next incumbent will be entitled to utilize a maximum of five (5) days of unpaid leave to attend state, regional, or national conferences. In addition, two (2) stewards will be granted a one-time two (2) day leave of absence without pay to attend a union steward training program during the life of this agreement. The Employer shall be consulted in advance to allow flexibility in scheduling work. No contract rights shall be lost during such leave of absence.

### **SECTION 17.5 – Absence Without Leave**

Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify their supervisor that they will be utilizing accrued leave. In addition, the employee will be regarded as absent without leave if they attempt to utilize leave to which they are not entitled. An employee who is absent without leave for two (2) days or more or is absent without leave on more than one (1) occasion during a year is subject to termination. Any attempt to use sick leave for any purpose other than those determined as proper, as outlined in the sick leave language of the contract, is considered absence without leave and is unauthorized.

### **SECTION 17.6 – Military Leave**

Military leave shall be granted in accordance with the law as outlined in the EPM. An employee anticipating military leave must register their military status with Human Resources, notify their immediate supervisor, and then furnish Human Resources with a copy of the official orders as soon as available. An employee going to and returning from military duty must submit their military earnings statement to Payroll to receive any salary provided for whether adjusted or not by the amount of the military pay.

### **SECTION 17.7 – 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 Employer 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 their 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 for jury duty received from the court.

### **SECTION 17.8 – Witness Fees**

Employees may be subpoenaed in the course of their employment and asked to provide records, give depositions or testify in court or in administrative hearings. Where the Employer is not a party to such proceedings and where the subpoena is lawful and calls for testimony or documents which the employee(s) possess (as a result of the performance of the employee(s) duties), time off with pay shall be granted for time reasonably necessary to respond to such subpoena. Such employees are also eligible for reimbursement for personal expenses incurred for responding to any such subpoena. Such employees should also be paid a witness fee and travel expenses for these services by the party requesting the subpoena and any such payment to employees must be endorsed to the Employer. Where the Employer is a party to such proceedings, time off with pay shall be granted and employees shall be eligible for reimbursement of such expenses only upon prior approval by the City Manager.

### **SECTION 17.9 – Personal Day and Compensatory Time**

All regular full-time employees shall be granted eight (8) hours per fiscal year of paid time for the purpose of transacting unexpected personal business effective January 1 of each fiscal year. Employees must pass their introductory period to be eligible to take their personal day. During the first fiscal year of employment, an employee will receive a proportionate amount of the personal day based upon time employed during the fiscal year. Employees hired under the PTO-11 plan shall not be entitled to the personal day.

Normally, employees must request their personal day at least 24 hours in advance and approval from the Department Director or designee is required. Employees shall have the right to take up to sixteen (16) hours of vacation/ PTO time, or compensatory time per year in one-hour increments. The personal day must be used by December 31 of each fiscal year. The time does not roll over to the following year nor will it be paid out if left unused by December 31.

All regular full-time employees have the right to accrue up to sixty (60) hours of compensatory time. Any unused compensatory time over 52 hours shall be converted to cash on the last day of the year and paid out through the regular payroll process on the first payroll in January.

#### **SECTION 17.10 – Funeral Leave**

Employees are entitled to Funeral Leave as defined by the Employer's Bereavement Leave policy found in the EPM.

#### **SECTION 17.11 – Maternity and New Parent Leave**

This benefit is provided per Employer policy as set forth in the Employer's EPM.

### **ARTICLE 18** **INSURANCE**

#### **SECTION 18.1 – Health Insurance**

The Employer shall provide group health insurance benefits to full-time employees subject to premium payments as set forth in Section 18.5 below. Nothing in this Agreement restricts the Employer's right to do the following: change insurance carriers, plan administrators or networks; self-insure and to change the method or manner of self-insurance; change benefit levels; 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); and 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 Employer.

#### **SECTION 18.2 – Dental Benefits**

Full-time employees will be allowed to participate in dental benefit programs offered by the Employer subject to premium payments as set forth in Section 18.5 below.

#### **SECTION 18.3 – Life Insurance**

The Employer also provides life insurance (in an amount equal to 1½ times the employee's base salary) for all covered employees.

## **SECTION 18.4 – Flexible Spending Accounts**

Employees may elect to participate in a Medical Expense Reimbursement Account and/or a Dependent Care Reimbursement Account which the Employer offers, as the same may be changed from time to time by the Employer.

## **SECTION 18.5 – Premium Contributions**

Employees participating in the Employer sponsored medical and/or dental insurance plan(s) shall pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the Employer, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the Employer each year of this contract on January 1<sup>st</sup>. The Employer shall have the right to implement new employee premium contribution rates on January 1<sup>st</sup> of each year consistent with the above language, regardless of whether the collective bargaining agreement has expired.

Medical and dental insurance employee premium contribution levels effective January 1, 2026, are appended to this Agreement as **Appendix A**. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. This language does not permit the Employer to change the current 20% employee premium contribution without first bargaining the issue with the Union.

## **ARTICLE 19** **WORKDAY AND SHIFT SCHEDULES**

### **SECTION 19.1**

The normal work week for the **Water Supply Division, the Distribution and Collection Division, and the Civil/Environmental Engineering and Construction Management Division** shall consist of forty (40) hours of five (5) consecutive days: Monday – Friday. The Employer may establish the following shifts and determine the minimum staffing required on each shift:

1. First Shift – 7:00am to 3:30pm
2. The Employer will assign employees (other than in CEECM) to the alternate work week of Tuesday through Saturday based upon the following selection process:
  - a) Employees who volunteer;
  - b) Selection based upon the bidding procedures of Article 9; and
  - c) Department assignment of no more than four (4) employees from the Water Supply, Distribution and Collection Division by least senior of the job classification in the Section needed, with no more than two (2) employees per Section. Employees required to work said shifts shall be given a 30-day calendar notice, unless the employee concurs with a shorter notice.
3. The Employer will assign employees in the Civil/Environmental Engineering and Construction Management (CEECM) Division to the alternative work week of Tuesday through Saturday as follows:
  - a) No more than one (1) qualified employee, to be determined by the Supervisor, will be assigned at any one time;

- b) Employees will be assigned no more than a maximum of ten (10) weeks in two five-week blocks;
- c) Assignment will occur only between May 1<sup>st</sup> and September 30<sup>th</sup>; and
- d) Employees will be given thirty (30) calendar day notice, unless the employee concurs with a shorter notice.

## **SECTION 19.2**

The normal work week for the Water Reclamation ("SWRC") Division shift personnel shall consist of forty (40) hours of five (5) consecutive days: Monday – Friday; Tuesday – Saturday; or Sunday – Thursday. The Employer may establish the following shifts and determine the minimum staffing required for each shift:

First Shift – 7:00am to 3:00pm  
Second Shift – 3:00pm to 11:00pm  
Third Shift – 11:00pm to 7:00pm

Lab: Tuesday through Saturday – 8:00am to 4:30pm

Shift differentials shall only be paid for hours worked at \$3.50 per hour for second shift and \$4.00 per hour for third shift.

Employees shall select shifts on a quarterly basis based on division seniority. Likewise, seniority shall determine the selection of the work week, including when temporarily transferred because of illness, absence, or a vacancy Sunday – Thursday, Monday – Friday, or Tuesday – Saturday within a given shift.

Regular division shift employees may be temporarily assigned to any shift due to employee absence illness or a vacancy. The following procedure will be followed by the Employer for these transfers:

1. For the first to the fifth day, no employee will be temporarily assigned;
2. After the fifth day, a regular shift employee may be temporarily reassigned to a different shift due to employee absence, illness, or a vacancy, without the necessity of any overtime payment. When a shift employee is reassigned, seniority will also control whether other employees will be "bumped" to accommodate the required reassignment; and
3. An absence of up to three (3) workweeks due to the use of scheduled vacation time shall not constitute an absence for purposes of this temporary assignment provision. It is understood that management, in making a temporary assignment, will select the employee with the lowest seniority from the first shift, except for introductory employees.

Employees required to work on a holiday will receive double their straight time hourly rate in addition to their holiday pay. Those who work the holiday will be allowed to elect to receive a vacation day in lieu of their holiday pay (not exceeding eight (8) hours) and those employees who do not work the holiday will receive regular holiday pay.

The normal hours for those assigned to the SWRC Wastewater Maintenance Section will work Monday through Friday, 7:00am to 3:30pm.

The position of Senior Water Utility Technician – Lab may be assigned a work week of Monday – Friday or Tuesday – Saturday. If the latter is assigned, management may allow Saturday or holiday 7:00am to 3:30pm work hours. The Employer, under normal conditions, will give a minimum of thirty (30) calendar days' notice and such adjustments may not be made more frequently than six (6) calendar months from the previous change.

### **SECTION 19.3**

Lunch periods shall be scheduled between 11:00am and 1:00pm, if possible. Employees on second and third shifts shall have their lunch scheduled between the fourth /and sixth hour of the shift. Employees who are in the field will have a forty-five (45) minute lunch period consisting of a thirty (30) minute unpaid and a fifteen (15) minute paid period with no afternoon break. Employees working at designated Employer facilities which have lunchrooms will have a thirty (30) minute unpaid lunch period. Wastewater Treatment Operators will receive a thirty (30) minute paid lunch period and shall not leave their workplace. All lunch time is from the time a person stops working until they start working again. Stopping to pick up meals, personal phone calls, and mingling with coworkers are all part of the lunch time. Employees who must leave their worksite in the field to wash up for lunch shall be granted up to ten (10) minutes for clean up at the closest available facility.

## **ARTICLE 20** **OVERTIME AND INCONVENIENCE PAY**

### **SECTION 20.1**

Whenever possible, the Employer will assign work to employees in their appropriate classifications. Where the needs of the business require, the Employer may temporarily assign employees to work outside of their classification. When an employee is temporarily assigned by their supervisor to a classification with a higher pay range, the employee shall receive the higher rate of pay of that classification. Payments shall reflect a one-quarter (1/4) hour minimum period. When an employee is temporarily assigned to a lower rated classification, they shall receive the rate of pay of their regular classification. Such temporary assignments shall not exceed ninety (90) days unless by mutual agreement between the Employer and Union Steward for the employee who is temporarily assigned.

### **SECTION 20.2**

A minimum of two (2) hours of overtime shall be assigned at a time. One and one-half (1½) of the employee's pay, as set forth in the Wage Schedule, shall be paid to any employee who reports to work on a scheduled overtime workday and is unable to work due to inclement weather or unforeseen circumstances. The employees reporting under this paragraph may be assigned appropriate duties during said minimum period.

### **SECTION 20.3**

One and one-half (1½) of the straight time regular hourly rate of pay shall be paid for all hours paid in excess of forty (40) hours in one (1) week. Overtime equalization and entitlement to meal allowance shall continue to be based upon hours worked over eight (8) in one (1) day. There shall be no pyramiding of overtime. An employee scheduled to work overtime on Sunday shall be paid at double their regular straight time hourly rate for all hours worked, except that this provision shall not apply to normal shift operations at the treatment plant.

### **SECTION 20.4**

The Employer will offer all eligible employees on the call out list, if applicable, at least one (1) opportunity to respond to a call out. If the employee(s) fail to respond to the call out, the Employer may take whatever action it deems necessary to fulfill its service obligations.

An employee called back to work after their regularly scheduled workday shall receive three (3) hours (inconvenience pay) at the straight time rate of pay, plus payment at applicable rates for actual time worked (with a one (1) hour minimum) when less than eight (8) hours' notice is given. When more than eight (8) hours' notice is provided to the employee, they shall only receive compensation for actual time worked at applicable rates.

Employees on designated stand-by or where an employee is required to work immediately after their regular work period are exempt from inconvenience pay. When called in, standby employees will only be paid for actual time worked (with a one (1) hour minimum at applicable rates).

Employees who are not offered overtime in accordance with their position on the overtime list shall be offered the next available overtime opportunity.

### **SECTION 20.5**

Except for employees who are eligible for a forty-five (45) minute lunch, a fifteen (15) minute relief period shall be given in each morning and afternoon unless there is an emergency or urgent business that needs to be accomplished. The relief period shall be given as near the middle of the session as circumstances will permit. These fifteen (15) minute periods will be considered and paid for as time worked. Employees shall not leave the job site during their break periods. One (1) employee working in the field may be allowed to leave the work site to obtain refreshments.

### **SECTION 20.6**

After an employee works sixteen (16) consecutive hours with intermission of meals included, or sixteen (16) hours in a twenty-four (24)-hour period or is required to work on a holiday or Sunday, such employee shall be paid at twice (2.0x) the current straight-time rate for all hours worked until released.

Employees meeting the sixteen (16) hour work thresholds are entitled to a mandatory rest period upon release, as outlined in Article 21 – Fatigue Management and Rest Periods. If the employee

is called back to work before completing their full eight (8) consecutive hours off duty, they shall continue to receive pay at double (2.0x) the current straight-time rate.

## **ARTICLE 21** **FATIGUE MANAGEMENT AND REST PERIODS**

### **SECTION 21.1 – Purpose**

The Employer and Union recognize that fatigue resulting from extended work hours, or work performed during the circadian nadir, poses a significant safety risk to employees, the public, and City infrastructure. This Article establishes mandatory rest periods to mitigate these risks.

### **SECTION 21.2 – Rest Period Defined**

A “Rest Period” is defined as a continuous, uninterrupted block of off-duty time of no less than eight (8) hours. During a Rest Period, the employee is relieved of all duties and is generally not subject to call-out, except under emergency operational conditions.

### **SECTION 21.3 – Eligibility Triggers**

An employee shall be entitled to an eight (8) hour Rest Period immediately preceding their next scheduled shift under any of the following conditions:

1. **Circadian Disruption:** The employee has performed three (3) or more hours of work (continuous or cumulative) between the hours of 10:00 PM and 3:00 AM immediately preceding their regularly scheduled shift.
2. **Extended Working Hours:** The employee works sixteen (16) consecutive hours (with intermission of meals included) or works sixteen (16) hours in the previous twenty-four (24) hour period.

### **SECTION 21.4 – Compensation for Rest Period Overlap**

If an earned Rest Period extends into the employee’s regularly scheduled work shift, the employee shall be excused from reporting for duty until the conclusion of the Rest Period. The employee shall suffer no loss of pay for this absence. The Employer shall compensate the employee at their regular straight-time hourly rate for all hours of the regular shift that coincide with the Rest Period. These hours shall be considered “hours worked” for the purpose of benefit accruals and overtime computation.

### **SECTION 21.5 – Interruption of Rest Period**

If emergency operational conditions require an employee to be recalled to duty before the completion of an earned Rest Period:

1. **Premium Pay:** The employee will be compensated at the double-time (2.0x) rate until they are finally released for a full eight (8) hour Rest Period.
2. **Clock Reset:** Upon final release, the eight (8) hour Rest Period clock resets, and the provisions of Section 21.4 shall apply to any new overlap with the regular shift.

## **SECTION 21.6 – Applicable Work Sections**

The Circadian Disruption provision outlined in Section 21.33(A) does not apply to the SWRC Wastewater Operations Section. All other provisions of this Article shall remain fully applicable to these employees.

## **ARTICLE 22** **STANDBY**

### **SECTION 22.1**

The Employer shall have the right to require employees to accept stand-by assignments at each division on the following basis:

1. A stand-by list will be posted thirty (30) days in advance at each division setting forth the division's stand-by schedule. The scheduled stand-by hours may be added to without notice or subtracted from with a minimum of seven (7) days' notice, depending upon the short-term operational requirements of the division. Non-scheduled stand-by assignments will be made as far in advance as possible;
2. The Employer shall endeavor to distribute stand-by assignments equally and impartially. Employees may trade stand-by assignments with the Employer's approval, not less than three (3) days before the duty assignment. The responsibility to provide a replacement is that of the employee and if they cannot secure any such replacement, then the assigned employee must perform the duty;
3. If no employee is available or qualified to perform the required service, then the Employer may utilize whatever means is necessary to perform the work; and
4. Stand-by assignments shall consist of a five (5) hour minimum period with additional hours added based on operational needs. Compensation for stand-by assignments shall be paid on the basis of one (1) hour straight time for the initial five (5) hour period at the employee's straight time rate of pay. Additional hours shall be paid on the ratio of 1:5 and rounded to the nearest quarter hour.

### **SECTION 22.2**

Employees on stand-by must be fit for duty (in accordance with all applicable Employer and Union Drug-Free Workplace policies). If applicable, the employee must verify proper operation of their Employer-furnished device before leaving the work premises. If they do not have an Employer-furnished device, and will not be at home, they must leave a phone number where they can be reached with the specified department representative as designated by departmental work rules or advise the department representative of how they can be reached. The Employer should also be advised when they return home. If circumstances make it impossible for them to respond as required, they must immediately notify the Employer. They must not extend their travel distance to the Employer beyond their residential area and they must be able to respond within a fifteen (15) minute period of time and report within a reasonable time under normal conditions. Employees failing to promptly respond while on stand-by shall be subject to discipline.

**SECTION 22.3**

Employees covered by this Agreement shall be allowed to transfer stand-by duty to another qualified employee within their Section for up to 50% of their scheduled stand-by opportunities within a calendar year. The employee transferring the stand-by opportunity shall be solely responsible for finding a replacement and shall notify their supervisor who the stand-by time will be transferred to not less than seven (7) days in advance of when the stand-by starts.

**ARTICLE 23**  
**MEAL ALLOWANCE**

**SECTION 23.1**

When an employee works three (3) hours of unscheduled overtime (with less than eight (8) hours' notice), they shall receive a meal allowance. A second meal allowance shall be paid when the employee works a subsequent five (5) hours of overtime.

If an employee can be temporarily released for a meal, they shall be given an allowance of fifteen dollars (\$15.00) and shall eat on the Employer's time. If they cannot be temporarily released, the Employer will either give the employee the meal money allowance or will furnish a meal which shall be eaten on the Employer's time at the job site, within a maximum of one-half (½) hour. If the employee cannot be released, they shall receive an additional one-half (½) hour of pay.

**ARTICLE 24**  
**INCLEMENT WEATHER**

**SECTION 24.1**

It is the intent of this provision that employees shall not be exposed to inclement weather conditions that would present a hazard to their health or safety, while still maintaining 24-hour per day operations of the department.

Accordingly, the employees shall not be required to work outside of vehicles or buildings on an extended basis. Outside work shall not be required when temperatures are below 0° F as designated by the approved thermometer at each division location. Exceptions to this shall include normal process control monitoring, distribution and collection, essential operations, and adjustment changes, which are able to be done in a minimal timeframe, as well as emergency operations.

Employees working under the provisions of this Article shall perform such duties as are assigned while indoors.

**ARTICLE 25**  
**TOOLS AND EQUIPMENT**

**SECTION 25.1**

As required by the job, the following shall be made available to the employee when necessary:

1. All tools to perform assigned job;
2. Rain gear – pants and jacket;
3. One pair insulated coveralls (full-bodied or bib overalls with full jacket);
4. Two pairs of lightweight coveralls;
5. One pair of safety shoes or steel/composite-toed safety boots, safety chains for boots as needed;
6. Cloth gloves as needed – 3 weights, light, medium, and heavy;
7. Rubber gloves as needed;
8. One hard hat;
9. Prescription or non-prescription safety glasses, replaced as needed. No payment for eye examinations and no payment for frames in excess of standard frames;
10. One set of ear plugs or earmuffs;
11. One pair of rubber hip boots;
12. First-aid and general supplies kit;
13. Traffic safety vests as needed; and
14. Lab equipment including safety goggles, lab aprons, lab coats, safety gloves, sampling gloves, rain suits, heat resistant gloves as needed, and pullover or buckle boots as needed.

The Employer shall provide employees up to \$300.00 toward the cost of replacing safety shoes or boots as needed.

**ARTICLE 26**  
**SUPERVISORY WORK**

**SECTION 26.1**

Management personnel shall devote no more than three (3) hours of their time during a regular workday to work generally assigned to bargaining unit employees and shall not perform work which will directly cause loss of existing bargaining unit jobs. Management personnel will not be scheduled on a regular basis to operate or maintain the auger tractor or other heavy equipment and/or to provide shift coverage, except for training purposes or during emergency situations. This provision shall not apply to weekend overtime work where a sufficient number of bargaining unit personnel have not volunteered for overtime duty.

**SECTION 26.2**

Union/Management meetings shall be held twice a year (once in May and once in November) to discuss, as necessary, any concerns or clarifications regarding the type of work performed by management personnel. The Director of Water & Wastewater Utility and the Lead Union Steward shall schedule the date, time, and location for each meeting.

**ARTICLE 27**  
**DUES DEDUCTION**

**SECTION 27.1 – Dues Deduction**

While this Agreement is in effect, the Employer will deduct from each employee's paychecks the regular union dues assessed by the Union for each employee in the bargaining unit who has filed with the Employer a voluntary, effective checkoff authorization. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer.

The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform percentage or dollar amount which will be considered the regular union dues no more than two times each year during the life of this Agreement. The Union will give the Employer thirty (30) days' notice of any such change in the amount of union dues to be deducted.

**SECTION 27.2 – Indemnification**

The Union and the Employer agree to indemnify and hold the Employer harmless against any claims, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Union or the Employer acting in good faith, in complying with the provisions of this Article.

**ARTICLE 28**  
**SAVINGS CLAUSE**

**SECTION 28.1**

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 any Federal or State 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 29**  
**SAFETY COMMITTEE**

**SECTION 29.1**

The Employer and the Union agree to establish a joint safety committee composed of two (2) representatives appointed by each party for the purpose of studying safety issues and making recommendations concerning rules governing safe work practices and a safety program. The

safety committee shall meet as needed. Any safety rules or safety program recommended by the joint safety committee shall be referred to the Department Director for study and review.

## **ARTICLE 30** **WAGES**

### **SECTION 30.1 – Wages**

The hourly rate of pay effective January 1, 2026, for all classifications and steps is published in **Appendix B** attached hereto. All wage increases shall be retroactive to January 1, 2026, for the term of the instant agreement only. Movement from Step 1 to Step 2 shall occur on the employee's anniversary date. Subsequent step movement shall occur on January 1.

Employees who were employed in the Utility Technician II or Utility Technician IV classification prior to implementation of the 2021 wage scale shall receive a \$.40 per hour add on to their wage rate under the new wage scale of Utility Technician and Senior Utility Technician.

### **SECTION 30.2 – Certification Bonus**

The Employer shall pay an annual lump sum bonus of \$500.00 to any employee who attains and/or maintains a Class "D" Certified Water Operator Certification; a Class "C" Certified Water Operator Certification; and/or a Class "1" "2" "3" and/or "4" Certified Wastewater Operators Certification. This bonus is to be paid upon certification. Payment for any or all certifications shall be cumulative but in no case shall exceed \$3,000.00 annually. The bonus will be paid on the first payroll of December each year. To be paid for a certification in a given year, the employee must attain the certification by June 30<sup>th</sup>.

## **ARTICLE 31** **COMMERCIAL DRIVER'S LICENSE (CDL)**

### **SECTION 31.1 – Commercial Driver's License (CDL)**

The Employer shall reimburse employees who are required to have a Commercial Driver's License for the fees above the standard driver's license fees required to obtain and maintain the CDL.

## **ARTICLE 32** **ENTIRE AGREEMENT**

### **SECTION 32.1 – Entire Agreement**

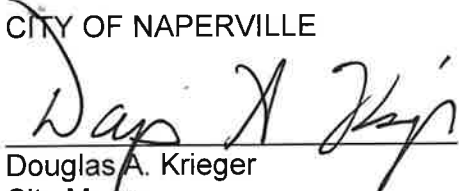
This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the management rights clause.

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 matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and Union, for the duration of this Agreement, each 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 the agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. Said waiver includes a waiver of any obligation to bargain over the impact of the Employer's exercise of its rights specified herein, on wages, hours, or terms and conditions of employment.

The foregoing does not limit any right the union otherwise possesses to file a grievance pursuant to Article 4 of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

CITY OF NAPERVILLE

  
\_\_\_\_\_  
Douglas A. Krieger  
City Manager

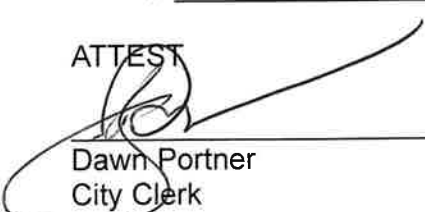
IBEW LOCAL NO. 196

DocuSigned by:  
  
\_\_\_\_\_  
4A09840B90EF452  
Business Manager

DATE: 6/10/26

DATE: 6/8/2026

ATTEST

  
\_\_\_\_\_  
Dawn Portner  
City Clerk

(SEAL)      DATE: \_\_\_\_\_



## APPENDIX A

### City of Naperville Health Plan Comparison

Plan Design	Effective 1/1/2026		
<b>HDHP (HSA) with Advantego</b> Dr. Office Visit (In-network)- PCP/Specc Individual Deductible Family Deductible Co-insurance Individual COP Max. (including Ded) Family COP Max. (including Ded) Inpatient Hospital Stay Outpatient Facility Copay Outpatient Surgery Rehabilitation (max per year all therapies - 60 visits) ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) <b>Pharmacy Provider</b>	In-Network \$25 PCP /\$50 Spec N/A N/A 100% \$2,500 \$5,000 \$250 per day (max \$750 per stay or calendar year) \$150 \$0 \$25/visit \$000	Out-of-Network NO COVERAGE PRIMARY CARE PHYSICIAN MUST DIRECT ALL CARE	
	\$10/\$40/\$60/\$700 \$2,500 Ind/\$5,000 Family Prime Therapeutics		
<b>BCBS - PPO</b> Dr. Office Visit (In-network)- PCP/Specc Virtual Visit Individual Deductible Family Deductible Co-insurance* Individual COP Max. (including Ded) Family COP Max. (including Ded) Outpatient Facility-Imaging* CT/PET scans, MRI Outpatient Facility-Diagnostic Tests: X-rays, blood work *Empower Wellbeing Mgmt. Prior authorization required for cardiology, advanced imaging and sleep medicine. Inpatient Hospital Stay ER Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) <b>Pharmacy Provider</b>	<b>Blue Choice PPO</b> \$20 PCP/\$40 Spec, then 80%, \$0 Wellness \$10 copay \$500 \$1,500 15% \$3,000 \$9,000 15% after Deductible and pre-authorization* 10% after Deductible and pre-authorization* Prior authorization required 15% 15% After Deductible	<b>PPO</b> \$30 PCP/\$50 Spec, then 65%, \$0 Wellness \$10 copay \$1,000 \$3,000 35% \$4,000 \$12,000 35% after Deductible and pre-authorization* 35% after Deductible and pre-authorization* Prior authorization required 35% 15% after Deductible	<b>Out-of-Network</b> Deductible/co-insurance \$10 copay \$2,000 \$6,000 50% \$6,000 \$18,000 Deductible/co-insurance and pre-authorization* Deductible/co-insurance and pre-authorization* Prior authorization required 50% 15% After Deductible
	20% Reimbursed Up to max copay of \$10/\$40/\$60/\$100 \$2,500 Ind/\$5,000 Family <b>CVS/Caremark</b>		
<b>BCBS PPO (HSA) with Advantego</b> Dr. Office Visit (In-network)- PCP/Specialist Hospitalization Virtual Visit Individual Deductible Employee + Spouse Deductible Employee + Child(ren) Deductible Family Deductible Co-insurance ** *Empower Wellbeing Mgmt. Prior authorization required for cardiology, advanced imaging and sleep medicine. Individual COP Max. (including Ded) Emp + Spouse COP Max. (including Ded) Emp + Child(ren) COP Max. (including Ded) Family COP Max. (including Ded) Emergency Room Copay Rx Copays (In-Network) RX Out of Pocket Maximum (Ind/Family) Generics only Preventive Therapy Drug List <b>Pharmacy Provider</b>	<b>Blue Choice PPO</b> 15% After Deductible 100% Wellness 15% After Deductible \$2,500 \$5,000 \$6,000 \$6,000 \$8,000 15% / 85% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 15% After Deductible*	<b>PPO</b> 35% After Deductible* 100% Wellness 15% After Deductible \$2,500 \$5,000 \$6,000 \$6,000 \$8,000 35% / 65% * Prior authorization required \$5,000 \$10,000 \$10,000 \$10,000 15% After Deductible*	<b>Out-of-Network</b> 50% After Deductible + 15% After Deductible \$3,000 \$6,000 \$6,000 \$6,000 30% / 50% * Prior authorization required \$10,000 \$15,000 \$15,000 \$15,000 15% After Deductible*
	20% After Deductible Combined with Medical Out Of Pocket Max 20% before Deductible <b>CVS/Caremark</b>		
<b>High Deductible Health Savings Account</b> <b>City Discretionary Contribution into Health Savings Account</b> Employee Employee + Spouse Employee + Children Employee + Family <b>Matching Contribution Program</b> Employee Employee + Spouse Employee + Children Employee + Family	<b>PPO High Deductible Health Savings Account</b> <b>Before Tax Contribution</b> \$1,250 per year (\$625 Jan / \$625 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,500 per year (\$1,250 Jan / \$1,250 July) \$2,800 per year (\$1,400 Jan / \$1,400 July) <b>Matching Contribution Program</b> Before Tax Contribution Maximum from City \$700 \$1,300 \$1,300 \$1,500		

<b>City of Naperville 2026 Rates</b>					
	Total Monthly Premium	80% Employer Monthly Rate	20% Employee Monthly Rate	City Cost per pay period	Employee Cost per pay period
<b>Blue Cross Medical Plans</b>					
<b>HMO Blue Advantage</b>					
Employee	\$ 912.42	\$ 729.94	\$ 182.48	\$ 364.97	\$ 91.24
Employee + Spouse	\$ 1,805.10	\$ 1,444.08	\$ 361.02	\$ 722.04	\$ 180.51
Employee + Child(ren)	\$ 1,738.56	\$ 1,390.85	\$ 347.71	\$ 695.42	\$ 173.86
Employee + Family	\$ 2,722.58	\$ 2,178.06	\$ 544.52	\$ 1,089.03	\$ 272.26
<b>PPO Plan</b>					
Employee	\$ 1,052.18	\$ 841.74	\$ 210.44	\$ 420.87	\$ 105.22
Employee + Spouse	\$ 2,207.03	\$ 1,765.62	\$ 441.41	\$ 882.81	\$ 220.70
Employee + Child(ren)	\$ 2,176.93	\$ 1,741.54	\$ 435.39	\$ 870.77	\$ 217.69
Employee + Family	\$ 3,340.98	\$ 2,672.78	\$ 668.20	\$ 1,336.39	\$ 334.10
<b>PPO Plan - Health Savings Account</b>					
Employee	\$ 668.99	\$ 535.19	\$ 133.80	\$ 267.60	\$ 66.90
Employee + Spouse	\$ 1,408.34	\$ 1,126.67	\$ 281.67	\$ 563.34	\$ 140.83
Employee + Child(ren)	\$ 1,360.50	\$ 1,088.40	\$ 272.10	\$ 544.20	\$ 136.05
Employee + Family	\$ 2,107.06	\$ 1,685.65	\$ 421.41	\$ 842.82	\$ 210.71
<b>Delta Dental</b>					
Employee	\$ 41.22	\$ 32.98	\$ 8.24	\$ 16.49	\$ 4.12
Employee + 1 (Spouse or 1 Child)	\$ 84.60	\$ 67.68	\$ 16.92	\$ 33.84	\$ 8.46
Employee + Children	\$ 113.63	\$ 90.90	\$ 22.73	\$ 45.45	\$ 11.36
Employee + Family	\$ 143.17	\$ 114.54	\$ 28.63	\$ 57.27	\$ 14.32
<b>EyeMed Vision</b>					
Employee	\$ 5.28				\$ 2.64
Employee + One	\$ 10.32				\$ 5.16
Employee + Family	\$ 15.47				\$ 7.74

APPENDIX B

January 1, 2026 - December 31, 2029

POSITION	Step	2026 15.00%	2027 7.00%	2028 5.00%	2029 2.00%
<b>Water Utility Technician</b>	1	\$32,3421	\$34,6061	\$36,3364	\$37,0631
***Job Code 3070 = No CDL required	2	\$33,4211	\$35,7605	\$37,5486	\$38,2995
***Job Code 3072 = CDL required	3	\$34,5001	\$36,9151	\$38,7609	\$39,5361
	4	\$35,5790	\$38,0696	\$39,9731	\$40,7725
	5	\$36,6580	\$39,2240	\$41,1852	\$42,0089
	6	\$37,7496	\$40,3920	\$42,4116	\$43,2599
	7	\$38,8285	\$41,5465	\$43,6238	\$44,4963
	8	\$39,9074	\$42,7009	\$44,8360	\$45,7327
	9	\$40,9863	\$43,8554	\$46,0482	\$46,9691
	10	\$42,0653	\$45,0098	\$47,2603	\$48,2055
POSITION	Step	2026 15.00%	2027 7.00%	2028 5.00%	2029 2.00%
<b>Senior Water Utility Technician</b>	1	\$34,9571	\$37,4041	\$39,2743	\$40,0598
***Job Code 3071 = No CDL required	2	\$36,3406	\$38,8844	\$40,8286	\$41,6452
***Job Code 3073 = CDL required	3	\$37,7114	\$40,3512	\$42,3687	\$43,2161
	4	\$39,0949	\$41,8316	\$43,9232	\$44,8016
	5	\$40,4659	\$43,2985	\$45,4634	\$46,3727
	6	\$41,8494	\$44,7789	\$47,0178	\$47,9582
	7	\$43,2203	\$46,2458	\$48,5580	\$49,5292
	8	\$44,6039	\$47,7262	\$50,1125	\$51,1147
	9	\$45,9747	\$49,1929	\$51,6526	\$52,6856
	10	\$47,3583	\$50,6733	\$53,2070	\$54,2712
POSITION	Step	2026 15.00%	2027 7.00%	2028 5.00%	2029 2.00%
<b>Wastewater Treatment Operator-In-Training (OIT)</b>	1	\$34,9571	\$37,4041	\$39,2743	\$40,0598
	2	\$36,3406	\$38,8844	\$40,8286	\$41,6452
	3	\$37,7114	\$40,3512	\$42,3687	\$43,2161
	4	\$39,0949	\$41,8316	\$43,9232	\$44,8016
***Steps 3 through 10 are only available to current IBEW 196 members who are transitioning into the OIT role and maintaining their Step placement.	5	\$40,4659	\$43,2985	\$45,4634	\$46,3727
	6	\$41,8494	\$44,7789	\$47,0178	\$47,9582
	7	\$43,2203	\$46,2458	\$48,5580	\$49,5292
	8	\$44,6039	\$47,7262	\$50,1125	\$51,1147
	9	\$45,9747	\$49,1929	\$51,6526	\$52,6856
	10	\$47,3583	\$50,6733	\$53,2070	\$54,2712
POSITION	Step	2026 15.00%	2027 7.00%	2028 5.00%	2029 2.00%
<b>Wastewater Treatment Operator</b>	1	\$37,2571	\$39,8651	\$41,8584	\$42,6955
	2	\$38,6371	\$41,3417	\$43,4088	\$44,2770
	3	\$40,0171	\$42,8183	\$44,9592	\$45,8584
	4	\$41,3971	\$44,2949	\$46,5097	\$47,4399
	5	\$42,7771	\$45,7715	\$48,0601	\$49,0213
	6	\$44,1571	\$47,2481	\$49,6105	\$50,6027
	7	\$45,5371	\$48,7247	\$51,1610	\$52,1842
	8	\$46,9171	\$50,2013	\$52,7114	\$53,7656
	9	\$48,2971	\$51,6779	\$54,2618	\$55,3471
	10	\$49,6771	\$53,1545	\$55,8122	\$56,9285