

**AGREEMENT**

**BETWEEN**

**IBEW LOCAL UNION NO. 9**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**(AFL-CIO)**

**CITY OF NAPERVILLE, ILLINOIS**

**DEPARTMENT OF PUBLIC UTILITIES - ELECTRIC**

**MAY 1, 2016 – DECEMBER 31, 2020**

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**AGREEMENT BETWEEN IBEW LOCAL 9**  
**AND**  
**CITY OF NAPERVILLE**

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION NO. 9**

**(AFL - CIO)**

**AGREEMENT WITH THE CITY OF NAPERVILLE**

**PREAMBLE**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2016, between the CITY OF NAPERVILLE, ILLINOIS (hereinafter referred to as the "Employer"), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 9 (hereinafter referred to as the "Union").

Inasmuch as the Employer and Union desire to establish a standard of conditions under which the employees shall work for the Employer's Department of Public Utilities - Electric during the term of this Agreement and desire to regulate the mutual relations between the parties with a view to securing harmonious cooperation and for the prompt settling of any disputes without interruption of work, IT IS AGREED AS FOLLOWS:

None of the provisions of this Agreement shall be construed to require either the Employer or Local Union No. 9 to violate any federal or state laws. In the event that any such provision of this Agreement should conflict with any such laws, such provision(s) shall be modified to the extent necessary to conform to such laws.

All work performed by the employees of the Department of Public Utilities-Electric shall be in compliance with established safety rules as promulgated by the City of Naperville and all applicable local, state and federal laws.

## ARTICLE 1

### RECOGNITION

Section 1.1: The Union is recognized as the sole collective bargaining agent with respect to rates of pay, hours of employment and other terms and conditions of employment for all employees working in the Department of Public Utilities-Electric Utility, which includes the following positions: Substation Crew Leader, Crew Leader, Service Truck Operator, Substation Line Electrician, Journey-Line Electrician, Apprentice Line Electrician, Lead Automated Metering Infrastructure Technician, Automated Metering Infrastructure Technician, Utility Locate Technician I & II, Senior Substation Crew Leader, Lead Automation and Communication Field Technician, Automation and Communication Field Technician, Utility Equipment Operator, Ground Technician, Lead Stocker, Tool Room Technician, Stocker, System Controller, Lead Meter Reader, and Meter Reader. The following positions are excluded: Office and Clerical Employees, Drafters and Supervisors, Professional Managerial and Confidential Employees, as defined by the Illinois Public Labor Relations Act, as amended.

## ARTICLE 2

### NON-DISCRIMINATION

Section 2.1: No official, agent or employee of the Employer 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 handicap 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 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 2.2: Neither the Employer nor Union shall discriminate against any employee for engaging in or refusing to engage in union activities.

Section 2.3: Gender - The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2.4: Any change from the use of the word "will" to the word "shall" is mutually understood to be for clerical convenience only and is not intended to cause any substantive change to the agreement or past practice.

## ARTICLE 3

### MANAGEMENT RIGHTS

Section 3.1: All the functions of management 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. These rights include, but are not limited to, the following:

1. To determine the mission, policies and standards of service offered to the public by the City;
2. To determine the means, methods, organization and place of operations,
3. To determine the budget;
4. To determine what work or services shall be performed by the employees;
5. The right to hire, discipline, or to discharge employees for cause;
6. To transfer, promote or relieve employees from duty because of lack of work or for other legitimate reasons;
7. To maintain discipline, order and efficiency;
8. To train employees;
9. To make, alter and enforce reasonable work rules, regulations, safety rules, orders, procedures and policies;
10. To introduce new and improved methods, materials, equipment or facilities;
11. To change or eliminate existing methods, materials, equipment or facilities;
12. To contract out work, provided that the contracting out of work is not be used for purposes of discrimination against any employee for membership in the Union; and
13. To take necessary actions to carry out the mission of the Employer's electric 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 3.2: All personnel matters not specified or provided for in this Agreement shall be subject to the provisions of the City of Naperville's Employee Policy Manual and related personnel

policies of which the employees and the Union shall be notified. Discipline imposed for violations of the City of Naperville's Employee Policy Manual and related personnel policies shall be subject to Article 5 ("Grievances and Grievance Procedure") of this Agreement.

## ARTICLE 4

### UNION BUSINESS

Section 4.1: General Union business shall not interfere with the Steward's performance of work during his regular working hours. The Union may appoint Stewards. Any request by employees in the bargaining unit 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 shall be permitted to leave work during regular working hours with prior permission from his supervisor, which shall not be unreasonably withheld. Such business shall include dealing with emergencies and attendance at scheduled meetings with Employer's management to adjust grievances.

Section 4.2: Non-employee officers and representatives of the Union shall have reasonable access to the Employer's premises during working hours with reasonable advance notice to the Director of Public Utilities or the Director's designee. Such visits 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 access.

## ARTICLE 5

### GRIEVANCES AND GRIEVANCE PROCEDURE

Section 5.1: Grievances shall be handled in accordance with the steps set forth below. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee, represented by the Union, against the Employer involving the meaning, interpretation or application of a provision(s) of this Agreement. 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. Before a formal grievance is initiated, the Union steward, with or without the employee, shall discuss the matter with the employee's immediate supervisor within three (3) business days. If the problem is not resolved, the following procedure shall be used to adjust the grievance. The grievance procedure set forth in this Article 5 shall be the sole and exclusive means for discussing and processing grievances as defined herein

- STEP 1: The grievance shall be reduced to writing and presented by the employee or Union Steward to the Electric Distribution Manager, Electric Supply and Control Manager, Electric Engineering Manager, Utility Support Services Manager, within five (5) days following the event that gave rise to the grievance. It shall contain a statement of facts, the provision(s) of this Agreement that is 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 his answer in writing to the employee or Union Steward within five (5) business days after receipt of the grievance.
- STEP 2: If not adjusted in Step 1, the grievance shall be submitted to the Director of Public Utilities-Electric or his designated representative within five (5) business days of the answer in Step 1. A meeting shall be held at a mutually agreeable time and place with the Director of Public Utilities-Electric, or his designated representative, and the Business Manager of the Union, or his designated representative. 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 Director of Public Utilities-Electric, or his designated representative, shall give the Union the Employer's answer in writing within seven (7) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the City Manager within five (5) business days after receipt of the Employer's answer in Step 2. Thereafter, the City Manager, or his designee, and the Department Head, or other appropriate individual(s), as desired by the City Manager, shall meet with the grievant, the Union Steward involved and a representative of the Union, if desired by the employee, within five (5) business days of receipt of the Union's appeal, if possible. If no agreement is

reached, the City Manager, or his designee, shall submit a written answer to the Union within fifteen (15) business days following the meeting.

If the grievance is not settled in Step 3 and the Union or the Employer desires to appeal the grievance from Step 3, the Union and/or the Employer may refer the grievance to arbitration within fifteen (15) business days of receipt of the City's written answer as provided to the Union at Step 3.

STEP 4: If the matter is not settled in Step 3, the Union or the Employer, but not an individual employee or employees, may submit this dispute to arbitration in writing to the other party, within fifteen (15) business days after the answer is given at Step 3.

When arbitration is requested by either party, the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators, pursuant to the rules of the FMCS, by the requesting party. If no request for arbitrators is made within thirty (30) calendar days of the Step 3 answer, the request for arbitration shall be considered waived and withdrawn. Both parties shall have the right to strike three (3) names from the list of arbitrators provided by the FMCS. One party shall strike the first name, the other party shall strike a second name, and so on and the remaining person shall be the Arbitrator. The order of striking shall be determined by a coin toss. Either party shall have the right to reject one list of Arbitrators and ask for a new list from the FMCS within fourteen (14) calendar days of said list being provided by FMCS. If no party rejects the list, the striking of arbitrators set forth above shall occur within thirty (30) calendar days of the list being provided by FMCS unless the parties mutually agree to extend said date.

Section 5.2: 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 the Union and the Employer representatives.

Section 5.3: The Union and the Employer shall have the right to request the arbitrator to require the presence of witnesses and documents. The Union and the Employer retain the right to employ legal counsel at their own cost.

Section 5.4: More than one grievance may be submitted to the same arbitrator if both parties mutually agree, in writing.

Section 5.5: The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree to extend said date.

Section 5.6: The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative(s) and non-employee witnesses.

Section 5.7: 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 the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievant as submitted in writing at Step 1. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with applicable laws. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the parties.

Section 5.8: Time Limit for Filing. Grievances not appealed within the time limits set forth in the Article shall be considered waived and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof with the specified time limits or any agreed extension thereof, the grievance shall be considered settled on the basis of the last Union answer given. The time limits set forth by this Article may be extended by mutual agreement of the parties.

## ARTICLE 6

### DUES, DEDUCTION AND FAIR SHARE

Section 6.1: Dues Deduction. While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each pay period the regular monthly union dues assessed by the Union for each employee in the bargaining unit who has filed with the Employer a voluntary, effective check-off authorization. If a conflict exists between the authorization form and this Article, the terms of this Article, and this Agreement, shall control.

A union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. 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 dollar amount which will be considered the regular monthly fees once each year during the life of the Agreement. The Union shall give the City thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 6.2: Fair Share. Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a Fair Share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their employment, also be required to pay a fair share as defined above.

With respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employees, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject to the following:

- A. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;
- B. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

- C. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial Arbitrator selected from a panel of five (5) Arbitrators from the FMCS Arbitration Service for the purpose of determining and resolving any objections the employee may have to the fair share fee. The employee shall have the right to strike first on panel selection.

Section 6.3: Objections on Other Grounds. Any non-Union member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employees' wages, hours and conditions of employment.

Any employee with such an objection shall process his objection in accordance with the notice and objection procedure established by the Union, which procedure shall be consistent with the requirements of the applicable law.

Section 6.4: Religious Obligations. An objection to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet, teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union shall make payment on behalf of the employee to a nonreligious charitable organization mutually agreed upon by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board and shall not be inconsistent with Section 6G of the Act, as amended.

Section 6.5: Indemnification. The Union shall indemnify and save the City 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 7

### NO STRIKE - NO LOCKOUT

Section 7.1: During the term of this Agreement, there shall be no lockout, strike, sympathy strike involving city represented employees or bargaining units, work stoppage, picketing, slowdown or other form of interference with production, 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 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 who violate this article to immediately return to work.

## ARTICLE 8

### SENIORITY

Section 8.1: Seniority as used herein shall be the employee's length of service in continuous employment with the Employer within the bargaining unit from the date of his last employment. 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:

- A) When laid off for a period of more than two (2) years.
- B) When an employee resigns his employment with the Employer.
- C) When an employee fails to return to work within one (1) week after the mailing of a written notice by the Employer through registered mail, to his last known address, requesting such return.
- D) When an employee fails to report for work on three (3) successive work days without notifying the Employer, and without showing just cause for the failure to so report.
- E) When an employee is discharged for cause and not reinstated.
- F) When an 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: If any employee covered by this Agreement is injured while in the performance of his duty, he shall be entitled to his former position upon his recovery with full seniority rights, provided he is physically qualified to return to work, as certified by a physician of his choice. If the Employer disagrees with the employee's physician, the Employer can select a physician of its own to examine the employee. If the parties disagree they will chose a third, neutral doctor whose determination shall be final. In the case of his return, other employees moved up or hired because of his absence shall consent to such demotions, terminations, or layoffs as may be necessary under the circumstances.

Section 8.4: Seniority by job classification shall prevail in layoffs and rehiring, subject to fitness and ability of the employee to do the required work.

Section 8.5: There shall be no layoff while electrical contractors are performing work on or affecting the following operations in the Employer's electric utility substations; 34KV feeders, overhead and underground; distribution system, defined as 15KV rated or below; duct bank system, including new installations; or fiber optic systems. If a layoff has occurred and the electrical work set forth above is to be contracted out, then all employees laid off shall first be rehired, and reinstated back to their original classification before any work is performed by any electrical contractors.

## ARTICLE 9

### PROMOTIONS AND VACANCIES

Section 9.1: Whenever a permanent job vacancy develops or is expected to develop, the job will be posted in a location designated by the Employer for five (5) days, exclusive of Saturdays, Sundays, and Holidays, 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 principles set forth in Article 9, Section 2 of this Agreement. Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to satisfactorily perform the work; from offering the posted vacancy to a qualified employee who did not apply for the job where no qualified employee has bid for the job, as provided above; from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting; or if none of the applicants has the ability to satisfactorily perform the work involved. Provided, however, that within this period the employee shall be given ninety (90) days to acquaint himself with the job and prove his ability to perform the work with the exception of Substation Line Electrician whose probation shall be one hundred and eighty (180) days. Should any employee at the end of such period prove unfit or unable to perform the job to which he was promoted or transferred, he shall return to his former job without any loss of seniority. All promotions or transfers within the bargaining unit shall be considered as "acting" during said ninety (90) day period (except Substation Line Electrician which shall be one hundred and eighty (180) days), with the appropriate pay increase. This period may be extended up to an additional ninety (90) days when the Employer has sufficient reason for such extension. If any such promoted or transferred employee returns to his former job, other employees moved up because of said promotion or transfer shall consent to such demotions or layoffs as may be necessary under the circumstances.

Section 9.2: In making promotions or demotions, where qualifications are substantially equal, seniority in the job classification and division shall govern. Final determination of qualifications shall be made by the Employer.

Section 9.3: When a Journey-Line Electrician comes to work with a qualified Union card, he shall receive the pay for the Journey-Line Electrician classification.

Section 9.4: The position of Service Truck Operator is a promotional job and shall be posted for promotion in accordance with Sections 9.1 and 9.2 above.

Section 9.5: To advance from one step to another within the Apprenticeship Program, an employee must satisfactorily complete his current step. In the event an employee does not complete a step in a satisfactory manner, the employee will be required to repeat the step, and remain at the same rate of pay. A step is a six month period of time and may be repeated only one time. Should an employee be held back to repeat a step, a review will be completed after three months to provide

feedback to the employee. If the employee's performance is not satisfactory at the end of the repeated step, the employee will be terminated from this position. Advancement to the next step or termination will be based on the consensus determination of a committee consisting of management and union representatives.

If extenuating circumstances result in an employee being absent from work for more than four consecutive weeks (one week being seven calendar days), the employee's current step will be extended by the length of the absence. The employee shall remain at the same rate of pay during said extension.

## ARTICLE 10

### INTRODUCTORY PERIOD

Section 10.1: The service of any employee shall be introductory for a period of one hundred eighty (180) days from the first day of employment, which period shall be known as the trial introductory period, except that Apprentice Line Electricians shall be introductory for a period of one (1) year. During the introductory period, employees shall receive no seniority credit and shall be subject to dismissal without recourse to the grievance and arbitration procedure herein provided. Employees during the introductory period shall have no right to claim any of the benefits granted to regular employees hereunder. Upon completion of the introductory period, employees shall be placed on the regular seniority list.

Section 10.2: Apprentice Line Electricians completing three and one-half (3-1/2) years of satisfactory testing and review shall receive top pay in their classification. Journey-Line Electrician seniority shall start upon completion of an apprenticeship.

## ARTICLE 11

### SHORT TERM EMPLOYMENT

Section 11.1: A short-term employee is an employee who is employed for less than two (2) 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 a 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 Section. A short-term employee shall not be hired to supplant any full time position. A short-term employee shall not be permitted to perform Apprentice Line Electrician work, to operate or drive line trucks, service trucks, trenchers or backhoes. Short-term employees shall also not be permitted to relamp street lights, replace lights refractors, make splices or any electrical connections, or to install underground cable for power purposes.

Section 11.2: Qualified Journey-Line Electricians may be employed as full time temporary help, subject to Article 9, Section 9.3, and shall be paid at the journeyman's rate. A temporary full time Journey-Line Electrician will not be placed on standby unless accompanied by a permanent full time Journey-Line Electrician.

## ARTICLE 12

### SAFETY

Section 12.1: The Employer shall continue its present policy of providing for the safety and health of employees during the hours of their employment. The Employer, in cooperation with the Union, shall implement safety rules and policies, based on established industry safe work practices and current Federal, State and Local regulations. The Employer shall bear responsibility for maintaining a safe and healthy workplace, and employees shall be held accountable for complying with all established safety and health policies/procedures that are made available to them as a condition of employment.

Section 12.2: The Employer agrees to furnish all necessary personal protective equipment as related to an employee's job duties and/or description. All required testing of protective equipment is the Employer's responsibility. Proper care and inspection of protective equipment is the responsibility of employees, normal wear and tear excluded.

Section 12.3: The Employer and the Union agree to continue the established Joint/Labor Management Safety meetings as a means to address safety issues and concerns raised by any employee. Safety committee members share equally, the responsibility for assuring all employees are represented and that all employees conduct their work activities based on established rules, guidelines, practices and procedures.

Section 12.4: The Joint Labor/Management Safety Committee shall have equal membership from both the Union and the Employer, with Union members to be chosen by the Union. Members will serve a minimum of two years with replacements being named on a staggered schedule to maintain continuity.

Membership shall be as follows:

- Department Director, as Chairman
- Recording Secretary
- Safety & Training Coordinator
- Four (4) Members from Labor (Chosen by Local No.9)
- Four (4) Members from Management (Chosen by Management)

Section 12.5: Meetings of the Joint Labor/Management Safety committee shall be scheduled at least once a month, of adequate duration to address issues, (usually one (1) hour). It is required that members actively participate in the activities of the Joint Labor/Management Safety committee, including attending meetings and in advocating employee compliance with established safety program.

Section 12.6: Safety meetings of approximately one hour duration shall be held monthly. Employee attendance at the safety meetings is required, unless unusual circumstances prevent their attendance.

Section 12.7: The Employer shall adopt the most recent edition of the APPA (American Public Power Association) Safety Manual as its safety manual. The Employer, in cooperation with the Union, may amend the safety manual to allow for differences in work practices, providing said amendments are not in conflict with established industry standards or Federal, State, and Local regulations. The Employer reserves the right to issue a final decision on any proposed amendment to the adopted safety manual.

Section 12.8: The Employer shall be responsible to establish training based on employees' job related duties, and as mandated by Federal, State, and Local agencies, Employees are required to attend training as deemed necessary by the Employer.

## ARTICLE 13

### HOLIDAYS

Section 13.1: All employees shall earn twelve (12) paid Holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day, and one floating holiday. Employees will receive their regular day's pay for each Holiday. Employees hired after June 27, 2014 shall be subject to the PTO 11 time off plan appended hereto as Appendix A and shall not be entitled to floating holidays.

Section 13.2: When a Holiday falls on a Saturday, said Holiday shall be observed on the preceding Friday; when it falls on a Sunday, it shall be observed on the following Monday.

Section 13.3: Time to vote shall be made available consistent with state law.

**ARTICLE 14**

**VACATIONS / TOP / PTO 11**

Section 14.1: The City of Naperville's Time off Plan (TOP) is incorporated into this Agreement by reference and shall apply to all employees hired on or after June 9, 2001. Employees hired prior to June 9, 2001 were given an irrevocable opportunity either to elect TOP as their leave plan, or stay with the current sick and vacation plan. The TOP is appended hereto as Appendix B. Employees hired after June 27, 2014 shall be subject to the PTO 11 time off plan appended hereto as Appendix A.

Section 14.2: Vacations with pay shall be granted to all employees not on the TOP or PTO 11 in accordance with the following schedule:

<b>START OF SERVICE YR.</b>	<b>*HOURS ACCRUED PER PAY PERIOD</b>	<b>HOURS ACCRUED PER YEAR</b>
1st thru 4th	3.08 hrs./per pay period	80.0
5th	3.38	88.0
6th	3.69	96.0
7th	4.00	104.00
8th	4.31	112.00
9th thru 14th	4.62	120.00
15th	6.15	160.00
16th	6.46	168.00
17th	6.77	176.00
18th	7.08	184.00
19th	7.38	192.00
20th	7.69	200.00
21st and over	7.69	200.00

\*Accrual is rounded last pay period of calendar year to balance to yearly accrual.

Section 14.3: Vacation pay as herein provided shall be in addition to any Holiday pay to which an employee may be entitled. Allowances for vacation pay shall be in addition to any recognized Holidays which may fall during an employee's vacation period.

Section 14.4: The maximum amount of PTO/vacation time accrual shall be reduced to one year consistent with the reduction percentage timetables set forth Appendices C-1 and C-2 herein.

Section 14.5: A maximum of eighty (80) hours compensatory time may be accrued at any one time.

During the peak construction season of May 15th through October 31<sup>st</sup>, compensatory time shall be used in no less than five (5) hour increments in the time period from 7:00 a.m. through 12:00 noon, and three (3) hour increments for the time period from 12:30 p.m. through 3:30 p.m. Each employee is allowed two (2) unplanned compensatory time during peak season. Employees are required to give seven (7) calendar days advance notice of all other compensatory time usages. During non-peak season, compensatory time may be taken in the same increments as PTO. Any vacation time in excess of three (3) weeks shall be taken at any time other than during the peak construction season of May 15th through October 31st.

When an employee schedules time off during the peak construction season of May 15th through October 31<sup>st</sup>, no more than five (5) workers (lineman, apprentice lineman, service truck operator, and crew leader) shall be off on any one work day. Between November 1<sup>st</sup> and May 14th, no more than ten (10) workers (lineman, apprentice lineman, service truck operator, and crew leader) shall be off on any one work day. The division manager may approve additional employees off at his discretion when he determines that adequate crew personnel will be on duty to complete schedule projects.

Section 14.6: The Director of Public Utilities or the Director's designee shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that departmental supervisors can program the work of the Department. Vacation schedules shall be arranged so as to provide minimal disruption of the work of the Department as can be reasonably achieved. For like positions, departmental seniority shall govern the granting of priorities for vacation scheduling.

Section 14.7: When an employee's service with the Employer is terminated, he shall receive compensation for unused vacation/PTO leave accumulated. Any employee who leaves the Employer's service before completing six (6) months of full and continuous service shall be paid for their accrued unused time in accordance with the PTO 11 plan.

Section 14.8: Paid time off (vacation/PTO/PTO 11) will not be accumulated during any type of unpaid leave of absence.

Section 14.9: When a majority of City employees are offered a change in their vacation leave, then the employees covered by this contract shall have the option to have the same change in their vacation leave benefit.

Section 14.10: System Controllers shall be able to use twelve (12) hours of compensatory time when taking off a scheduled twelve (12) hour shift.

Section 14.11: Effective May 1, 2016, employees on the PTO plan shall be allowed to use 16 hours of paid time off per fiscal year as personal leave time for the purpose of transacting personal business. Employees on the original Vacation plan shall be allowed to use 24 hours of paid time off per fiscal year as personal leave time for the purpose of transacting personal business.

Normally, employees must request this time at least 24 hours in advance and approval from the department head is required. This time may not be taken in less than one hour increments.

## ARTICLE 15

### SICK LEAVE

Section 15.1: The City of Naperville's Time off Plan (TOP) is incorporated into this Agreement by reference and shall apply to all employees hired on or after June 9, 2001. Employees hired prior to June 9, 2001 were given an irrevocable opportunity either to elect TOP as their leave plan, or to stay with the current sick and vacation plan. The TOP is appended hereto as Appendix B. Employees hired after June 27, 2014 shall be subject to the PTO 11 time off plan appended hereto as Appendix A.

Section 15.2: For employees not on TOP or PTO 11, sick leave is earned at a rate of four point six two (4.62) hours bi-weekly/pay period, effective with the first pay period of employment, a total of 15 days per year. Sick leave may be accumulated without limitation. No sick leave can be earned during an unpaid leave of absence. When a majority of the Employer's employees have their sick leave accumulation reduced in any amount, then the employees covered by this contract shall receive the same reduction in their sick leave benefits.

Section 15.3: The City Retirement Health Savings Plan (RHSP) is hereby incorporated into the Agreement for all bargaining unit employees. In the event the Employer's electric utility is sold, the Employer shall pay any accumulated sick leave by direct payments to employees.

Upon formal retirement from the City of Naperville, employees under this collective bargaining agreement shall convert up to 720 hours or a prorated amount for part-time employees, 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 separation from employment with the City and qualifying for a pension as defined by IMRF. The RHSP sick time contribution shall be made in the month following the month after the retiring employee's final paycheck is issued.

Section 15.4: Employees who have a sick leave benefit may be granted sick leave for the following reasons only:

- A) Incapacitation due to illness, injury or disability.
- B) 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).

- C) Absence required by serious illness or disability of the employee's immediate family. Immediate family is defined as the employee's spouse, children, parents, parents-in-law, sisters, and brothers, other persons living in the employee's household are also included.
- D) 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 hospitalized.

Section 15.5: 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 termination and will be considered part of the employee's overall performance. Sick leave may count as family and medical leave under the Family and Medical Leave Act (FMLA).

Section 15.6: Employees are expected to report to work daily. The use of sick leave should be minimal and only used when an employee (or family member) is ill. If an employee is ill or taking unplanned time off, they must contact City Dispatch at 630-420-6187 prior to their start time. The employee must clearly inform the dispatcher of the type of time they are using and the reason for their absence. Voice mail notifications shall not be used. If you become ill at work you must notify your supervisor before leaving the work site. Any absence beyond one day will require a separate call in for each day absent, unless hospitalized for major illness, or unless a scheduled absence for maternity leave, surgery, etc, has been approved. Failure to report an absence may result in the time being counted as unpaid leave and/or disciplinary action.

If an employee uses sick leave for more than five (5) consecutive work days, a physician statement shall be required that confirms illness, dates and provides that the employee is able to return to normal duty. If sick leave is used in conjunction with a vacation/PTO day off, a physician statement may be required. When an employee seeks to take sick leave and the employee has already had more than five (5) instances of absences for sick leave in any one (1) calendar year, the employee shall be required to submit a physician statement to take additional sick leave.

Section 15.7: Sick leave may also be used, at the employee's discretion, to supplement Workmen's Compensation payments provided by the Employer or its insurance carrier in accordance with the provisions of the Illinois statues 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 Workmen's Compensation payments, and may be paid until the employee's return to work or his accumulated sick leave credits are exhausted. In all such compensable cases, the Employer's Benefits Specialist will assume that the employee wishes to have his regular rate of pay continued unless the employee or his representative notifies the Director of Human Resources to the contrary. When sick leave credits are so used, the employee shall either deposit his Workmen's Compensation checks with the Employer, in which instance said amount will be used to restore a like amount of sick leave to his account, or he shall make other suitable arrangements for conforming with the intent of this Section within two (2) weeks of the first date of his absence.

Section 15.8: The employer shall grant sick leave time off based upon the assumption that the reason stated by the employee is truthful and that the time off is being taken solely for the purposes outlined in section 15.4 above. The employer reserves the right to investigate an employee's use of sick time to ensure its use is in conformance with section 15.4. The employer reserves the right to discipline employees up to and including termination for using sick time for purposes other than set forth in Section 15.4.

Section 15.9: Employees are expected to use sick leave only when they are ill. Judicious use of sick leave will help provide the employee with continuing income in the event of a serious illness. However, if an employee incurs a serious illness that requires a lengthy absence, physician care or hospitalization and all accumulated sick leave is exhausted, sick leave will be advanced as follows:

After sick leave is exhausted and an employee has been ill for seven (7) days, he may be advanced thirty (30) days additional sick leave, subject to the following:

- 1) This benefit is not intended to be a substitute for benefits that may be available from a pension fund. Consequently, at the expiration of regular sick leave and if it is reasonable to assume that an employee will be on sick leave longer than 30 days and eligible for disability payments, the employee must apply to the appropriate pension fund for coverage, the employee may borrow sick leave from the time their sick leave is exhausted up to the 31st day of leave, which would make them eligible for disability through a pension fund. Employees with less than one year of service with IMRF are not eligible for disability benefits and would not be allowed to borrow sick time.
- 2) The employee must sign an installment agreement to repay the sick leave that is advanced. The agreement must be signed before any additional sick leave is paid.
- 3) When the employee returns to work, the Finance Department will advise the employee how much sick leave is owed. Repayment will involve crediting one-half (1/2) of all sick leave earned to the debt until it is repaid. The employee may also repay the debt or a portion of it with cash or vacation time credit. If employment with the Employer is terminated, the employee will be required to pay the debt. Repayment is required whether termination is voluntary or involuntary. Employees may repay any unpaid portion of the additional sick leave time by cash, vacation time credit or unused sick leave credit. Refunds from the pension contributions may also be used. If a debt remains after all available credits and payments have been applied at the time of termination, the employee will repay the debt within a period of time agreed to by the Employer. If an employee dies while still in service to the Employer and is indebted to the Employer for borrowed sick leave, then the debt still due shall be canceled by the Employer.

Section 15.10: Employees who are vested under IMRF as of June 27, 2014, shall be entitled to be paid fifty percent (50%) of accumulated sick leave at their current rate of pay, upon termination

from employment (other than formal retirement under the provisions of Section 3) after ten (10) years of service, provided that the employee terminates on "good terms" with the Employer. "Good terms" shall be defined as being any termination where an employee is not terminated for justifiable cause under the provisions of this Agreement.

Section 15.12: When a majority of City employees are offered a change in their sick leave, then the employees covered by this contract shall have the option to have the same change in their sick leave benefit.

## ARTICLE 16

### LEAVE OF ABSENCE

Section 16.1: Funeral Leave. Where there is a death in the immediate family, an employee shall be granted up to three working days off without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. Immediate family is defined as spouse, parents, parents-in-law, children, brothers and sisters, brothers and sister-in-law, grandchildren, grandparents of spouse or other persons who have been members of the employee's household at the time of death. Time taken in addition to three days funeral leave may be taken at the discretion of the employee with the approval of the Department Head and shall be chargeable to other accrued leaves.

Section 16.2: Special Leave of Absence. The Employer agrees to grant a special leave of absence without pay to any employee designated by the Union for the purpose of attending state, regional or national conferences. Such special leave shall be limited to two (2) days per calendar year for any one employee. 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 16.3: Military Leave. Military leave shall be granted in accordance with federal and state laws as it may from time to time be amended. An employee anticipating military leave must register his military status with Human Resources, notify his immediate supervisor, and 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 his military earnings statement to Payroll in order to receive any salary provided for whether adjustments or not by the amount of the military pay.

Section 16.4: Short-Term Leave of Absence. Short term leave without pay may be granted for a period of up to one month (four calendar weeks), where continued absence of the employee does not adversely affect the ability of the Employer to adequately perform its functions during the calendar year. A request for short-term leave shall be in writing to the Department Director and may be granted with the approval of the Department Director and Human Resources Director. At the completion of a short-term leave, an employee will return to his previous position and status without change to seniority and salary. Vacation, sick leave and holiday pay shall not accrue, nor be paid, during the leave period. If the employee does not return to work after a short-term leave, any other benefits paid by the Employer during the leave shall be repaid at termination by the employee. An employee's medical/dental insurance remains intact should the employee elect COBRA coverage. The premium to be paid by the employee is 102% of the applicable premium that the City pays for single or family coverage. Any employee who does not report back to work at the end of an unpaid absence shall be considered to have terminated his employment with the Employer. This applies only to approved, requested short-term leave. This does not apply to a situation of exhausted sick leave. A short-term leave of absence is not intended as a substitute for sick leave.

Section 16.5: Time Without Pay: In the event an employee has exhausted all accrued paid time off, they may request leave without pay to supplement their paid time off. However, the annual limit on unpaid time, not related to family medical leave, will be 24 hours per calendar year. The Department Director must approve all unpaid time in advance unless it is for FMLA leave. Exceeding this limit will be considered an abuse without leave and may be grounds for disciplinary action.

Section 16.6: The City's Employee Policy Manual is incorporated into this Agreement by reference with regard to all other work leave not stated herein.

## ARTICLE 17

### MEDICAL, DENTAL AND LIFE INSURANCE

Section 17.1: Health Insurance. The Employer shall 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. Nothing in this Agreement restricts the Employer's right: to change insurance carriers or networks, to self-insure and to change the method or manner of self-insurance, to change benefit levels as recommended 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 economic benefits are the same for employees under this Agreement as provided to all other non-union employees of the City.

Section 17.2: Dental Benefits. Full-time employees will be allowed to participate in dental benefit programs that may be offered under the same conditions as all other non-union employees of the City.

Section 17.3: 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.

Section 17.4: Employees participating in the Employer sponsored group health and dental insurance plans shall pay a monthly employee premium contribution equal to twenty percent (20%) of the premium amounts established by the Employer on January 1 of each year. The employee premium contributions effective in the calendar year 2016 are appended hereto as Appendix D. The new rates in Appendix D Shall take effect after ratification of this agreement and holding an open enrollment period for employees. The Employer shall thereafter adjust the premium amounts for each plan and plan option effective January 1 of each subsequent year. The City shall have the right to implement new employee premium contribution rates January 1 of each subsequent year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance.

Section 17.5: The City offers a Medical Expense Reimbursement Plan and/or a Dependent Care Assistance Plan in which Union employees are eligible to participate.

Section 17.6: 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 the employees death the benefit shall be paid to the designated beneficiary. A supplemental voluntary life insurance plan is also available for purchase by employees.

Section 17.7: In the event that the Employer increases or decreases any fringe benefits to all City employees, such changes shall be applied to all members of the bargaining unit during the life of this Agreement.

## ARTICLE 18

### HOURS OF WORK

Section 18.1: The normal work-week for employees shall consist of forty (40) hours of five (5) consecutive days. The five (5) consecutive days shall be Monday through Friday. The five (5) consecutive days for the third shift shall be Sunday beginning at 11:00 p.m. and ending Friday at 7:30 a.m., if the Employer institutes a third shift and maintains a third shift. The employer shall have the right to establish and/or maintain a second and/or third shift at its discretion. The employees may bid for the following shift assignments, and the Employer will make the final selection:

- |                  |                         |
|------------------|-------------------------|
| (A) First Shift  | 7:00 a.m. to 3:30 p.m.  |
| (B) Second Shift | 3:00 p.m. to 11:30 p.m. |
| (C) Third Shift  | 11:00 p.m. to 7:30 a.m. |

Second and third shift work shall not involve construction crew work, but shall be primarily maintenance, switching, minor repairs that can be performed safely, and shop tasks, including vehicle preparation for scheduled projects. At least one of the Journey-Line Electricians assigned to the second and third shift shall be designated as a Service Truck Operator. A premium of ten percent (10%) of the Journey-Line Electrician's regular hourly rate shall be paid for second shift work, and a premium of twelve percent (12%) shall be paid for third shift work. If the Employer decides to abolish the second and/or third shift, the Employer shall give the Union thirty (30) days prior written notice of its determination to abolish the shift.

System Controller employees shall receive a shift differential payment of ten (10 percent of their regular pay for hours worked on the System Controller's second shift (defined as scheduled work from 4:30 p.m. to 4:30 a.m.). Scheduling of the System Controller employees for calendar year shall be performed by the City in the same manner and method as it was done for calendar year 2009. System Controller's shall have the right to switch his work day or shift with another System Controller two (2) times per calendar quarter (Jan-March; April-June; July- Sept; Oct-Dec). There shall be no carryover of any switches per quarter. The System controllers shall notify their immediate supervisor seven (7) days prior if they agree to switch a day/shift and shall be responsible for ensuring that they report for work consistent with the switch. Consistent with the Fair Labor Standards Act, the City shall have no obligation to pay overtime to a System Controller who works more than (40) hours in a work week due to the switch. System Controllers who engage in a switch shall be paid for their scheduled day/shift as originally scheduled. There shall be no carry-over of the one switch per quarter.

Section 18.2: An unpaid lunch period of thirty (30) minutes shall be allowed for personnel on the first shift between the 5<sup>th</sup> and 6<sup>th</sup> hour of their normal workday, and for personnel on the second

and third shifts, between the 4<sup>th</sup> and 5<sup>th</sup> hour of their normal workday. Employees shall eat their lunch in the field, have reasonable access to rest room facilities and may acquire or eat their lunch within a reasonable vicinity of their job site. Article 27 of this Agreement pertaining to drugs and alcohol shall be applicable during an employee's lunch period.

Section 18.3: Employees shall report for work at their assigned on-duty station ready to commence work at the beginning of their shift. If an employee is required to work due to an emergency through his lunch period, then the employee will be paid for time and one half his regular rate of pay. Subsequently, the employee will not be given a thirty (30) minute lunch period, but may be allowed to eat his lunch whenever practicable without disrupting his normal work duties. Employees shall not leave their work site during break periods. However, one employee shall be allowed a reasonable amount of time to get coffee.

Section 18.4: Employees shall receive a paid fifteen (15) minute break approximately at the mid-point of each four (4) hours of their normal workday.

Section 18.5: A reasonable amount of overtime is understood to be mandatory for all employees.

Section 18.6: Time and one half of the straight time regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one (1) week. However, hourly or weekly overtime shall not be paid for the same hours worked. Work performed on Sundays or holidays, shall be paid at the overtime rate of double the regular rate including those employees working vested overtime. Double time shall only be paid for those hours worked on Sunday (midnight Saturday to midnight Sunday), regardless of when the employee commences or finishes work. In no event shall employees be paid twice for the same hours worked, except that if an employee is called out to work on a Holiday, he shall receive the Holiday daily rate plus double time for the work performed on the Holiday. No employee shall be required to take time off on regularly scheduled work days to offset overtime worked or to be worked.

System Controllers shall receive overtime pay only for hours worked in excess of forty (40) in a work week and all overtime pay shall be at the rate of one and one-half (1 ½) times their regular rate. Work on a scheduled holiday shall be paid at two (2) times the regular pay.

A minimum of two (2) hours at applicable rates shall be paid to any employee who reports to work for scheduled overtime and minimum of four (4) hours at applicable rates shall be paid to any employee who reports to work for Saturday day vesting time, and is unable to work due to inclement weather or unforeseen circumstances. An employee may not be eligible for Saturday or Sunday overtime if the employee calls in or leaves due to personal illness on the preceding Friday. This will include all sick leave, except on the rare occasion when an employee's family member is in the hospital or other major emergency occurs.

Section 18.7: To provide line crew coverage for all shifts on weekends and holidays, overtime may be worked by two qualified employees for each shift with the exception of non-vested

Saturday 1<sup>st</sup> shift which shall be covered by four (4) Line Electricians and one (1) Substation Line Electrician. The shifts to be covered are set forth in Appendix F.

Section 18.7.1: The schedule shall list employees as required pursuant to Appendix F. Two (2) people may be assigned to each shift (hours as defined in Appendix F) needing coverage with the exception listed in 18.7above. An employee shall not be scheduled for two consecutive shifts.

Section 18.7.2: Shift coverage for vested and non-vested overtime shall be scheduled by the Union in a manner that will not result in more than 8 hours vested overtime in any one weekend.

Section 18.7.3: An employee scheduled to work on a weekend shift or a holiday shift, who encounters a scheduling conflict, shall find a qualified alternate to work the shift and inform his supervisor that he will not be able to work the shift. If he is unable to find a replacement within 24 hours of the start of the shift, the employee shall contact City Dispatch, and City Dispatch shall call an alternate from the overtime list, excluding personnel that may be on standby.

Section 18.7.4: The week, for the purpose of the above assignments, shall be defined as starting with the first (7:00 A.M.) shift on Friday.

Section 18.7.6: A Union member shall provide the Employer with a list of the employees scheduled to cover the weekend and holiday shifts. In the event that a conflict in the method of scheduling should occur, resolution of the conflict shall be made by the Union Representative performing the scheduling and the Division Manager, or his designee, of the division in which the conflict exists. The resolution shall then be submitted to the Director of Public Utilities, or his designee, for approval.

## ARTICLE 19

### MEAL ALLOWANCES

Section 19.1: An employee who is required to work overtime shall be eligible for a meal or meal money allowance based on the following provisions:

- A) After working two (2) hours immediately preceding or two (2) hours immediately following the normal work day; or
- B) After each four (4) hours of non-scheduled overtime; or
- C) After working ten (10) hours on a regular day off or on a Holiday when the employee was given at least eight (8) hours advance notice that he was to work overtime on that day;
- D) If an employee can be temporarily released for a meal, he shall be given an allowance of eighteen dollars (\$18.00) and shall eat on the Employer's time. If he cannot be temporarily released, the Employer shall 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 (1/2) hour. If the employee cannot be released and the Employer does not furnish a meal, he shall receive an additional one-half (1/2) hour of pay.

## ARTICLE 20

### CALL OUT

Section 20.1: The Employer will offer all eligible employees on the call out list, as maintained by the union steward, 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 not on designated standby, called back to work after his regularly scheduled work day, shall receive a minimum of two (2) hours at the straight time rate of pay, plus payment at applicable rates for actual time worked.

Section 20.2: To insure service reliability, when employees are called out for an outage, if they are not able to respond within 60 minutes from their current location the supervisor will call the next employee on the overtime list and at the discretion of the employer, the employee may be removed from future call outs.

Section 20.3: If an employee working the third shift calls in sick less than two (2) hours before the shift, the vacancy for that shift shall be filled by one of the second shift workers. If the employee calls in two (2) hours or more before the shift, the vacancy shall be filled from the call list. If the employee reports late for his shift, goes home sick, or takes personal time during the shift, the vacancy shall be filled at the discretion of the on-call supervisor. If the employee working on the second shift takes three (3) or more hours of time off at the beginning of the shift or minimum of four (4) hours of time at the end of the shift, the vacancy shall be filled.

Section 20.4: When an employee works his regular shift and is called back for the third shift the following day (Monday through Friday), the supervisor shall release the employee for a rest period at 11:00 a.m. unless additional crews are called in that night. If additional crews are called in that night, then the employee shall be released at 7:30 a.m. This shall not apply to employees scheduled for the second shift since those employees shall have eight (8) hours off between shifts. When an employee is called in for less than eight (8) hours, the employee's rest period shall be pursuant to Section 22.2 of this Agreement.

Section 20.5: On Fridays, the third shift shall only be filled from the call list, unless the second shift employee is scheduled for Sunday mandatory overtime. On Saturday, the employee called for the third shift cannot be an employee scheduled for Sunday mandatory overtime.

Section 20.6: Call out of second and third shift employees shall be paid at the appropriate overtime rates using the base rate without any shift premium, unless the call out runs into the employee's regular shift hours.

## ARTICLE 21

### STANDBY

Section 21.1: A Substation Line Electrician shall be placed on stand-by on a weekly basis. The schedule will begin at 7:00 a.m. on Friday and end at 7:00 a.m. on the following Friday, for which each employee shall be paid twenty (20) hours at basic straight time rates. The employee must be able to respond to the employer's site within 60 minutes or he may not be eligible to take future stand-by at the discretion of the employer. Substation Line Electricians may comp their stand-by hours a maximum of two (2) times per calendar year.

Section 21.2: Two (2) qualified Journey-line Electricians may be placed on standby at the discretion of the Employer, pursuant to the following criteria:

Section 21.2.1: If the employee is scheduled to begin standby at 7:00 a.m. on Friday and end at 7:00 a.m. on the following Friday, the employee shall be paid seventeen (17.0) hours at the basic straight time rates;

Section 21.2.2: Ten (10) hours at straight time for weekends from the end of the regularly scheduled workday on Friday until the beginning of the regularly scheduled workday on Monday morning, if the employee is not assigned weekly standby;

Section 21.2.3: Three (3) hours at straight time on City holidays, if the employee is not assigned weekly standby; or

Section 21.2.4: Two (2) hours at straight time on normal workday evenings, from the end of work to the start of work the next morning, if the employee is not assigned weekly standby.

Section 21.3: "Turn-ons" and "locates" shall require the service of only one (1) employee, subject to the provisions of this Agreement.

Section 21.4: Employees on stand-by may be required to work one full shift on Sunday on either the first or second shift.

Section 21.5: Employees assigned to stand-by shall not be subject to call-out provisions. However, they will receive a half-hour overtime pay from home to the job and a half-hour overtime pay from the job back home as travel allowance, unless the work the employee was called out for extends into the regular shift. In such case, the employee shall not be eligible for a travel allowance.

When an employee, not on stand-by status, performs work as a substitute for a stand-by employee, the employee will receive pay for actual time worked and the above referenced travel allowance.

## ARTICLE 22

### REST PERIOD

Section 22.1: Whenever an employee works a minimum of sixteen (16) consecutive hours, he shall be allowed at least eight (8) consecutive hours of rest, irrespective of whether it is a regularly scheduled work day or not. If the rest period occurs during the employee's regularly scheduled work day, he will be compensated for the unworked hours of the rest period at straight time rates. The eight (8) consecutive hours of rest shall be computed from the time he leaves the Employer's facility until the time he reports back to work. If he is called back to work during his rest period he shall be compensated at the double time rate of pay for his allowed rest period. If an employee worked eight (8) hours or less prior to his regular work day, he shall continue working on his regular scheduled work day at straight time, but the time which he worked prior to this regularly scheduled work day shall be computed at time and one-half (1-1/2) rate of pay. If an employee has completed sixteen (16) hours of continuous work, and if it is required that this employee, because of an emergency, continues to work, he will be paid at double time rate.

Section 22.2: In the interest of maintaining a safe work atmosphere for the employees as well as the public for which they serve, if any employee works four (4) or more hours during the hours of 11:00 p.m. and 7:00 a.m., every effort will be made to see that the employee be given an opportunity to rest during the work day, at the discretion of the Supervisor, which shall not be unreasonably withheld. This may include coming in late or being allowed to go home early, etc., without loss of pay. Employees may not be entitled to a rest period when they are scheduled to work four (4) or more hours during the hours of 11:00 p.m. and 7:00 a.m., excluding shift work, when they are given 24 hours or more advanced notice that they will be working during said time. Employees are entitled to an eight (8) hour rest period immediately following four (4) or more hours worked during the hours of 11:00 p.m. and 7:00 a.m., excluding shift work. If an employee completes said work on or before 5:00 a.m., the employee shall immediately be released from duty for an eight (8) hour rest period. If an employee completes said work after 5:00 a.m., the employee shall continue on duty and complete assigned work until 7:00 a.m. and then shall be released for an eight (8) hour rest period.

## ARTICLE 23

### CONTRACTING

Section 23.1: All electrical work on or affecting electric distribution system, defined for purposes of this Agreement as 15 KV rated and below, with the exception of, commencing on May 1, 2011, duct bank installations, directional boring, any work involving streetlight controllers, and initial Smart Grid installation undertaken by the Employer shall be performed by the employees of the Electrical Utility, other than work that the Employer may sublet to bona fide licensed electrical contractors, whose wage rate scale is in accordance with the prevailing rate as established by the Illinois Department of Labor. In the event that the Employer should sublet work on or affecting the electric distribution system, as defined above, then the employees engaged directly in the electrical distribution extension facilities of the Electric Utility shall acquire and be vested with a right to work eight (8) hours overtime for each five (5) eight (8) hour or four (4) ten (10) hour days of work performed by outside contractors on said electrical distribution extension facilities. It is further agreed that the Employer will approve and schedule overtime work to begin within thirty (30) days from the beginning of work by said outside contractor. Inside electrical work in any of the City buildings or within the fence line of substations, or within control houses, trenching, vaults, or concrete work will be permitted by outside bona fide licensed contractors without the requirement that the Employer schedule regular overtime. There will be no carryover of overtime arising from outside contractors work after it has been approved and scheduled.

Section 23.2: That portion of Section 23.1 above, relating to the right of overtime work by employees when subcontracting is let, shall not apply to any work performed as a result of a public open bid revenue bond or general obligation bond issue job, except that Section 23.1 shall apply to sublet work affecting the electrical distribution system as defined in Section 23.1.

Section 23.3: Only one employee in the position of Automated Metering Infrastructure Technician including the Lead position will have vesting rights on a rotating basis under this Article.

Only one employee in the position of Automation and Communication Technician including the Lead position will have vesting rights on a rotating basis under this Article.

Only one employee in the position of Utility Locate Technician will have vesting rights on a rotating basis year round and an additional two during peak construction season, as defined in section 14.5 of this contract, under this Article.

Only two employees in the position of Stocker including the Lead position will have vesting rights on a rotating basis under this Article.

One Tool Room Technician shall have vesting rights. If the Tool Room Technician refuses to accept the overtime, the Utility Equipment Operators and Ground Technician shall have the right

to accept the overtime opening on a rotating basis. Otherwise, the Utility Equipment Operators and Ground Technician shall have no vesting rights.

Employees filling the positions of System Controllers, Utility Equipment Operator, Ground Technician, and Meter Reader shall not have vesting rights under this Article.

Section 23.4: Employees who are entitled to vested overtime pursuant to this Article shall indicate to the Employer, by signing a form provided by the Employer, their wish to exercise their right to work eight (8) hours overtime as provided in Section 23.1. An employee must sign the Employer's form by 12:00 p.m. on Friday of each week. An employee who signs the Employer's form and fails to call City dispatch at least one-half hour before the scheduled start time that he will be unable to report for work forfeits the right to exercise his vested overtime the next vested week. Employees who sign up for vested overtime must commit to working the full (eight (8) hours) overtime shift or until noon (five (5) hours) if previously indicated on Employer's form.

Section 23.5: An employee may not be eligible for Saturday overtime unless he works on the preceding Friday, and employees on unpaid leaves of absence, and employees assigned to alternate duty where no physical labor is being performed shall not be eligible for any overtime for the period of time that they are on unpaid leave or assigned to alternate duty, unless the injury was job related, provided the City has productive light duty work available.

Section 23.6: In the case of an employee not being eligible for vested overtime, pre-assigned coverage (Saturday and Sundays) shall be reassigned.

Section 23.7: If a vested Saturday is scheduled and bad weather is forecasted, the employer and the union will agree to reschedule for another Saturday with the decision to be made by noon the Wednesday prior to the scheduled vested Saturday.

## ARTICLE 24

### WORKING CONDITIONS

Section 24.1: Regular employees shall not be required to do their work outdoors in inclement weather except in cases of emergency or in the performance of essential duties including unloading materials delivered to Employer facilities. Work may be conducted with the use of a temporary shelter over the equipment or work area when feasible, where safety is not compromised.

For the purpose of this Agreement, emergency shall be defined as any power outage and any condition endangering life, health, safety and property.

Inclement weather is defined as rain, snow, sleet and hail which present hazardous or dangerous working conditions to the employees.

Journey-Line Electricians shall not be required to work on regular outside line work when the temperature is below five (5) degrees Fahrenheit by a designated official thermometer, except to inspect equipment and to patrol lines, attend joint meets for utility locations, and perform emergency operations as necessary. No Journey-Line Electricians shall be required to climb poles when the temperature is below ten (10°) degrees Fahrenheit, except to perform emergency operations.

Meter Readers shall only be required to work in inclement weather when their assignment allows them to go from their vehicle to read indoor meters or when it is essential to read special meters, not including single family residential meters as designated by the department head. Meter Readers will not have to read their regular routes when the temperature is below zero (0 degrees) Fahrenheit.

Section 24.2: The Employer shall have the right to provide for one (1) man service trucks. In the event that a two (2) man service truck is required, a Journey-Line Electrician or Apprentice Line Electrician shall be the second man. On specific assignments such as directional boring or trenching work, a two man crew may consist of a Line Electrician and an Equipment Operator or Ground Technician, or an Equipment Operator and Ground Technician. A one (1) man truck operator shall receive the same rate of pay as the Service Truck Operator. Journey-Line Electricians performing "locates" will not receive upgrades.

Section 24.3: Apprentice Line Electricians shall do the work according to the discretion of the Crew Leader or the Electric Utility Supervisor. His work must be under the supervision of a Journey-Line Electrician, or a Crew Leader, but need not be by both. A fourth step or higher Apprentice Line Electrician shall be permitted to work on energized overhead primaries only if the Crew Leader or Electric Utility Supervisor is satisfied that the apprentice is capable of coping with the work, and the structure and wires are not hazardous due to their complexity.

Section 24.4: If an employee is designated to be upgraded, he shall receive the rate of pay for the position filled provided he has filled the position for at least three (3) or more consecutive hours. The Employer reserves the right to decide whether an upgrade is necessary or required. Upgrades will be made from within the crew doing a specific job function unless it is known that the upgrade will be for a period of three (3) days or longer.

- a) An employee designated to run a two (2) man crew shall receive upgraded crew leader pay, provided that the normal crew work is being performed.
- b) Equipment Operators and Ground Technicians employed in the position prior to ratification of this contract designated to perform the work of utility locator shall receive upgraded locator pay (old rate) at the same step level.
- c) Automation and Communication Field Technician shall receive Lead Automation and Communication Field Technician pay when the Lead Automation and Communication Field Technician is off for at least three (3) or more consecutive hours and at least one other Automation and Field Technician is working.
- d) The same rule set forth in (c) above also applies to the Automated Metering Infrastructure Technician.

Section 24.5: Under normal conditions, a crew will consist of three (3) or more employees, it shall consist of a Crew Leader, a Journey-Line Electrician and one (1) or more employees from the following classifications: Apprentice Line Electrician, Equipment Operator or Ground Technician. When a crew is working on energized overhead primary lines, a Crew Leader and two (2) Journey-Line Electricians or a Crew Leader, a Journey-Line Electrician and a fourth step or higher Apprentice Line Electrician must be with the crew on site.

All future Journey-Line Electricians temporarily assigned to work on the Substation crew will receive Substation Line Electrician rate of pay, subject to the provision of Article 24.4.

A Journey Line Electrician shall utilize rubber gloves and rubber sleeves for live line work, where it has been determined by the Crew Leader and the members of a crew and agreed upon by a management representative to be the safest way to perform the work. The rubber gloves provided by the City will be inspected by the Employee on a daily basis and will be electrically tested by the City every six (6) months. The City will conduct yearly training programs either internally or utilizing outside trainers to certify all linemen in the approved procedures and safety practices. When using rubber gloves on energized overhead lines a Crew Leader and two (2) Journey Line Electricians or a Crew Leader, a Journey Line Electrician and a fourth step or higher Apprentice Line Electrician must be with the crew on site. An Apprentice Line Electrician shall not be permitted to work on energized overhead lines with rubber gloves until their 5<sup>th</sup> step of training. A Crew Leader will be responsible for no more than four (4) additional employees. If a crew is larger than five (5) employees the next senior Line Electrician will be upgraded to Crew Leader.

Section 24.6: Utility Locate Technician shall perform utility locates and Automated Metering Infrastructure Technician shall test and install meters based on assigned workload as determined by the Employer. The employee shall be trained by the Employer to perform these duties. The Journey-Line Electricians shall continue to perform utility locates and meter disconnects/reconnects whenever necessary and/or directed to do so during the work day.

When Utility Locate Technicians are required to enter energized high voltage cabinets or handle energized high voltage circuits, a Journey-Line Electrician must be utilized to perform that part of the Locate work. Utility Locate Technicians will receive sufficient training to properly enter low-voltage equipment and handle low voltage circuits.

Section 24.7: This position of Utility Equipment Operator shall perform assigned tasks and operate equipment, including but not limited to, light and heavy construction and maintenance equipment such as end loaders, tractor backhoes, trenching, and directional boring machines. The Line Electricians shall continue to operate the same equipment whenever necessary and/or directed to do so during the work day. The Utility Equipment Operators may assist but cannot take the place of Journey-Line Electricians in their other duties and responsibilities.

Section 24.8: Ground Technicians shall assist Journey-Line Electricians and/or Utility Equipment Operators and work under their direction. They may perform such other work as the Department deems appropriate, but in no event will they be utilized to take the place of a Journey-Line Electrician or Utility Equipment Operator.

Section 24.9: There shall be a permanently assigned substation crew leader for every three (3) substation line electricians.

Section 24.10: Lead Automation and Communication Field Technician and Automation and Communication Field Technician shall be allowed to remove/replace the motors on the Vista switchgear, remove/replace radio repeaters from street light poles, and work on all field related fiber optic equipment without the assistance of a Journey Line Electrician. They shall also work in substations on all fiber optic related equipment, communication cabling and equipment, multiplexor cards, paddle boards, and connecting wiring without the assistance of a Substation Line Electrician.

## ARTICLE 25

### TOOLS & EQUIPMENT

Section 25.1: The Employer shall furnish to the employee only (1) set of tools and equipment necessary to perform his duties. Suitable rain protective equipment shall be furnished by the Employer for employees required to work out-of-doors in emergencies during inclement weather. The employer will replace worn out tools and rain gear subject to reasonable wear and tear when the employee returns those items to the Employer. The employees will be responsible for their return in good condition, reasonable wear and tear excepted. All rubber goods used for safety shall be tested for hazardous conditions every sixty (60) days and be certified, date of test to be marked on each article. The Employer agrees to furnish work gloves to employees as required, but not more than two (2) pairs a year for any employee.

Section 25.2: The Employer shall replace any eyeglasses damaged by a cause attributable to the employee's employment with prescription safety glasses subject to the Employer's eyewear policy. The Employer will establish the standards and specifications for the frames and lenses and will select the manufacturing source.

Section 25.3: Supervisors may work with the tools when no bargaining unit employees are available, or in the case of emergencies or for instructional purposes. Employees holding the position of Warehouse Supervisor shall be able to operate a forklift in an emergency situation or when a Stocker is not available.

Section 25.4: Draftsmen, Electric Engineering Technicians or Electrical Engineers shall be permitted to take field measurements, inspect sites, survey existing and new conditions, take field inventories and open doors to pad-mounted equipment.

Section 25.5: All employees covered under this Collective Bargaining Agreement shall be given an annual boot allowance of one hundred and twenty five dollars (\$125.00) during the term of this Agreement, except for those employees in the System Controller position.

## ARTICLE 26

### WAGES

Section 26.1: The hourly wage rates effective on May 1, 2016 are set forth in Appendix E.

Section 26.2: New Hires in the classification of Utility Equipment Operator, Tool Room Technicians and Ground Technicians will be subject to progression steps to reach the top rate of pay for their classification, each step will be for a period of six (6) months.

The Automation/Communication Technician and the Automated Metering Infrastructure Technicians shall be subject to progression steps to reach the top rate of pay for their classification, each step will be for a period of one (1) year and take place on their anniversary date.

Section 26.3: The System Controller shall be subject to progression steps to reach the top rate of pay for their classification, each step will be for a period of one (1) year and take place on their anniversary date.

Section 26.4: An annual lump sum payment of \$1,000 (one thousand dollars) will be paid to employees holding the job classification of Journey Line Electrician, Substation Line Electrician, Service Truck Operator, Substation Crew Leader, Crew Leader, Sr. Substation Crew Leader.

Section 26.5: Any employees hired or transferred into the Utility Locate Technician position after June 27, 2014 shall be paid the starting wage rate in accordance with Appendix E titled Utility Locate Technician I.

**ARTICLE 27**  
**DRUG AND ALCOHOL TESTING**

**I PROHIBITIONS**

**A. General Prohibitions**

The unlawful manufacture, sale, distribution, dispensation, possession, transportation or use of a controlled substance or alcohol is prohibited on all Employer premises, in any municipality-owned or leased commercial motor vehicles, or other locations where the driver is to perform work.

**B. Prohibited Alcohol-Related Conduct**

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

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

**C. Prohibited Drug-Related Conduct**

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

1. Using any of the following controlled substances, as specified by NIDA - 5 panel drug screen:
  - a. Marijuana (THC metabolite)
  - b. Cocaine
  - c. Opiates (morphine and codeine)
  - d. Phencyclidine (PCP)
  - e. Amphetamines
2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

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

1. Any employee who takes prescribed medication must:
  - a. Inquire of his treating physician whether the controlled substance would adversely affect his ability to operate a commercial motor vehicle.
  - b. Notify his supervisor of any therapeutic drug use, including the type of drug and prescribed period of use.
2. If the therapeutic drug use may affect the employee's ability to operate a commercial motor vehicle, the employee shall be assigned an alternate duty, if one is available.

**II. CATEGORIES OF TESTING**

**A. Post-Accident Testing**

1. Conducted when a bargaining unit employee was involved in an accident in an Employer vehicle, and:
  - a. The accident involved the loss of life; or
  - b. The accident resulted in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene;  
or

- c. The accident involved damage to a vehicle which required the vehicle to be towed away from the accident scene; or
- d. The employee was issued a citation for a moving traffic violation.

2. Post-Accident Alcohol Testing

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

3. Post-Accident Drug Testing

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

4. Refusal to Undergo Testing

Any employee who refuses a required post-alcohol and/or drug test, or fails to complete the testing (except for valid medical reasons) shall be deemed to have tested positive.

**B. Random Testing**

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

1. Restricted Period
  - a. Employees are subject to unannounced random drug or alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
  - b. The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing.
2. Frequency
  - a. The Employer shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
  - b. The Employer shall conduct random alcohol testing on at least twenty-five percent (25 %) of the average number of bargaining unit employees in each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)). The Employer shall provide written notice to the Union before January 1 of each succeeding year regarding any changes in the minimum annual percentage rate.
3. Selection
  - a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.

- b. Should disputes arise regarding the random selection process, the Manager of Human Resources, or other person responsible for administering the drug and alcohol policy for the Employer; shall meet with a representative of Local No. 9 (not a bargaining unit member) and explain the methodology used.

**C. Reasonable Suspicion Testing**

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

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver;
2. A second trained department supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned or tested following a reasonable suspicion determination, if he so requests. Questioning and/or testing shall not be inordinately delayed if a representative is not immediately available.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form within twenty-four (24) hours.
5. A "trained supervisor" is one who has received at least three (3) hours of training in the signs of alcohol and drug intoxication, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

**D. Return to Duty Testing**

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

**E. Follow-Up Testing**

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after he returns to duty requiring a CDL. The employee may be subject to a maximum of three (3) additional unannounced follow-up tests in the following twelve (12) months when recommended by the employee's Substance Abuse Professional (SAP).
2. If the Substance Abuse Professional does not recommend continued testing, the employee shall no longer be subject to the unannounced testing procedures of this provision.
3. Substance Abuse Professional

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

**III. TESTING PROCEDURES**

**A. Drug Testing Procedures**

1. The Employer will pay for all testing procedures except for the reanalysis of the split specimen when requested by an employee.
2. Collection Site - The specimen will be tested in accordance with the standards set forth by both the U.S. - D.O.T and the Department of Health and Human Services appointed division of the National Institute on Drug Abuse (NIDA).
  - a. Once a drug test is announced, an employee shall go directly to the collection site. Collection sites will follow all procedures for specimen collection, chain of custody of sample as established by United States Department of Transportation and the Federal Highway Administration rules and regulations.
  - b. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.

- c. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet.
- d. Once an employee has provided a urine sample in the collection container, he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two specimen bottles. At least thirty milliliters must be poured into the primary specimen bottle, and fifteen milliliters into the split specimen bottle.

3. Medical Review Officer (MRO)

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

4. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the U.S. Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) at the initial test cut-off levels established by DHHS. If the specimen tests negative with the EMIT test, then the results shall be deemed a negative test result.
- c. All specimens identified as a positive on the initial EMIT test will be subject to confirmation testing using Gas Chromatography/Mass Spectrometry (GS/MS) techniques at cutoff levels established by DHHS.

5. Primary Specimen Test Results

- a. Negative Test Results

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

b. Positive Test Results

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

2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and conduct an interview to determine if there is an alternative medical explanation for the positive test result.

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

b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that he has seventy-two (72) hours in which to request a reanalysis test of the split specimen.

3) The employee shall remain on administrative leave pending the result of the split sample analysis.

6. Split Specimen Test

a. The employee requesting a re-analysis of the split specimen shall be responsible for all costs associated with this testing procedure.

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

c. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the

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

d. Waived or Positive Split Specimen Test

1) If the employee waives his right to a reanalysis split specimen test, or if the reanalysis of the split specimen test is positive, the MRO shall report a positive test.

2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

7. Inability to Provide Adequate Sample

a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered up to twenty-four (24) ounces of drinking water and allowed two (2) hours before being asked to provide another urine specimen.

b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until this determination is made.

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

8. Refusal to Take Drug Test

Refusal to take a drug test shall be considered a positive result.

**B. Alcohol Testing Procedures**

1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (E.T.) device, in accordance with Federal Highway Administration (FHWA) rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an E.T. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
  - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
  - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions he may have.
  - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the E.T.
  - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
  - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
  - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test performed.
- e. Confirmation Test
  - 1) When required, the confirmation/test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.

- 2) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- 3) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

f. Inability to Provide an Adequate Amount of Breath

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

g. Refusal to Take Alcohol Test

Refusal to take an alcohol test shall be considered a positive result.

**IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

**A. Confirmed Breath Alcohol Test Result between 0.02 and 0.04**

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from performing safety sensitive functions for twenty-four (24) hours or a retest below 0.02.

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

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

**C. Confirmed Positive Urine Drug Test**

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

**D. Discipline**

1. Any discipline imposed upon employees shall be subject to the provisions of Article 5 of the Collective Bargaining Agreement.
2. The Employer will not retain a probationary employee who is in violation of any alcohol or drug prohibition identified in this policy.

**E. Refusal to Test**

1. Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from performing safety sensitive functions.
2. Employer provided treatment and rehabilitation services may not be available to employees who refuse to test.

**V. CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records shall be maintained under strict confidentiality by the employer, drug testing laboratory, Medical Review Officer, and, where applicable, the Substance Abuse Professional.

**A. Employee Entitled to Information**

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

**B. Conditions under Which the Employer Must Release Records**

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

**VI. EMPLOYEE ASSISTANCE PROGRAM**

**A. Voluntary Referral**

1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the Employer's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline. However, the employee must take any test he is ordered to submit to. If a bargaining unit employee voluntarily refers himself to the EAP on subsequent occasions, he may be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

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

**B. Confidentiality of Referral**

All EAP referrals shall be kept strictly confidential.

**C. Rehabilitative Leave of Absence**

1. Accrued Leaves of Absence

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

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to Article 16, Section 16.1 of the Collective Bargaining Agreement, grant the employee an unpaid leave of

absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

## ARTICLE 28

### ENTIRE AGREEMENT AND AMENDMENTS

Section 28.1: Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Naperville and Local Union No. 9, 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 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 or signed this Agreement.

Section 28.2: Amendments. This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the City of Naperville, Local Union No. 9, and the employees.

ARTICLE 29

DURATION AND TERMINATION

Section 29.1: This Agreement shall apply from May 1, 2016 and shall remain in effect until December 31, 2020, except as hereinafter provided. Wage rates shall mean those hourly wage rates set forth in this Agreement. After December 31, 2020, 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, 2020, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by the Employer, shall be addressed to Local Union No. 9 at 4415 West Harrison Street, Suite 330, Hillside, Illinois 60162, and if by Local Union No. 9, the Employer at the Office of the City Manager, 400 South Eagle, Naperville, Illinois 60540. Either party may, by a like written notice, change the address to which such notice is given. Termination notices or renegotiation notices shall be considered to have been given as of the date shown on the postmark.

This Agreement is approved by the parties, through their duly authorized representatives, on this day 29 of August, 2016.

CITY OF NAPERVILLE

IBEW LOCAL UNION NO. 9

  
By: Douglas Krieger  
Its: City Manager

  
By: William Niesman  
Its: Business Manager

ATTEST:

ATTEST:

  
By: Pamela Gallahue  
Its: City Clerk

  
By: Eric Bergdold  
Its: Assistant Business Manager



## APPENDIX A

### PTO-11 Policy

#### Introduction

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 with the following exception:

- Employees whose Collective Bargaining Agreements have other provisions

Utilization of PTO-11 during a new hire probationary period is subject to supervisory approval.

#### Paid Time Off (PTO-11)

Paid Time Off (PTO-11) eliminates the distinction between sick and vacation. PTO-11 is an accrual of time which an employee can use for any purpose (such as vacation, other leisure time, personal illness, to care for another person who is ill, etc.). PTO-11 encompasses all time off, including floating holidays, personal days, exempt benefit days, etc. It does not include bereavement/funeral leave, jury duty or military leave.

New full-time employees earn a total of 120 hours of PTO-11 in the first year of employment. New employees will not be eligible to take PTO-11 time during their first 30 days of employment. After 30 days, however, 5 days (40 hours) of PTO-11 time will be placed in the new employee's accrual bank. Separately, new employees accrue the other 80 hours over 26 pay periods during their first 12 months (up to the annual maximum accrual allowed).

Thereafter, every year on the employee's anniversary date, an additional 8 hours of PTO-11 time will be added to their annual accrual rate, up to a maximum of 240 hours (*see the accrual schedule below*).

Employees who work less than a 40-hour workweek will have their PTO-11 accrual prorated accordingly. PTO-11 time will not be earned during any period of unpaid leave.

A maximum 1-year's worth of accrual of PTO-11 time may be accumulated at any one time. When the maximum accrual allowed is reached, further PTO-11 accruals are capped; no further accruals occur until the accrual balance is "used down" to less than the maximum allowed.

PTO-11 is earned according to the following schedule effective August 1, 2013:

Start of Year	Annual PTO-11 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 days of employment, the employee will realize these accruals, plus the initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.

When a holiday falls within an employee's scheduled paid time off, his/her PTO-11 accrual will not be charged.

Usage of PTO-11 is governed by each department's work rules. PTO-11 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.

After all paid time off is exhausted, 5 (five) unpaid days off per year may be used by employee per the leave guidelines above.

### **Bridge to IMRF Disability**

Employees possessing at least 1 year of IMRF service credit are 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.

Should a City of Naperville employee, as a member of the PTO-11 paid time off program (and eligible for IMRF Disability) fail to possess sufficient paid time off accruals to reach this 31<sup>st</sup> calendar day, the City, then, will provide additional paid leave to that employee in order to "bridge the gap" until that 31<sup>st</sup> calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received and approved 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-11 leave.

The (paid) "Bridge to IMRF Disability" will be limited to the number of paid hours required for the employee to reach the IMRF disability benefit (a maximum of 20 work days to reach the 31<sup>st</sup> calendar day out). The paid time off bridge benefit will be limited to once in any 12-month period, per employee.

## APPENDIX B

### TOP POLICY

All employees hired after June 9, 2001 and before Bargaining Unit ratification of the 2013 successor contract, automatically have TOP as their leave plan. Certain members hired prior to 6/9/01 may also have voluntarily elected participation in the Time Off Plan (TOP).

TOP has several components:

- Paid Time Off (PTO)
- TOP Sick Leave
- Elimination Period

#### PAID TIME OFF

All employees hired on or after June 9, 2001 began accruing PTO and sick time immediately. Utilization of PTO during a new hire introductory period is subject to supervisory approval.

Paid Time Off (PTO) eliminates the distinction between sick and vacation. PTO is an accrual of time, which an employee can use for any purpose such as vacation, other leisure time, personal illness, or to care for another person who is ill. TOP does not eliminate the benefit of personal days, holidays, and floating holidays (as applicable).

PTO is earned each pay period, effective with the first pay period of employment. Accruals are posted to the employee's record each pay period. PTO time will not be earned during any period of unpaid leave.

PTO is earned according to the following schedule after June 9, 2001.

<u>Start</u> <u>of Year</u>	<u>Annual PTO</u> <u>Accrual (hrs)</u>	<u>*Accrual Per</u> <u>Pay Period (hrs)</u>	<u>Maximum</u> <u>Accrual</u>
1	120	4.62	240
2	120	4.62	240
3	120	4.62	240
4	120	4.62	240
5	160	6.15	320
6	160	6.15	320
7	160	6.15	320
8	160	6.15	320
9	160	6.15	320
10	160	6.15	320
11	200	7.69	400
12	200	7.69	400
13	200	7.69	400
14	200	7.69	400

15	200	7.69	400
16	208	8.00	416
17	216	8.31	432
18	224	8.62	448
19	232	8.92	464
20 +	240	9.23	480

*\*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. Beginning May 1, 2014, the maximum accrual allowed will be reduced by 20% per year through May 1, 2018, when the maximum accrual allowed will equal 100% of an employee's annual accrual. See attached chart for examples.

All accrued PTO will be paid out at the time an employee separates from employment.

#### **TOP SICK LEAVE**

Employees will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 960 hours.

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 unused PTO time into their sick leave account if they have less than 960 hours accrued.

#### **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 an employee's spouse, children, parents, parents-in-law, sisters and brothers and other members of the employee's household) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave.

An employee may draw from PTO, personal leave, floating holidays, supervisory 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.

Employees will have to exhaust only one elimination period for an on-going or re-occurring serious illness or disability (for themselves or their immediate family members, as defined by the FMLA) *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.*

Fathers and adoptive mothers may utilize up to 5 sick days for the birth or adoption of their child after satisfying an elimination period.

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.

All other benefits related to TOP policy can be found in the employee policy manual.

APPENDIX C (1)

**TOP PLAN**  
**PTO Cap Reduction Schedule**

(40 hrs/wk)

Start of Year	Annual Vacation Accrual (hrs)	Accrual per Pay Period	5/1/2015 Max Accrual	5/1/2016 Max Accrual	5/1/2017 Max Accrual	5/1/2018 Max Accrual
1	120.00	4.62	192.00	168.00	144.00	120.00
2	120.00	4.62	192.00	168.00	144.00	120.00
3	120.00	4.62	192.00	168.00	144.00	120.00
4	120.00	4.62	192.00	168.00	144.00	120.00
5	160.00	6.15	256.00	224.00	192.00	160.00
6	160.00	6.15	256.00	224.00	192.00	160.00
7	160.00	6.15	256.00	224.00	192.00	160.00
8	160.00	6.15	256.00	224.00	192.00	160.00
9	160.00	6.15	256.00	224.00	192.00	160.00
10	160.00	6.15	256.00	224.00	192.00	160.00
11	200.00	7.69	320.00	280.00	240.00	200.00
12	200.00	7.69	320.00	280.00	240.00	200.00
13	200.00	7.69	320.00	280.00	240.00	200.00
14	200.00	7.69	320.00	280.00	240.00	200.00
15	200.00	7.69	320.00	280.00	240.00	200.00
16	208.00	8.00	332.80	291.20	249.60	208.00
17	216.00	8.31	345.60	302.40	259.20	216.00
18	224.00	8.62	358.40	313.60	268.80	224.00
19	232.00	8.92	371.20	324.80	278.40	232.00
20+	240.00	9.23	384.00	336.00	288.00	240.00

APPENDIX C (2)

**TRADITIONAL VACATION PLAN** (40 hrs/wk)  
**Vacation Cap Reduction Schedule**

Start of Year	Annual Vacation Accrual (hrs)	Annual Accrual per Pay Period	5/1/2015 Max Accrual	5/1/2016 Max Accrual	5/1/2017 Max Accrual	5/1/2018 Max Accrual
0 - 6 mo.	0.00	0.00				
7 - 12 mo.*	80.00	3.08	128.00	112.00	96.00	80.00
2	80.00	3.08	128.00	112.00	96.00	80.00
3	80.00	3.08	128.00	112.00	96.00	80.00
4	80.00	3.08	128.00	112.00	96.00	80.00
5	88.00	3.38	140.80	123.20	105.60	88.00
6	96.00	3.69	153.60	134.40	115.20	96.00
7	104.00	4.00	166.40	145.60	124.80	104.00
8	112.00	4.31	179.20	156.80	134.40	112.00
9	120.00	4.62	192.00	168.00	144.00	120.00
10	120.00	4.62	192.00	168.00	144.00	120.00
11	120.00	4.62	192.00	168.00	144.00	120.00
12	120.00	4.62	192.00	168.00	144.00	120.00
13	120.00	4.62	192.00	168.00	144.00	120.00
14	120.00	4.62	192.00	168.00	144.00	120.00
15	160.00	6.15	256.00	224.00	192.00	160.00
16	168.00	6.46	268.80	235.20	201.60	168.00
17	176.00	6.77	281.60	246.40	211.20	176.00
18	184.00	7.08	294.40	257.60	220.80	184.00
19	192.00	7.38	307.20	268.80	230.40	192.00
20	200.00	7.69	320.00	280.00	240.00	200.00
21+	200.00	7.69	320.00	280.00	240.00	200.00

*\*At start of 7th month, employee receives 40 hr block of paid vacation, then begins to accrue.*

**APPENDIX D**

City of Naperville  
 Monthly Contribution Rates  
 IBEW Local 9 - Electric

<b>August 1, 2016 Monthly Rates</b>				
	<u>Group</u> <u>Number</u>	<u>20% Employee</u> <u>Contribution</u>	<u>City</u> <u>Contribution</u>	<u>Total</u> <u>Premium</u>
<b><u>BCBS Medical</u></b>				
<b>Blue Advantage HMO</b>	<b>B03195</b>			
Employee		\$112.46	\$449.84	\$562.30
Employee + Spouse		\$222.48	\$889.99	\$1,112.47
Employee + Child(ren)		\$214.28	\$857.18	\$1,071.46
Employee + Spouse and Child(ren)		\$335.58	\$1,342.30	\$1,677.88
<b>Traditional PPO Plan</b>	<b>PC0713</b>			
Employee		\$127.76	\$511.04	\$638.80
Employee + Spouse		\$267.98	\$1,071.95	\$1,339.93
Employee + Child(ren)		\$264.32	\$1,057.34	\$1,321.66
Employee + Spouse and Child(ren)		\$405.68	\$1,622.70	\$2,028.38
<b>Blue Edge PPO Plan - CDHP/HCA</b>	<b>PC0674</b>			
Employee		\$88.44	\$353.76	\$442.20
Employee + Spouse		\$186.18	\$744.73	\$930.91
Employee + Child(ren)		\$179.86	\$719.42	\$899.28
Employee + Spouse and Child(ren)		\$278.56	\$1,114.22	\$1,392.78
<b>Blue Edge PPO Plan - HDHP/HSA</b>	<b>PC0714</b>			
Employee		\$76.56	\$306.24	\$382.80
Employee + Spouse		\$161.16	\$644.69	\$805.85
Employee + Child(ren)		\$155.68	\$622.79	\$778.47
Employee + Spouse and Child(ren)		\$241.12	\$964.54	\$1,205.66
<b><u>Delta Dental</u></b>				
	<b>11408</b>			
Employee		\$8.44	\$33.80	\$42.24
Employee + One		\$15.92	\$63.74	\$79.66
Employee + Family		\$21.18	\$84.73	\$105.91
<b><u>EyeMed Vision</u></b>				
	<b>9864489</b>			
Employee		\$5.75	\$0.00	\$5.75
Employee + One		\$11.23	\$0.00	\$11.23
Employee + Family		\$16.83	\$0.00	\$16.83

**APPENDIX E**

**Hourly Wage Rate**

Position	FY16, 1.75%	CY16, 1.5%	CY17, 2.25%	CY18, 2.25%	CY19, 2.5%	CY19, 2.5%
	May 1, 2015	May 1, 2016	January 1, 2017	January 1, 2018	January 1, 2019	January 1, 2020
Sr. Substation Crew Leader	\$50.35	\$51.60	\$53.15	\$54.35	\$55.71	\$57.10
Substation Crew Leader	\$50.09	\$51.34	\$52.88	\$54.07	\$55.42	\$56.81
Crew Leader	\$49.68	\$50.93	\$52.45	\$53.63	\$54.97	\$56.34
Service Truck Operator	\$47.57	\$48.76	\$50.22	\$51.35	\$52.63	\$53.95
Substation Line Electrician	\$47.57	\$48.76	\$50.22	\$51.35	\$52.63	\$53.95
Journey Line Electrician	\$46.38	\$47.54	\$48.96	\$50.06	\$51.31	\$52.59
Apprentice						
1-60%	\$27.83	\$28.52	\$29.38	\$30.04	\$30.79	\$31.56
2-65%	\$30.15	\$30.90	\$31.83	\$32.55	\$33.36	\$34.19
3-70%	\$32.47	\$33.28	\$34.28	\$35.05	\$35.93	\$36.83
4-75%	\$34.79	\$35.66	\$36.73	\$37.56	\$38.49	\$39.45
5-80%	\$37.10	\$38.03	\$39.17	\$40.05	\$41.05	\$42.08
6-85%	\$39.42	\$40.40	\$41.62	\$42.56	\$43.62	\$44.71
7-90%	\$41.74	\$42.78	\$44.06	\$45.05	\$46.18	\$47.34
Lead Automated Metering Infrastructure Tech	\$40.51	\$41.11	\$42.04	\$42.99	\$44.06	\$45.16
Automated Metering Infrastructure Tech						
1	\$32.30	\$32.78	\$33.52	\$34.27	\$35.13	\$36.01
2	\$33.77	\$34.28	\$35.05	\$35.84	\$36.73	\$37.65
3	\$35.24	\$35.76	\$36.57	\$37.39	\$38.33	\$39.29
4	\$36.71	\$37.26	\$38.10	\$38.96	\$39.93	\$40.93
Lead Auto Com Tech	\$42.09	\$42.73	\$43.69	\$44.67	\$45.79	\$46.93
Auto Com Tech						
1	\$33.68	\$34.18	\$34.95	\$35.74	\$36.63	\$37.55
2	\$35.19	\$35.71	\$36.52	\$37.34	\$38.27	\$39.23
3	\$36.73	\$37.28	\$38.12	\$38.98	\$39.95	\$40.95
4	\$38.27	\$38.84	\$39.72	\$40.61	\$41.63	\$42.67
Utility Equipment Operator						
1	\$31.98	\$32.46	\$33.19	\$33.94	\$34.79	\$35.66
2	\$33.43	\$33.93	\$34.69	\$35.47	\$36.36	\$37.27
3	\$34.88	\$35.40	\$36.20	\$37.01	\$37.94	\$38.89
4	\$36.34	\$36.88	\$37.71	\$38.56	\$39.52	\$40.51
Ground Technician & Tool Room Tech						
1	\$27.73	\$28.14	\$28.78	\$29.42	\$30.16	\$30.91
2	\$29.01	\$29.44	\$30.10	\$30.78	\$31.55	\$32.34
3	\$30.25	\$30.70	\$31.40	\$32.10	\$32.90	\$33.73
4	\$31.54	\$32.02	\$32.74	\$33.47	\$34.31	\$35.17
Lead Stocker	\$29.65	\$30.10	\$30.77	\$11.46	\$32.25	\$33.06
Stocker	\$26.87	\$27.28	\$27.89	\$28.52	\$29.23	\$29.96
Utility Locate Tech II	\$36.71	\$37.26	\$38.10	\$38.96	\$39.93	\$40.93
Utility Locate Tech I	\$22.31	\$22.65	\$23.16	\$23.68	\$24.27	\$24.88
Lead Meter Reader	\$24.48	\$24.85	\$25.41	\$25.98	\$26.63	\$27.29
Meter Reader	\$22.25	\$22.59	\$23.10	\$23.61	\$24.21	\$24.81
System Controller						
1	\$38.19	\$38.76	\$39.63	\$40.52	\$41.54	\$42.58
2	\$40.50	\$41.10	\$42.03	\$42.97	\$44.05	\$45.15
3	\$42.80	\$43.44	\$44.42	\$45.42	\$46.55	\$47.71
4	\$45.12	\$45.79	\$46.82	\$47.88	\$49.07	\$50.30

## APPENDIX F

### FULL COVERAGE WORK SHIFT SCHEDULE 365 DAYS PER YEAR - 7 DAYS PER WEEK - 24 HOURS PER DAY

Work Period	1st Shift 7:00 am - 3:30 pm	2nd Shift 3:00 pm - 11:30 pm	3rd Shift 11:00 pm - 7:30 am
Sunday	Vested 2 Employees (Scheduled by Union)	Vested 2 Employees (Scheduled by Union)	2 Employees
Monday	Main Work Force	2 Employees	2 Employees
Tuesday	Main Work Force	2 Employees	2 Employees
Wednesday	Main Work Force	2 Employees	2 Employees
Thursday	Main Work Force	2 Employees	2 Employees
Friday	Main Work Force	2 Employees	Non-Vested 2 Employees (Scheduled by Union)
Saturday	Vested Main Work Force (Scheduled by City) Non-Vested 5 employees (scheduled by Union)	Vested 2 Employees (Scheduled by Union)	Non-Vested 2 Employees (Scheduled by Union)
Holiday	Non-Vested 2 Employees (Scheduled by Union)	Non-Vested 2 Employees (Scheduled by Union)	Non-Vested 2 Employees (Scheduled by Union)

**NOTES:**

1. Shifts overlap 30 minutes
2. Shaded areas represent 40-hour work week for 1st, 2nd, & 3rd Shifts as defined in Article 18.1