AGREEMENT

BETWEEN

THE CITY OF NAPERVILLE
(Department of Public Works)

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 150

May 1, 2017 through December 31, 2021

PREAMBLE

This Agreement entered into by the City of Naperville, Illinois (hereinafter referred to as the "City", or the "Employer") and the International Union of Operating Engineers Local #150 (hereinafter referred to as the "Union"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree, as follows:

AGREEMENT

This Agreement has been made and entered into by and between the CITY OF NAPERVILLE (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE 1

RECOGNITION

SECTION 1.1 **Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit within the Department of Public Works, as certified by the Illinois Labor Relations Board:

Employees within the City of Naperville Department of Public Works in the following job classification:

EQUIPMENT OPERATOR
TOOL ROOM ATTENDANT
Excluding all other employees of the City of Naperville.

SECTION 1.2 The City may establish, modify or eliminate job classifications and the requirements of those classifications provided that the City shall not do so and/or replace it with a new classification performing the same work as the existing classification for the purpose of lowering wage rates for the same work or reducing regular hours worked of bargaining unit employees. In the event the City establishes any new classifications pertaining to work of a nature performed by employees within the bargaining unit as established in Section 1, it shall provide the Union with at least fifteen (15) calendar days notice prior to the time the new classification will be implemented, together with notice of the proposed salary rate. If the new classification is a successor to a classification included in the bargaining unit or if the new classification will perform a significant amount of work currently being performed by a classification in the bargaining unit, the new classification shall be accreted to the bargaining unit and the parties shall file an appropriate petition for the accretion with the Illinois Labor Relations Board. The Union may notify the City within seven (7) calendar days of a desire to meet for the purposes of negotiating the proposed salary rate for the new classification. If the parties are unable to agree on a salary rate, the City may temporarily assign a proposed rate while the Union grieves the issue of the proposed wage rate only, pursuant to the Grievance Procedure commencing at Step III of this Agreement.

ARTICLE 2

NON-DISCRIMINATION

SECTION 2.1 Prohibition Against Discrimination

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, union activities, or mental and/or physical handicap unrelated to the employees' ability to perform the job.

SECTION 2.2 Gender

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Employer retains all traditional rights through its Manager and his agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Employer and its various Departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into, pursuant to this Agreement; to plan, direct, control and determine all the operations and services of the Employer and its various Departments; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to assign work; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate employees; to discipline, demote, suspend and discharge employees for just cause (probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to establish dress and appearance standards; and to determine the duties, responsibilities and work assignments of any position or job classification; to establish reasonable performance standards; to assign merit raises; to take any and all actions as may be necessary to carry out the mission of the City and the Department in the event of civil emergency as may be declared by the Mayor or an authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes); to take any and all actions as may be necessary to carry out the mission of the Employer. Inherent managerial functions, prerogatives and policy-making rights which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein. Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. However, all grievances arising under the terms of this contract shall be processed through the grievance procedure set forth in Article 5 of this Agreement and bargaining unit employees are specifically excluded from use of the grievance procedure contained in the City of Naperville's Employee Policy Manual. All personnel matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual to the extent that it is not inconsistent with this Agreement.

ARTICLE 4

NO STRIKE/NO LOCKOUT

SECTION 4.1 No Strike/Slowdown

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in or condone any strike, including sympathy strikes, slowdown, concerted stoppage of work, concerted refusal to work overtime, picketing, or any other intentional interruption or disruption of the operation of the City, regardless of the reasons of doing so.

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

SECTION 4.2 No Lockout

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

SECTION 4.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 above is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it precedent.

SECTION 4.4 Judicial Restraint

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

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 Grievance and Business Days Defined

A grievance is defined as any meritorious difference, complaint or dispute, including disciplinary action of an employee, between the Employer and the Union or any employee regarding the application, meaning or interpretation of the express provisions of this Agreement. Business days shall be defined as Mondays through Friday, excluding contractual holidays.

SECTION 5.2 Processing of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group (s) of the employee (s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Furthermore, the parties may mutually agree to extend time limitations regarding processing of grievances.

SECTION 5.3 Employees Excluded from Grievance Procedures

Introductory employees are expressly excluded from the terms of this Article and shall not be entitled to utilize the Grievance Procedure during their introductory term

SECTION 5.4 Grievance Steps

STEP ONE: SUPERVISOR

The employee, with or without a Union representative, shall first attempt to resolve a grievance with the Field Supervisor orally and, only after such attempt is made, upon its failure, take up the matter as a formal grievance by taking it to the employee's supervisor within ten (10) business days of its occurrence. The formal grievance shall be submitted in writing specifically indicating that the matter is a grievance under this Agreement. It shall contain a complete statement of facts within reason, the provision or provisions of this Agreement which are alleged to have been violated, and the relief being requested. The supervisor shall then attempt to adjust the matter and shall respond in writing within five (5) business days after such discussion. Any resolution of this step shall not be of precedential value in resolving future grievances.

STEP TWO: OPERATIONS TEAM LEADER

If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Union to the Operations Team Leader within ten (10) business days of the issuance of the Step One response. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. The Manager shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Union representative, at a

time mutually agreeable to the parties. If no settlement of the grievance is reached, the Manager shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting. Any resolution of this step shall not be of precedential value in resolving future grievances.

STEP THREE: DEPARTMENT DIRECTOR

If not adjusted in Step Two, the grievance shall be presented by the Union to the Department Director within ten (10) business days following the receipt of the answer in Step Two. The Department Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his Supervisor and Union representative within five (5) business days after receipt of the grievance from the Union. The Department Director shall then render a decision, based on the information presented during the meeting, within five (5) business days of the meeting. Any resolution of this Step shall not be of precedential value in resolving future grievances.

STEP FOUR: CITY MANAGER

If the grievance is not settled at Step Three 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 City's answer in Step Three. Thereafter, the City Manager or his designee and the Department Director or other appropriate individual(s) as desired by the City Manager, shall meet with the grievant, the 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 at all possible. If no agreement is reached, the City Manager or designee shall submit a written answer to the Union within ten (10) business days following the meeting.

If the grievance is not settled in Step Four and the Union or the City desires to appeal the grievance from Step Four, the Union and/or the City may refer the grievance to arbitration, as described below within fifteen (15) business days of receipt of the City's written answer as provided to the Union at Step Four. If no request for arbitrators is made within fifteen (15) business day of the City's Step 4 answer, the request for arbitration shall be considered waived and withdrawn.

ARBITRATION PROCEDURE

When the grievance is appealed to arbitration, the representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) business days after this meeting, the parties shall request the Federal Mediation and Conciliations Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, mollify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be FINAL and BINDING on the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms herein or impose on any party hereto limitations or obligations not specifically provided for in this Agreement.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

Section 5.5 Grievance Forms

The written grievance as required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the grievant's complaint, the section(s) of this Agreement that have been allegedly violated, if applicable, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the grievant and/or the Union.

ARTICLE 6

LABOR/MANAGEMENT CONFERENCES

SECTION 6.1 Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union representatives and responsible administrative representatives of the Employer. Such meetings are held the second Tuesday of each month. If this schedule needs to be changed for any month, the change must be requested at least seven (7) days in advance by either party. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. Discussion on the implementation and general administration of this Agreement.

2. A sharing of general information of interest to the parties.

3. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

SECTION 6.2 Exempt Issues

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meeting.

SECTION 6.3 Attendance

Attendance at "labor-management conferences" shall be voluntary on the employee's part. Employees shall be compensated for attendance only if the meetings are held during their regular working hours. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 7

SENIORITY

SECTION 7.1 Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment within the Department of Public Works.

SECTION 7.2 Application of Seniority

On all applications of seniority under this Agreement, the employee must have the ability to perform the required work and meet the qualifications of the position. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 of this Article shall govern.

SECTION 7.3 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedures.

SECTION 7.4 Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of thirty (30) months; or
4. accepts gainful employment while on an approved leave of absence from the Department of Public Works, provided that with the prior consent of the City Manager, seniority will not terminate; or
5. is absent for three (3) consecutive scheduled work days without proper notification or authorization.

SECTION 7.5 Seniority Non-Accrual

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence; except for cases of suspensions with/without pay.

ARTICLE 8

LAYOFF AND RECALL

SECTION 8.1 Definition and Notice

A layoff is defined as a reduction in currently filled bargaining unit jobs. The Employer shall give the Union and the employee at least twenty-one (21) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 8.2 General Procedures

In the event of a layoff, employees working under this Agreement shall be laid off in inverse order of seniority as defined in Article 7. However, prior to the laying off of permanent employees, all temporary, introductory, or part-time employees functioning within the bargaining unit shall be laid off or terminated, as the case may be. However, any other provision to the contrary notwithstanding, an employee laid off pursuant to this Article may bump the least senior employee, if any, in the most recent lower job title the employee to be laid off has held in the Department, provided the employee to be laid off has the ability to perform the functions of that position within three (3) working days of normal and proper training.

SECTION 8.3 Recall

Employees who are laid off shall be placed on a recall list for a period of thirty (30) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for a recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Department Director or his designee of his intention to return to work within five (5) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Department Director or his designee with the latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE 9

EMPLOYEE SECURITY

SECTION 9.1 Personnel Records

The personnel record is available during regular business hours for any employee and/or his/her designee to review. However, the record shall not be removed from the Human Resources Department. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments.

SECTION 9.2 Right of Inspection and Copies

Employees will be granted the right to inspect their personnel records and medical records which are related to their employment. The following procedures must be followed in order for the Employer to grant the employee such request:

1. Any employee who wishes to inspect their personnel record must make such request to the Human Resources Manager. An employee may designate another individual to review his file, but must do so in writing.

2. The inspection shall be granted to the employee within three (3) working days from the receipt of the request.

3. The City shall make a copy of the personnel file or any portion thereof at the request of the employee or designee, and at no cost to the employee, within three (3) business days of such request.

SECTION 9.3 Employee Representative

An employee involved in a current grievance may designate in writing a representative to inspect their personnel records in an attempt to resolve said grievance.

SECTION 9.4 Disciplinary Records

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand and/or other documentation is released to an external third party. This requirement will be waived if:

a) The disclosure is ordered in a legal action or FOIA request;
b) Information is requested by a government agency to substantiate an employee's claim or complaint;
c) The employee waives this right in writing.

The Human Resources Department will review the personnel record and delete disciplinary reports and actions that are more than three (3) years old when releasing information to third parties not engaged in judicial action.

SECTION 9.5 Accuracy

If an employee disagrees with the information contained in the personnel record, it will be removed by mutual agreement, or the employee may submit a written statement explaining their position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

ARTICLE 10

SUBCONTRACTING

SECTION 10.1 General Policy

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

SECTION 10.2 Notice and Negotiate

Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area where such policy change will result in a substantial loss of work to bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the City's proposed subcontracting decision and its effect on bargaining unit employees.

ARTICLE 11

UNION RIGHTS

SECTION 11.1 Union Activity During Working Hours

Employees shall, with approval of the Employer, after giving appropriate notice to their supervisor, be allowed to attend grievance hearings and other activities of such nature if established by this contract, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or participants in grievance hearings. Such incidents must relate to disciplinary action of an employee and not be an unreasonable interference with the Employer operations.

SECTION 11.2 Time Off for Union Activities

Local representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The Employee may utilize any accumulated time-off (holiday, personal, vacation days) in lieu of the employee taking such without pay.

SECTION 11.3 Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at the work location. The boards or space shall be for the sole and exclusive use of the Union subject to Employer approval. The items posted shall not be political, partisan, defamatory or inflammatory in nature.

SECTION 11.4 Right to Access

Duly authorized Officials of the Union shall be permitted during normal working hours to enter Employer facilities for purposes of handling grievances or administering the contract where such access does not unreasonably interfere with the Employer operations. The Union Official shall give advance notice to Department Director or his designee that he desires access to the City facilities. The Union shall not abuse this privilege and shall at all times be conducted in a manner so as not to interfere with normal operations.

SECTION 11.5 Union Representatives

The Employer agrees to recognize and deal solely with the International Union of Operating Engineers, Local 150, by and through its Business Representatives or other duly authorized representatives with respect to the administration of the terms and conditions of this Agreement, except as otherwise provided for herein.

Furthermore, the Union shall notify the Employer, in writing, of the selection of its representatives within the bargaining unit (Stewards), which shall not exceed three (3), as well as who shall serve as the Chief Steward. Said Stewards shall have the authority, along with the Union, to process and investigate disputed matters under this Agreement.

ARTICLE 12

BIDDING PROCEDURES

SECTION 12.1 Permanent Vacancy

A permanent vacancy is created when the Employer determines to increase the work force or to fill a position(s) when any of the following personnel transactions take place within the bargaining unit: terminations or resignations.

SECTIONS 12.2 Posting

Whenever a permanent vacancy occurs in an existing job classification, or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 12.3 Selection

The Employer shall fill the permanent vacancy by lateral transfer or from outside of the bargaining unit.

For instances where applicants are equally qualified for a vacant position, as determined by the Employer, the most senior applicant from the bargaining unit will be offered the position.

SECTION 12.4 Introductory Employees

An employee is "introductory" for the first six (6) months of employment with the Employer and if necessary the probationary period may be extended for additional period up to ninety (90) days.

No matter concerning the discipline, layoff, or termination of an introductory employee shall be subject to the grievance or arbitration procedures.

An introductory employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required introductory period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

SECTION 12.5 Return to Unit

Any employee who is promoted or transferred outside of the bargaining unit within the City, and thereafter returns to an open position in the bargaining unit within 90 days, shall be restored to their former bargaining unit seniority. Members of the bargaining unit who leave City employment and thereafter return to City employment, shall not be entitled to a restoration of their former bargaining unit and City seniority.

SECTION 12.6 **Seasonal/Temporary Employees**

Seasonal and/or Temporary workers, hired to supplement bargaining unit staff, shall work no more than six (6) months in any twelve (12) month period.

ARTICLE 13

DISCIPLINE PROCEDURES

SECTION 13.1 In general, the City will practice progressive discipline. Employees shall not be disciplined except for just cause. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures. Discipline will be imposed as soon as reasonably possible within forty-five (45) days of discovery of the event giving rise to the discipline. If the Employer requires beyond forty-five (45) days to complete any investigation and impose discipline, it shall inform the Union in writing of the need for more time and the approximate date when a disciplinary decision will be rendered.

SECTION 13.2 Oral or Written Reprimand

This is a censure, expressing formal disapproval of the actions of an employee, but carries no loss of privileges. Oral reprimands will be recorded in writing in the supervisor's or department's file and will not be recorded in the employee's official personnel file kept in the Personnel Office. When the supervisor issues a written reprimand it should be countersigned by the Department Head. A copy of the written reprimand must be given to the employee and another must be placed in the employee's personnel file.

SECTION 13.3 Suspension Without Pay

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

SECTION 13.4 Demotion

A demotion is the reduction of the class of employment and corresponding permanent reduction in wages. The Department Director may recommend to the City Manager that an employee be demoted.

SECTION 13.5 Suspension Pending Investigation

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

SECTION 13.6 **Dismissal**

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

SECTION 13.7 Prior to the actual imposition of a suspension without pay (other than suspension without pay pending investigation) or discharge, the City shall give the affected employee an opportunity to discuss the circumstances underlying the disciplinary action, which shall take place as soon as practicable and the employee shall be informed at that time of the basis for the disciplinary action. The employee upon request shall be allowed to have a Union Representative present during the discussion, although a discussion will not be inordinately delayed if a Representative is not immediately available. The City shall provide to the employee a copy of any written reprimand that is placed in his file.

ARTICLE 14

HOURS OF WORK AND OVERTIME

SECTION 14.1

(a) The workweek for employees covered herein will consist of forty (40) hours of five (5) consecutive days, Monday through Friday, 7:00 a.m. through 3:30 p.m. The City reserves the right to discontinue an employee's workday anytime after the Employee has worked eight (8) hours. The Employer may temporarily alter the normal work shift for Employees under the following terms:

1. The Employee (s) affected shall receive at least forty-eight (48) hours notice prior to the time they are to report to duty outside of their normal work shift, except in emergency situations.

2. The Union (I.U.O.E., Local 150) shall be notified and an opportunity afforded to meet and discuss any temporary work shift changes prior to their effect, when such change exceeds two (2) weeks or is a change in starting time greater that two (2) hours.

3. The Employer may temporarily change the above starting time between 6:00 a.m. and 8:00 a.m., so long as such change is within a one-half hour (1/2) increment basis (i.e.: not starting at 6:10 a.m. but rather either 6:00 a.m. or 6:30 a.m.). When the starting time is changed within the two (2) hour time window, the Employee(s) affected shall not be entitled to compensation at their appropriate overtime rate of pay therein but shall be subject to the overtime provisions contained in subsection (c) below

(b) Employee (s) shall be paid at their overtime rate for all hours worked in excess of eight (8) hours within a twenty-four (24) consecutive hour period or more than forty (40) hours in one (1) week. All hours worked on holidays and Sundays will be paid at double time, and all hours on Saturdays will be paid at the time and one-half. For the purpose of calculating overtime compensation, "hours worked" shall include all compensable hours, inclusive of any form of paid leave of absence periods.

(c) A second shift may be established with hours from 11:00 p.m. to 7:30 a.m. Employees assigned to this second shift will be paid a shift differential of ten percent (10%) above the current hourly wage rate for all hours actually worked contiguous with their shift. This shift differential does not apply to any paid benefit time.

(d) Employees may be allowed one (1) fifteen (15) minute break period, during the first half of the normal work day. The fifteen-minute break will not create a stoppage of crew work activities unless required by the employer. The fifteen-minute break shall be considered and paid as time worked. A one-half (1/2) hour unpaid lunch period shall be granted approximately mid-way through the normal work day, with Employees being allowed to eat their lunch in the field. They shall be allowed reasonable access to restroom facilities and may acquire or eat their lunch within a reasonable vicinity of their work site so long as there is no unreasonable interference with the Employer's operations.

(e) In lieu of paid overtime, all bargaining unit employees may opt to earn compensatory time off. Employees may accumulate up to sixty (60) hours of compensatory time on a rolling basis

to be used in increments of one hour or more. This 60 hour compensatory time term modifies the terms of Appendices B and C to the extent that they are inconsistent. Compensatory time may be converted by the employee to a wage payment at any time but must be converted into a wage payment before the end of the fiscal year in which it is earned. Except for twenty-four (24) hours which can be used on a same day basis, employees must request use of compensatory time off forty-eight (48) hours in advance, but in either case the Employer retains the right to grant or deny compensatory time use based upon the operational needs of the Department. Compensatory time may not be scheduled before it is earned.

SECTION 14.2 Standby Assignment

The Employer shall make standby assignments as follows:

a) Two employees shall be scheduled on standby for weekends from the end of the regularly scheduled workday on Friday until the beginning of the regularly scheduled workday on Monday morning. Employees on weekend standby shall be compensated with eight (8) hours at straight time in addition to their normal pay if called in.

b) Two employees shall be scheduled on standby on normal workday evenings (Monday through Thursday), from the end of the normal workday to the start of the normal work day the next morning. These employees shall be compensated with two (2) hours at straight time for each weekday served on standby, in addition to their normal pay if called in. The Employer shall not be required to schedule the Monday-Thursday standby during the Winter Operations season.

c) If an employee's standby day falls on a City holiday, he shall be compensated with three (3) hours at straight time in addition to their normal pay if called in.

d) An employee on standby may switch his standby assignments with another employee but must do so by noon the day before his assigned standby day and must notify his supervisor of the switch through submittal of a standby transfer form.

In addition to the above referenced standby assignments, the Employer retains the right to make additional standby assignments at the rates set forth above whenever it deems it necessary to meet the operational requirements of the Department.

Employees on standby must remain sober (as defined by the Commercial Drivers License requirements) be readily available to report to work and provide a primary telephone number at which they can be contacted. If an employee on stand-by cannot be reached at his primary contact number, he must advise the dispatcher of the phone number where he can be reached. Employees must respond to the call-out within fifteen (15) minutes of the time the call is made. Under normal conditions, an employee on standby must be able to reach his reporting location within a reasonable period of time after being notified of the need to respond to the call-out.

SECTION 14.3 Call-Out Pay

Call-out pay is defined as compensation received for non-scheduled or non-prearranged work during off duty periods which is not an extension of the regular work day. When an employee is called-out for duty, he or she shall receive three (3) hours inconvenience pay, at the straight time rate of pay, plus payment at applicable rates for actual time worked (with a one (1) hour minimum) when less than eight (8) hours notice is given (double-time for Sundays and Holidays).

Employees on designated stand-by, on-call employees subject to Section 14.8 (Winter Operations), or where an employee is required to work immediately after his or her regular work period are exempt from inconvenience pay. Stand-by employees when called in will only be paid for actual time worked (with a one (1) hour minimum at applicable rates) and employees on-call (Winter Operations) will be compensated according to Section 14.8.

SECTION 14.4 Required Overtime

The Department Head or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. The Department Head or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The Department Head or his designee will make overtime assignments on a sectional basis. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. If there are no volunteers for overtime, the Department Head or his designee shall assign mandatory overtime on a reverse seniority basis within the section.

SECTION 14.5 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

SECTION 14.6 Rest Period

Employees will work no more than sixteen (16) hours in a twenty-four hour period without being allowed an eight (8) hour, unpaid rest period.

If the rest period falls within the employee's normal workday, the provisions of Section 14.7 shall apply.

SECTION 14.7 Workday Return Home

If the City ends any call-out or the required overtime period ends during the employee's normal workday, then the employee may utilize accrued vacation, compensatory time or personal time to complete the remainder of the workday with compensation. If the employee uses vacation time under this section, it shall not be deducted from his/her ten (10) single day vacation usage under Section 15.3 of this Agreement.

SECTION 14. 8 Winter Operations

Each winter season the City shall institute a Gold and White call-out list for winter operations. For purposes of this Agreement, the winter season shall be defined as the eighteen (18) week period beginning one (1) Friday before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the Gold team, and half to the White team. Teams shall be on-call for winter operations on alternating seven-day periods commencing at noon Friday.

All employees shall provide the City with a primary contact cellular telephone number, which they are expected to turn on and to carry on their person whenever on-call. When called, employees must respond within fifteen (15) minutes of receiving the call.

When call-outs are necessary, Dispatch will contact the on-call employees in the order of their team list (Gold or White). If additional employees are needed after all members of the on-call team have been contacted, Dispatch may also attempt to contact employees from the other team.

An on-call employee may find a qualified alternate from the other team to cover one or more days of his/her on-call duty, provided he/she gives adequate advance notice to supervision during regular work hours. Supervision will notify dispatch to contact the alternate during the period of replacement.

An on-call employee on Sick, Compensatory time, Personal or Vacation Leave is not responsible for call-ins or for finding a replacement during his/her period of leave. However, an employee on Vacation or Personal Leave may remain on-call by notifying supervision. An employee on Vacation Leave on a Friday or Monday shall not be responsible for weekend call-ins.

On-call employees shall receive six (6) hours pay at their regular straight-time rate for each week of on-call duty, in addition to any compensation for hours worked for that week. Employees on-call during a Holiday week (the weeks of Thanksgiving Day, Day after Thanksgiving, Christmas Eve and/or Christmas Day, New Years Day, and, where applicable, Veterans Day), as well as Presidents Day week shall receive nine (9)) hours pay at their regular straight-time rate for that week of on-call duty. An on-call employee on Vacation Leave and unavailable for call-ins for greater than two (2) days of the on-call week shall not receive on-call compensation for that week. An on-call employee who does not respond to one day of call-out shall forfeit one (1) hour of his/her on-call compensation for that week. An on-call employee who does not respond to a second day of call-out during the week shall forfeit an additional two (2) hours on call compensation for that week. The remainder of the employee's on-call pay shall be forfeited if he/she does not respond to a third day of call-out during the week.

On-call employees will respond when called-out. In recognition of the fact that personal emergencies, family responsibilities and other obligations may, from time to time, prevent employees from coming in, employees shall be allowed three (3) non-responses each winter season before disciplinary action shall commence. Should there be twenty (20) or more winter operations call-outs per team during any winter season, employees assigned to that team shall be permitted an additional non-response without discipline for every fifth call-out (i.e. at the 25th, 30th call-outs, etc.). On-call employees who do not respond to a winter call-out after their allotted non-responses have expired (i.e. a fourth non-response) shall be subject to progressive discipline, beginning with a written warning. For purposes of this Agreement, a non-response shall only be charged once per eight (8) hour period when an on-call employee fails to respond to a call-out.

Winter operations shall be defined as services provided by the City of Naperville to improve safety of travel for vehicles and pedestrians due to naturally occurring winter weather conditions. Examples of winter operation, call-out events include, but are not limited to the following:

Snow and/or ice removal, or inspection of any portion of the City's street network.

Snow and/or ice removal, or inspection of bridges or other elevated travel ways in the street network.

Snow and/or ice removal, or inspection of any portion of the city's sidewalk network within the Central Business District, commuter parking facilities, or other Municipal sidewalks and/or parking lots.

Any winter weather condition that occurs as the result of other than natural causes affecting vehicle or pedestrian safety should not be considered a Winter Operations event, including, but not limited to the following:

Water main breaks
Sump pump discharge
House fire
Car fire, etc.

These and similar events should be handled by means other than call-out of winter on-call personnel. If winter on-call personnel are requested to respond to these events, the appropriate compensation will be allowed. During the normally scheduled workday, the City shall have the right to assign winter operations work and/or non-winter operations work to any bargaining unit employee regardless of his team designation.

The Winter Call-Out Policy is attached as APPENDIX A.

SECTION 14.9 Inclement Weather

It is the intent of this provision that employees shall not be exposed to inclement weather conditions that would present a hazard to their health or safety, while still maintaining the essential operations of the Department.

Accordingly, employees shall not be required to work outside of buildings or vehicles on an extended basis when temperatures are below 0°F or over 100°F, as established by the employer. This provision shall apply except in emergency or critical conditions, as determined by the employer.

ARTICLE 15

VACATION

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 to either elect TOP as their leave plan, or stay with the current sick and vacation plan. The City TOP policy is attached hereto as **APPENDIX B.**

Employees hired after ratification of this agreement shall be subject to the PTO 11 time off plan attached hereto as **APPENDIX C.** Employees on PTO 11 who exhaust their accrued time off bank may schedule up to five unpaid days off during the year of exhaustion consistent with existing time off scheduling policies.

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

Service Time	Accrual Per Pay Period		Annual Accrual	Maximum Carryover
	Pay Periods 1-25	26th Pay Period		
0-6 months	0.00 hrs	0.00 hrs	0 hrs	O hrs
7-12 months	3.08 hrs	3.00 hrs	80 hrs or 10 days	80 hrs
Years 1 –3	3.08 hrs	3.00 hrs	80 hrs or 10 days	160 hrs
Start of 4th year	3.39 hrs	3.25 hrs	88 hrs or 11 days	168 hrs
Start of 5th year	3.69 hrs	3.75 hrs	96 hrs or 12 days	184 hrs
Start of 6th year	4.00 hrs	4.00 hrs	104 hrs or 13 days	200 hrs
Start of 7th year	4.31 hrs	4.25 hrs	112 hrs or 14 days	216 hrs
Start of 8th through End of 14th yr.	4.62 hrs	4.50 hrs	120 hrs or 15 days	240 hrs
Start of 15th year	6.15 hrs	6.25 hrs	160 hrs or 20 days	280 hrs
Start of 16th year	6.46 hrs	6.50 hrs	168 hrs or 21 days	328 hrs
Start of 17th year	6.77 hrs	6.75 hrs	176 hrs or 22 days	344 hrs
Start of 18th year	7.08 hrs	7.00 hrs	184 hrs or 23 days	360 hrs
Start of 19th year	7.38 hrs	7.50 hrs	192 hrs or 24 days	376 hrs
Start of 20th year	7.69 hrs	7.75 hrs	200 hrs or 25 days	400 hrs

Maximum total vacation time that can be earned is five (5) weeks (25 days).

However, if during the life of this Agreement the City changes its vacation accrual rates/policies for non-Union employees, the Union shall permit the modification of the vacation leave provisions of this Agreement if the bargaining unit members so choose. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option.

SECTION 15.2 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 15.3 All employees, regardless of the time off plan that they are on, cannot carry-over more than a 125% accumulation of vacation time. Employees with more than 125% of accumulated vacation time on the date of ratification of this Agreement shall be paid for the hours needed to bring them down to the 125% limit. The 125% accrual limit shall then take effect on June 1, 2015. As of that date, any vacation hours above the 125% limit shall be forfeited and employees shall only accrue time off up to the 125% limit. This language modifies the terms in the attached Appendices B and C.

Employees may take their annual vacation all at one time or divide their total time into separate periods each not less than one (1) week in length except that ten vacation periods may be taken in increments of four (4) or more hours, but in no case, except with department head approval (or designee), shall an employee take more than ten (10) single day occurrences (4 or 8 hour periods) in a year. An employee may take his vacation on separate occasions provided that the Employer reserves the right to assign vacation periods to the extent it deems necessary to avoid disruption of operations. An employee may have five (5) same day call ins (defined as notice after the end of their shift for the following day) per calendar year. Vacation time may be used to supplement regular time when an overtime assignment runs into the regular workday.

SECTION 15.4 The Department Director or his designee shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that Department Supervisors can program the work of the Department. Vacation schedules shall be arranged so as to provide as minimal a disruption to 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 15.5 When an employee's service with the Employer is terminated, he shall receive compensation for unused vacation leave accumulated. Any employee who leaves the Employer's service before completing six (6) months of full and continuous service will receive no vacation pay.

SECTION 15.6 Vacation credit will not be accumulated during any type of leave of absence without pay.

SECTION 15.7 When an employee has accumulated sick leave time to the maximum of one hundred twenty (120) days allowed, sick leave may be converted to vacation leave on the basis of ten (10) days sick leave for each day of vacation leave.

SECTION 15.8 All new hires within the bargaining unit shall receive the same vacation, and sick plan then in effect for newly hired non-union employees. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option.

ARTICLE 16

HOLIDAYS

SECTION 16.1 Twelve (12) paid holidays are granted to employees. For each holiday employees will receive eight (8) hours of pay at the employee's straight time hourly rate. The holidays are as follows: New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and two floating holidays. Employees on PTO 11 shall not be entitled to floating holidays. Employees will be allowed to select two (2) days off as their floating holidays anytime between January 1st and December 31st, subject to supervisory approval. Employees will receive eight (8) hours of pay at their straight time hourly rate for the floating holiday. When an employee works on a City observed holiday or on President's Day if he chooses it as a floating holiday, he shall be paid at two (2) times his regular hourly rate of pay for each hour worked; in addition to receiving eight (8) hours of straight time for holiday pay.

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

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

Time to vote will be made available if a reasonable period of off-duty time is not available.

SECTION 16.2 Employees who work a minimum of four (4) hours on an observed holiday may elect to receive either, 1) a vacation day in lieu of their holiday worked, or 2) holiday pay. If an employee elects to take a vacation day, this day must be taken as a full eight (8) hour period, and within thirty 30 days of the observed holiday worked. The holiday time or pay must be taken within the current fiscal year. If the vacation day is not taken within the thirty (30) day period, holiday pay at the appropriate rate will be given to the employee.

ARTICLE 17

LEAVES OF ABSENCE

SECTION 17.1 Short-Term Leave of Absence

Leave without pay may be granted for a period of up to one (1) month where the continued absence of the employee does not adversely affect the ability of the City to adequately perform its governmental function, (four (4) calendar weeks) during the calendar year, if all vacation time is exhausted. A request for short-term leave shall be in writing to the Department Director and may be granted with the approval of the City Manager. At the completion of a short-term leave an employee will return to his or her previous position and status without change to seniority and salary. Vacation, sick leave, and holiday pay shall not accrue nor be paid during this period. If the employee does not return to work after a short-term leave, any other benefits paid by the City during the leave shall be repaid at termination by the employee. Any employee who does not report back to work within five (5) days of the end of an unpaid absence shall be considered to have terminated his or her employment with the City.

SECTION 17.2 Maternity Leave

Disabilities or illness caused or contributed to by pregnancy, miscarriage, abortion, and recovery there from are subject to the same provisions as any other illness or disability under the sick leave, unpaid leave, vacation, and pension fund policies. Employees requiring such leave shall notify their Department Director and the Human Resources Department at least one (1) month prior to the anticipated date of delivery. Employees may work as long as health permits as verified by their physician. A doctor's statement verifying continuing disability will be required six (6) weeks after delivery. A doctor's statement must be provided verifying ability to return to work. Any employee who does not report back to work within five (5) days of the expiration of a maternity leave of absence shall be considered to have terminated her employment with the City.

SECTION 17.3 Extended Leave of Absence

Extended leave without pay may be granted for a period not to exceed one (1) year where the continued absence of the employee does not adversely affect the ability of the City to adequately perform its governmental function. Requests for extended leave shall be in writing to the Department Head and may be granted with the approval of the Department Director and City Manager. Sick leave, vacation, and holiday benefits will not accrue during the period of leave of absence. The employee shall have the right to assume health and life insurance payments and remain a part of the group medical coverage during the leave. If the employee is granted a leave of absence of more than one (1) month, the employee is not guaranteed reinstatement to his or her former position. The Employee may be replaced at the discretion of the Department Director, the approval of the Human Resources Department and the City Manager.

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

During a period of approved short or long-term leave for purposes other than illness or accident, the employee shall not accept any other employment for remuneration. Employees on approved short or long-term leave due to illness or accident may accept other employment for remuneration so long as the required duties do not aggravate the illness or injury.

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

SECTION 17.4 Jury Duty Leave

Employees called upon for jury duty should notify their Department Director as soon as possible. Time off without pay shall be granted to individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hours per day will be paid for the period served if the employee provides a copy of the notice or other evidence of actual days served. The employee should submit proof of service with his or her time sheet to receive a regular paycheck. An employee's time served on jury duty shall not be charged against sick time or vacation time and shall be considered as time worked. Employees may keep any payment for jury duty served.

SECTION 17.5 Funeral Leave

When there is a death in the immediate family, an employee will be granted up to three (3) working days off between the date of death and the date of the funeral or other memorial service. (A working day is defined as eight (8) hours for an employee who normally works forty (40) hours per week. Part-time employees' time is pro-rated.) These days shall be granted without loss of pay and without charge to accrued leave. Immediate family is defined as spouse, parents, parents-in-law, children, brothers and sisters, brothers- and sisters-in-law, grandchildren, grandparents, grandparents of spouse or other persons who have been members of the employee's household at the time of death (this list includes relationships of "step," "half," and "great.") Time taken in addition to three days funeral leave may be taken at the discretion of the employee with approval of the Department Director and will be chargeable to other accrued leaves excluding sick leave. This provision does not prohibit an employee from using available time off under other provisions of this Agreement.

SECTION 17.6 Military Leave

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

SECTION 17.7 Sick Leave (For non-TOP and non-PTO 11 Employees)

a) Sick leave for employees not on the TOP plan or the PTO 11 plan shall be earned, effective with the first day of employment, at the rate of one and one-quarter (1.25) days for each month employed by the City.. Any employee who terminates employment and has utilized unearned sick leave days shall be required to repay the City for such days upon his termination.

b) However, if during the life of this Agreement the City changes its sick leave accrual rates/policies for non-Union employees, the Union shall permit the modification of the sick leave

provisions of this Agreement if the bargaining unit members so choose. Each bargaining unit member will have a one-time election to either stay with the current program for sick and vacation time or change to the new program for sick and vacation time. The Union agrees that any such changes will be effective for employees under this Agreement upon the effective date of the City's new accrual rates/schedule. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option.

c) All new hires within the bargaining unit shall receive the same vacation, sick and paid time off plan then in effect for newly hired non-union employees. Furthermore, in the event that the City in the future allows non-union employees to either select another plan or modify their current plan, bargaining unit employees shall have the same option.

SECTION 17.8 Sick leave with pay may be accumulated without limitation for any employee not in the TOP or PTO 11 plan. Sick leave may be converted to vacation time as provided above.

SECTION 17.9 RHSP (Excludes employees on PTO-11)

Accumulated sick leave up to ninety (90) days total as of the final day of actual work shall, upon formal retirement from the City's service, be converted to earned vacation as a retirement "bonus" and the employee shall receive said amount in the form of pay. Within sixty (60) days of the signing of this agreement, instead of a cash bonus, the retirement bonus will be placed in the employee's (1) Section 457 plan account, up to the plan maximum, with any excess funds placed into the employee's 401 (a) account; or (2) based upon the demonstrated need of the employee, into the employee's retiree health savings account. All new hires within the bargaining unit shall receive the same vacation, sick and paid time off plan then in effect for newly hired non-union employees. If during the life of this agreement the City increases it sick leave payout for non-union employees who participate in the City's vacation, sick and paid time off plan in effect at the time of the execution of this Contract, then bargaining unit employees employed at the time of the change shall receive the same increase. The City Retirement Health Savings Plan (RHSP) is hereby incorporated into the Agreement for all bargaining unit employees.

SECTION 17.10 Sick leave may be granted for employees not in the TOP or PTO-11 plan any of the following reasons:

a) Incapacitation due to illness, injury or disability;

b) Personal medical or dental appointments which cannot be scheduled during non-working hours (all reasonable effort will be made to schedule routine appointments during non-working hours).

c) Absence required by illness or disability of the employee's spouse, children, parents, parent-in-law, sister, and brothers, other persons living in the employee's household are also included. An employee may request additional time for extenuating circumstances from the Department Director.

d) Fathers may use up to five (5) sick days for the birth of his child.

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.

SECTION 17.11 When an employee has accumulated sick leave in excess of one hundred twenty (120) days, sick leave may be converted to vacation leave on the basis of ten (10) days sick leave for each day of vacation leave.

Vacation credit will not be accumulated during any type of leave of absence without pay.

SECTION 17.12 The Department Director will establish reasonable procedures for employees to notify their supervisors of absence and intent to use sick leave. If the sick leave is used for more than five (5) consecutive days, or in conjunction with a day off, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than five (5) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than five (5) instances of absence for sick leave in any one (1) year (contract year period). Employees are responsible for obtaining a physician's statement when required. The City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

SECTION 17.13 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 not in the TOP plan incurs a serious illness that requires a lengthy absence, physician care or hospitalization and all accumulated sick leave is exhausted, arrangements can be made to receive advance sick leave.

(a) 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:

(b) 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 benefits, the employee must apply to the appropriate pension fund for coverage if he is to become indebted to the City for sick leave.

After applying to the appropriate pension fund for coverage, the employee may borrow sick leave until the pension fund approves the employee's application, subject to the maximum of thirty (30) days.

(c) 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.

(d) 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 City 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 City. If an employee dies while still in service to the City and is indebted to the City for borrowed sick leave, then the debt still due shall be cancelled by the City.

SECTION 17.14 Sick leave may also be used, at the employee's discretion, to supplement Worker's Compensation payments provided by the City or its insurance carrier in accordance with the provisions of the Illinois Statutes for "in lieu" salary purposes. Said sick leave payments shall not exceed an amount equal to the difference between the employee's regular pay and said Worker's Compensation payments, and may be paid until the employee's return to work or his accumulated sick leave credits are used up. The employee must inform Human Resources if he/she wishes to supplement his/her Worker's Compensation payment with
accrued sick leave.

SECTION 17.15 All absences with pay granted under this provision shall be based on the basis that the reason given by the employee for same is valid and that the request is in conformance to the policies herein stated, and shall be subject to investigation by the City. Errors of fact or omission on the part of the employees may be cause for loss of leave with pay or disciplinary action.

ARTICLE 18

DUES DEDUCTION AND FAIR SHARE

SECTION 18.1 Dues Deduction

While this Agreement is in effect, the City will deduct from each employee's paycheck once each pay period the regular monthly Union dues assessed by Local Union #150 for each employee in the bargaining unit who has filed with the City a voluntary, effective check-off authorization. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues 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 the period, the Union shall be responsible for collection of dues. Local Union #150 agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. Local Union #150 may change the fixed uniform dollar amount, which will be considered the regular monthly fees once each year during the life of this Agreement. Local Union #150 will give the City thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

SECTION 18.2 Fair Share

Any present employee who is not a member of Local Union #150 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 by 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 City has not received a written authorization as provided for above, the City shall deduct from the wages of the employee the Fair Share financial obligation, including any retroactive amount due and owing and shall forward said amount to Local Union #150 on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

a) Local Union #150 has certified to the City that the affected employee has been delinquent in his obligations for at least thirty (30) days;

b) Local Union #150 has certified to the City 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 Local Union #150 of his obligation pursuant to this Article and of the manner in which Local Union #150 has calculated the Fair Share fee;

c) Local Union #150 has certified to the City 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 F.M.C.S. 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 18.3 Objections on Other Grounds

Any non-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 Local Union #150 for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.

Any such employee with any such objection shall process his objection in accordance with the notice and obligation procedure established by Local Union #150 which procedure shall be consistent with the requirements of law.

SECTION 18.4 Religious Objections

The objections to pay a Fair Share fee to Local Union #150 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 Local Union #150. Upon proper substantiation and collection of the entire fee, Local Union #150 will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and Local Union #150 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 6 G of the Act.

SECTION 18.5 Indemnification

Local Union #150 and the City agree to indemnify and save the City harmless against any claims, demands, suits or other forms of liability which may arise by reason of action taken or omitted by Local Union #150 or the City acting in good faith, in complying with the provisions of this Article.

ARTICLE 19

EMPLOYEE TRAINING AND SAFETY

SECTION 19.1 Employees shall be offered employee training and educational opportunities pursuant to the current practices of the Department of Public Works.

SECTION 19.2 The City shall pay $.35 per hour for 2080 hours per calendar year for eight (8) employee slots to the Union training fund for each year of the Agreement. The City retains exclusive right to control, and to determine, the employees sent to training, when they are sent, and the number of hours spent in training.

SECTION 19.3 The City will make reasonable efforts to train all bargaining unit employee in OSHA certification/recertification in ten (10) hour trainings over the life of the Agreement. The City can utilize the Local 150 training center to accomplish this training.

SECTION 19.4 Nothing in this Agreement shall abrogate or affect in any way the City's right to establish, modify or enforce its safety rules and regulations, or to establish or operate its safety committee.

SECTION 19.5 The City shall reimburse employees for the cost of acquiring and maintaining their Commercial Drivers License, including any endorsements that the Employer requires employees to acquire or maintain.

ARTICLE 20

SUPERVISORY WORK

SECTION 20.1 Supervisory personnel shall devote no more than two (2) hours of their time during a regular work day to work generally assigned to bargaining unit employees and shall not perform work which will directly cause loss of existing bargaining unit jobs. Management will make all reasonable effort to avoid supervisory personnel from operating heavy equipment.

SECTION 20.2 Supervisors may perform up to a maximum of one (1) hour of incidental work outside of the regular workday when engaged in circumstances/conditions which affect the health, safety or welfare of the community when no bargaining unit members are immediately available to perform the work.

SECTION 20.3 In emergency situations, as declared by the City Manager or his designee, supervisory personnel may perform bargaining unit work until relieved by bargaining unit employees. Bargaining unit employees shall be called out to work immediately when an emergency is declared.

ARTICLE 21

INSURANCE

SECTION 21.1 Health and Dental Insurance

The City 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, as the same may be changed from time to time by the City. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as 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 benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

SECTION 21.2 Employee Health and Dental Insurance Premium Contributions

Employees participating in the Employer sponsored group health and dental insurance plans shall pay a monthly employee premium contribution equal to 20% of the monthly premium amount. The Employer shall adjust the premium amounts for each plan and plan option effective on January 1 of each year. For purposes only of calculating employee premium contribution amounts, the Employer shall not base the employee premium contributions on any amount exceeding a fifteen percent (15%) increase over the prior year premium amounts. Employee premium contributions for the remainder of 2017 are appended hereto as **Appendix D**.

SECTION 21.3 Terms of Policies to Govern

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

ARTICLE 22

TOOLS AND EQUIPMENT

All necessary tools and equipment to perform assigned work will be provided by the Employer, and shall be replaced as needed, as determined by the employer. Necessary tools and equipment include:

1. Uniforms

2. Raingear: Rainwear Set
   Hip Waders

3. Personal Protective Equipment:

Gloves
Hard hats (with liners)
Safety glasses
Winter and Summer Safety Boots
Goggles
Hearing protection

4. Hip Waders

5. 5 Buckle Boots

6. Coveralls

7. First Aid Supplies

8. Safety Vests and Jackets that meet or exceed ANSI 107 Class II Standards

9. Personal Protective Equipment for Forestry Employees that is specific to their function:

- Climbing Saddles.
- Hard Hats with Face Shields and Ear Muff attachments.
- Protective Pants or chaps the meet or exceed ASTM F1897 standard specifications for leg protection for chain saw users.

The Employer shall reimburse employees up to $165.00 toward the cost of replacing safety boots.
The Employer shall reimburse employees up to $200.00 for the cost of prescription safety glasses.

ARTICLE 23

MEAL ALLOWANCE

SECTION 23.1 An employee who is required to work unscheduled overtime (with less than eight (8) hours notice), shall be eligible for a fifteen-dollar ($15.00) meal or meal allowance if the employee works past a mealtime. A mealtime is defined as 6:00 a.m., 12:00 noon, 6:00 p.m. and 12 midnight.

Scheduled overtime, with eight (8) or more hours of notification, shall be exempt from a meal allowance.

SECTION 23.2 If an employee can be temporarily released for a meal, he shall be given a meal allowance in accordance with Section 23.1 and shall eat on the Employer's time. If he cannot be temporarily released, the Employer either will 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 thirty (30) minutes. If the employee cannot be released, he shall receive an additional one-half hour of pay at the appropriate rate.

ARTICLE 24

WAGES

SECTION 24.1 Wage Schedule

During the life of this Agreement, employees will be paid according to the wage schedule set forth in **Appendix E.**

ARTICLE 25

SAVINGS CLAUSE

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

ARTICLE 26

COMPLETE AGREEMENT

SECTION 26.1 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article 3. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

SECTION 26.2 This Agreement shall be effective from May 1, 2017, and shall remain in effect until December 31, 2021, except as hereinafter provided. After December 31, 2021, this Agreement shall continue in effect from year to year, except that no wage increase of any nature will be granted beyond the expiration of this Agreement, hereafter unless notice of termination or renegotiation is given in writing by registered or certified mail by either party not less than sixty (60) nor more than ninety (90) days before midnight, December 31, 2021, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by Employer, shall be addressed to International Union of Operating Engineers, Local No. 150, 6200 Joliet Road, Countryside, Illinois 60525, and if by Local No. 150, at the Office of the City Manager, 400 South Eagle Street, Naperville, Illinois 60540. Either party may, by a like written notice, change the address to which such notice shall be given. Termination notices or renegotiation notice shall be considered to have been given as of the date shown on the postmark.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of December, 2017

CITY OF NAPERVILLE

Douglas A. Krieger
City Manager

Pam LaFeber
City Clerk

LOCAL NO. 150

James Sweeney
Business Manager/ President

Deanna M. Distasio

Retirement Incentive Agreement Side Letter

A retirement incentive shall be made available to the first five (5) eligible bargaining unit employees who apply for the incentive. Application must be made in writing, dated and delivered to either the Director, Deputy Director or Human Resources representative. If two or more employees apply for the fifth slot on the same date, bargaining unit seniority shall be used as the tie breaker.

To be eligible for the incentive, an employee must be vested and retirement eligible under IMRF rules during the period set forth below. The employee must elect either COBRA or retiree insurance coverage per state law to receive the incentive.

The incentive shall be twelve (12) months of fully paid medical insurance continuation per the employee's current election of coverage for the period February 1, 2018 through January 31, 2019. Eligible employees who decide to retire during this period shall receive a pro rata incentive based upon their date of retirement. For example, an employee electing an April 1, 2018 retirement date shall receive the incentive for ten months through January 31, 2019.

This Retirement Incentive Agreement Side Letter is effective only for the dates set forth above.

Deanna M. DiStasio
I.U.O.E. Local 150

City of Naperville

Memorandum of Understanding
Between
The City of Naperville and I.O.U.E. Local 150

After fully discussing the matter and in the spirit of cooperation, I.O.U.E. Local 150 ("Union") and the City of Naperville ("City") agree to the following :

1. Effective on the date of this agreement, the collective bargaining agreement ("CBA") between the Union and City in effect as of May 1, 2017 covering the Equipment Operators shall be amended to substitute the attached amended Article 14.8 for the Article 14.8 currently in the CBA.

City of Naperville	4/24/18 Date	I.U.O.E. Local 150	april 18, 2018 Date

SECTION 14.8

On-call employees shall receive six (6) hours pay at their regular straight-time rate for each week of on-call duty, in addition to any compensation for hours worked for that week. Employees on-call during a Holiday week shall receive nine (9) hours pay at their regular straight-time rate for that week of on-call duty. Holiday week is defined as the weeks of Thanksgiving Day/Day after Thanksgiving, Christmas Eve and/or Christmas Day, New Year's Day, Presidents Day and Veterans Day if it falls within Winter Operations season.

On-call employees who do not respond for call-ins for one (1) day of the call-in week shall lose one hour of on-call pay for that week. Employees who do not respond for call-ins for two (2) days of the week shall lose two hours of on-call pay for that week. Employees who do not respond for call-ins for three (3) days of the week shall lose the remainder of their on-call pay for that week.

Employees on Approved Leave and Unavailable

On-call employees on approved leave and unavailable for call-ins for one (1) day of the on-call week shall lose one hour of on-call pay for that week. Employees unavailable for call-ins for two (2) days of the week shall lose two hours of on-call pay for that week. Employees unavailable for call-ins for three (3) days of the week shall lose three hours of on-call pay for that week. Employees unavailable for call-ins for four (4) days or more of the week shall lose the remainder of on-call pay for that week.

APPENDIX A

DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE PROCEDURE

Winter Call-Outs

POLICY

It is the policy of the Department of Public Works to follow the labor contract with Local 150 for winter operation call-outs. In addition to the procedures for winter operations in the labor contract, the Department of Public Works has developed call-out policies and procedures in order to provide employees with equitable compensation.

DEFINITIONS

Winter Call-Out: Each winter season the City shall institute a Gold and White call-out list for winter operations. As defined in the labor contract with Local 150, the winter season is defined as the 18 weeks period beginning the Friday before Thanksgiving each year. Half of the bargaining unit employees shall be assigned to the Gold team, and half to the White team. Teams shall be on-call for winter operations on alternating seven-day periods commencing at noon on Friday.

Winter Operations: As defined in the labor contract with Local 150, winter operations are defined as services provided by the City of Naperville to improve safety of travel for vehicles and pedestrians due to naturally occurring winter weather conditions.

ELIGIBILITY

This procedure applies to all Equipment Operators in the Department of Public Works.

PROCEDURES

City Procedures:

1. When call-outs are necessary, Dispatch will contact (by phone or pager) the on-call employees in the order of their team list (Gold or White). An employee who does not respond when called at home shall be paged. The employee should contact dispatch within 15 minutes of the page.

2. If an employee on-call does not respond, or if he is not available for the call-out, the route driver from the other team will be called first. If they are on paid leave and have

specified on their request for leave that they are not available for winter operations they will not be called. If the route partner is not available for the call-out, their name will not be moved down on the winter on-call list, unless they were the next person slated to be called. If the route partner is not available, the Supervisor will decide if another Operator will be called to fill that spot.

3. If the route partner is not available, a replacement may be found by calling the next Operator on the rotating seniority list. The rotating overtime list will be kept for each team by seniority. When an employee is contacted regarding an overtime opportunity and he either accepts, rejects, or does not respond to a call within ten minutes, his name will be moved to the bottom of the overtime list. The next time an overtime opportunity is available, the next person on the rotating overtime list will be contacted. The off team rotating list is also used for non-section specific, unscheduled, non-winter events (for example, salting a water main break).

4. If an Operator has switched on-call with another Operator and he is currently working and his name comes up on the off-team rotating list his name will be crossed off the rotating list and the next person on the list will be called.

5. In the event that only part of a team is needed for a winter operation (for example - snow drifting, bridge de-icing, sidewalk/train station de-icing or snow removal,), the team on-call will be called from it's rotating seniority overtime list.

6. If a winter event happens during the work day and overtime is required, the on-call team will be required to stay past 3:30. The other team will be scheduled to come back if needed.

7. If an employee is on stand-by, they will still be called in for the call-out if their name is next on the rotating seniority list. If stand-by person is already in on another call they may be used for a winter operations call if one comes in while they are already at work.

8. For the winter season, a maximum of 4 Operators per team (gold/white) will be allowed to be off and unavailable at any one time. Management reserves the right to accept or reject requests for time off based on the needs of the department. Exceptions to this rule may be made by Management based on workload and weather conditions. An employee on approved leave will not be called (unless they have indicated that they are available) and will be moved down the rotating seniority list. (See administrative procedure for PTO requests during winter operations for more details)

9. All scheduled overtime during the winter season, including scheduled load-out/snow melter activities in the central business district and at the train stations, will be offered to the off call team by posting the overtime opportunity on the bulletin board. If enough volunteers are not found for the assignment, it will become mandatory for the

off call team by reverse seniority, **Leaf Collection is exempt from this policy – all eligible Operators will be available for the overtime associated with the leaf collection program.**

10. All section specific, unscheduled OT will be offered to the appropriate section based on seniority. The Overtime will be offered to both on and off call teams by seniority. When stand-by people are available, they will be called first.

11. All other procedures outlined in the labor contract with Local 150 will be followed.

Union Procedures:

1. It is the responsibility of the employee to notify his Supervisor if he is unavailable for winter call-outs, and the Supervisor will post that information in Snow Command.

2. If an employee is seeking a replacement for his call-out responsibility, the employee must fill out the Winter On-Call Transfer form and return to his Supervisor.

3. If an employee agrees to be a substitute for another employee he is responsible for any call-ins. If the substitute employee does not respond to a call, he will be charged with a non-response and it will result in a loss of a portion of the on-call pay.

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
- ☐ PTO cash out
- ☐ Compensatory Time
- ☐ Sick Leave Donation Bank
- ☐ Sick Leave Incentive: 401(a)
- ☐ Payment and Conversion of Leave Time at Retirement and Separation

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.

Start of Year	Annual PTO Accrual (hrs)	*Accrual Per Pay Period (hrs)	Maximum Accrual
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, 2013, the maximum accrual allowed will be reduced by 20% per year through May 1, 2017, 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. Employees may convert 10 sick days to 1 PTO day anytime their sick leave bank is in excess of 960 hours.

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.

PTO CASH OUT

Employees may cash out up to a maximum of 48 PTO hours on a fiscal year basis if they have at least 640 hours of sick leave accrued.

COMPENSATORY TIME

Compensatory time allows any non-exempt employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 ½ times the employee's regular rate of pay) and elects to have those hours banked as compensatory time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval.

A maximum of 60 hours of compensatory time may be accrued at any one time unless otherwise specified under a collective bargaining agreement. An employee may elect to have compensatory time paid out on any *subsequent* paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

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

TOP SICK LEAVE DONATION BANK

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

- An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.

☐ To care for a member of an employee's immediate family (defined as an employee's spouse, parent or child) who has a serious health condition as defined under the Family and Medical Leave Act (FMLA) and is certified as such by a Physician.

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

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

SICK LEAVE INCENTIVE – 401(a)

Each year, employees who utilize 3 or less workdays/24 hours of sick leave will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the multiplier in the following table:

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

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

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

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

The sick leave incentive will be paid by the city into the employee's individual 401(a)

account. The city's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

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

CONVERSION OF SICK LEAVE AT SEPARATION, RETIREMENT, OR DURING EMPLOYMENT

Sick leave that is earned beyond 120 days (960 hours) may be converted to Paid Time Off (PTO) at the rate of 10 sick leave days for one day of vacation and be paid in cash. Due to the maximum accrual of 960 hours under TOP, this provision will only apply to employees hired before June 9, 2001 and who elected TOP with an excess of 960 sick leave hours.

APPENDIX C

City of Naperville
Employee Policy Manual

3.22 Leave Policies - PTO - 11

Document Owner: HR Generalist	**Version: 3**
Approved by: City Manager	**Effective Date: 8/1/13**

Printed copies are for reference only. The official version of the Employee Policy Manual is located at http://vmppm.

Introduction

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11was 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, 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, 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 this maximum accrual allowed is reached, PTO-11 accruals are capped and no further accruals occur until the accrued time 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 an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.

Should a paid holiday fall 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.

Compensatory Time

Compensatory time may or may not be permitted depending on departmental work rules. For those departments that permit compensatory time the following applies: Compensatory time allows any non-exempt employee to bank payment for overtime hours worked and use it as paid leave time later on. For example, if an employee works 4 hours of overtime (at 1 ½ times the employee's regular rate of pay) and elects to have those hours banked as compensatory

time, 6 hours would be credited to his compensatory time bank. Utilization of compensatory time is subject to supervisory approval.
A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

Bridge to IMRF Disability

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

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 31st calendar day, the City, then, will provide additional paid leave to that employee in order to "bridge the gap" until that 31st calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

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

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO-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 (i.e., a maximum of 20 work days to reach the 31st calendar day out). The paid time off bridge benefit will be limited to once in any 12-month period, per employee.

APPENDIX D

City of Naperville
Monthly Contribution Rates
2017

	Group Number	2017 Monthly Rates Total Premium	20% Employee Contibution	80% City	Per Paycheck
BCBS Medical					
Blue Advantage HMO	B03195				
Employee		$ 579.17	$ 115.83	$ 463.34	$ 57.92
Employee + Spouse		$ 1,145.84	$ 229.17	$ 916.67	$ 114.58
Employee + Child(ren)		$ 1,103.60	$ 220.72	$ 882.88	$ 110.36
Employee + Spouse and Child(ren)		$ 1,728.22	$ 345.64	$ 1,382.58	$ 172.82
Traditional PPO Plan	PC0713				
Employee		$ 648.38	$ 129.68	$ 518.70	$ 64.84
Employee + Spouse		$ 1,360.03	$ 272.01	$ 1,088.02	$ 136.00
Employee + Child(ren)		$ 1,341.48	$ 268.30	$ 1,073.18	$ 134.15
Employee + Spouse and Child(ren)		$ 2,058.81	$ 411.76	$ 1,647.05	$ 205.88
Blue Edge PPO Plan - CDHP/HCA	PC0674				
Employee		$ 486.42	$ 97.28	$ 389.14	$ 48.64
Employee + Spouse		$ 1,024.00	$ 204.80	$ 819.20	$ 102.40
Employee + Child(ren)		$ 989.21	$ 197.84	$ 791.37	$ 98.92
Employee + Spouse and Child(ren)		$ 1,532.06	$ 306.41	$ 1,225.65	$ 153.21
Blue Edge PPO Plan - HDHP/HSA	PC0714				
Employee		$ 413.42	$ 82.68	$ 330.74	$ 41.34
Employee + Spouse		$ 870.32	$ 174.06	$ 696.26	$ 87.03
Employee + Child(ren)		$ 840.75	$ 168.15	$ 672.60	$ 84.08
Employee + Spouse and Child(ren)		$ 1,302.11	$ 260.42	$ 1,041.69	$ 130.21
Delta Dental	11408				
Employee		$42.24	$ 8.45	$ 33.79	$ 4.22
Employee + One		$79.66	$ 15.93	$ 63.73	$ 7.97
Employee + Family		$105.91	$ 21.18	$ 84.73	$ 10.59
EyeMed Vision	9864489				
Employee		$ 6.32	$ 6.32	$ -	$ 3.16
Employee + One		$ 12.36	$ 12.36	$ -	$ 6.18
Employee + Family		$ 18.52	$ 18.52	$ -	$ 9.26

APPENDIX E

STEP	5/1/2017 2.75%	1/1/2018 2.25%	1/1/2019 2.25%	1/1/2020 2.0%	1/1/2021 2.0%
Start to 6 months	$23.7488	$24.2832	$24.8295	$25.3261	$25.8326
6 to 12 months	$24.4196	$24.9690	$25.5308	$26.0414	$26.5623
13 to 24 months	$25.7611	$26.3407	$26.9334	$27.4720	$28.0215
25 to 36 months	$27.0921	$27.7017	$28.3250	$28.8915	$29.4693
37 to 48 months	$28.3917	$29.0305	$29.6837	$30.2773	$30.8829
49 to 60 months	$29.7332	$30.4022	$31.0862	$31.7079	$32.3421
61 to 72 months	$31.0328	$31.7310	$32.4449	$33.0938	$33.7557
73 to 84 months	$32.3533	$33.0813	$33.8256	$34.5021	$35.1921
85 to 96 months	$33.6738	$34.4315	$35.2062	$35.9103	$36.6285
97+ months	$34.8581	$35.6425	$36.4444	$37.1733	$37.9168