

AGREEMENT

BETWEEN

THE CITY OF NAPERVILLE

(Department of Public Works)

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL UNION NO. 150

Field Supervisors

May 1, 2016 through December 31, 2020

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:

Including: All persons employed by the City of Naperville in its Department of Public Works in the following job classification: Department of Public Works Field Supervisor.

Excluded: All other employees of the City of Naperville. All confidential, supervisory and managerial employees as defined by the Illinois Public Labor Relations Act.

SECTION 1.2

New Job Classifications

The City may establish, modify or eliminate job classifications and the requirements of those classifications. 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, so that the Union can determine whether it claims the new classification to be properly included in the bargaining unit. The Union may notify the City within seven (7) calendar days of a desire to meet for the purposes of negotiating whether the new classification is properly included in the bargaining unit and, if so, the salary rate of the classification. If the parties are unable to agree on any issue related to the new classification, the Union shall have the right to grieve the matter pursuant to the Grievance Procedure commencing at Step Three of the Procedure.

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 his rights as defined under the Illinois Labor Relations Act.

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 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;

To determine the duties, responsibilities and work assignments of any position or job classification;

To establish 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); and

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 outside of this Article 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. 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 as amended from time to time, to the extent that they are 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 an express provision(s) 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 only 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 and Arbitration**

Step One - Supervisor

The employee, with or without a Union representative, shall first attempt to resolve a grievance with his 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 meet with the employee and attempt to adjust the matter. If a resolution is reached it shall be reduced to writing within five (5) business days after such resolution. If the grievance is not resolved, the supervisor shall issue a written Step One Response within five (5) business days of the meeting.

Step Two – Operations Team Leader

If not adjusted in Step One, the grievance shall be presented by the Union to the Operations Team Leader. 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 Team Leader 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 a union representative, at a time mutually agreeable to the parties. If a resolution is reached it shall be reduced to writing within five (5) business days after such resolution. If no resolution of the grievance is reached, the Team Leader shall provide a written answer to the grievance within five (5) business days following the meeting.

Step Three – Department Director

If not adjusted in Step Two, the grievance shall be presented by the Union to the Department Director within five (5) 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 will schedule a meeting with the grievant, his supervisor and a union representative within five (5) business days after receipt of the grievance from the Union. If a resolution is reached it shall be reduced to writing within five (5) business days after such resolution. If no resolution of the grievance is reached, the Department Director shall provide a written answer to the grievance within five (5) business days following the meeting.

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 fifteen (15) business days of receipt of the Union's appeal, if at all possible. If a resolution is reached it shall be reduced to writing within five (5) business days after such resolution. If no resolution of the grievance is reached, the City Manager shall provide a written answer to the grievance 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 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. A request for arbitration must be made in writing to the other party. If no written request for arbitration is made within fifteen (15) business day of the City's Step 4 answer, the grievance shall be considered resolved based upon the Step Four answer and the matter shall be considered not arbitrable.

ARBITRATION PROCEDURE

When the grievance is appealed in writing to arbitration, the representatives of the Employer and the Union shall meet to select an Arbitrator from a list of mutually agreed to arbitrators. Neither party shall be required to present an issue of substantive arbitrability to an arbitrator for decision. If the parties are unable to agree on an arbitrator within ten (10) business days after the written request for arbitration, the parties shall request the Federal Mediation and Conciliation 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 procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of procedural arbitrability. Once a determination is made that the matter is procedurally 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 not be permitted to amend, modify, 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 shall be held once per quarter. The parties may schedule additional meetings if mutually agreed. Such meetings 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, two (2) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 7
SENIORITY

SECTION 7.1 **Seniority Defined**

An employee's seniority for layoff/recall purposes shall be the period of the employee's most recent continuous regular employment as a Field Supervisor within the Department of Public Works for the City of Naperville. An employee's seniority for all other benefits shall be the period of the employee's most regular employment for the City of Naperville

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 procedure.

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 Employer 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.

SECTION 7.6 Introductory Employees

An employee promoted into a Field Supervisor position from within the City shall serve an introductory period for first the ninety (90) days of employment in the position. Employees hired into a Field Supervisor position from outside of the City shall serve a six (6) month introductory period.

No matter concerning the discipline, layoff, or termination of a Field Supervisor serving in the introductory period 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 has completed the required introductory period. Upon such completion, the employee shall acquire bargaining unit seniority retroactive to the date of employment as a Field Supervisor.

SECTION 7.7 Return to Unit

A Field Supervisor who is promoted or transferred to a position outside of the bargaining unit and within 90 days is thereafter returned to an open position in the bargaining unit, shall be restored to his 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 or City seniority. Nothing herein shall confer any rights under this contract to a promoted employee who is disciplined by the Employer while in the promoted position.

ARTICLE 8
LAYOFF AND RECALL

SECTION 8.1 Definition and Notice

A layoff is defined as a reduction in currently filled bargaining unit positions. The Employer shall have the right to determine whether a layoff is necessary and implemented. The Employer shall give the Union and the employee at least twenty-one (21) days' notice of any layoffs.

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, except that employees who scored below an average of 3.0 on their three (3) most recent performance evaluation scores conducted prior to the layoff shall be laid off first. If more than one employee has a score below 3.0 as calculated above, the employee with the lowest score shall be the first employee laid off. If at the time of the layoff there is a position vacancy in the DPW Equipment Operator bargaining unit that the Employer has decided to fill, the laid off employee will get preference over an outside applicant provided that he is qualified to perform the job.

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 on the recall list shall be recalled in the inverse order of their layoff.

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. Employees returning from layoff may be subject to a physical examination at the Employer's discretion.

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 relates 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 Release of 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;
- b) Information is requested by a government agency to substantiate an employee's claim or complaint;
- c) The employee waives this right in writing.

Section 9.5 Phone Usage

The City shall allow employees to use their city-issued phones for personal calls provided such usage is reasonable and the right is not abused.

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 two (2), 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
DISCIPLINE PROCEDURES

SECTION 12.1 **Right to Discipline**

The City has the right to discipline employees for just cause. 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 more than 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. When just cause exists, the City shall have the right to invoke one or more of the following disciplinary measures:

SECTION 12.2 **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. When the supervisor issues a written reprimand it should be countersigned by the Department Director. A copy of the written reprimand must be given to the employee and another must be placed in the employee's personnel file.

SECTION 12.3 **Suspension Without Pay**

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

SECTION 12.4 **Transfer/ Demotion**

When an appropriate job opening exists in the Department, the Department Director, at his discretion, can recommend that an employee be transferred to that open position as a means of discipline. The open position may entail a reduction in wages and/or benefits consistent with the terms governing the position. The City retains the sole right to determine whether an appropriate job opening exists and whether to impose transfer or demotion as a disciplinary measure. The Field Supervisor shall have no right in arbitration to seek transfer/demotion as an appropriate alternative disciplinary measure to the discipline that he received.

SECTION 12.5 Discharge from Employment

This is the permanent loss of all privileges of continued employment. The Department Director may recommend to the City Manager that an employee be discharged from employment.

SECTION 12.6 Pre-disciplinary Meeting

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.

ARTICLE 13
HOLIDAYS

SECTION 13.1

Twelve (12) paid holidays are granted to employees. For each holiday employees will receive eight (8) hours of pay at the employee's straight time hourly rate. The holidays are as follows: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and two (2) floating holidays. Employees will be allowed to select two 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 he shall be paid at two times his regular hourly rate of pay for each hour worked; in addition to receiving eight hours of straight time for holiday pay. Employees on PTO 11 are not entitled to floating holidays.

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 13.2 Vacation Day Option

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 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 14
LEAVES OF ABSENCE

SECTION 14.1 **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 Head 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 14.2 **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 Director 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 Personnel Manager, and the City Manager.

At the expiration of the leave period, an attempt shall be made 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 14.3 Jury Duty Leave

Employees called upon for jury duty should notify their Department Director as soon as possible. Time off with 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 14.4 Funeral Leave

When there is a death in the immediate family, an employee will be granted up to three (3) working days off. (A working day is defined as eight (8) hours for an employee who normally works 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 14.5 Military Leave

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

ARTICLE 15
DUES DEDUCTION AND FAIR SHARE

SECTION 15.1 **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 15.2 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 15.3 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 15.4 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 15.5 Indemnification

Local Union #150 agrees 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 16
HOURS OF WORK AND OVERTIME

SECTION 16.1 Application of Article

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

SECTION 16.2 Workweek

(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 any time 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 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 than two (2) hours.

3. The Employer may temporarily change the above starting time between 6:00 a.m. and 8:00 a.m. (5:00 a.m. for the Downtown Field Supervisor) 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 (b) 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 (15) minute break will not create a stoppage of crew work activities unless required by the employer. The fifteen (15) 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 (1) hour or more. This term modifies the terms of Appendices A and B. 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 16.3 **Standby Assignment**

The Employer reserves the right to make standby assignments whenever it deems necessary to meet the operational requirements of the Department. Stand-by pay will be paid as follows:

- a) Eight (8) hours at straight time for weekends from the end of the regularly scheduled workday on Friday until the beginning of the regularly scheduled workday on Monday morning.
- b) Three (3) hours at straight time on City holidays.
- c) Two (2) hours at straight time on normal workday evenings, from the end of work to the start of work the next morning.

Employees on standby must remain sober (as defined by the Commercial Driver's License requirements) and readily available to report. They must respond to the call within fifteen (15) minutes of the time it is received. 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 problem.

SECTION 16.4 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 16.8 (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 on call employees (Winter Operations) will be compensated according to Section 16.8.

SECTION 16.5 Required Overtime

The Department Director or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. The Department Director or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The Department Director 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 Director or his designee shall assign mandatory overtime on a reverse seniority basis within the section.

SECTION 16.6 No Pyramiding

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

SECTION 16.7 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 17.3 of this Agreement.

SECTION 16.8 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 weekends.

When call-outs are necessary, City 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 on-call employee replacement from the other Field Supervisor team by asking the most senior person on the opposite team first, provided he/she gives adequate notice to supervision during regular work hours. If that employee refuses, or is unable to accept the assignment, the on call employee shall continue down the seniority list until he/she finds a qualified replacement. Supervision will notify City Dispatch to contact the alternate during the period of replacement.

An on-call employee on Sick, 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. Subsequently, if a Field Supervisor is unable to meet his on-call responsibilities due to long term illness, FMLA, injury, or some other mitigating factor or if there is a vacancy in the Field Supervisor bargaining unit, the on-call assignment, if deemed necessary by management, shall be offered to the remaining Field Supervisors by seniority.

On-call employees shall receive fourteen (14) 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, and New Year's Day), shall receive seventeen (17) 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-in, shall not receive on-call compensation for that week. An on-call employee who does not respond to a call-out shall forfeit three (3) hours of his on-call compensation for that week. The remainder of the employee's on-call pay shall be forfeited if he does not respond to a second call-out during the week. When called, on-call employees must respond within fifteen (15) minutes

of receiving the call. On-call employees shall be allowed one (1) non-response per season. A second non-response shall result in a non-disciplinary discussion with the employee. A third non-response shall result in a written warning. Any additional non-responses shall subject the employee to discipline as allowed under the 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.

SECTION 16.9 **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 17
VACATION

SECTION 17.1 **Paid Vacation Benefit**

The City Time Off Plan (“TOP”) policy is attached hereto as **Appendix A**. The City PTO 11 time off plan is attached hereto as **Appendix B**. Each employee on the TOP or on PTO 11 on the effective date of the 2013-2016 agreement shall remain in his respective time off plan. Current City employees who are on the TOP or PTO 11 and are transferred or promoted into the bargaining unit shall remain in their respective time off plan. Any employee hired from outside the City into the bargaining unit shall be subject to PTO 11. All other employees who are not on the TOP or PTO 11 shall receive the following paid vacation benefit.

City Service Time	Accrual Per Pay Period		Annual Accrual
	Pay Periods	26th Pay	
	1-25	Period	
0-6 months	0.00 hrs	0.00 hrs	0 hrs
7-12 months	3.08 hrs	3.00 hrs	80 hrs or 10 days
Years 1 –3	3.08 hrs	3.00 hrs	80 hrs or 10 days
Start of 4 th year	3.39 hrs	3.25 hrs	88 hrs or 11 days
Start of 5 th year	3.69 hrs	3.75 hrs	96 hrs or 12 days
Start of 6 th year	4.00 hrs	4.00 hrs	104 hrs or 13 days
Start of 7 th year	4.31 hrs	4.25 hrs	112 hrs or 14 days
Start of 8 th through End of 14 th yr.	4.62 hrs	4.50 hrs	120 hrs or 15 days
Start of 15 th year	6.15 hrs	6.25 hrs	160 hrs or 20 days

Start of 16 th year	6.46 hrs	6.50 hrs	168 hrs or 21 days
Start of 17 th year	6.77 hrs	6.75 hrs	176 hrs or 22 days
Start of 18 th year	7.08 hrs	7.00 hrs	184 hrs or 23 days
Start of 19 th year	7.38 hrs	7.50 hrs	192 hrs or 24 days
Start of 20 th year	7.69 hrs	7.75 hrs	200 hrs or 25 days

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

SECTION 17.2 **Use of Holiday Time**

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 17.3 **Vacation Carryover**

All employees, regardless of the time off plan, cannot carry-over more than a 125% accumulation of vacation time. This language modifies the vacation carry over terms of Appendix A. 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 (10) vacation periods may be taken in increments of four (4) or more hours, but in no case, except with Department Director 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.

Any employee who has accumulated vacation beyond the new accrual limits as of the date this Agreement is ratified by City Council shall be paid for the time beyond the new limit.

SECTION 17.4 **Vacation Schedule**

The Department Director 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 17.5 **Payout Upon Termination**

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 17.6 No Accrual During Unpaid Leave

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

ARTICLE 18

SICK LEAVE

SECTION 18.1 Sick Leave

All employees on the Employer's TOP (Appendix A) on the effective date of the 2013-2016 agreement shall remain on the TOP. Current City employees who are on the TOP and are transferred or promoted into the bargaining unit shall remain on the TOP. Employees subject to the Employer's PTO 11 Time-Off plan, as set forth in Section 17.1 above, shall not be entitled to sick leave. All other employees who are not on the TOP or PTO 11 shall receive paid sick leave at the rate of one and one-quarter (1.25) days for each month employed by the City and their sick leave shall be governed by the following provisions.

SECTION 18.2 Accumulation

Sick leave may be accumulated without limitation.

SECTION 18.3 Permissible Uses

Sick leave may be granted for employees for 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 Head.
- 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 18.4 Sick Leave Notification and Documentation

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 18.5 Advance Sick Leave

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 18.6 Workers Compensation Supplementation

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 18.7 Stated Reason for Sick Leave

All absences with pay granted under this provision shall be granted 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.

SECTION 18.8 RHSP

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

ARTICLE 19
EQUIPMENT AND LICENSES

SECTION 19.1 **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. The Employer shall reimburse the employee up to an amount of \$165.00 for the cost of protective work boots on an as needed basis. Employees must receive prior approval from the Employer before purchasing new boots to receive the reimbursement. The Employer shall reimburse the employee up to \$200 for the cost of prescription safety glasses.

SECTION 19.2 **License Reimbursement**

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

ARTICLE 20
MEAL ALLOWANCE

SECTION 20.1 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 p.m., 6:00 p.m. and 12 a.m. Scheduled overtime, with eight (8) or more hours of notification, shall be exempt from a meal allowance.

SECTION 20.2 If an employee can be temporarily released for a meal, he shall be given a meal allowance in accordance with Section 20.1 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 (1/2) hour of pay at the appropriate rate.

ARTICLE 21
SUPERVISORY WORK

The parties recognize that historically departmental supervisors have performed some of the same work as performed by bargaining unit employees. The Employer shall have the right to continue this practice and assign departmental supervisors to perform work that is also performed by bargaining unit employees provided that such assignments shall not be used to reduce any bargaining unit employee's hours below forty (40) in a workweek and that said assignments shall conform with historical practice as of the date of execution of this agreement. The parties further agree to discuss the issue of supervisory work in Labor-Management conferences.

ARTICLE 22
INSURANCE

SECTION 22.1 **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 22.2 **Employee Health and Dental Insurance Premium Contributions**

Employees participating in the Employer sponsored group health and dental insurance plans shall pay a monthly premium contribution of twenty percent (20%) of the monthly premium amounts established by the Employer for each plan and plan option to take effect on that date. The Employer shall thereafter adjust the premium amounts for each plan and plan option effective on January 1 of each year. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. Employee premium contributions for January 1, 2017 are appended hereto as **Appendix C**.

SECTION 22.3 **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 23
WAGES

SECTION 23.1 **Starting Rate**

The starting hourly wage rate for employees covered under this Agreement shall be as follows:

5/1/16 - \$36.39
1/1/17 - \$37.21
1/1/18 - \$38.05
1/1/19 - \$39.00
1/1/20 - \$39.98

SECTION 23.2 **Wage Increases**

All employees in the bargaining unit at the time of execution of this Agreement shall continue to receive their current hourly wage rate and shall receive wage increases as follows:

5/1/16 – 1.33%
1/1/17 – 2.25%
1/1/18 – 2.25%
1/1/19 – 2.50%
1/1/20 – 2.50%

All wage increases shall be retroactive for all hours paid for the term of this Agreement only. Employee wage rates with the May 1, 2016 increase implemented shall be as set forth in **Appendix D.**

ARTICLE 24

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 25

COMPLETE AGREEMENT AND DURATION

SECTION 25.1 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 25.2 This Agreement shall be effective from May 1, 2016, and shall remain in effect until December 31, 2020, except as hereinafter provided. After December 31, 2020, 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, April 30, 2016, 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 11th day of May, ~~2016~~ 2017.
NY.

CITY OF NAPERVILLE

Doug A. Krieger

Douglas A. Krieger
City Manager

Pam Gallahue

Pam Gallahue
City Clerk



LOCAL NO. 150

James Sweeney

James Sweeney
Business Manager/ President

Steven Karpowicz

Steven Karpowicz
Business Representative

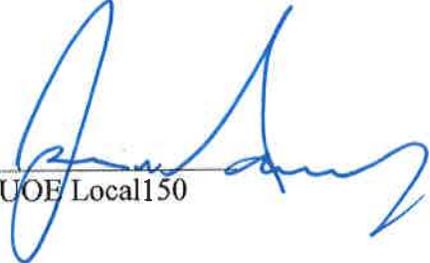
Bryan P. Diemer

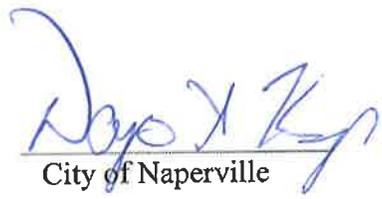
Bryan Diemer
Attorney

DPW FIELD SUPERVISOR CBA RETIREMENT INCENTIVE SIDE LETTER

The City shall offer a retirement incentive as follows:

1. The incentive shall be available to employees currently retirement eligible to retire under IMRF rules. The City shall offer the incentive to a maximum of three such employees on a first-come first-served basis. In the case of a simultaneous application for the final slot, seniority shall prevail.
2. The incentive offer shall be open and available until December 31, 2016. The incentive offer shall expire after that date regardless of the number of employees who have applied.
3. Employees who elect the incentive must make their election in writing on or before December 31, 2016, and identify the date that they intend to retire. The written election shall be tendered to Helga Oles in Human Resources.
4. The incentive shall consist of continued City-provided medical insurance (excluding dental) for calendar year 2017 at the employee's 2016 plan and coverage choice. Coverage under this incentive shall not extend beyond December 2017. The employee shall not be required to pay any employee premium contribution during this continued coverage.


IUOE Local150


City of Naperville

Dated: December 20, 2016

APPENDIX A

TOP POLICY

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

TOP has several components:

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

PAID TIME OFF

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

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

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

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

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

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

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

When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed. Beginning May 1, 2014, the maximum accrual allowed will be reduced by 20% per year through May 1, 2018, when the maximum accrual allowed will equal 100% of an employee's annual accrual. See attached chart for examples.

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

TOP SICK LEAVE

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

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

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

ELIMINATION PERIOD

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as an employee's spouse, children, parents, parents-in-law, sisters and brothers and other members of the employee's household) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave.

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

Employees will have to exhaust only one elimination period for an on-going or re-occurring serious illness or disability (for themselves or their immediate family members, as defined by the FMLA) so long as the illness or disability is certified by a Physician under the FMLA; or it meets the FMLA definition of a serious medical condition.

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

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

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

APPENDIX B

PTO-11 Policy

Introduction

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11 was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan with the following exception:

- Employees whose Collective Bargaining Agreements have other provisions

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

Paid Time Off (PTO-11)

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

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

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

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

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

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

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

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

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

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

Usage of PTO-11 is governed by each department's work rules. PTO-11 must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. All accrued PTO will be paid out at the time an employee separates from employment.

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

Bridge to IMRF Disability

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

Should a City of Naperville employee, as a member of the PTO-11 paid time off program (and eligible for IMRF Disability) fail to possess sufficient paid time off accruals to reach this 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 and approved by IMRF).

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

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO-11 leave.

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

APPENDIX C

City of Naperville Monthly Contribution Rates 2017

	<u>Group Number</u>	2017 Monthly Rates			<u>Per Paycheck</u>
		<u>Total Premium</u>	<u>20% Employee Contribution</u>	<u>80% City</u>	
<u>BCBS Medical</u>					
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
<u>Delta Dental</u>					
	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
<u>EyeMed Vision</u>					
	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 D

WAGE ADJUSTMENT

The field supervisor wage rates as of May 1, 2016, are as follows:

Mealer - \$38.66
Dickson - \$38.52
Kipping - \$38.46
Miller - \$38.39
Hinterlong - \$37.87