

RESOLUTION NO. 06-R-0103

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN LABOR AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Acting Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Labor Agreement between the City of West Chicago and the International Union of Operating Engineers, Local 150, in substantially the form attached hereto and incorporated herein as Exhibit "A".

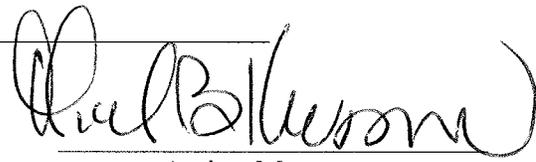
ADOPTED this 11<sup>th</sup> day of December 2006.

AYES: 11

NAYS: 0

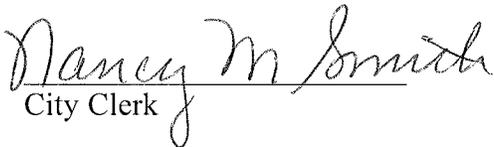
ABSTAIN: 2

ABSENT: 1



Acting Mayor

ATTEST:

  
City Clerk

# **AGREEMENT**

**Between**

**CITY OF WEST CHICAGO**

**And**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150**

**2005-2009**

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## PREAMBLE

THIS AGREEMENT, entered into by the CITY OF WEST CHICAGO, Illinois (hereinafter referred to as the "City" or the "Employer") and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

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

**ARTICLE I**  
**RECOGNITION**

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees in the following job classifications as certified by the Illinois Labor Relations Board in Case No. S-RC-04-063:

Account Clerk  
Administrative Secretary (Department of Community Development only)

Building Inspector I  
Building Inspector II  
Building Technician

Crew Leader

Engineering Technician

Maintenance Mechanic  
Maintenance Worker I  
Maintenance Worker II  
Mechanic

Receptionist

Secretary  
Senior Wastewater Treatment Plant Operator  
Senior Water Plant Operator

Utility Service Worker

Wastewater Plant Operator

Water Plant Operator  
Water Quality Technician

Specifically excluded from the bargaining unit are all employees in the job classifications of City Administrator, Executive Secretary, Administrative Services Director, Assistant Administrative Services Director, Administrative Secretary (Departments of Administrative Services and Public Works), Information Technology Manager, Human Resource Coordinator, GIS Coordinator, all employees in the Police Department and Museum and Cultural Services Department, Public Works Director, City Engineer, Senior Civil Engineer, Civil Engineer, Street Superintendent, Utility Superintendent, Wastewater Treatment Plant Superintendent, Utility Supervisor, Wastewater Treatment Plant Supervisor, Street Supervisor, Fleet Maintenance Supervisor, all other supervisory, managerial, confidential, and short term employees as defined by the Illinois Public Labor Relations Act, as amended, and all other employees of the City of West Chicago.

Section 1.2. New Classifications. If the City creates and fills a new full-time non-professional position that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. Absent emergency circumstances, the City will provide the Union with at least thirty (30) days advance notice prior to the employment of any employee(s) in any such new job classification. (This section does not apply to any person who does not meet the definition of a public employee under Section 3(n) of the Illinois Public Labor Relations Act). If the Union disagrees with the City's placement of a new job classification in or out of the bargaining unit, the Union's exclusive remedy is to file a unit clarification petition with the Illinois Labor Relations Board. This section is not subject to the grievance-arbitration procedure.

The City will establish the wage rate for any new classification covered by this Agreement for the remaining term of this Agreement. The Union may request a meeting with the City to discuss the wage rate for any new job classification.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, and to represent the bargaining unit pursuant to the Illinois Public Labor Relations Act. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that shall arise out of or by reason of any violation of the Union's duty of fair representation.

**ARTICLE II**  
**NON-DISCRIMINATION**

Section 2.1. Non-Discrimination. In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, Union or non-Union affiliation. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement and may be processed through the last step of the grievance procedure but may not be submitted to arbitration. Notwithstanding the foregoing, if an employee alleges that the City has discriminated against him/her because of his/her Union or non-Union affiliation, the employee may file a grievance and such grievance may be processed through the grievance procedure and submitted to arbitration.

Section 2.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions considered necessary to be in compliance with the requirements of the Americans with Disabilities Act. If the City determines that it is necessary to take an action that is contrary to one or more provisions of this Agreement in order to be in compliance with the ADA, the City will so notify the Union and will, if requested, meet with the Union to discuss any concerns or questions that the Union may have.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

Section 3.1. Management Rights. Except as specifically limited by the express written provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces, to assign and transfer employees, to establish the qualifications for employment; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards; 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 rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to discipline, suspend and discharge nonprobationary employees for just cause (probationary employees without cause); to determine work and shift hours; to take any and all actions as may be determined to be necessary to carry out the mission of the City in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor, the City Administrator, Department Head or their authorized designees, and to suspend the non-economic provisions of this Agreement during such civil emergency.

## ARTICLE IV UNION RIGHTS

Section 4.1. Dues Deductions. While this Agreement is in effect, the City will deduct from each employee's bi-weekly paycheck the monthly uniform, regular Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. The check-off authorization shall be revocable at any time by the employee, provided at least thirty (30) days advance written notice is given. Such revocation must be in writing and shall be effective upon delivery by the employee to the City. If a conflict exists between the check-off authorization form used by the Union and this Article, the terms of this Article control.

The actual dues amount to be deducted from each employee shall be certified to the City by the Union. The Union will give the City thirty (30) days' notice of any such change in the amount of the dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 4.2. Indemnification. The Union shall indemnify and hold harmless the City, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

Section 4.3. Bulletin Board. The City will make available bulletin board space (approximately 3 foot by 3 foot) in the following five (5) locations where bargaining unit employees report for work for the posting of official Union notices and information of a non-political and non-inflammatory nature:

1. City Hall -- East Wall Adjacent to Community Development Copier
2. Fleet Maintenance -- To Be Determined
3. Waste Water -- Lunch Room
4. Utility -- Hallway Adjacent to Break Room
5. Streets -- Break Room

The Union will limit the posting of Union notices to said bulletin board space.

Section 4.4. Access to Premises. Duly authorized Union representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances, representing employees pursuant to the provisions of this Agreement and/or administering the provisions of this Agreement, provided advance notice is given. These

business representatives will be identified to the Administrative Services Director, Human Resources Coordinator or their designee and on each occasion will first secure the prior approval of the Administrative Services Director, Human Resources Coordinator or designee, which approval will not be unreasonably denied. If the Administrative Services Director, Human Resources Coordinator or their designee are not reasonably available, the business representative will be identified to the nonbargaining unit supervisor in the work area in question and will first secure the prior approval of such nonbargaining unit supervisor, which approval will not be unreasonably denied. Such representatives will conduct their business so as not to interfere with City operations or interrupt the work of any bargaining unit employee. The Union will not abuse this privilege.

Section 4.5. Union Stewards. The Union may designate up to six (6) bargaining unit employees as Union Stewards. The Union agrees to furnish the City in writing with the names of the Union Stewards.

Section 4.6. Fair Share. During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement. This grievance procedure shall supersede any other City grievance procedure.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

At Step 1 a grievance shall be filed by the affected employee or the Union, except that any grievance concerning discipline the employee must authorize in writing the Union to file a grievance on his/her behalf. The failure of an employee to file a grievance in instances where the employee also fails to authorize the Union to file a grievance shall not be a precedent binding on the Union in future instances involving similar facts and circumstances. Except for Step 1, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the Grievant shall be entitled to Union representation.

- Step 1: An employee who believes that he/she has a grievance, with or without Union representation, or the Union shall present the grievance in writing to the employee’s division head on the Union’s grievance form, a copy of which is attached as Appendix A, provided that if there is any conflict between the provisions of the Union’s grievance form and the terms of this Agreement, the terms of this Agreement shall govern and control. To be timely, the grievance must be presented no later than fourteen (14) calendar days after the first act, event or commencement of the condition that is the basis of the grievance or fourteen (14) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act, event or commencement of the condition that is the basis of the grievance. The written grievance shall include a statement of the relevant facts, the provision or provisions of the Agreement alleged to be violated, the date of the alleged violation, and the remedy requested. The division head or designee shall provide a written response within fourteen (14) calendar days after the grievance is presented at Step 1.
- Step 2: If the grievance is not settled at Step 1, the written grievance may be appealed by the Union to the Department Head or designee no later than fourteen (14) calendar days after the date of the response of the immediate supervisor or designee. The Department Head or designee shall reply to the grievance within fourteen (14) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the Department Head at Step 2.

Step 3: If the grievance is not settled at Step 2, the written grievance may be appealed by the Union to the City Administrator no later than fourteen (14) calendar days after the date of the response of the Department Head or designee. The City Administrator or designee may meet with the employee and a Union representative in an effort to resolve the grievance within fourteen (14) calendar days after the City Administrator receives the grievance. The City Administrator or designee shall reply to the grievance within fourteen (14) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the City Administrator at Step 3.

Section 5.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Union to arbitration by serving on the City not later than twenty-one (21) calendar days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate. It is acknowledged that the Union has the right to exercise its discretion to determine whether to appeal an employee's grievance to arbitration. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

If the parties fail to agree upon an arbitrator within fifteen (15) calendar days after receipt of the written request to arbitrate, they shall jointly request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) proposed arbitrators, all of whom are members of the National Academy of Arbitrators. Before the striking process begins, each party shall have the right to strike one (1) panel in its entirety. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. For the first arbitration case under this 2005-2009 Agreement, the Union shall strike the first name; for the second such arbitration case, the City shall strike the first name; and, thereafter, the parties shall rotate who strikes the first name. The arbitrator thus selected shall be notified of his/her selection and asked to schedule a date for the hearing. Each party shall have the right to request that the arbitrator issue a subpoena to require the presence of witnesses and/or documents.

Section 5.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement. The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the date on which briefs are submitted, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the City, the Union, and the employees covered by this Agreement.

Section 5.5. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the Grievant, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If the grievance is not presented by the Grievant within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof with the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.6. Fees and Expenses. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.7. Miscellaneous. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing. Nor shall any alleged action or inaction by any member of the bargaining unit be considered as the basis for a grievance under this Agreement unless such action or inaction is specifically authorized or directed by the City.

**ARTICLE VI**  
**NO STRIKE--NO LOCKOUT**

Section 6.1. No Strike. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, slow down, or the concerted interference with the full faithful and proper performance of the duties of employment with the City, regardless of the reason for doing so. Neither the Union nor any employee shall refuse to cross any picket line by whomsoever established, provided that the employer if other than the City establishes a separate entrance for bargaining unit employees to use.

Section 6.2. Discharge/Discipline of Violators. Any or all employees who violate any of the provisions of this Article may be disciplined (which may include discharge) by the City, subject to the grievance and arbitration procedure. The failure to confer a penalty in any instance is neither a waiver of such right in any other instance nor is it a precedent.

Section 6.3. Responsibility of Union. In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.4. Responsibility of Union Officers and Stewards. 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 6.5. No Lockout. The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE VII**  
**LABOR-MANAGEMENT COMMITTEE**

Section 7.1. Labor-Management Committee. At the request of either party, the Union Representative and the City Administrator or their designees shall meet at least semiannually to discuss matters of mutual concern that do not involve negotiations. Both the Union Representative/designee and the City Administrator/designee may invite up to three (3) additional persons to attend such meetings, or more persons if mutually agreed. If either party invites a person who is not a City employee to attend the meeting, it shall give the other party notice of same at least three (3) days prior to the meeting. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify their division head or designee prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during the employee's regular hours of work with no loss of pay. Nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**ARTICLE VIII**  
**SENIORITY, LAYOFFS AND RECALLS**

Section 8.1. Seniority. Seniority for the purpose of this Agreement shall be defined as an employee's most recent length of continuous service as an employee in any position(s) covered by this Agreement. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name.

Section 8.2. Probationary Period. New employees shall serve a probationary period of six (6) months of full-time work. During the probationary period, an employee may be laid off, disciplined, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the layoff, discipline or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority that shall be retroactive to his/her date of most recent employment in a position covered by this Agreement.

Section 8.3. Layoffs. Layoffs shall be made by classification in the affected department in the inverse order of seniority. Prior to laying off any bargaining unit employee(s), all seasonal or temporary employees in the affected department shall be laid off or terminated. In addition, all probationary and part-time bargaining unit employees in the affected department shall be laid off or terminated, provided the nonprobationary full-time bargaining unit employees are qualified to perform the remaining work. Absent emergency circumstances, the City shall give the employee(s) and the Union at least two (2) weeks notice of any layoff(s).

If an employee is laid off from his/her classification, said employee shall have the right to bump the least senior employee in the bargaining unit in an equal or lower rated bargaining unit classification if the employee has more seniority, as long it has been determined by the City that the employee has the qualifications and ability to perform the duties and responsibilities of the position within three (3) working days. An employee who bumps into a new classification shall be placed in the same step of the new classification that the employee was in at the time of layoff.

Section 8.4. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year or length of employment, whichever is shorter. If there is a recall in an employee's classification or in an equal or lower rated bargaining unit classification, an employees who is 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 within three (3) working days. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Union, provided that the employee must notify the Department Head or designee in writing of the employee's intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Department Head or designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list unless the employee is able to

demonstrate to the City's satisfaction that the failure to respond in a timely fashion was prevented by extenuating circumstances beyond the employee's control.

Section 8.5. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

- A. An employee shall be paid for any earned but unused vacation days accrued as of the effective date of layoff.
- B. An employee shall have the right to maintain insurance coverage as set out in the federal COBRA law and the regulations promulgated thereunder.
- C. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- D. Upon recall, the employee's seniority shall be adjusted by the length of the layoff (i.e., an employee does not earn seniority while on layoff).

Section 8.6. Posting of Seniority List. On or before May 1 of each year, the City will post a seniority list setting forth each employee's seniority date, with a copy of the list mailed to the Union at 6200 Joliet Road, Countryside, Illinois 60525. Unless the City is advised by the Union or an employee in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on the Union and all employees covered by this Agreement.

Section 8.7. Effect of Consolidation or Elimination of Classifications. If employees are displaced by the elimination of classifications, the elimination of positions within a classification, the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, they shall have the right to apply for any existing bargaining unit vacancy which the City is seeking to fill. If there are two or more applicants for the vacancy and it is determined that they have the same skills, abilities and qualifications to fill the position, the displaced employee, or the most senior displaced employee if there are two or more displaced employees seeking to fill the vacancy in question, shall be given the position. If an employee believes that the City has arbitrarily determined his/her skills, abilities and qualifications to the fill the position in question, the employee may grieve the matter in accordance with the grievance procedure set forth in this Agreement. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.3 above and shall have the right to recall in accordance with the provisions of Section 8.4 above.

Section 8.8. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if a nonprobationary employee:

- (a) quits;
- (b) is discharged and the discharge is not reversed;

- (c) retires;
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the City Administrator;
- (e) fails to report to work at the conclusion of an authorized leave or vacation;
- (f) is laid off and fails to notify the Department Head or designee of his/her intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of one (1) year or length of employment, whichever is shorter;
- (h) does not perform work for the City for a period in excess of twelve (12) months;  
or
- (i) is absent for three (3) consecutive days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

**ARTICLE IX**  
**HOURS OF WORK AND OVERTIME**

Section 9.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period or year.

Section 9.2. Normal Workday. The normal workday shall be eight (8) hours, excluding the lunch period as specified in Section 9.3. The normal shift hours for employees covered by this Agreement shall be as follows:

<b><u>Department/Classification</u></b>	<b><u>Normal Shift Hours</u></b>
Public Works (except as noted below)	7:00 a.m. to 3:30 p.m. <sup>1</sup> <u>Monday through Friday</u>
Secretary	8:00 a.m. to 4:30 p.m. <u>Monday through Friday</u>
Utility Service Worker	8:00 a.m. to 4:30 p.m. <u>Monday through Friday</u>
Senior Water Plant Operator	7:00 a.m. to 3:30 p.m. (1 <sup>st</sup> shift) <u>Monday through Friday</u>
Water Plant Operator	3 shifts, 40 hours per work week, with permanent schedule on four or <u>five (5) consecutive days</u>
Community Development	8:00 a.m. to 4:30 p.m. <u>Monday through Friday</u>
Administrative Services	8:00 a.m. to 4:30 p.m. <u>Monday through Friday</u>

Notwithstanding the above, the shift starting time for the employee(s) who operate(s) the sweepers may be scheduled to begin not earlier than 4:00 a.m. Monday through Friday.

Non-probationary Water Plant Operators shall annually select their permanent shift by seniority.

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<sup>1</sup> Pursuant to the City's right to make changes in what otherwise would be the normal work day and normal work week as specified in Section 9.5, one or more employees may be scheduled to work a different schedule, such as 8:00 a.m. to 4:30 p.m. rather than 7:00 a.m. to 3:30 p.m., Monday through Friday, in order to provide services between 3:30 p.m. and 4:30 p.m.

Section 9.3. Lunch Period. For all employees outside of Public Works, there shall be a scheduled 60 minute lunch period (of which 30 minutes are unpaid) scheduled during the midst of the employee's shift. For Public Works employees, there shall be a scheduled 45 minute lunch period (of which 30 minutes are unpaid) and a scheduled 15 minute paid break during the first half of the shift.

If an employee is occasionally directed by his/her supervisor to work through lunch, the employee shall either be paid the appropriate rate of pay or allowed to leave work early. In determining which option will be used, the employee's supervisor will consider the employee's preference.

Section 9.4. Normal Work Week. The normal work week for full-time employees shall commence at 10:00 p.m. Saturday and run through 9:59 p.m. the following Saturday. The normal workweek shall consist of five consecutive 8-hour workdays (excluding the unpaid lunch period).

Section 9.5. Changes in Normal Workday or Normal Work Week. The City reserves the right to alter the workday or work hour schedule on an as-needed basis for the following situations only:

- (i) in emergency situations; or
- (ii) rescheduling the entire group of bargaining unit employees within a Department as long as the City provides a thirty (30) day notice to the Union with the intent to negotiate; or
- (iii) deviate the work schedule of less than thirty (30%) of the entire group of bargaining unit employees within a Department with two (2) weeks notice.

The City will not change any employee's work schedule if the purpose of such change is to diminish overtime opportunities. Whenever the City desires to alter the workday or work hours of any employee, it shall first solicit qualified volunteers to fill the position(s). If an insufficient number of employees volunteer, then the City will select employees by inverse order of seniority (i.e., the least senior selected first of those qualified to perform the job). No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week.

Except for water treatment plant classifications, the regularly scheduled shift hours for any change will not begin before 5:00 a.m. (excluding employees who operate the sweeper) nor extend beyond 8:30 p.m. and will not include Saturday or Sunday.

The City retains the right to determine the work schedule for part-time employees and to modify such schedules from time to time.

Section 9.6. Overtime Pay. An employee shall be paid one and one-half times the employee's regular straight-time hourly rate of pay for all hours actually worked in excess of forty (40) hours in the employee's normal workweek. Time paid for but not worked shall be counted as "time worked" for purposes of computing eligibility for overtime pay.

If the appropriate Department Head decides from time to time to permit an employee to accrue compensatory time in lieu of overtime pay, the employee shall then have the option of taking compensatory time or being paid at the applicable hourly rate for the overtime hours in question. Requests shall not be unreasonably denied. An employee will not be permitted to accrue more than forty (40) hours of compensatory time per fiscal year. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the City as determined by the appropriate Department Head. As long as requests for compensatory time will not result in the need for overtime, such requests will not be unreasonably denied. Accrued compensatory time shall, if practicable, be used within the same fiscal year in which it has been accrued. If, however, compensatory time cannot be scheduled in the fiscal year, it shall be carried over to the next fiscal year. Notwithstanding the foregoing provisions, any employee who has more than forty (40) hours of compensatory time as of the date this 2005-2009 collective bargaining agreement is executed shall retain such hours but shall not be eligible to accrue more compensatory time until his/her accrued hours drop below forty (40) hours.

Section 9.7. Overtime Assignments. Among full-time employees, overtime work will be offered and equitably distributed to qualified employees in the job classification in which the need for overtime arises, first within the division and, if necessary, outside the division. If there are an insufficient number of qualified full-time employees who volunteer for offered overtime, such overtime shall be assigned to the least senior employee(s) determined to be qualified for the overtime work in question. In addition, notwithstanding the above, the City retains the right (1) to assign specific individuals to perform specific overtime assignments due to their qualifications, and (2) to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, such employee shall have first preference to future overtime opportunities until the matter is remedied.

The parties may also discuss overtime assignment issues at Labor-Management Committee meetings.

Section 9.8. Call-In Pay. An employee who is called back to work by his/her nonbargaining unit supervisor or designee outside the employee's normal hours of work (i.e., hours not contiguous to the employee's normal shift), will be paid a minimum of two hours pay at the applicable overtime rate. If the two hour minimum overlaps with the start of the employee's regularly scheduled shift, the employee will still receive two hours' pay at the applicable overtime rate. Example: If an employee whose regularly scheduled shift starts at 7 a.m. is called back to work at 6 a.m. and such employee then works his/her full eight (8) hour shift, such employee will be paid two hours pay at the applicable overtime rate. In order to receive the minimum guarantee of two (2) hours at the applicable overtime rate, the employee must report to work within a reasonable time from the time of the recall. An employee will not receive multiple two-hour call back minimums if additional call outs are made before the employee has been released from the original call out.

This section shall not be applicable to overtime that immediately follows an employee's regularly scheduled shift or is scheduled prior to the end of the employee's last regularly scheduled shift, provided that in any such situation the employee will receive a minimum pay of

one (1) hour at the applicable overtime rate unless the employee is “called off” prior to arriving at the work site.

Section 9.9. No Pyramiding. Compensation shall not be paid or compensated more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE X**  
**WAGES AND OTHER ECONOMIC BENEFITS**

Section 10.1. Salaries. Effective May 1, 2005, employees on the active payroll as of the first payroll period following ratification of the collective bargaining agreement by both parties shall be paid on the basis as the step salary schedule that is attached as Appendix A and, except as otherwise provided in the attached Side Letter, they shall be placed on said step schedule as provided in Appendix B. Bargaining unit classifications shall be in the Group as specified in Appendix C.

For the 2005-06 fiscal year, any employee whose placement on the salary schedule results in an increase of less than 8.5% over his/her annual salary as of November 1, 2004, such employee shall receive a one-time lump sum payment (less applicable deductions) equal to the percentage difference between the percentage salary increase based on his/her placement on the salary schedule for the 2005-2006 fiscal year and 8.5%. This minimum salary increase for the 2005-06 fiscal year is predicated on a 4% across-the-board adjustment and a 4.5% equity adjustment. For the 2005-06 fiscal year, any employees who were hired after May 1, 2005, shall be paid in accordance with the provisions of Appendix B.

No employee who is not at Step 10 will be eligible to move to the next step until the anniversary date of his/her employment that occurs on or after May 1, 2006.

Effective May 1, 2006, the step salary schedule shall be increased across-the-board by 3.6%.

Effective May 1, 2007, the step salary schedule shall be increased across-the-board by 3.5%.

Effective May 1, 2008, the step salary schedule shall be increased across-the-board by 3.5%.

Step Increments. Commencing May 1, 2006, employees who are not at Step 10 of the salary schedule shall be eligible to advance to the next step on the anniversary date of their employment in a bargaining unit position.

Retroactivity. Unless otherwise specifically provided elsewhere in this Agreement, employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following the execution of this Agreement shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2005 and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedule set forth herein for all hours paid during this time period, provided that any employee who retired pursuant to the provisions of IMRF or passed away on or after May 1, 2005, but before the execution of this Agreement shall also be eligible for retroactive pay based on hours paid after May 1, 2005.

The retroactivity payment shall be done by separate check issued within thirty (30) calendar days of the execution of the collective bargaining agreement by both parties.

Section 10.2. Longevity Pay. Employees shall be eligible to receive longevity pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Amount of Longevity Pay</u>
10 years and one day up to 15 years	\$100
15 years and one day up to 20 years	\$200
20 years and one day or more	\$300

Section 10.3. Tuition Reimbursement. Employees shall be entitled to apply for tuition reimbursement in accordance with the City's tuition reimbursement policy that is applicable to other City employees generally, as the same may be in effect from time to time. Approval of any tuition reimbursement request is conditioned upon the authorization of the City Administrator.

Section 10.4. Benefit Eligibility. To be eligible to receive fringe benefits (e.g., vacation, etc.), an employee must be employed full-time on the basis of 40 hours per week.

Section 10.5. Promotion to a Higher Pay Category. An employee who is promoted to a job classification in a higher pay category shall be paid the minimum salary for the higher pay category or placed at the step of the higher pay category that provides the employee a pay increase of at least five (5) percent above his/her current base salary prior to the promotion, whichever is higher; provided, however, no employee shall be paid more than maximum base salary for his/her job classification.

An employee who is promoted to a higher paying bargaining unit position shall be considered to be "under review" in the new position for a period of three (3) months. If an employee who has been promoted at any time cannot in the judgment of the City perform the job during the three (3) month period of being "under review" (as opposed to engaging in disciplinary conduct, for example), then the employee will be demoted to his/her prior position and the least senior employee in that position will be laid off if the City believes a layoff is necessary or appropriate.

Section 10.6. Pagers. As long as the City determines that its operational needs are being met by employees who voluntarily carry pagers and respond to calls to report to work, the City will not mandatorily require any employee to carry a pager. Under such circumstances, no employee will receive any additional compensation for carrying a pager. If, however, the City determines that the City's operational needs are not being met through a voluntary pager policy, the provisions of the following paragraph shall be applicable.

If the City requires an employee to carry a pager/cell phone and, as a result, is required to respond to any call within fifteen (15) minutes and report to work within one (1) hour, absent extenuating circumstances established to the City's reasonable satisfaction, the employee shall receive three (3) hours straight-time pay for each week that he/she is required to carry a pager/cell phone, regardless of whether the employee is actually called in to work. The City will first seek qualified volunteers to carry a pager/cell phone, but if there are no qualified volunteers

or not enough qualified volunteers, the assignment to carry a pager/cell phone and to be available to report to work within one (1) hour, absent extenuating circumstances established to the City's reasonable satisfaction, will be done on a rotating basis starting with the least senior qualified nonprobationary employee, provided that no employee's vacation will be interrupted. Any employee who fails to fulfill his/her responsibilities under the provisions of this Section may be disciplined and/or lose the additional pay attached to the schedule or assignment.

Section 10.7. Certification Incentive. The City believes in training and continuing education of full-time employees, so this program provides appropriate personnel with a one-time monetary recognition for obtaining job-related certifications. Employee eligibility to participate in this certification program will be based on the employee's Department and Division assignments. Renewals are not subject to this program. Examinations listed as eligible for this program exceed the core certifications/examinations applicable to the job requirements of that position. In other words, positions that require certification/examinations in their position classification are not eligible for participation in the program.<sup>2</sup> Eligibility is based on job-related certifications that are above and beyond what is required by the employee's classification. Successful completion of a category is required to qualify for reimbursement.

Participation in this program for budgeting purposes requires the employee to register his/her intent with his/her supervisor for approval by December 1<sup>st</sup> of each year prior the upcoming fiscal year.

The applicable Department Head, after consultation with the City Administrator, will make the final determination of the applicability/job relatedness of certifications.

### **Community Development Department**

#### **Category A (\$375; must have all three)**

Residential Building Inspector Exam  
Residential Electrical Inspector Exam  
Residential Mechanical Inspector

#### **Category B (\$375; must have all three)**

Commercial Building Inspector  
Commercial Electrical Inspector  
Commercial Mechanical Inspector

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<sup>2</sup> For example, this program does not pertain to obtaining CDL B Endorsement licenses, which all public works field personnel must obtain within six (6) months of employment with the City; Section 17.12 covers reimbursement of these CDL expenses. Nor, for example, does it cover the Class A certification that a Senior Water Plant Operator must have.

Category C (\$375; must have all three)

Building Plans Examiner  
Electrical Plans Examiner  
Mechanical Plans Examiner

Category D (\$375; must have all three)

Commercial Energy Inspector  
Commercial Energy Plans Examiner  
Residential Energy Inspector/Plans Examiner

Category E (\$375; must have all three)

Fire Inspector I  
Fire Inspector II  
Fire Plans Examiner

Category F (\$225; must have both)

Accessibility Inspector/Plans Examiner  
Property Maintenance and Housing Inspector

Category G (\$125)

Permit Technician

Category H (\$750)

Certified Building Official

Category I (\$1,300)

Master Code Official

**Public Works Department**

Category A - Class A IEPA Water Certificate of Competency (\$750)

Category B - Class B IEPA Water Certificate of Competency (\$375)

Category C - Class 1 IEPA Wastewater Certificate of Competency (\$750)

Category D - Class 2 IEPA Wastewater Certificate of Competency (\$375)

Category E - International Society of Arboriculture Arborist Certification (\$375)

Category F - CDL A Endorsement (\$375)

Provided prior permission has been obtained from the employee's nonbargaining unit supervisor, the City will allow employees to attend classes during their regularly scheduled normal working hours without loss of pay so long as it does not impact operations. The City will reimburse an employee for the cost of the approved classes and/or tests upon successful completion of classes/tests. If available and provided prior permission has been obtained from the employee's nonbargaining unit supervisor, employees may use municipal vehicles to attend these classes. Employees will neither be paid for travel time, travel expenses nor for class time outside of normal business hours. Employees who possessed any of these certifications prior to the execution of this collective bargaining agreement are eligible to receive this one-time incentive.

If an employee voluntarily leaves the City within two (2) years of obtaining a certification, the employee shall repay the City for all training costs paid by the employer to obtain said certification and the one-time incentive paid upon completion of the certification.

Section 10.8. Out of Classification Pay. An employee who is assigned (via written correspondence from the employee's supervisor) to work in a higher rated classification and to perform the full range of duties in the classification of Maintenance Mechanic, Crew Leader, Wastewater Plant Operator, Senior Wastewater Plant Operator, Senior Water Plant Operator, or Building Inspector II for a minimum of forty (40) consecutive hours or more will receive acting pay of 5% of the employee's base hourly rate of pay.

## ARTICLE XI INSURANCE

Section 11.1. Health, Prescription, Vision, Dental, and Life Insurance. Effective July 1, 2005, all bargaining employees shall no longer be eligible for and covered by the City's health, prescription, vision, dental and life insurance plans and they shall no longer be eligible to participate in the City's flexible spending plan.

In lieu of coverage under the City's health, prescription, vision, dental, life insurance, and flexible spending plans, effective July 1, 2005, and throughout the term of the parties' first collective bargaining agreement, all bargaining unit employees shall be eligible to participate in the Midwest Operating Engineers Local 150 Health and Welfare Fund (hereinafter referred to as the "Union's Plan") without exclusions on the basis of active working status, hospital confinement or conditions either treated or untreated prior to the effective date of coverage. For the insurance year July 1, 2005 through June 30, 2006, the City will pay \$375 per month for single coverage and \$750 per month for family coverage for eligible covered bargaining unit employees enrolled in the Union's Plan. For the insurance year July 1, 2006 through June 30, 2007, the City will pay not more than \$401.25 per month for single coverage and not more than \$802.50 per month for family coverage. If the parties' first collective bargaining agreement extends beyond June 30, 2007, the amount that the City pays per month for single and family coverage for the insurance year July 1, 2007 through June 30, 2008, shall not exceed seven percent above the single and family rates that the City pays for the July 1, 2006 through June 30, 2007 insurance year. Any costs for single or family coverage under the Union's Plan during the term of this Interim Agreement or the term of the parties' first collective bargaining agreement, if any, that are in excess of the amounts that the City has agreed to pay shall be borne exclusively by eligible covered bargaining unit employees. If the term of the parties' first collective bargaining agreement extends beyond June 30, 2008, the amount that the City pays for single and family coverage shall be subject to negotiations between the parties.

If two bargaining unit employees are married, the City shall only be required to remit the applicable monthly payment for family coverage under the Union's Plan.

The Union agrees to provide eligible covered bargaining unit employees with its health, prescription, vision, life, and dental coverage under the Midwest Operating Engineers Local 150 Health and Welfare Fund as of July 1, 2005. Unless mutually agreed to otherwise, the City agrees to remit payment on a monthly basis by the tenth (10<sup>th</sup>) of the month preceding the coverage month (e.g., the August payment will be paid by July 10<sup>th</sup>). The City's first payment will be made by June 10, 2005, for the month of July 2005.

Section 11.2. Coverage Under the Union's Plan. The Union and the authorized representatives of the Trustees of the Union's Plan have provided assurances to the City that they will be solely responsible for the administration and compliance with all obligations under the COBRA and HIPPA provisions of federal law. Additionally, the Union and the authorized representatives of the Trustees of the Union's Plan have represented that all of the employees covered by the parties' first collective bargaining agreement are eligible to participate in the Union's Plan throughout the term of the parties' first collective bargaining agreement. In the event the Union (and/or the Plan's Trustees) fail or refuse to cover any bargaining unit

employees under the Union's Plan, then this will be deemed to be a breach of the parties' first collective bargaining agreement, and the affected employee(s) shall have the right to seek legal redress against the Union (and/or the Plan's Trustees).

Section 11.3. Terms of Plan to Govern. The extent and scope of coverage under the Union's Plan shall be resolved according to the terms and conditions of said Plan and shall not be subject to the grievance and arbitration procedure that will be part of the parties' first collective bargaining agreement. It is agreed that all such matters are outside of the scope of the City's control and are solely within the discretion and control of the Union and/or the Plan's Trustees.

Section 11.4. Retiree Health Insurance. Throughout the term of the parties' first collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Union's Plan represent and agree that that they will comply with all applicable laws to ensure that the Union's Plan offered to bargaining unit employees includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the City and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367. Nothing herein shall be construed to require the City to pay for any of the cost of the Union's Plan for retirees.

Section 11.5. Indemnification. As long as the City makes timely payments for coverage of bargaining unit employees under the Union's Plan as provided above, the Union shall indemnify and hold harmless the City, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of the City's agreement to cover bargaining unit employees as of July 1, 2005, under the Union's Plan.

**ARTICLE XII**  
**VACATIONS**

Section 12.1. Amount of Vacation. Full-time employees shall be eligible to accrue on an annual basis paid vacation based on the following schedule when the employee is paid for more than half of the number of work days in the month:

<u>Completed Years of Service</u>	<u>Vacation Days Earned Per Month</u>
Up to 6 years	0.833 (10 days per year)
6 years, plus 1 day to 12 years	1.250 (15 days per year)
12 years plus 1 day to 18 years	1.660 (20 days per year)
18 years plus 1 day or more	2.080 (25 days per year)

Employees may only carry over up to the maximum of their annual vacation allotment from one fiscal year to the next. Example: If an employee with 10 years service has 17 unused vacation days as of the end of one fiscal year, such employee may only carry over 15 unused vacation days. A new employee must work six (6) months of continuous full-time employment in order to be eligible to use earned vacation.

An employee who is on vacation leave shall not be eligible to use sick leave until the vacation leave has concluded.

Section 12.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 12.3. Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. Vacation shall be in increments of one-half day or a full day. All vacation days of three or more days must be scheduled at least three (3) week days in advance. All vacation days of less than three days must be scheduled at least one full work day in advance. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) in any classification, work assignment or work group who may be on vacation at the same time is exclusively reserved by the City in order to insure the orderly performance of the services provided by the City. Subject to the foregoing, vacation days shall not be unreasonably denied.

If the day on which one of the holidays set forth in Section 13.1 is observed by the City falls during the time that an employee on a scheduled vacation, the employee shall not be charged with a vacation day for the holiday.

Section 12.4. Vacation Pay upon Termination. Upon termination of employment, a non-probationary employee shall be paid for any earned vacation time that remains unused as of the date of termination based on the employee's current rate of pay. In the event of an employee's death, compensation for all earned but unused vacation shall be paid to the employee's beneficiary.

Section 12.5. City Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, a snow emergency and the like, the Mayor, the City Administrator or the Department Head or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress; provided, however, this right shall not be unreasonably exercised.

**ARTICLE XIII**  
**HOLIDAYS**

Section 13.1. Holidays. The following days shall be considered paid holidays for full-time employees during the term of this Agreement:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Eve (1/2 day)*
Christmas Eve (1/2 day)*	

For full-time employees who are not regularly scheduled to work on the foregoing holidays, the holiday shall be the twenty-four (24) hour period observed by the City as the holiday. For full-time employees who are regularly scheduled to work on the foregoing holiday as part of the regular shift schedule of full-time employees, the holiday shall be the twenty-four (24) hour period commencing with the start of the third shift (currently 10:00 p.m.) on the day preceding the actual holiday and ending 24 hours thereafter.

\*Whenever Christmas and New Year's Day fall on a Tuesday, Wednesday, Thursday or Friday, employees who are not regularly scheduled to work on holidays will normally be scheduled to work four (4) hours on the preceding half-holiday. Whenever Christmas and New Year's Day fall on a Saturday, Sunday or Monday, employees who are not regularly scheduled to work on holidays will normally be scheduled to work a full eight (8) hours on the day preceding the day observed as Christmas or New Year's Day at their regular straight time hourly rate of pay (i.e., they receive no additional holiday pay) and in lieu of the half-holiday for Christmas Eve and New Year's Eve, such employees will be granted one additional floating holiday beyond the number specified in Section 13.4 below and said additional floating holiday shall be scheduled during the course of the fiscal year in accordance with provisions of Section 13.4.

Section 13.2. Eligibility Requirements. In order to be eligible for holiday pay, a full-time employee must work the employee's full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Department Head or designee. If a full-time employee is scheduled or assigned to work on a holiday and the employee does not work on said holiday, the employee shall not receive holiday pay for the holiday in question; provided, however, such employee, if otherwise eligible, may use sick leave.

Section 13.3. Pay for Holiday Work.

(a) Holiday Pay for Monday through Friday Employees. If full-time employees are scheduled to work on the full 8-hour holidays and the half-holidays listed in Section 13.1 that are not part of their regular shift schedule, such employees shall be paid two times their regular straight-time hourly rate for all hours worked on said holiday. In addition, such employees shall be paid eight (8) hours holiday pay for a full 8-hour holiday and four (4) hours holiday pay for a half-holiday at their regular straight-time hourly rate if they meet the eligibility requirements set forth in Section 13.2.

(b) Holiday Pay for 24/7 Employees. If full-time employees are assigned to work on one of the full 8-hour holidays listed in Section 13.1 as part of their regular shift schedule, such employees shall be paid one and one-half times their regular straight-time hourly rate for the first eight (8) hours worked on said holiday and at two times their regular straight-time hourly rate for all hours worked in excess of eight (8) hours on said holiday. In addition, such employees shall be paid eight (8) hours holiday pay at their regular straight-time hourly rate if they meet the eligibility requirements set forth in Section 13.2. For the two half-day holidays listed in Section 13.1, employees who are scheduled to work eight (8) hours on such half holidays as part of their regular shift schedule shall be paid one and one-half times their regular straight time hourly rate for all hours worked in excess of four (4) hours up to and including eight (8) hours and two times their regular straight-time hourly rate for all hours worked in excess of eight (8) hours on such half-holidays; in addition, such employees shall be paid four (4) hours holiday pay if they meet the eligibility requirements set forth in Section 13.2.

If such full-time employees are assigned to work on the full 8-hour holidays and the half holidays listed in Section 13.1 that are not part of their regular shift schedule, such employees shall be paid two times their regular straight-time hourly rate for all hours worked on said holiday. In addition, such employees shall be paid eight (8) hours holiday pay for a full 8-hour holiday and four (4) hours holiday pay for a half-holiday at their regular straight-time hourly rate if they meet the eligibility requirements set forth in Section 13.2.

(c) Effective Date. The provisions of this Section 13.3 shall be effective as of the first holiday listed in Section 13.1 after this 2005-2009 Agreement is ratified by both parties.

Section 13.4. Floating Holidays. Full-time employees shall receive three floating holidays per fiscal year and, except as provided immediately below, said days must be used by the end of the fiscal year and may not be carried over to subsequent years. Newly-hired employees earn floating holidays based on the following:

<u>Month of Hire</u>	<u>No. of Floating Holidays</u>	<u>Carry-Over*</u>
May-August	3	No
September-December	2	Yes if hired in Nov. or Dec.
January-April	1	Yes

If a carry over is permitted as provided immediately above, the day(s) carried over must be used within the first six (6) months of the new fiscal year.

Floating holidays must be taken in at least one-half day increments and must be scheduled at the mutual convenience of the employee and the Department Head or designee at least three (3) week days in advance unless the Department Head or designee approves shorter notice.

**ARTICLE XIV**  
**SICK LEAVE**

Section 14.1. Sick Leave. All full-time employees shall be eligible to accrue paid sick leave at the rate of eight (8) hours for each full month of actual work. Sick leave hours earned but unused shall be carried over from year to year up to a maximum of 1,920 hours. Although a probationary employee can accrue sick leave, a probationary employee cannot use accrued sick leave during the probationary period. A nonprobationary employee may use sick leave for absence from work due to the employee's own illness or injury or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers, sisters, and relatives living under the same roof as the employee), provided proper notice to the Department Head or designee have been given in accordance with Section 14.2 of this Article. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on approved sick leave.

Sick leave provided by the City may not be used by an employee if he/she becomes sick or is injured as a result of any secondary employment.

Section 14.2. Request for Sick Leave. Employees requesting sick leave must call the on-duty supervisor at least thirty (30) minutes in advance of his/her shift starting time. An employee's failure to inform the on-duty supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with reasonable reporting rules as may be established by the Department Head. An employee may be required by the City to substantiate proof of illness after three or more days, or after any use of sick leave if the City has reason to suspect abuse.

Section 14.3. Miscellaneous. It is specifically agreed that the City retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls, and/or, where appropriate, taking disciplinary action, including dismissal.

Section 14.4. Personal Days-Sick Leave Reward. Full-time employees shall be given eight (8) hours off with straight time pay each fiscal year. In addition, a full-time employee may earn an additional eight (8) hours of straight time pay for every fiscal quarter (i.e., May-July, August-October, November-January, and February-April) that such an employee does not use any sick time. Employees may accumulate up to forty (40) hours for personal days per fiscal year. The following provisions shall govern personal days:

- (1) Employees on probation shall be eligible to earn personal days, but shall not be able to take them until after successful completion of the probationary period. If a probationary employee takes time off for any reason during his/her probationary period, this time will be counted against earning personal days. An employee who quits or is terminated before the end of the probationary period will not be paid for personal days.

- (2) Non-probationary employees may carry over earned personal days to the next fiscal year. Forty (40) hours can be carried over to the next fiscal year, but must be used within the first six (6) months of that fiscal year.
- (3) Personal days may be taken at any time or for any reason, provided at least 72 hours notice is given to the immediate supervisor, provided a supervisor may refuse such leave because of department needs. A personal day may be used with less than 72 hours notice, but only if approved by the Department Head.
- (4) The employee shall not have to provide a reason for taking the personal day.
- (5) The use of personal days shall be limited to increments of either four (4) or eight (8) hours.
- (6) There shall be no payment in lieu of taking personal days.
- (7) Personal days may be coupled with other types of paid leave if an employee so chooses, provided such other types of paid leave have been earned and have been scheduled in accordance with the provisions of this Agreement.

Section 14.5. Unused Sick Leave at Time of Retirement. At the time of an employee's retirement pursuant to the provisions of IMRF, an employee's earned but unused sick leave days shall be credited as days worked for the purpose of obtaining additional IMRF service credit in accordance with applicable IMRF rules and regulations governing same. If an employee has 20 years of service with the City at time of retirement and has more accrued but unused sick leave days than can be used for additional service credit under IMRF, such additional sick leave days will be paid on the basis of one day's pay for each four (4) full earned but unused sick leave days, provided the employee has provided the City with at least one (1) year written notice of his/her retirement date.

**ARTICLE XV**  
**OTHER LEAVES OF ABSENCE**

Section 15.1. Funeral Leave. In the event of a death in the immediate family, the employee will be granted up to three (3) days of paid funeral leave with pay to attend the funeral; the Department Head or designee may approve an employee's request for up to two (2) additional days and if granted, such additional day(s) shall be deducted from the employee's accumulated sick leave or other accrued benefit leave time. For this purpose, "immediate family" shall be defined as the employee's spouse, parent, sibling, child, grandparent, grandchild, or the parent, sibling or child of the employee's spouse. Step parent, child and sibling shall be included in the definition of "immediate family." In the event of a death of an employee's son-in-law, daughter-in-law, aunt, uncle, niece or nephew, the employee will be granted one (1) day of paid funeral leave with pay to attend the funeral; the Department Head or designee may approve an employee's request for up to two (2) additional days and, if granted, such additional day(s) shall be deducted from the employee's accumulated sick leave or other accrued benefit leave time. An employee shall provide satisfactory evidence of the death of the affected family member and the employee's attendance at the funeral if so requested by the City.

Section 15.2. Jury Duty. An employee who is required to report for jury duty or who is subpoenaed to testify with respect to lawsuits or administrative proceedings that the City institutes or which arise out of the employee's employment by the City (excluding an employee's participation in such activity at the request of the Union) shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. A copy of the subpoena shall be provided to the Department Head or designee immediately after it is received. An employee shall immediately notify the Department Head or designee if the employee is required to report for jury duty. Upon returning from such leave, an employee must present documentation (e.g., pay stub or identification badge) establishing how long the employee was required to be absent due to such leave. An employee shall have the right to retain any monies paid for jury duty.

Section 15.3. Military Leave. Military Leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Unless otherwise mandated by applicable federal or state law, employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work shall be allowed to use unused available time off options or take time off without pay.

Section 15.4. Family Medical Leave Act. The City may establish any policy or take any action that is consistent with, or permitted by, the Family and Medical Leave Act of 1993 (FMLA) and the regulations governing administration of the FMLA as long as the policy or action is applicable to all City employees. Notwithstanding the foregoing, the City will not change its policy that permits employees to hold back one week of vacation leave while on FMLA leave. At the employee's direction, the employee may use the remaining week of vacation leave.

Section 15.5. Unpaid Leaves of Absence. The City at its sole discretion may grant an employee's request for an unpaid leave of absence on such terms and conditions as may be specified by the City.

A leave of absence will not be granted to enable an employee to try out for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided in this Article shall be subject to discipline up to and including termination; provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence, so long as there is no expansion of such employment (including self-employment) or unless approved in writing by the City Administrator.

Section 15.6. Unpaid Union Leave. An employee who is a steward or union officer may request an unpaid leave of not more than one week for the purpose of attending official union conferences or workshops. Any such request must be submitted at least one week in advance of the date(s) requested and any such request will not be unreasonably denied. Not more than one employee shall be on such leave at any one time unless the parties mutually agree otherwise. While any such leave shall be unpaid, the employee may use earned but unused vacation time or compensatory time in order to remain in pay status for the length of the leave.

**ARTICLE XVI**  
**DISCIPLINE AND DISCHARGE**

Section 16.1. Discipline. Disciplinary actions or measures shall include the following: oral reprimand; written reprimand; suspension; and discharge. The City agrees in principle to the tenets of progressive discipline for non-probationary employees; provided, however, that the gravity or seriousness of a given incident (e.g., gross insubordination) may justify immediate discharge without any prior progressive discipline. If a non-probationary employee is suspended without pay or discharged for disciplinary reasons, the City shall provide the Union with written notice of same.

The City shall not discipline any non-probationary employee without just cause. Except as otherwise provided by law or in this Agreement, the procedure set forth in Article V (Grievance Procedure) shall be the sole and exclusive procedure for resolving any grievance or dispute involving an alleged violation of this section.

Section 16.2. Right to Representation. Employees have a right to request and have a Union steward present in accordance with employee Weingarten rights during investigatory interviews in which the employee reasonably believes he may be disciplined. The presence of a Union steward at an investigatory interview shall not alter the obligation of an employee to respond to job related questions.

If the City schedules an investigatory meeting with an employee that the City reasonably believes might lead to the employee's suspension without pay or discharge, the City shall so notify the employee in advance of said meeting. If the City schedules a meeting with an employee in circumstances where the City has no reasonable belief that it will lead to the employee's suspension without pay or discharge but during the course of the meeting it acquires such reasonable belief, the City shall immediately so advise the employee.

Except as specifically provided above, the right to request representation shall not apply to meetings and conferences held between supervisors and employees that are part of the evaluation process, nor shall it apply to any situations which are part of normal daily interaction between supervisors and employees with respect to the performance of their duties and responsibilities, including fact gathering conferences between supervisors and employees, where there is no discussion of possible discipline.

A meeting held for the purpose of advising an employee that he/she is being suspended without pay or discharged shall not be construed as an investigatory interview or investigatory meeting for the purposes of this Section.

Section 16.3. Required Training. The City agrees to compensate all permanent full-time employees at the employee's straight time hourly rate of pay for up to eight (8) hours per day for all training, schools, and courses that the City requires an employee to attend. The City, at its discretion, may provide a vehicle for the employee to use to attend the seminar. When an employee is required to use his/her own automobile, the City will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking and garage charges.

In the event that an employee is required to stay overnight at such training/school session, the City will set up and pre-pay for lodging as long as the employee provided the City with notice at least 15 days in advance of said training. In addition, employees shall be reimbursed for the actual cost of meals, up to \$8.00 for breakfast, \$9.00 for lunch, and \$15.00 for dinner for required out-of-town training that necessitates overnight lodging. Receipts are required for all reimbursements. No reimbursement for alcohol will be made.

The City will pay for the training that an employee is required to attend at the City's direction.

Employees shall not receive any additional compensation for training courses or school programs that they elect (but are not required by the City) to attend, even though such attendance is approved by the City, where such attendance is during the employee's nonscheduled work time, unless the City agrees otherwise in writing prior to the employee's attendance at the course/school.

**ARTICLE XVII**  
**MISCELLANEOUS PROVISIONS**

Section 17.1. Ratification and Amendment. This Agreement shall become effective when ratified by the City and the Union and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 17.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally unless the context clearly provides otherwise.

Section 17.3. Light Duty. The City may require employees who are unable to perform their regular job duties on a temporary basis because of a duty related injury to return to duty in an available light duty assignment that the employee is qualified to perform, provided that the City's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk and that such return to work will not aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within 180 calendar days.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he/she be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the City's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within 180 calendar days

The terms and conditions of the light duty assignment, including hours of work, shall be determined exclusively by the City. It is agreed that a light duty assignment under this Section shall not exceed 180 calendar days. The City reserves the right to terminate any light duty assignment at an earlier time if the City's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume his full duties and responsibilities within 180 calendar days, the City retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the City to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists, and only as long as such need exists.

Section 17.4. Solicitation. It is agreed that no bargaining unit members covered by this Agreement will solicit any person or entity for contributions on behalf of the City of West Chicago or any of its departments or divisions.

Section 17.5. Fitness Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff, an extended leave of absence for medical reasons, or an unpaid leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the City. The foregoing requirement shall be in addition to any requirement that an employee provide at the employee's own expense a statement from the employee's doctor upon returning from sick leave or disability leave that the employee is fit to return to work. If the City determines that an employee is not fit for duty based on such examination(s), the City may place the employee on sick leave or disability, as the circumstances may warrant.

Section 17.6. Drug and Alcohol Testing. Employees may be tested for drug or alcohol use/abuse in accordance with the City's CDL Drug and Alcohol Testing Policy (copy attached) and the provisions of this Section. If there is any conflict between the provisions of the City's CDL Drug and Alcohol Testing Policy and the provisions of this Section, the provisions of this Section shall control. In addition, the City may require an employee to submit to urine and/or blood tests if an employee is involved in an accident resulting in personal injury and/or property damage of \$1,000 or more, or if the City determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 48 hours of when the test is administered. Unless required by applicable state and/or federal law or regulation, the City's CDL Drug and Alcohol Testing Policy will not be changed during the term of this Agreement unless both parties mutually agree in writing to a change. Nothing herein shall be construed to prohibit or restrict the City's right to change vendors for the City's CDL Drug and Alcohol Testing Policy.

Employees who are not required to hold a CDL to perform the work of the position to which they are assigned shall not be subject to random testing other than as provided in the third from the last paragraph below.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding (.02 or above for alcohol), a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the licensed clinical laboratory selected by the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests shall be made available to the Department Head. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Department Head can take such action as the Department Head in his discretion deems

appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the City's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the Department Head can take such action as the City in its discretion deems appropriate. Notwithstanding the foregoing, the City retains the right to take such action as the City in its discretion deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, may be cause for discipline, up to and including termination.

An affected employee shall have the right to file a grievance pursuant to the grievance and arbitration procedure set forth in this Agreement.

Section 17.7. Outside Employment. No employee shall be employed in any other business, position or occupation (including self-employment) that interferes with his/her City position or the full and proper performance of his/her duties. An employee engaged in outside employment must first notify the City of such employment, and the City may withdraw approval for outside employment for cause. All outside employment activity must be discontinued while on approved sick leave.

Section 17.8. Uniforms. The type, style, and/or color of uniforms (including shoes) and equipment shall be determined by the City. City provided uniforms will not be worn off-duty. The City may establish additional rules and policies concerning the use and wearing of uniforms and equipment. Upon separation of employment, employees shall return all City issued personal protective equipment.

Effective with the 2006-07 fiscal year and or each fiscal year thereafter covered by this collective bargaining agreement the City will provide a uniform allowance bank in the amount specified below for the purchase of approved uniform items (including approved safety shoes/boots) appropriate to the position held:

<u>Department</u>	<u>Amount</u>
Public Works field employees	\$300.00
Community Development field employees	\$300.00

In addition, during the first year of employment, up to an additional \$75 will added to the employee's uniform allowance bank for the purchase of a safety rated jacket.

Section 17.9. Precedence of Agreement. Pursuant to Section 15 of the Illinois Public Labor Relations Act, the parties agree that the provisions of this Agreement shall be in lieu of the civil service provisions of the Illinois Municipal Code, 65 ILCS 5/10-1-1 *et seq.*, and the City of West Chicago's civil service rules and regulations. If any subject matter is covered by the

provisions of this Agreement and either the City's personnel rules and/or policies of the City of West Chicago, the provisions of this Agreement shall govern and control.

Section 17.10. Personnel Files. The City agrees to abide by the lawful requirements of the "Personnel Records Review Act", 820 ILCS 40/1 - 40/13 as amended.

Section 17.11. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the City's Employee Assistance Program (EAP) on the same terms and conditions that are applicable to City employees generally.

Section 17.12. CDL Licenses. For employees who must possess a CDL to perform the work of the position to which they are assigned, the City will reimburse them for the fee to obtain or renew their CDL. The provisions of this Section shall be applicable to the obtaining or renewing a CDL after ratification of this Agreement by both parties.

Section 17.13. Safety. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their non-bargaining unit supervisor or his designee who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. Questions regarding safety issues may be addressed in labor-management conferences pursuant to Article VII.

The employees covered by this Agreement shall be eligible to participate in any Safety Incentive Program that the City may have in effect from time to time on the same terms and conditions that are applicable to City employees generally.

Section 17.14. Subcontracting. 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 for such reasons as efficiency of operations, economic considerations, etc. Except where an emergency situation (including natural and/or man-made disasters) exists, before the City contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees or in the conversion of a full-time position to a part-time position, the City will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing non-probationary bargaining unit employee is laid off, *i.e.*, removed from the active payroll. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off. Following notice and an opportunity to meet, the City reserves the right to proceed with such layoff and in such event the provisions of Section 8.3 (Layoffs) and Section 8.5 (Effects of Layoff) shall be applicable. In addition, if any nonprobationary bargaining unit employees are laid off as a result of a City subcontracting decision, for each three (3) full years of City employment in a classification(s) included in the bargaining unit, the City will pay each such employee one week's pay up to a maximum of four (4) week's pay. Finally, any such employee who is laid off will have the right to fill any vacant full-time non-supervisory or non-confidential City position outside the bargaining unit that the City is seeking to fill if the employee is reasonably determined by the City to be qualified to fill the position with minimal training. Notwithstanding the above, the City will not subcontract any work that would result in the conversion to a part-

time position of any full-time position held by any employee employed by the City as of the execution of this first collective bargaining agreement by both parties.

Section 17.15. Seasonal Employees. The City has the right to employ seasonal employees during the summer months or during holiday periods.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

Section 18.1. Savings Clause. If any provision of this Agreement, or the application of any such provision, should be rendered or declared invalid by any court or administrative action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The subject matter of such invalid provision shall be open for negotiations over a substitute for the invalidated Article, Section or portion thereof if requested by either party in writing thirty (30) days after the date the Article, Section or portion thereof was invalidated.

**ARTICLE XIX**  
**ENTIRE AGREEMENT**

Section 19.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. The parties acknowledge that during the negotiations that resulted in 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 or ordinance from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XX**  
**DURATION AND TERMINATION**

Section 20.1. Termination in 2009. Unless otherwise specifically provided in this Agreement, this Agreement shall be effective the day following its execution by both parties, and shall remain in full force and effect until midnight April 30, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin as soon as practicable.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_ day of December, 2006, after being first ratified by the Union's membership and then by the City's Mayor and City Council.

OPERATING ENGINEERS,  
LOCAL 150

THE CITY OF WEST CHICAGO,  
ILLINOIS

By: Steven M. Rice

By: Debbi Burns

Kevin Gilbert  
Elmer Zonta  
Michael Handley  
Sam Alusanta

## APPENDIX A

### May 1, 2005 - April 30, 2006

Group	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$33,000	\$33,990	\$35,010	\$36,060	\$37,142	\$38,256	\$39,404	\$40,586	\$41,803	\$43,058	\$44,349
B	\$36,300	\$37,389	\$38,511	\$39,666	\$40,856	\$42,082	\$43,344	\$44,644	\$45,984	\$47,363	\$48,784
C	\$38,569	\$39,726	\$40,918	\$42,145	\$43,409	\$44,712	\$46,053	\$47,435	\$48,858	\$50,323	\$51,833
D	\$40,979	\$42,209	\$43,475	\$44,779	\$46,123	\$47,506	\$48,931	\$50,399	\$51,911	\$53,469	\$55,073
E	\$43,541	\$44,847	\$46,192	\$47,578	\$49,005	\$50,475	\$51,990	\$53,549	\$55,156	\$56,810	\$58,515
F	\$46,262	\$47,650	\$49,079	\$50,552	\$52,068	\$53,630	\$55,239	\$56,896	\$58,603	\$60,361	\$62,172
G	\$47,650	\$49,079	\$50,552	\$52,068	\$53,630	\$55,239	\$56,896	\$58,603	\$60,361	\$62,172	\$64,037

### May 1, 2006 – April 30, 2007

Group	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$34,188	\$35,214	\$36,270	\$37,358	\$38,479	\$39,633	\$40,822	\$42,047	\$43,308	\$44,608	\$45,946
B	\$37,607	\$38,735	\$39,897	\$41,094	\$42,327	\$43,597	\$44,904	\$46,252	\$47,639	\$49,068	\$50,540
C	\$39,957	\$41,156	\$42,391	\$43,662	\$44,972	\$46,321	\$47,711	\$49,142	\$50,617	\$52,135	\$53,699
D	\$42,455	\$43,728	\$45,040	\$46,391	\$47,783	\$49,216	\$50,693	\$52,214	\$53,780	\$55,394	\$57,055
E	\$45,108	\$46,461	\$47,855	\$49,291	\$50,769	\$52,292	\$53,861	\$55,477	\$57,141	\$58,856	\$60,621
F	\$47,927	\$49,365	\$50,846	\$52,371	\$53,942	\$55,561	\$57,228	\$58,944	\$60,713	\$62,534	\$64,410
G	\$49,365	\$50,846	\$52,371	\$53,942	\$55,561	\$57,228	\$58,944	\$60,713	\$62,534	\$64,410	\$66,342

### May 1, 2007 – April 30, 2008

Group	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$35,385	\$36,446	\$37,540	\$38,666	\$39,826	\$41,020	\$42,251	\$43,519	\$44,824	\$46,169	\$47,554
B	\$38,923	\$40,091	\$41,293	\$42,532	\$43,808	\$45,122	\$46,476	\$47,870	\$49,307	\$50,786	\$52,309
C	\$41,356	\$42,596	\$43,874	\$45,191	\$46,546	\$47,943	\$49,381	\$50,862	\$52,388	\$53,960	\$55,579
D	\$43,940	\$45,259	\$46,616	\$48,015	\$49,455	\$50,939	\$52,467	\$54,041	\$55,662	\$57,332	\$59,052
E	\$46,687	\$48,087	\$49,530	\$51,016	\$52,546	\$54,123	\$55,746	\$57,419	\$59,141	\$60,916	\$62,743
F	\$49,605	\$51,093	\$52,626	\$54,204	\$55,830	\$57,505	\$59,231	\$61,007	\$62,838	\$64,723	\$66,665
G	\$51,093	\$52,626	\$54,204	\$55,830	\$57,505	\$59,231	\$61,007	\$62,838	\$64,723	\$66,665	\$68,664

### May 1, 2008 – April 30, 2009

Group	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$36,623	\$37,722	\$38,853	\$40,019	\$41,220	\$42,456	\$43,730	\$45,042	\$46,393	\$47,785	\$49,218
B	\$40,285	\$41,494	\$42,739	\$44,021	\$45,342	\$46,702	\$48,103	\$49,546	\$51,032	\$52,563	\$54,140
C	\$42,803	\$44,087	\$45,410	\$46,772	\$48,175	\$49,621	\$51,109	\$52,643	\$54,222	\$55,848	\$57,524
D	\$45,478	\$46,843	\$48,248	\$49,695	\$51,186	\$52,722	\$54,304	\$55,933	\$57,611	\$59,339	\$61,119
E	\$48,321	\$49,770	\$51,264	\$52,801	\$54,385	\$56,017	\$57,698	\$59,428	\$61,211	\$63,048	\$64,939
F	\$51,341	\$52,881	\$54,467	\$56,102	\$57,785	\$59,518	\$61,304	\$63,143	\$65,037	\$66,988	\$68,998
G	\$52,881	\$54,467	\$56,102	\$57,785	\$59,518	\$61,304	\$63,143	\$65,037	\$66,988	\$68,998	\$71,068

## APPENDIX B

Hire Date	Promotion Date		Current Salary	New Range	New Step	New Base Salary	Pay Difference	% Increase	One Time Payment	Total Increase
<b>Group A</b>										
12/16/2002	-	Carey	\$32,078	A	1	\$33,990	\$1,914.32	5.97%	\$812.11	8.50%
5/11/1998	-	Stanton	\$31,741	A	2	\$35,010	\$3,268.90	10.30%		10.30%
<b>Group B</b>										
9/22/1997	3/5/2003	Nolan	\$35,156	B	2	\$38,511	\$3,354.67	9.54%		9.54%
12/1/1993	-	Meyer	\$41,700	B	7	\$44,644	\$2,944.58	7.06%	\$599.91	8.50%
8/22/1995	3/5/2003	Taylor	\$41,298	B	7	\$44,644	\$3,346.02	8.10%	\$164.34	8.50%
5/29/2002		Abruscato	\$33,619	B	Start	\$36,300	\$2,680.96	7.97%	\$1,017.13	11.00%
6/3/2002		Popielewski	\$33,619	B	Start	\$36,300	\$2,680.86	7.97%	\$1,017.13	11.00%
6/1/2004		Gates	\$33,124	B	Start	\$36,300	\$3,176.00	9.59%	\$467.64	11.00%
7/12/2004		Franz	\$33,124	B	Start	\$36,300	\$3,176.00	9.59%	\$467.64	11.00%
8/2/2004		Hake	\$33,130	B	Start	\$36,300	\$3,169.76	9.57%	\$474.57	11.00%
11/28/2005		Sprenzel	\$32,640	B	Start	\$36,300	\$1,548.46	4.74%		4.74%
11/6/1989		Erickson	\$49,641	B	10	\$48,784			\$4,219.51	8.50%
<b>Group C</b>										
6/10/1985	6/13/1994	Hurley	\$42,553	C	6	\$46,053	\$3,500.46	8.23%	\$116.51	8.50%
3/4/2002	11/1/2004	Bodie	\$35,300	C	Start	\$38,569	\$3,269.07	9.26%	\$613.89	11.00%
6/9/1997	12/24/2001	Gentilecore	\$38,592	C	3	\$42,145	\$3,552.79	9.21%	\$692.36	11.00%
1/21/1981	5/29/1995	Chandler	\$41,407	C	5	\$44,712	\$3,305.19	7.98%	\$214.37	8.50%
1/13/1992	5/22/1995	Sorters	\$40,050	C	4	\$43,409	\$3,359.07	8.39%	\$1,046.48	11.00%
2/6/1995	3/15/1999	Weber	\$42,120	C	5	\$44,712	\$2,591.75	6.15%	\$988.45	8.50%
3/9/1998	5/1/2002	Harvel	\$39,516	C	4	\$43,409	\$3,893.63	9.85%		9.85%
5/3/1999	11/1/2004	Gilbert	\$35,766	C	Start	\$38,569	\$2,803.15	7.84%	\$1,131.07	11.00%
7/1/1999	11/1/2004	MacKenzie	\$35,766	C	Start	\$38,569	\$2,803.15	7.84%	\$1,131.07	11.00%
6/18/2001	11/1/2004	Domzalski J.	\$35,766	C	Start	\$38,569	\$2,803.15	7.84%	\$1,131.07	11.00%
6/1/1999	5/28/2001	Domzalski W.	\$37,093	C	2	\$40,918	\$3,824.95	10.31%	\$255.24	11.00%
8/1/2001	11/1/2004	Lambert	\$35,766	C	Start	\$38,569	\$2,803.15	7.84%	\$1,131.07	11.00%
8/9/1999	5/7/2003	Jensen	\$40,456	C	4	\$43,409	\$2,953.47	7.30%	\$485.29	8.50%
10/17/1977	5/1/1992	Todd	\$49,038	C	10	\$51,833	\$2,795.09	5.70%	\$1,373.14	8.50%
<b>Group D</b>										
6/22/2004	-	Pantoja	\$37,494	D	Start	\$40,979	\$3,485.22	9.30%		9.30%
9/20/2004	-	Veil	\$36,941	D	Start	\$40,979	\$4,038.50	10.93%		10.93%
6/05/2000	-	Zonta	\$42,707	D	4	\$46,123	\$3,416.00	8.00%	\$214.06	8.50%
<b>Group E</b>										
10/26/1992	10/11/1993	Rakov	\$45,207	E	1	\$49,005	\$3,798.50	8.40%	\$44.07	8.50%
1/17/2005		Hauk	\$44,327	E	3	\$47,578	\$3,251.00	7.33%	\$516.78	8.50%
5/2/2005		Wallis	\$44,327	E	3	\$47,578	\$3,251.00	7.33%	\$516.78	8.50%
12/13/2004		Abed	\$44,327	E	3	\$47,578	\$3,251.00	7.33%	\$516.78	8.50%
4/24/2006		Nelson	\$36,940	E	Start	\$43,541	\$126.93	0.34%		0.34%
10/7/1978		Henkel	\$49,641	E	7	\$53,549	\$3,908.05	7.87%	\$1,552.49	11.00%
7/22/1985	11/23/1992	Feld	\$53,267	E	9	\$56,810	\$3,543.76	6.65%	\$983.91	8.50%
<b>Group F</b>										
9/6/1998	5/21/1999	Ambrust	\$52,125	F	6	\$55,239	\$3,114.19	5.97%	\$1,316.42	8.50%
10/9/1995	3/6/2006	Wilson S	\$41,806	F	Start	\$46,282	\$685.51	1.64%	\$3,830.48	11.00%
5/29/2001	3/6/2006	Ruddick	\$41,806	F	Start	\$46,262	\$685.51	1.64%	\$3,719.54	11.00%
7/27/1992	12/24/2001	Farrelly	\$50,475	F	5	\$53,630	\$3,154.73	6.25%	\$1,135.68	8.50%
10/6/1986	5/19/1997	Lautenbach	\$57,466	F	10	\$62,172	\$4,705.73	8.19%	\$178.90	8.50%
12/17/1990	9/17/2003	Buscoe	\$49,562	F	5	\$53,630	\$4,067.85	8.21%	\$144.94	8.50%
4/18/1994	5/3/2004	Bell	\$43,337	F	Start	\$46,262	\$2,924.98	6.75%	\$758.84	8.50%
1/13/1997	8/1/2001	Howard	\$46,334	F	3	\$50,552	\$4,217.42	9.10%		9.10%
11/30/1999	5/17/2004	Vogt	\$43,060	F	1	\$47,650	\$4,589.48	10.66%		10.66%
8/17/1987	6/1/1992	Breen	\$60,285	F	10	\$62,172	\$1,887.33	3.13%	\$3,236.86	8.50%
<b>Group G</b>										
1/14/1991	5/1/1992	England	\$57,466	G	9	\$62,172	\$4,705.73	8.19%	\$178.90	8.50%

Nelson only worked one week in fiscal year.

Sprenzel only worked 22 weeks in fiscal year.

Wilson and Ruddick only spent 8 weeks as a Crew Leader, the rest of the year as a MWII, so 11% is blended amount

## APPENDIX C

### Group A

Secretary  
Receptionist

### Group B

Accounting Clerk  
Building Technician  
Maintenance Worker I  
Administrative Secretary

Accounting Clerk I and II positions/titles merged.

### Group C

Maintenance Worker II  
Utility Service Worker

### Group D

Building Inspector I

### Group E

Mechanic  
Water Plant Operator  
Wastewater Plant Operator  
Engineering Technician

Laboratory Technician retitled and reclassified.

### Group F

Crew Leader  
Building Inspector II  
Senior Wastewater Plant Operator  
Senior Water Plant Operator  
Water Quality Technician

### Group G

Maintenance Mechanic

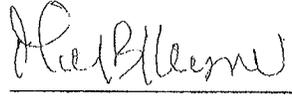
**SIDE LETTER**

Notwithstanding where Laurie Jensen's classification and step placement would have been based on Appendices B and C, Laurie Jensen will be grandfathered in Group C and initially placed in Step 4. Any new employees hired into the Building Technician classification will be placed in the Group B as specified in Appendix C.

Notwithstanding anything to the contrary in Section 10.1, including Appendices A, B, and C, Linda Ericksen will receive a one-time lump sum payment of \$1,516.20 for the 2006-2007 fiscal year, said amount to be paid as part of the retroactivity payment, i.e., within thirty (30) calendar days of the execution of the collective bargaining agreement by both parties.

**CITY OF WEST CHICAGO**

**IUOE LOCAL 150**

By: 

By: 