

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 with the City 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 employee 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. Seniority List. On or before January 1 of each year, the City will provide 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 provided, 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 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:

<u>Department/Classification</u>	<u>Normal Shift Hours</u>
Public Works (except as noted below)	7:00 a.m. to 3:30 p.m. ¹ <u>Monday through Friday</u>
Water Plant Operator	3 shifts, with permanent schedule <u>on four or five (5) consecutive days</u>

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

Section 9.3. Lunch Period. There shall be a scheduled sixty (60) minute lunch period each workday, of which thirty (30) minutes are unpaid, for all bargaining unit member positions with the exception of the Water Plant Operator Position. Bargaining unit members who hold the position of Water Plant Operator shall receive a paid sixty (60) minute lunch period for each normal workday.

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.

¹ 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.

All employees who work more than eight (8) hours in a day will be given an additional ten (10) minute paid break. All employees who work more than twelve (12) hours in a day will be given an additional thirty (30) minute unpaid meal period

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 (5) 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 eight (8) hours per workday or 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 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. Employees will be permitted to accrue a maximum of sixty (60) hours of compensatory time on a rolling basis. For example, if an employee accrues

compensatory time to a maximum balance of sixty (60) hours, and then subsequently uses ten (10) hours, the employee may then accrue up to ten (10) more hours to accumulate a balance of up to sixty (60) hours.

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 Department Head. As long as requests for taking 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.

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. An employee with the job classification of Senior Water Plant Operator or Water Plant Operator will be excluded from overtime assignments not related to the operation of the City's Water Treatment Plant, including but not limited to, well/lift station weekend duty, Public Works weekly on-call duty, and snow plowing, unless determined otherwise necessary by the Department Head or designee.

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 non-bargaining 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 (2) hours pay at the applicable overtime rate. If the two (2) hour minimum overlaps with the start of the employee's regularly scheduled shift, the employee will still receive two (2) 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 (2) 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.

An employee who is called back to work will not begin receiving compensation until the time that the employee arrives at or reports to the work site. Travel and /or commuting time is not counted as hours worked. Employees who are contacted by telephone or other electronic communication methods and asked by an authorized person to provide technical assistance shall be compensated for a minimum of fifteen (15) minutes or actual time worked if longer than

fifteen (15) minutes at the applicable rate of pay. This provision is intended to apply when an employee is contacted to provide technical knowledge to resolve a work-related problem. This Section shall not apply to circumstances in which an employee is contacted about minor work-related matters including, but not limited to, scheduling; nor shall this Section apply to an employee receiving on-call pay pursuant to Section 10.6.

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. 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. Bargaining unit classifications shall be in the Group as specified in Appendix B.

Effective January 1, 2017, the step salary schedule shall be increased across-the-board by 1.50%.

Effective January 1, 2018, the step salary schedule shall be increased across-the-board by 1.50%.

Effective January 1, 2019, the step salary schedule shall be increased across-the-board by 1.75%.

Effective January 1, 2020, the step salary schedule shall be increased across-the-board by 1.75%.

Step Increments. 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 January 1, 2017 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.

The retroactivity payment shall be done by separate check issued within sixty (60) 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 forty (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. Mobile Communication Devices. As long as the City determines that its operational needs are being met by employees who voluntarily carry mobile communication devices and respond to calls to report to work, the City will not mandatorily require any employee to carry a mobile communication device. Under such circumstances, no employee will receive any additional compensation for carrying a mobile communication device. If, however, the City determines that the City's operational needs are not being met through a voluntary mobile communication device policy, the provisions of the following paragraph shall be applicable.

If the City requires an employee to carry a mobile communication device for Public Works Special On-Call Duty the employee shall receive one (1) hour straight-time pay for each day that he/she is required to carry a mobile communication device, with a maximum of five (5) hours straight-time pay for each seven (7) day week that he/she is required to carry a mobile

communication device, regardless of whether the employee is actually called in to work. For Public Works Weekly On-Call Duty, the employee shall receive five (5) hours straight-time pay for each week that he/she is required to carry a mobile communication device, regardless of whether the employee is actually called in to work, effective with the execution date of this Collective Bargaining Agreement. An employee that is required to carry a mobile communication device is required to respond to any call within fifteen (15) minutes and report to work within one (1) hour, absent extenuating circumstances as established to the City's reasonable satisfaction. The City will first seek qualified volunteers to carry a mobile communication device, but if there are no qualified volunteers or not enough qualified volunteers, the assignment to carry a mobile communication device will be done on a rotating basis starting with the least senior qualified non-probationary 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.

Each non-probationary Public Works employee shall be required to volunteer for at least one (1) Public Works Weekly On-Call Duty assignment during each six (6) month schedule. An employee who does not volunteer during a six (6) month schedule, when required on a rotating basis, will be assigned a duty assignment not previously selected by an employee who did volunteer, provided that no employee's vacation will be interrupted.

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 while employed by the City. 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 incentive program (i.e., employee who renews certification/license while employed by the City which it obtained prior to being employed by the City). 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.² Eligibility is based on job-related certifications that are above and beyond what is required by the employee's classification. Successful completion of a certification 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 October 1st of each year prior to 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.

² 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.

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

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 Department³

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 non-bargaining 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 non-bargaining 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. 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.

³ Certification Pay for Public Works Department categories shall increase by \$100.00 for each category, effective January 1, 2018. Increases are not applicable to an employee who previously received the Certification Pay for a specific category.

ARTICLE XI INSURANCE

Section 11.1. Health, Prescription, Vision, Dental, and Life Insurance. The Parties acknowledge that as of July 1, 2005, all bargaining employees were no longer eligible for and covered by the City's health, prescription, vision, dental and life insurance plans and they were no longer 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, 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. The amount the City pays per month per eligible covered bargaining unit employee is as follows:

<u>Effective Date</u>	<u>Single</u>	<u>Single +1</u>	<u>Family</u>
First invoice following execution	\$630.00	\$1,260.00	\$1,921.00
May 1, 2018	\$693.00	\$1,386.00	\$2,113.00
January 1, 2019	\$762.00	\$1,524.00	\$2,324.00
January 1, 2020	\$838.00	\$1,677.00	\$2,556.00

The City's obligation to pay premiums to the Union's Plan for newly-hired Employees begins the first day of the following month after 30 days of employment with the City in a Local 150 bargaining unit position. However, if an employee is hired on the first business day of the month, said Employee's coverage would be effective the first day of the following month. For example, if a new Employee begins work with the City on June 15th, the City's obligation to begin paying premiums to the Union's Plan for that Employee commences August 1st. If a new Employee begins work with the City on the first business day in June, the City's obligation to begin paying premiums to the Union's Plan for that Employee commences July 1st.

Employees on an unpaid leave of absence of fourteen (14) calendar days or more shall be responsible for 100% of the payment of each applicable monthly premium amount (or at a pro-rated monthly premium amount equal to the number of days while on unpaid leave) for their insurance coverage. The only exception to this provision is an unpaid leave of absence where the City may be obligated under federal or state law to continue its payment of 100% of said insurance premium, such as the application of the Family and Medical Leave Act (FMLA).

Bargaining unit members must notify the Human Resources Division, in writing, of any changes in life status that may impact whether the employee has dependent insurance coverage and/or when the employee is only eligible for single coverage. Examples of changes in life status include marriage, birth of a child, death of a dependent/spouse, divorce, dependent reaching limiting age, etc. Such notice must be received by the Human Resources Division within thirty-one (31) calendar days of the change in life status event. Failure to notify the Human Resources Division in writing within thirty-one (31) days of life status changes shall result in the employee being responsible for the payment of the applicable monthly insurance premiums, claims submitted and paid for an ineligible participant, and/or denial of coverage or claims by the Union's Plan/Plan Trustees.

The City shall not be responsible for paying any premiums (or any partial month premiums) after an Employee's last full day of active work with the City. When the City has prepaid an Employee's health insurance premium to the Union's Plan for a month when an Employee separates his employment prior to the last business day of the month, the prorated monthly premium amount covering the period between the day following the Employee's last full day of active work and the last business day of the month shall be deducted from the Employee's final paycheck.

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. Unless mutually agreed to otherwise, the City agrees to remit payment on a monthly basis by the tenth (10th) of the month preceding the coverage month (e.g., the August payment will be paid by July 10th).

Between the time of the Union's ratification of this Agreement and the City Council's execution of this Agreement, the Union shall promptly provide the necessary information and internal documents to all bargaining unit members in order to re-enroll eligible bargaining unit members into the newly-offered Plan component for Single +1 coverage. Additionally, the Fund shall provide City with a census count of bargaining unit members by coverage type with respect to Single, Single +1 and Family coverage(s) prior to the first invoice after execution.

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 the Trustees will be solely responsible for the administration of the Plan and will comply with all obligations under COBRA, HIPAA and Patient Protection and Affordable Care Act (PPACA), including any amendments thereto.

If, during the term of this Agreement, Congress amends the PPACA or enacts new health care legislation, and the amendment or new legislation imposes new direct costs to the City related to the health care coverage for bargaining unit employees, then either party may reopen the contract by sending written notice to the other party no later than sixty (60) days after the effective date of any qualifying amendment to the PPACA or new health care legislation, for the limited purpose of negotiating an offset of the new direct costs to the City that are imposed by any amendment or new legislation.

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' collective bargaining agreement are eligible to participate in the Union's Plan throughout the term of the parties' 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' 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). The City will not be responsible for handling or resolving any coverage issues or coverage disputes.

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. 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 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 if said vacation request is submitted to the Department Head or designee prior to the beginning of the calendar year. After January 1st, vacations will be granted based on the priority of submission of vacation request. Vacation shall be in increments of one-half day or a full day. All requests for vacation days of three (3) or more days must be submitted to the Department Head or designee at least three (3) week days in advance. All requests for vacation days of less than three (3) days must be submitted to the Department Head or designee at least one (1) full work day in advance. On any given day, the following number of employees per Division may be approved to take a vacation day:

- One (1) Street Division employee.
- One (1) Utility Division employee.
- One (1) Water Plant Operator per shift, if appropriate coverage is provided per shift.
- One (1) Fleet Maintenance Division employee.

- One (1) Facilities Management Division employee.

At its sole discretion, the City shall have the right to grant vacation requests in excess of the minimums set forth above; however, for scheduling purposes during the winter season (December 1st thru March 31st) in excess of the minimums set forth above, all requests for time off will not be reviewed and/or approved more than three (3) calendar days in advance of the requested day(s) off. In addition, if the City believes that the employee's services shall be required on any of the requested day(s) off to work a weather emergency (i.e., pending or existing), said request for time off may be denied.

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 ensure 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 is 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. Vacation Pay Upon Retirement. For the term of this Agreement, the City will provide vacation pay upon retirement on the same basis and subject to the same conditions and restrictions as the City provides to non-FOP represented City employees, as set forth in City policy which may be amended from time to time.

Section 12.6. 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 Monday-Friday employees during the term of this Agreement:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

Whenever any holiday falls on a Saturday, the City will observe said holiday on the Friday preceding such Saturday holiday. Whenever any holiday falls on a Sunday, the City will observe said holiday on the Monday after said holiday.

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. The Water Plant Operators are not eligible for the eight (8) hours of holiday pay described in Section 13.1, but instead receive a different benefit as described in Section 13.4.

Section 13.3. Holiday Pay for Monday Through Friday Employees. If full-time employees are scheduled to work on the full 8-hour holidays listed in Section 13.1 that are not part of their regular shift schedule, such employees shall be paid two (2) 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 at their regular straight-time hourly rate if they meet the eligibility requirements set forth in Section 13.2.

Section 13.4. Benefit for Water Plant Operators in Lieu of Holiday Pay. Water Plant Operators are not eligible to receive eight (8) hours holiday pay for each of the holidays listed in Section 13.1. Rather, in addition to the three (3) floating holidays described in Section 13.5, they shall receive eight (8) floating holidays per fiscal year, to be taken and scheduled in accordance with the language in Section 13.5. The City shall post all eight (8) days to an Employee's accrued leave bank each January. Newly-hired Employees will have the number of floating holidays equal to the number of City-observed holidays then remaining in the fiscal year posted to their bank. There shall be no payment for unused floating holidays at the time of separation.

Section 13.5. 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>
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January-April	3	No
May-August	2	Yes if hired in July or August
September - December	1	Yes

If a carryover 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.

For Water Plant Operators only, these three (3) floating holidays are in addition to the eight (8) floating holidays described in Section 13.4.

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 calendar month of paid employment completed. 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 requiring assistance as a caretaker, and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, parents of a party to a civil union, step-parents, brothers, sisters, and relatives living under the same roof as the employee), provided proper notice to the Department Head or designee has 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 (3) 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., January-March, April-June, July-September and October-December) 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 by the end of the next 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 for requests of three (3) or more personal days, and provided that at least twenty-four hours notice is given to the immediate supervisor for requests of less than three (3) personal days. Use of personal day leave time may be used with less than twenty-four (24) hours notice, but only if approved by the Department Head or his designee.
- (4) The employee shall not have to provide a reason for taking the personal day, except when less than twenty-four (24) hours notice is given.
- (5) The use of personal days may be taken in hourly increments of one (1) hour or more.
- (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.
- (8) Personal days may not be earned or accrued while on worker's compensation leave.
- (9) Approval of personal day leave requests shall be subject to departmental needs but shall not be unreasonably denied.

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 twenty (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 (1) 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. Bereavement Leave. In the event of a death in the immediate family, the employee will be granted up to three (3) workdays/shifts of paid bereavement leave ; 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, party to a domestic/civil union, or any of the following members of either the employee's or spouse's family: parent (including step), sibling (including half or step), child (including step or adopted), grandparents, grandchild, daughter in-law, son-in-law, niece or nephew and aunt or uncle. . An employee shall provide satisfactory evidence of the death of the affected family member and the employee's attendance at the funeral, memorial or bereavement service if so requested by the City. Bereavement leave shall be taken within thirty (30) calendar days from the date of the death.

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 FMLA as long as the policy or action is applicable to all City employees consistent with FMLA, the employee shall make such leave request to the City and request any extensions thereto. 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.

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.

Each fiscal year, the City will provide a uniform allowance bank in the amount specified below for the purchase of approved uniform items and approved safety shoes/boots:

<u>Department</u>	<u>Amount</u>	<u>Applicable Item</u>
Public Works employees ⁴	\$250.00	Uniform/Apparel
	\$175.00	Safety Shoes/Boots

In addition, during the first year of employment, up to an additional \$75.00 will be added to the employee's uniform allowance bank for the purchase of a safety rated jacket. Uniform allowance shall not be applicable toward safety shoes/boots allowance, and safety shoes/boots allowance shall not be applicable toward uniform allowance.

⁴ Uniform and boot allowance bank for Fiscal Year 2017 shall remain combined at \$300.00, with allowance bank as shown above being effective January 1, 2018.

The City will endeavor to make uniform order forms available prior to June 1st of each year. In addition, the City shall endeavor to arrange for the mobile Red Wing boot truck/store to be on-site between the hours of 12:00 p.m. and 3:30 p.m., on a Tuesday, Wednesday, or Thursday, to maximize availability to employees to purchase boots during normal working hours.

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. The City will reimburse the fee to obtain or renew an employee's CDL license. Within six (6) months of hire, all bargaining unit employees must possess a valid Class B CDL license with a Tanker Endorsement, and without an Air Brakes Restriction.⁵

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

⁵ All bargaining unit employees actively employed with the City prior to the execution of this Agreement will be granted six (6) months, from the date of execution of this Agreement, to obtain a Tanker Endorsement.

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 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.

Section 17.16. Required Training. The City agrees to compensate all permanent full-time employees 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 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 2020. 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 December 31, 2020. 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 _____, 2017, 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: _____

By: _____

Insert Appendix A

APPENDIX B

Group A

None

Group B

Maintenance Worker I

Group C

Maintenance Worker II

Utility Service Worker*

Group D

Building Inspector I*

Group E

Mechanic

Water Plant Operator

Wastewater Plant Operator*

Engineering Technician*

Group F

Crew Leader

Building Inspector II *

Senior Wastewater Plant Operator*

Senior Water Plant Operator*

Water Quality Technician

Group G

Maintenance Mechanic*

* Position is not currently filled.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 17-R-0078 – Contract Award – Alaniz Landscape Group, Inc. for the 2018 Right-of-Way Maintenance Program

AGENDA ITEM NUMBER: 9.A.

COMMITTEE AGENDA DATE: December 7, 2017

COUNCIL AGENDA DATE: December 18, 2017

STAFF REVIEW: Patrick Colford, Street Division Superintendent

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Annually, since 2005, the City has contracted landscape maintenance services for multiple City-owned and maintained rights-of-way and properties at various locations for a period of approximately 30 consecutive weeks. Services include, but are not limited to, mowing, trimming, edging, weed removal, shredded hardwood mulch installation, chemical broadleaf control, fall leaf removal, and lawn fertilization. The 2017 program consisted of 105 properties at a total cost of \$126,019.00.

Staff is prepared to go out for bid for procurement of right-of-way maintenance services for FY2018; however, on November 15, 2017, Mr. Miguelle Alfaro of Alaniz Landscape Group, Inc. of Elgin, Illinois, the 2017 Right-of-Way Maintenance Program contract holder, offered to hold his 2017 unit prices for FY2018 (see attached copy of letter received).

Alaniz Landscape Group, Inc. has been the low bidder and contract holder for right-of-way maintenance services each year since 2012 and has performed adequately. Typically the City only receives about three bids annually; last year there were only two bids received. The other 2017 bid received was from Classic Landscape, Ltd. of West Chicago for \$142,740.00. The contract cost for the 2016 Right-of-Way Maintenance Program was \$128,634.00 for the same number of properties.

Staff recommends waiving the competitive bidding process and awarding the 2018 Right-of-Way Maintenance Program to Alaniz Landscape Group, Inc. of Elgin, Illinois, for an amount not to exceed \$126,019.00. Alaniz Landscape Group has satisfactorily performed right-of-way maintenance services for the City of West Chicago in 2005, 2007, and 2012 through 2017.

Services for the 2017 Right-of-Way Maintenance Program will be funded from the Capital Projects Fund, Water Fund, Sewer Fund, General Fund, Downtown TIF Fund, and Commuter Parking Fund, where a total of \$148,900.00 has been budgeted to cover the 2018 Program.

ACTIONS PROPOSED:

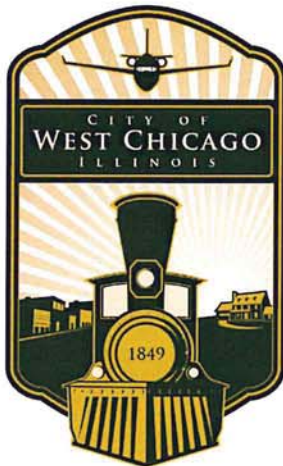
Waive competitive bidding and approve Resolution No. 17-R-0078 authorizing the Mayor to execute a contract with Alaniz Landscape Group, Inc. of Elgin Illinois, for the 2018 Right-of-Way Maintenance Program, for an amount not to exceed \$126,019.00.

COMMITTEE RECOMMENDATION:

The Infrastructure Committee voted 4-2 for approval.

DEPARTMENT OF

PUBLIC




WORKS

ROBERT E. FLATTER, P.E.
DIRECTOR
(630) 293-2255
FAX (630) 293-2971

UTILITY DIVISION	293-2255
STREET DIVISION	293-2250
WASTEWATER DIVISION	293-2261
ENGINEERING DIVISION	293-2255

MEMORANDUM

TO: Michael L. Guttman, City Administrator

FROM: Robert E. Flatter, P.E., Director of Public Works 

DATE: December 15, 2017

RE: Resolution No. 17-R-0078 – Contract Award – Alaniz Landscape Group, Inc. for the 2018 Right-of-Way Maintenance Program

On Thursday, December 7, 2017, the Infrastructure Committee discussed and ultimately approved, by vote of 4-2, waiving the competitive bidding process and awarding a contract for the 2018 Right-of-Way Maintenance Program to Alaniz Landscape Group, Inc. of Elgin, Illinois. Alaniz Landscape Group, Inc. (Alaniz) has been the lowest responsible bidder and has satisfactorily performed right-of-way maintenance services for the City of West Chicago since 2012; just recently completing services for fiscal year 2017.

To assist the Infrastructure Committee with its discussion, I had previously prepared and distributed at the Infrastructure Committee meeting a summary of contract costs for Alaniz from 2012 thru 2017 with the corresponding number of properties maintained each year. Since approval by Committee was not unanimous and this item would need to be placed on the City Council agenda under "Reports by Committees", I have assembled additional information for City Council's consideration which also shows the number of bids received and bid pricing received for 2012 thru 2017. The additional information shows that Alaniz's bids have been substantially lower than others received. Please see attached for additional clarification.

Please feel free to contact me directly with any questions.

REF:ref
Att-

ALANIZ LANDSCAPE GROUP, INC. - ROW MAINTENANCE PROGRAM

<u>Fiscal Year</u>	<u># of Properties Maintained</u>	<u>Contract Cost</u>
2017	105	\$126,019.00
2016	105	\$128,634.00
2015	102	\$117,008.00
2014	93	\$102,621.00
2013	87	\$98,104.00
2012	88	\$110,528.00

OVERVIEW OF ROW MAINTENANCE BID PRICING RECEIVED

<u>Fiscal Year</u>	<u># Bids Received</u>	<u>Bid Pricing Received</u>
2017	2	\$126,019.00 / \$142,740.00
2016	3	\$128,634.00 / \$154,584.09 / \$154,870.00
2015	3	\$117,008.00 / \$147,135.00 / \$152,301.94
2014	4	\$102,621.00 / \$107,572.45 / \$127,820.00 / \$142,355.00
2013	5	\$98,104.00 / \$122,689.68 / \$125,639.89 / \$126,017.00 / \$128,378.00 / \$128,579.43
2012	2	\$110,528.00 / \$127,785.00