

AGREEMENT

Between

CITY OF ELMHURST

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150,
PUBLIC EMPLOYEE DIVISION**

May 1, 2021 – April 30, 2026

Table of Contents

ARTICLE I: RECOGNITION AND REPRESENTATION.....	1
Section 1.1. Recognition.....	1
Section 1.2. Fair Representation.....	2
ARTICLE II: DUES CHECKOFF AND UNION RIGHTS.....	2
Section 2.1. Dues Checkoff.....	2
Section 2.2. Indemnification.....	3
Section 2.3. Union Use of Bulletin Boards.....	3
Section 2.4. Union Business.....	4
Section 2.5. Union Leave.....	4
Section 2.6. Access to City Premises.....	4
ARTICLE III: NON-DISCRIMINATION	5
ARTICLE IV: LABOR-MANAGEMENT COMMITTEE	5
ARTICLE V: GRIEVANCE PROCEDURE.....	6
Section 5.1. Definition.....	6
Section 5.2. Procedure.....	6
Section 5.3. Arbitration.....	7
Section 5.4. Limitations on Authority of Arbitrator.....	8
Section 5.5. Time Limit for Filing.....	9
Section 5.6. Oral or Written Reprimands.....	9
Section 5.7. Miscellaneous.....	10
Section 5.8. No Reprisals.....	10
Section 5.9. Employee's Right to Request Union Representation.....	10
ARTICLE VI: NO STRIKE-NO LOCKOUT	10
Section 6.1. No Strike.....	10
Section 6.2. No Lockout.....	11
Section 6.3. Penalty.....	11
Section 6.4. Judicial Restraint.....	11
ARTICLE VII: SALARIES AND OTHER COMPENSATION.....	11
Section 7.1. Salaries.....	11
Section 7.2. Step Increments.....	14

Section 7.3.	Shift Differential.....	14
Section 7.4.	Lead Worker Stipend.....	15
Section 7.5.	WTPP Maintenance Operator Stipend.....	16
Section 7.6.	Stipend for Maintenance of ISO Fire Rating 2.....	16
ARTICLE VIII: SENIORITY, LAYOFF AND RECALL		16
Section 8.1.	Definition of Seniority.....	16
Section 8.2.	Probationary Period.....	16
Section 8.3.	Seniority List.....	17
Section 8.4.	Layoff.....	17
Section 8.5.	Recall.....	17
Section 8.6.	Effect of Consolidation or Elimination of Classifications.....	18
Section 8.7.	Seniority of Persons Transferred Out of and Back to the Bargaining Unit.....	19
Section 8.8.	Transfers.....	19
Section 8.9.	Termination of Seniority.....	19
ARTICLE IX: LEAVES OF ABSENCE.....		20
Section 9.1.	Jury Leave.....	20
Section 9.2.	Military Leave.....	20
Section 9.3.	Leave for National Guard or Reserve Duty.....	21
Section 9.4.	Sick Leave.....	21
Section 9.5.	Emergency Leave.....	23
Section 9.6.	Family and Medical Leave Act.....	23
Section 9.7.	Special Leaves Without Pay.....	23
Section 9.8.	Union Leave.....	23
Section 9.9.	Non-Employment Elsewhere.....	24
ARTICLE X: HOURS OF WORK AND OVERTIME.....		24
Section 10.1.	Application of Article.....	24
Section 10.2.	Normal Workday.....	24
Section 10.3.	Normal Work Week.....	24
Section 10.4.	Normal Shift Starting Times.....	25
Section 10.5.	Changes in Normal Workday or Normal Work Week.....	25
Section 10.6.	Overtime Pay.....	26
Section 10.6.1.	Compensatory Time Off.....	26
Section 10.7.	Distribution of Overtime Opportunities.....	27

Section 10.8.	Call-In Pay.....	27
Section 10.9.	Pay During Snow Emergencies.....	28
Section 10.10.	Automated Wastewater Call-Ins.....	28
Section 10.11.	Rest Period.....	29
Section 10.12.	Lunch Period.....	29
Section 10.13.	Wash Up Time - Garage.....	30
Section 10.14.	No Pyramiding.....	30
ARTICLE XI: HOLIDAYS AND PERSONAL DAYS.....		30
Section 11.1.	Designation of Holidays.....	30
Section 11.2.	Eligibility Requirements.....	30
Section 11.3.	Pay for Holiday Work.....	31
Section 11.4.	Personal Leave Days.....	32
ARTICLE XII: VACATIONS.....		32
Section 12.1.	Eligibility.....	32
Section 12.2.	Vacation Pay.....	32
Section 12.3.	Vacation Scheduling.....	32
Section 12.4.	Limitation on Accumulation of Vacation.....	33
ARTICLE XIII: INSURANCE.....		34
Section 13.1.	Participation in MOE Fund Health Insurance Plan.....	34
Section 13.2.	Coverage Under the Union's Plan.....	35
Section 13.3.	Life Insurance.....	35
Section 13.4.	Terms of Plan to Govern.....	36
Section 13.5.	Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	36
Section 13.6.	Retiree Health Insurance.....	36
Section 13.7.	Indemnification.....	37
Section 13.8.	Tool Insurance.....	37
ARTICLE XIV: MANAGEMENT RIGHTS.....		37
ARTICLE XV: MISCELLANEOUS.....		39
Section 15.1.	Physical/Psychological Examinations.....	39
Section 15.2.	Precedence of Agreement.....	39
Section 15.3.	Educational Assistance.....	39
Section 15.4.	Disability Pay.....	40
Section 15.5.	Amendments to Agreement.....	40

Section 15.6.	Distribution of Agreement.	40
Section 15.7.	Uniforms.....	40
Section 15.8.	CDL License.	41
Section 15.9.	Monitoring Devices.	41
ARTICLE XVI:	SAVINGS CLAUSE.....	42
ARTICLE XVII:	ENTIRE AGREEMENT	43
ARTICLE XVIII:	DURATION AND TERM OF AGREEMENT.....	43

AGREEMENT

This Agreement is made and entered into by and between the City of Elmhurst (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150, AFL-CIO (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; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. No individual agreements shall be made with employees covered by this Agreement which are contrary to the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I **RECOGNITION AND REPRESENTATION**

Section 1.1. Recognition.

The City recognizes the Union as the sole and exclusive bargaining representative for all full time employees in the Department of Public Works who hold the following positions: Electrician I, Electrician II, Building Maintenance Worker I, Building Maintenance Worker II, Mechanic I, Mechanic II, Street Maintenance Technician I, Street Maintenance Technician II, Arborist I, Arborist II, Utility Maintenance Worker I, Utility Maintenance Worker II, Water Service Representative, Meter Reader, Meter Reader/Meter Service, Electrical Instrumentation

Technician, Waste Water Treatment Plant Operator I, Waste Water Treatment Plant Operator II, Assistant Lift Station Operator, Lift Station Operator, Chemist, Street Division Supervisor, and the Equipment Maintenance Supervisor, but excluding all employees of the City of Elmhurst in positions other than those listed above, including, but not limited to, the Department Director, Manager of Water and Waste Water, Operations Manager, Superintendent, Assistant Superintendent, Building Maintenance Division Supervisor, Water Service Supervisor, Civil Engineer, Engineering Technician I, Engineering Technician II, Engineering Technician III, Central Stores Manager, Electronics Maintenance Technician, together with all other confidential, managerial, supervisory, professional, part time and short term employees of the City.

Section 1.2. Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE II
DUES CHECKOFF AND UNION RIGHTS

Section 2.1. Dues Checkoff.

During the term of this Agreement the City will deduct from each employee's first paycheck each month the uniform, regular monthly Union dues or voluntary fair share payments for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the City and such written authorizations shall remain in effect, except that a written

authorization may be revoked at any time. In addition, upon receipt of a lawfully executed written authorization, the City will deduct from the employee's paycheck in three equal installments an employee's initiation fee and remit same to the Union.

The actual dues or voluntary fair share payment amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

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

Section 2.2. Indemnification.

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, 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 provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 2.3. Union Use of Bulletin Boards.

The City will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature in each of the following two locations:

1. Public Works Garage - 985 S. Riverside Dr.

2. Waste Water Treatment Plant — 625 South Route 83

The Union will limit the posting of Union notices to such bulletin boards.

Section 2.4. Union Business.

Employees may engage in Union business during non-working time (*i.e.*, before or after scheduled hours of work, during the rest period or lunch period), but employees shall not engage in any union activity during working hours which interrupts or interferes with the performance of work. If grievance meeting as provided in Article V is scheduled by the parties during the regularly scheduled hours of work of an employee whose attendance at such meeting is necessary, the employee shall be released from work without loss of pay.

Section 2.5. Union Leave.

One bargaining unit employee will be permitted to be off without pay on one afternoon each month for the purpose of attending the Union's Executive Board meeting. The employee shall provide his supervisor with written notice at least one week in advance.

Section 2.6. Access to City Premises.

Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the city for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this agreement. These business representatives will be identified to the Director of Public Works or his designee in a manner suitable to the City and on each occasion will first secure the prior approval of the Director of Public Works or his designee to enter and conduct their business as not to interfere with City operations. If such approval is granted, the Director of Public Works or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this

privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE III **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, or Union membership. Other than Union membership, 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.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

ARTICLE IV **LABOR-MANAGEMENT COMMITTEE**

At the request of either party, the President of the Union and the Department Director or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chairman of the Union may invite other Union bargaining unit members and/or non-employee representatives of the Union (not to exceed four) to attend such meetings. The Department Director may invite other City representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If a meeting is scheduled during an employee's regularly scheduled

hours of work, the employee shall be released from work to attend such meeting without loss of pay. The Labor-Management Committee is intended to improve communications and shall be advisory only.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 5.1. Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement.

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:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor, specifically indicating that the matter is a grievance under this Agreement, provided that if the immediate supervisor is directly involved with the grievance, the grievance shall be filed directly at Step 2 within the time limits specified herein. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to either the Utility Operations Manager or to the Assistant Director of Public Works, as appropriate, within ten (10) calendar days after receipt of the City’s answer at Step 1. The grievance shall

specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Utilities Operations Manager or Assistant Director of Public Works, or designee, shall provide a written answer to the grievant within ten (10) calendar days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Department Director within ten (10) calendar days after receipt of the City's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Department Director, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Department Director, or his designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the City Manager within ten (10) calendar days after receipt of the City's answer at Step 3. Thereafter, the City Manager or his designee and other appropriate individual(s) as desired by the City Manager, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal. If no agreement is reached, the City Manager or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

Section 5.3. Arbitration.

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the City's written answer as provided to the Union at Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and

request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised or to award monetary relief in any form for any period of time earlier than seven (7) days from the date on which the written grievance was submitted at Step 1. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities

of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding on the Grievant, the Union, and the City.

Section 5.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee 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 within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the 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. The term "working days" as used in this Article shall mean Monday through Friday exclusive of the days observed as holidays as specified in Article XI, Section 11.1.

Section 5.6. Oral or Written Reprimands.

An employee may file a grievance in accordance with the provisions of this Article with respect to an oral or written reprimand and said grievance may be processed up to and including Step 4, but no such grievance shall be arbitrable.

Section 5.7. Miscellaneous.

No member of the bargaining unit who is temporarily serving in a non-bargaining unit position shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, 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.

Section 5.8. No Reprisals.

No reprisals shall be taken by the City against any employee because of his participation in the foregoing grievance procedure. Similarly, no reprisals shall be taken by the Union against any City official or supervisor because of their participation in the foregoing grievance procedure.

Section 5.9. Employee's Right to Request Union Representation.

An employee who has filed a grievance in accordance with the foregoing grievance procedure shall have the right to request that a Union representative accompany him in the processing of said grievance at any of the steps of the grievance procedure.

ARTICLE VI
NO STRIKE-NO LOCKOUT

Section 6.1. No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sitdown, or any other concerted stoppage of work or interference with City operations, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward

of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout.

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

Section 6.3. Penalty.

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

Section 6.4. Judicial Restraint.

The City shall not be obligated to exhaust the contractual grievance procedure before instituting court action seeking to enforce the provisions of this Article.

ARTICLE VII
SALARIES AND OTHER COMPENSATION

Section 7.1. Salaries.

Employees covered by this Agreement shall be paid on the basis of the following:

City of Elmhurst
Public Works - Grade & Step Tables

2021- 2.25% Increase							
Positions	Grades	1	2	3	4	5	6
Meter Reader	P01	\$21.54	\$22.85	\$24.14	\$25.40	\$26.70	\$28.02
Meter Reader, Meter Service	P02	\$25.58	\$27.11	\$28.66	\$30.18	\$31.73	\$33.26
	P03	\$26.21	\$27.75	\$29.32	\$30.88	\$32.47	\$34.03
Arborist II, Street Maintenance II, BMWII, Mechanic II, Utility Maintenance Worker II, WWTP Operator II	P04	\$26.82	\$28.42	\$30.04	\$31.66	\$33.26	\$34.88
Electrician II, Asst. Lift Station Operator II	P05	\$27.47	\$29.15	\$30.79	\$32.46	\$34.09	\$35.78
Water Service Representative	P06	\$28.83	\$30.59	\$32.34	\$34.08	\$35.83	\$37.58
Arborist I, Street Maintenance I, Utility Maintenance I, Building Maintenance I	P07	\$30.36	\$32.16	\$33.99	\$35.81	\$37.60	\$39.43
Mechanic I	P08	\$32.57	\$34.50	\$36.47	\$38.43	\$40.39	\$42.31
WWTP Operator I	P09	\$31.43	\$33.35	\$35.25	\$37.13	\$39.02	\$40.89
Lift Station Operator	P10	\$31.84	\$33.75	\$35.66	\$37.59	\$39.52	\$41.42
Electrician, Chemist Lead Lift Station/Water Worker	P11	\$33.41	\$35.42	\$37.40	\$39.43	\$41.42	\$43.42
Grounds Maintenance Supervisor	P12	\$34.23	\$36.29	\$38.33	\$40.40	\$42.50	\$44.54
Equipment Maintenance Supervisor	P13	\$35.89	\$38.05	\$40.20	\$42.37	\$44.56	\$46.71

2022- 2.25% Increase							
Positions	Grades	1	2	3	4	5	6
Meter Reader	P01	\$22.03	\$23.37	\$24.68	\$25.97	\$27.30	\$28.65
Meter Reader, Meter Service	P02	\$26.16	\$27.72	\$29.31	\$30.86	\$32.44	\$34.01
	P03	\$26.80	\$28.38	\$29.97	\$31.57	\$33.21	\$34.79
Arborist II, Street Maintenance II, BMWII, Mechanic II, Utility Maintenance Worker II, WWTP Operator II	P04	\$27.42	\$29.05	\$30.72	\$32.37	\$34.01	\$35.66
Electrician II, Asst. Lift Station Operator II	P05	\$28.09	\$29.81	\$31.48	\$33.19	\$34.86	\$36.58
Water Service Representative	P06	\$29.48	\$31.28	\$33.07	\$34.85	\$36.63	\$38.42
Arborist I, Street Maintenance I, Utility Maintenance I, Building Maintenance I	P07	\$31.04	\$32.88	\$34.75	\$36.61	\$38.44	\$40.31
Mechanic I	P08	\$33.30	\$35.28	\$37.29	\$39.29	\$41.30	\$43.26
WWTP Operator I	P09	\$32.14	\$34.10	\$36.04	\$37.96	\$39.90	\$41.81
Lift Station Operator	P10	\$32.56	\$34.51	\$36.47	\$38.43	\$40.41	\$42.35
Electrician, Chemist Lead Lift Station/Water Worker	P11	\$34.16	\$36.22	\$38.24	\$40.31	\$42.35	\$44.39
Grounds Maintenance Supervisor	P12	\$35.00	\$37.11	\$39.20	\$41.31	\$43.45	\$45.54
Equipment Maintenance Supervisor	P13	\$36.70	\$38.90	\$41.11	\$43.33	\$45.56	\$47.76

2023- 2.25% Increase							
Positions	Grades	1	2	3	4	5	6
Meter Reader	P01	\$22.52	\$23.89	\$25.24	\$26.55	\$27.91	\$29.29
Meter Reader, Meter Service	P02	\$26.75	\$28.34	\$29.96	\$31.56	\$33.17	\$34.78
	P03	\$27.40	\$29.01	\$30.65	\$32.28	\$33.95	\$35.58
Arborist II, Street Maintenance II, BMWII, Mechanic II, Utility Maintenance Worker II, WWTP Operator II	P04	\$28.04	\$29.71	\$31.41	\$33.10	\$34.78	\$36.46
Electrician II, Asst. Lift Station Operator II	P05	\$28.72	\$30.48	\$32.19	\$33.94	\$35.64	\$37.41
Water Service Representative	P06	\$30.15	\$31.99	\$33.81	\$35.63	\$37.46	\$39.29
Arborist I, Street Maintenance I, Utility Maintenance I, Building Maintenance I	P07	\$31.74	\$33.62	\$35.53	\$37.44	\$39.31	\$41.22
Mechanic I	P08	\$34.05	\$36.07	\$38.13	\$40.17	\$42.23	\$44.24
WWTP Operator I	P09	\$32.86	\$34.87	\$36.85	\$38.82	\$40.79	\$42.75
Lift Station Operator	P10	\$33.29	\$35.29	\$37.29	\$39.30	\$41.32	\$43.31
Electrician, Chemist Lead Lift Station/Water Worker	P11	\$34.93	\$37.03	\$39.11	\$41.22	\$43.31	\$45.39
Grounds Maintenance Supervisor	P12	\$35.79	\$37.94	\$40.08	\$42.24	\$44.43	\$46.57
Equipment Maintenance Supervisor	P13	\$37.52	\$39.78	\$42.03	\$44.30	\$46.59	\$48.83

2024- 2.25% Increase							
Positions	Grades	1	2	3	4	5	6
Meter Reader	P01	\$23.03	\$24.43	\$25.81	\$27.15	\$28.54	\$29.95
Meter Reader, Meter Service	P02	\$27.35	\$28.98	\$30.64	\$32.27	\$33.92	\$35.56
	P03	\$28.02	\$29.67	\$31.34	\$33.01	\$34.72	\$36.38
Arborist II, Street Maintenance II, BMWII, Mechanic II, Utility Maintenance Worker II, WWTP Operator II	P04	\$28.67	\$30.38	\$32.11	\$33.84	\$35.56	\$37.29
Electrician II, Asst. Lift Station Operator I	P05	\$29.37	\$31.16	\$32.91	\$34.71	\$36.44	\$38.25
Water Service Representative	P06	\$30.82	\$32.71	\$34.57	\$36.43	\$38.30	\$40.17
Arborist I, Street Maintenance I, Utility Maintenance I, Building Maintenance I	P07	\$32.45	\$34.38	\$36.33	\$38.28	\$40.19	\$42.15
Mechanic I	P08	\$34.81	\$36.88	\$38.99	\$41.08	\$43.18	\$45.23
WWTP Operator I	P09	\$33.60	\$35.66	\$37.68	\$39.69	\$41.71	\$43.71
Lift Station Operator	P10	\$34.04	\$36.08	\$38.13	\$40.18	\$42.25	\$44.28
Electrician, Chemist Lead Lift Station/Water Worker	P11	\$35.71	\$37.86	\$39.98	\$42.15	\$44.28	\$46.41
Grounds Maintenance Supervisor	P12	\$36.60	\$38.79	\$40.98	\$43.19	\$45.43	\$47.61
Equipment Maintenance Supervisor	P13	\$38.37	\$40.67	\$42.98	\$45.30	\$47.64	\$49.93

2025- 2.25% Increase							
Positions	Grades	1	2	3	4	5	6
Meter Reader	P01	\$23.55	\$24.98	\$26.39	\$27.76	\$29.18	\$30.62
Meter Reader, Meter Service	P02	\$27.96	\$29.63	\$31.33	\$32.99	\$34.68	\$36.36
	P03	\$28.65	\$30.33	\$32.04	\$33.75	\$35.50	\$37.20
Arborist II, Street Maintenance II, BMWII, Mechanic II, Utility Maintenance Worker II, WWTP Operator II	P04	\$29.32	\$31.06	\$32.84	\$34.60	\$36.36	\$38.12
Electrician II, Asst. Lift Station Operator II	P05	\$30.03	\$31.86	\$33.65	\$35.49	\$37.26	\$39.11
Water Service Representative	P06	\$31.52	\$33.44	\$35.35	\$37.25	\$39.16	\$41.07
Arborist I, Street Maintenance I, Utility Maintenance I, Building Maintenance I	P07	\$33.18	\$35.15	\$37.15	\$39.14	\$41.10	\$43.10
Mechanic I	P08	\$35.60	\$37.71	\$39.87	\$42.00	\$44.15	\$46.25
WWTP Operator I	P09	\$34.36	\$36.46	\$38.53	\$40.58	\$42.65	\$44.70
Lift Station Operator	P10	\$34.80	\$36.89	\$38.98	\$41.09	\$43.20	\$45.28
Electrician, Chemist Lead Lift Station/Water Worker	P11	\$36.51	\$38.72	\$40.88	\$43.10	\$45.28	\$47.46
Grounds Maintenance Supervisor	P12	\$37.42	\$39.67	\$41.90	\$44.16	\$46.45	\$48.69
Equipment Maintenance Supervisor	P13	\$39.23	\$41.59	\$43.95	\$46.32	\$48.71	\$51.06

Section 7.2. Step Increments.

Newly hired employees shall be eligible to move to the next step after the first twelve (12) months of employment and annually thereafter based on the date of the first step increase, provided it has been determined through the performance appraisal process that they have met departmental standards. If an employee alleges that he has been arbitrarily and capriciously denied a step increment, the employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 7.3. Shift Differential.

Effective the first payroll period following ratification of the Agreement by both parties:

- (a) Employees who are regularly assigned to a shift on which a majority of the normal hours of work fall between 3:00 p.m. and 12:00 midnight shall be paid a shift differential of thirty cents (30¢) for all hours actually worked on such shift.
- (b) Employees who are regularly assigned to a shift on which a majority of the hours of work fall between 11:30 p.m. and 7:30 a.m. shall be paid a shift differential of forty cents (40¢) for all hours actually worked on such shift.

No such shift differential shall be paid for any hours before or beyond the normally scheduled starting and ending time for the shift or to any employee who may from time to time work on or during any such shift on any other than a permanent basis.

Section 7.4. Lead Worker Stipend.

Lead worker stipend of 55¢ per hour shall be paid to all employees designated by the City as lead workers. The City's designation of employees as lead workers shall be based on the City's determination of the employees' skills and ability to effectively function in a lead worker capacity. If two or more employees in a division are adjudged by the City to be equal in their skills and abilities, seniority in the division shall govern. This lead worker stipend shall not be applicable to employees who perform such duties on a temporary basis because the designated lead worker is sick, on disability leave or vacation, or is otherwise temporarily absent. Based on the City's present organizational structure and staffing levels as of the date this Agreement, commencing in 2021, is ratified by both parties, the number of lead workers that will be designated by the City as lead workers is as follows:

1. Forestry - three
2. Utilities - four
3. Streets - four
4. Electrical - two
5. Waste Water Treatment Plant - two

In addition to the foregoing, the employee in Forestry who is assigned as the Dutch Elm Disease Coordinator will be paid the stipend of 30¢ per hour for thirteen (13) weeks (June, July, and August).

Section 7.5. WTP Maintenance Operator Stipend.

Also, four employees designated as Waste Water Treatment Plant Maintenance operators will be paid a stipend of 25¢ per hour.

Section 7.6. Stipend for Maintenance of ISO Fire Rating 2.

Effective for the 1990 91 fiscal year, all full time employees in the Utility Maintenance Worker I and Utility Maintenance Worker II classifications who have been employed for at least one (1) year as of December 1 will receive an annual stipend of \$200 which will be paid with the first paycheck in December as long as the City maintains the ISO Fire Rating 2.

ARTICLE VIII
SENIORITY, LAYOFF AND RECALL

Section 8.1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full time employment in a position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (excluding Union and Military leaves).

Section 8.2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, 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 which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 8.3. Seniority List.

On or before January 1 each year, the City will provide the Union with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 8.4. Layoff.

If the City in its sole discretion determines that layoffs are necessary, employees will be laid off from the affected classification based on a consideration of their seniority and ability to perform the remaining work available; provided, however, that before any employee within a Division is laid off all part-time and seasonal employees, if any, in that Division shall be laid off first. If an employee believes that the City has arbitrarily selected him for layoff, the employee may file a grievance in accordance with the grievance procedure set forth in this Agreement.

No layoff will occur without at least fourteen (14) calendar days' notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

If an employee is laid off from his classification, said employee shall have the right to bump the least senior employee in the bargaining unit in an equal or lower rated classification if he has the present qualifications, skill and ability to perform the duties of said classification. An employee who bumps into a new classification shall be paid on the basis of the pay grade for that classification.

Section 8.5. Recall.

Employees who are laid off shall be placed on the recall list for a period of two (2) years or the length of time the employee has been employed by the City in a position covered by this

Agreement, whichever is less. If there is a recall in the employee's classification, employees on the recall list in said classification shall be recalled in the inverse order of their layoff, provided they are currently qualified to perform the work in said classification.

If there is an existing vacancy in a classification covered by this Agreement which the City is seeking to fill and there are no employees in said classification on the recall list, employees in other classifications who are still on the recall list shall have preference over new hires for such vacancy if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If two or more employees on the recall list apply for the same vacancy, seniority shall govern if they are determined to have the current ability and basic qualifications to perform work in the position in question.

Section 8.6. Effect of Consolidation or Elimination of Classifications.

If employees are displaced by the elimination of classifications, 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 transfer to any existing vacancy which the City is seeking to fill if it is determined that they have the necessary skills, abilities and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.4 above and shall have the right to recall in accordance with the provisions of Section 8.5 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy which the City is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 8.7. Seniority of Persons Transferred Out of and Back to the Bargaining Unit.

Employees who are promoted by the City to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the City shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit.

Section 8.8. Transfers.

If an employee is transferred from one classification and division to a different classification in a different division, the probationary period in the new position shall be two (2) months. If the City determines before the end of the probationary period that the employee is not sufficiently qualified for the position (a decision that shall not be subject to the grievance and arbitration procedure), the employee shall have the right to transfer back to his former classification and division if the position exists. If the City does not eliminate the position, it shall not be permanently filled during the probationary period; provided, that the City retains the right to temporarily fill the position during said probationary period. If the position no longer exists, the employee shall be laid off in accordance with the provisions of Section 8.4 above and shall have the right to recall in accordance with the provisions of Section 8.5 above.

Section 8.9. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) proven falsification of the reason for a leave of absence;

- (e) fails to report to work within 72 hours after the conclusion of an unauthorized leave of absence;
- (f) is laid off and fails to notify the City of his intent to return to work within three days after receiving notification of recall or fails to report to work within 14 calendar days after receiving notification of recall;
- (g) is laid off for a period in excess of two (2) years or the length of time the employee has been employed by the City in a position covered by this Agreement, whichever is less;
- (h) does not perform work for the City (except for military service or an established work related injury compensable under workers' compensation) for a period in excess of two (2) years or the length of time the employee has been employed by the City in a position covered by this Agreement, whichever is less; or
- (i) is absent for three (3) consecutive working days without notifying the City unless the employee is able to demonstrate to the satisfaction of the Department Director that the failure to notify the City was due to extraordinary circumstances beyond the employee's control.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1. Jury Leave.

Any employee who is subpoenaed or otherwise required to serve on a jury shall be excused from work without loss of regular straight time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any witness fees and expenses in order to receive pay for such jury service, provided that the employee shall be reimbursed any money received to cover travel, meal, and/or lodging expenses.

Section 9.2. Military Leave.

Employees inducted into active military service shall, upon application, be granted leave of absence for the period of service, and shall be reinstated without loss of seniority or other benefits, provided they return to City service within 90 days after release from military service.

If a member of a reserve or National Guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this section.

Section 9.3. Leave for National Guard or Reserve Duty.

Employees who are members of a reserve or National Guard unit will be granted paid leave of absence not to exceed 10 work days per calendar year for active military service and shall be reinstated without loss of seniority or other benefits, provided they return to City service immediately after release from active duty. Compensation shall be limited to the difference between the amount received for military service and the employee's base salary.

Section 9.4. Sick Leave.

Sick leave is earned at the rate of one work day for each completed month the employee is on the active payroll and may be accumulated to a maximum of 150 work days. Sick leave days may be used in either one-half (1/2) or full day increments, although an employee leaving work earlier due to being ill shall be charged sick leave for the hours actually missed for that day. Sick leave may be used only for an employee's own sickness or disability or for the sickness, birth or death of someone in the employee's immediate family. Immediate family shall be defined as the employee's spouse, brother, sister, father, mother, children, step children, father in law, mother in law, and any member of the employee's household.

If an employee is unable to work due to illness, the employee must inform his supervisor at least fifteen (15) minutes prior to the start of the scheduled work day. An employee's failure to inform his 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 City.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the satisfaction of the Department Director or his designee.

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, requiring documentation of each use of sick leave for a specified period, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or, where appropriate, taking disciplinary action, including dismissal.

An employee who has accumulated more than 90 days of sick leave shall be paid annually for one-half of the current annual net accumulation of sick leave days at the employee's salary as of April 30. Examples:

1. If an employee has more than 90 days of accumulated sick leave and the employee's annual net accumulation of sick leave is 8 days (*i.e.*, the employee earned 12 days and used 4 sick leave days during the fiscal year), the employee shall be paid four days pay (*i.e.*, 32 hours pay at the employee's regular straight-time hourly rate of pay as of April 30). The remaining 4 days shall be added to the employee's accumulated sick leave.
2. If an employee has 88 days of sick leave as of the start of the fiscal year and the employee's annual net accumulation is four days (*i.e.*, the employee earned 12 days and used 8 sick leave days), the employee shall be paid one day's pay (*i.e.*, one-half of the current annual net accumulation above 90). The remaining three days shall be added to the employee's accumulated sick leave.

For an employee who has completed 20 years or more of service, accumulated sick leave days shall be compensated up to a maximum of 90 days upon retirement, voluntary termination, or death. Computation of the amount shall be based on an employee's regular straight-time

hourly rate of pay at the time of retirement, voluntary retirement, death or the date an employee goes on disability pension, whichever is applicable.

Section 9.5. Emergency Leave.

An employee may, with approval of the Department Director or his designee, be granted not more than two emergency leave days per calendar year. Such days shall be non-cumulative and if approved and used, shall be charged to the employee's accumulated sick leave. The purpose for emergency leave is to provide for an unforeseen emergency or for legitimate business, professional, or family obligations, neither of which can be accomplished outside the employee's normal work schedule. Emergency leave cannot be used for purposes for which sick leave can be used.

Section 9.6. Family and Medical Leave Act.

In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the City may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

Section 9.7. Special Leaves Without Pay.

An employee may, upon written request to the Department Director, be granted at the City's sole discretion a special leave of absence under such terms and conditions as the City may establish.

Section 9.8. Union Leave.

An employee shall be granted a leave of absence without pay or benefits to take a full time Union position for a period not to exceed two (2) years, provided at least four (4) weeks advance notice is given. Upon returning from such leave the employee shall be reemployed in

the first available vacancy in the employee's classification. Upon the employee's return to work the employee shall be credited with the full seniority the employee acquired prior to going on such leave. Not more than one (1) employee shall be on Union leave at the same time.

Section 9.9. Non-Employment Elsewhere.

Except for a Union leave in accordance with Section 9.8 above or where an employee accepts a voluntary unpaid leave of absence in lieu of the layoff of another employee, a leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment and any employee who engages in such employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the City.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10.1. Application of Article.

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

Section 10.2. Normal Workday.

Except for the Waste Water Treatment Plant, the normal workday for employees shall be eight hours, excluding a 30 minute unpaid lunch period. For employees assigned to a four (4) day, forty (40) hour work week, the normal workday shall be ten (10) hours, excluding a 30 minute unpaid lunch period.

Section 10.3. Normal Work Week.

Except for the Waste Water Treatment Plant, the normal work week shall consist of five 8 hour workdays commencing at 12:01 a.m. Friday and running through Thursday midnight, or

four 10 hour workdays between 12:01 a.m. Friday and 12:00 midnight Thursday, provided that not more than six bargaining unit employees (excluding Waste Water Treatment Plant employees) shall be scheduled at any one time to a normal work week that includes a Saturday workday.

Section 10.4. Normal Shift Starting Times.

Unless employees voluntarily agree otherwise, the normal shift starting times shall be as follows:

First Shift	--	6:30 a.m. - 8:30 a.m.
Second Shift	--	2:30 p.m. - 4:30 p.m.
Third Shift	--	11:00 p.m. - 1:00 a.m.

Notwithstanding the above, the shift starting time for the employee(s) who operate(s) the sweepers may be scheduled to begin not earlier than 3:00 a.m.

Section 10.5. Changes in Normal Workday or Normal Work Week.

Should it be necessary in the City's judgment to establish schedules departing from the normal work day or the normal work week, or to change the shift schedule of an employee or employees, the City will give, absent emergency circumstances, at least one week's advance notice of such change to all employees affected by such change.

Absent compelling emergency circumstances, temporary shift schedule changes that involve a shift starting time outside the normal shift starting times as set forth in Section 10.4 above shall be for periods not to exceed twenty (20) consecutive working days. For temporary shift schedule changes of five (5) consecutive days or less that involve a shift starting time outside the normal shift starting times as set forth in Section 10.4 above, the hours of work outside of a normal shift starting time shall be compensated at time and one-half the employee's regular straight-time hourly rate of pay rather than at straight-time.

Section 10.6. Overtime Pay.

An employee shall be paid time and one half times his regular straight time hourly rate of pay for all hours worked in excess of 40 hours in the employee's normal work week, provided that the hours that an employee is compensated for vacations, holidays, personal days, jury leave, sick leave, as well as normally scheduled hours of work that an employee is prevented from reporting to work because of a disaster (*e.g.*, tornado or flood) or normally scheduled hours of work where the employee has been directed not to work as a result of having previously worked on snow plowing, salting or a callout, shall be counted as hours of work for the sole purpose of determining eligibility for overtime pay.

Section 10.6.1. Compensatory Time Off.

The City shall grant compensatory time off in lieu of overtime payment at the applicable rate, at the employee's election. No employee shall be permitted to accrue more than a maximum of forty (40) hours of compensatory time off (which is equal to twenty-six and sixty-six hundredths (26.66) hours worked at time and one-half) at any given time. Compensatory time shall be considered time worked for the purpose of calculating overtime payments. Overtime approved to be taken as compensatory time must be so indicated by the employee in accordance with City reporting procedures or else it will be paid as overtime. As of April 15 each year, any accumulated compensatory time that is not scheduled to be taken by the end of the calendar year shall be paid to the affected employee on the last scheduled payroll in that contract year, at the employee's rate then in effect.

For scheduling purposes, compensatory time off shall be treated as vacation time and scheduled by employees in accordance with the vacation scheduling process set forth in Section 12.4.

The City reserves the right to eliminate the option of granting compensatory time off in lieu of overtime payments, if any complaint is filed with any Federal or state agency regarding the City's administration of the use of compensatory time. In the event the City eliminates compensatory time, pursuant to the above-stated provision, accumulated compensatory time will be paid to the employee at the employee's hourly rate then in effect.

Section 10.7. Distribution of Overtime Opportunities.

Opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section, provided the employees are qualified to perform the specific overtime work required. Offered over time not worked, whether the employee was reached or did not answer his phone or page, will be considered as worked for the purpose of determining eligibility for overtime. The City shall not be required to break in on work in progress or change an employee's shift in assigning overtime. If an employee establishes that he has not received overtime for which he was entitled, such employee shall have preference to future overtime work until reasonable balance is recreated.

Overtime is a necessary part of each employee's position. They are expected not only to perform mandated overtime, but to answer City calls and pages seeking overtime work and to volunteer for their fair share of overtime opportunities. Employees who, without legitimate justification fail to answer calls/pages from the City seeking their interest in working overtime, or who do not accept their fair share of voluntary overtime assignments, shall be subject to discipline.

Section 10.8. Call-In Pay.

An employee who is called back to work outside his normal hours of work (*i.e.*, hours not contiguous to his normal shift), will be paid 1 1/2 times his regular straight time hourly rate of

pay (or the applicable hourly rate, if higher) for all hours worked outside his normal hours of work with a minimum guarantee of two (2) hours. This section shall not be applicable to scheduled overtime.

Section 10.9. Pay During Snow Emergencies.

If the Department Director declares a snow emergency which requires snow removal operations for at least forty eight (48) consecutive hours of plowing, all hours spent in such snow removal operations shall be paid at time and one half even though some of the hours overlap with an employee's regularly scheduled hours of work. An employee who has worked a twelve hour snow shift shall have the option of working up to four (4) hours of their regularly scheduled shift, but any such hours shall be at straight time. Absent extraordinary circumstances, no employee shall be assigned or permitted to work more than sixteen (16) consecutive hours during a snow emergency. A wrap up snow removal operation which does not require a full shift (*i.e.*, all of Group A or Group B) is not covered by this paragraph.

The parties agree that the foregoing emergency snow removal policies will be reviewed annually at the Labor Management Committee.

Section 10.10. Automated Wastewater Call-Ins.

During times in which the City does not have staff at the Wastewater Treatment Plant, the City may require (notwithstanding Section 15.8) an off-duty operations or other qualified wastewater employee to carry a cell phone and/or laptop computer from which he will be required to promptly respond to automated service calls. Such an employee assigned to carry the cell phone/laptop who receives an automated service call outside his normal hours of work (*i.e.*, hours not contiguous to his normal shift) will be paid 1 1/2 times (or the applicable hourly rate, if higher) his regular straight time hourly rate of pay for all hours worked outside his normal hours

of work with a minimum guarantee of two (2) hours. Multiple service calls within the same two hour period will not trigger additional two hour payments. In light of the fact that many calls will be able to be resolved from the employee's home, this payment (and the employee's time on the clock) shall trigger from the time the employee receives the automated call, as opposed to when the employee arrives at work, provided the employee promptly reports to work when needed. In no event, however, shall any employee be paid more than the number of hours at time and a half pay during which the employee was required to respond to automated calls.

The City shall rotate the weekly assignment of the cell phone/lap top equally among those qualified wastewater employees who are trained to respond to such automated calls, knowledgeable of the necessary responses to various alarms, trained in the lap-top use, and who live sufficiently close to promptly return to the plant when necessary. Employees may trade their assignments with advance written notice to the Director.

This section shall not be applicable to scheduled overtime or normal call-ins pursuant to Section 10.8, even if such a normal call-in is generated as a result of an automated call.

Section 10.11. Rest Period.

One twenty (20) minute rest period shall be scheduled by the City sometime during the first half of the employee's shift. Employees must be at their work site at the beginning and end of the rest period.

Section 10.12. Lunch Period.

The unpaid lunch period shall be 30 minutes. Employees shall not be required to take an unpaid lunch period during the last two hours of the employees' shift.

Section 10.13. Wash Up Time - Garage

(a) Garage/Wastewater Treatment Facility. Employees who are assigned to work at the garage/Wastewater Treatment Facility shall be given up to ten (10) minutes to wash up prior to the unpaid lunch period and up to ten (10) minutes to wash up prior to the end of their workday.

(b) Other Worksites. Employees assigned to a work site other than the City garage/Wastewater Treatment Facility shall be given up to fifteen 15 minutes prior to the start of the lunch period and the end of their work day to travel back to the garage and to wash up.

Section 10.14. No Pyramiding.

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

ARTICLE XI
HOLIDAYS AND PERSONAL DAYS

Section 11.1. Designation of Holidays.

The following days shall be considered paid holidays during the term of this Agreement:

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

The hours worked on the actual calendar holiday (the full twenty-four (24) hour period), not the date on which the holiday may be observed, will be eligible for the double-time pay.

Section 11.2. Eligibility Requirements.

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his 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 Director.

Section 11.3. Pay for Holiday Work.

If an employee is scheduled to work on a holiday, the employee shall be paid two times his regular straight time hourly rate for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the day in question.

If a holiday falls on an employee's regularly scheduled day off, the employee shall nevertheless be paid eight hours pay at his regular straight time hourly rate if he meets the eligibility requirements set forth in Section 11.2.

If an employee would have been scheduled to work on a holiday, but is given the day off, he shall be paid eight hours pay at his regular straight time hourly rate (four hours for a half day holiday).

Notwithstanding the above, holiday pay for Waste Water Treatment Plant employees shall be governed by the holiday pay practices as follows:

1. A WWTP employee will receive eight hours pay at his regular straight time hourly rate (four hours for a half day holiday) for each City designated holiday set forth in Section 11.1 (as opposed to the calendar holiday) provided the employee meets the eligibility requirements of Section 11.2 of the collective bargaining agreement. This pay is in addition to any pay received for actually working either the City designated holiday or the calendar holiday.
2. WWTP employees scheduled to work the City designated holiday, if it differs from the calendar holiday, shall be paid at 1½ times straight time rate for all time worked.
3. WWTP employees scheduled to work on the Calendar year holiday shall be paid two times the straight time rate for all time worked.

Section 11.4. Personal Leave Days.

Employees shall receive four personal leave days per calendar year (pro rata if employed less than a year) and said days must be used during the calendar year and may not be carried over to subsequent years. Personal leave days shall be taken in whole day increments and shall be scheduled (two (2) full working days in advance if possible) at the mutual convenience of the employee and the Department Director or his designee.

ARTICLE XII
VACATIONS

Section 12.1. Eligibility.

Employees shall start to earn vacation allowance as of the date of hire as a full time employee of the City. Effective May 1, 2021, vacation allowance shall be earned per pay period, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Accrual of Vacation Days Per Pay Period</u>	<u>Work Days of Vacation Per Year</u>
1 year but less than 5 years	3.0769	10
5 years but less than 13 years	4.6153	15
13 years but less than 20 years	6.1538	20
20 years or more	7.6923	25

Section 12.2. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 12.3. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination in each Division being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot

than can be permitted to be on vacation at the same time. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification within each Division, is exclusively reserved by the City in order to insure the orderly performance of the services provided by the City, provided that the City shall not arbitrarily limit the number of employees who may be on vacation at any one time.

The vacation schedule for each Division shall be posted by December 1 for the following calendar year. After February 1 no employee may be bumped by a more senior employee from a vacation pick made before February 1.

Vacations shall be taken in increments of full days, provided that employees must take at least five (5) consecutive days of vacation each year. Vacation days must be scheduled at least one week in advance unless the employee's supervisor specifically approves the scheduling of vacation day(s) with less notice.

Section 12.4. Limitation on Accumulation of Vacation.

Effective May 1, 2021, annual vacations are to be taken within the 12-month period after completion of the year in which earned. Employees may carry over ten (10) working days, or eighty (80) hours, of vacation into their accrual bank. At no point in time shall an employee's vacation accrual balance exceed their annual accrual plus the maximum carryover of eighty (80) hours (taken together, the "maximum accrual")*. In the event an employee reaches the maximum accrual threshold, they will stop accruing vacation time until their balance has been drawn down below the maximum accrual threshold. Time spent not accruing will not be reimbursable to the employee.

* Effective May 1, 2021, employees will transition to accruing vacation on a per pay-period basis. Employees may exceed the maximum accrual threshold referenced above from the starting date of this Agreement until January 1, 2023. After December 31, 2022, any excess vacation time accrued beyond the maximum accrual threshold set forth above shall be forfeited without pay.

ARTICLE XIII **INSURANCE**

Section 13.1. Participation in MOE Fund Health Insurance Plan.

In lieu of coverage under the City's health, prescription, vision, and dental plans, all full-time bargaining unit employees shall be eligible to participate in the Midwest Operating Engineers Local 150 Health and Welfare Fund (hereinafter referred to as the "MOE Fund Plan"). During the term of this Agreement, the City's contribution to the MOE Fund Plan for payment of monthly insurance premiums shall be as follows:

Effective upon the first day of the month next following the date that the Union notifies the Employer that the Union has ratified the contract that becomes effective in 2021:

Single: \$799.00	Employee Plus One: \$1,597.00	Family: \$2,436.00
------------------	-------------------------------	--------------------

Each May 1 thereafter, the cost of the MOE Fund Plan shall increase by the rate set by the actuaries for the MOE Fund Plan, but not to exceed 7%.

If two bargaining unit employees are married, the City shall only be required to remit the applicable monthly payment for Employee Plus One or family coverage under the MOE Fund Plan, whichever is applicable. Bargaining unit members must notify the City and the MOE Fund, in writing, of any changes to the bargaining unit member's coverage requirements within 14 days.

The Union agrees to provide eligible covered bargaining unit employees with its health, prescription, vision, 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).

Section 13.2. 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' 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).

Section 13.3. Life Insurance.

During the term of this Agreement the City will provide term life insurance in accordance with the coverages in effect on the date this Agreement is ratified by both parties. The City retains the right to change insurance carriers or to self-insure this benefit, provided the amount of coverage is the same.

Section 13.4. Terms of Plan to Govern.

The extent of coverage under the insurance policies referred to in Section 13.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this 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 13.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 13.6. Retiree Health Insurance.

Throughout the term of the parties' 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 5/367j. Nothing herein shall be construed to require the City to pay for any of the cost of the Union's Plan for retirees.

Section 13.7. Indemnification.

The Union shall indemnify and hold the City harmless on account of any liability, claim, suit, proceeding or dispute arising out: (a) of any withdrawal liability assessment, assessments, special assessments, government fine, premium increases, or any other claim or demand for payment to the Health and Welfare Fund beyond claims for the express premium payments set forth herein; (b) of any allegation that the City owes premium payments on behalf of non-employees, contract employees, joint employees, seasonal employees, or any other employee not understood by the City or Union to be in the bargaining unit and covered by the health insurance provisions set forth herein; (c) of any other allegation by the Health and Welfare Fund where the Fund's claims are dismissed or the final judgment awarded (excluding claims for attorneys' fees and liquidated damages) is less than the City's offer of judgment. This indemnification and hold harmless provision applies as well to any claims for liquidated damages, punitive damages, interest, or attorneys' fees sought against the City in such actions, as well as the City's costs and attorneys' fees for the counsel of its choice utilized in defending such actions and enforcing the terms of this indemnification provision.

Section 13.8. Tool Insurance.

The City shall provide to City mechanics up to \$25,000 for the replacement value of a mechanic's tools which are lost, stolen or damaged through no negligence of the mechanic. It shall be the responsibility of each mechanic to have previously provided the City with satisfactory proof of the tools owned in order to be eligible for payment under this policy.

ARTICLE XIV
MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the City to make and implement decisions with respect to the operation and

management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to transfer employees; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to maintain discipline, order and efficiency; to make, alter and enforce reasonable rules, regulations, orders and policies (provided that only rules, regulations, orders and policies that are mandatory subjects of bargaining shall be subject to Article V); to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The City agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The City shall not discipline, transfer, demote or discharge any post-probationary employee in an arbitrary, capricious or discriminatory manner except as otherwise provided in this Agreement. The City further agrees with the tenets of progressive and corrective discipline, except for serious offenses which warrant immediate termination. Once the measure of discipline is determined and imposed, the City will not increase it for the particular act of misconduct unless new facts or circumstances become known.

ARTICLE XV
MISCELLANEOUS

Section 15.1. Physical/Psychological Examinations.

If the City requires that an employee be examined by an appropriate medical/psychological professional selected by the City in order to determine an employee's fitness for duty or fitness to return to duty, the City shall pay for the cost of said examination. Sick leave verification statements prepared by the employee's own physician/psychologist are not covered by this provision.

Section 15.2. Precedence of Agreement.

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any City ordinance or the specific provisions contained in the City's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 15.3. Educational Assistance.

Employees covered by this Agreement are eligible to receive reimbursement for tuition and other related costs, in an amount not to exceed \$2,500 per calendar year, subject to the following conditions:

1. Written approval of both the Department Director and the HR Manager must be obtained prior to enrollment.
2. To be considered for approval, the course must either be job related or closely related to the employee's career development with the City.
3. Attendance at the selected school or college must not interfere with the employee's assigned work schedule.
4. Before reimbursement is made, the employee must submit evidence of satisfactory completion of the course. Satisfactory completion is defined as a minimum grade of "C" or higher, or the receipt of a "pass" grade in the case of a "pass/fail" course.

5. Employees whose requests for educational assistance (other than CEUs) are approved will be required to sign a tuition reimbursement agreement in which he agrees that if he leaves the employment of City for any reason within three (3) years after completion of the course of studies for which he received reimbursement, he shall repay the City its full reimbursement costs.

Section 15.4. Disability Pay.

Notwithstanding any prior practice or policy by the City, any employee who is injured in the line of duty shall be paid in accordance with the Illinois Workers Compensation Law in effect at that time, except that the City will pay on the first day instead of the fourth day.

Section 15.5. Amendments to Agreement.

This Agreement shall be subject to amendment or modification during the term of the Agreement only through the express, written, mutual consent of the parties. Any such modification or supplement shall be reduced to writing and signed by the duly authorized representatives for the parties.

Section 15.6. Distribution of Agreement.

The City agrees to duplicate at its expense copies of this Agreement. The Union shall have the responsibility of distributing a copy of this Agreement to all employees covered by this Agreement after its ratification by both parties. During the terms of the Agreement, the City shall have the responsibility of distributing a copy of this Agreement to any new employees who are hired into positions covered by this Agreement.

Section 15.7. Uniforms.

The City shall provide each employee, through a contractor selected by the City, the following uniform items for use during the contract uniform cycle. All employees, except employees in the classifications of Mechanic I or Mechanic II, shall receive either nine (9) pairs of pants plus two (2) coveralls, or eleven (11) pairs of pants, and shall be permitted to use the

uniform laundry service. Employees in the classifications of Mechanic I or Mechanic II shall receive nine (9) shirts, nine (9) pairs of pants plus two (2) coveralls, or eleven (11) shirts and eleven (11) pairs of pants, and shall be permitted to use the uniform laundry service. At the end of every uniform cycle, employees shall be responsible for returning the number of shirts and pants that were originally issued. If the employee turns in less than the number of shirts and/or pants issued, the employee shall be charged accordingly. Employees shall wear the shirts and pants provided by the City, as well as approved footwear. Employees may wear their own headbands, T shirts, and hats/caps if previously approved by the City as appropriate and suitable for City employment. No modified or nonstandard T shirts will be approved.

All employees, except employees in the classifications of Mechanic I or Mechanic II, shall receive up to two hundred seventy-five dollars (\$275.00) per year for the purchase of uniforms and/or reimbursement for the purchase of work boots, upon presentation of a receipt for the purchase of boots. Employees in the classification of Mechanic I or Mechanic II shall receive five (5) t-shirts and be reimbursed up to one hundred dollars (\$100.00) every year for the purchase of work boots, upon presentation of a receipt for the purchase of boots.

Section 15.8. CDL License.

Effective May 1, 2003, the City agrees to pay for each renewal the difference in the cost for a commercial driver's license ("CDL") and the cost for a standard driver's license for those employees whose job requires a CDL.

Section 15.9. Monitoring Devices.

The City shall have the right to install and utilize monitoring and/or security devices. The Union shall be notified in advance of the existence of such devices, and be given an opportunity to discuss their use with the City prior to their implementation.

With regard to GPS or other monitoring devices, the parties recognize that the primary purpose for installing such devices is not disciplinary, but operational to improve the efficiency of City operations, increase driver safety, and better protect City property. However, where the City has reasonable suspicion based upon information other than from the GPS or other monitoring system that misconduct is occurring, it may utilize the technology for disciplinary purposes to verify the alleged previous misconduct. Similarly, nothing herein shall prohibit the City from utilizing the GPS or other monitoring system for disciplinary purposes when responding to and investigating complaints, damage to property, theft, or other misconduct that has already occurred.

If, however, during the normal and customary use of the GPS or other monitoring system for operational purposes the City notices something that would otherwise result in discipline of an employee, that employee shall not be suspended or discharged for a first offense (unless he/she engages in dishonesty) without corroborating evidence outside of the GPS or other monitoring system. All discipline for non-probationary employees shall be subject to just cause standards and be fully grievable under this agreement.

ARTICLE XVI **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVII
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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 (except as provided in the written Side Letter of Agreement regarding Article VII). In so agreeing, the parties acknowledge that, during the negotiations which 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 from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVIII
DURATION AND TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2026. 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, negotiations shall begin no later than forty five (45) days prior to the anniversary date.

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 five (5) 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 13th day of Sept, 2021.

CITY OF ELMHURST

By: 

Date: 9-13-21

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 150

By: 

James M. Sweeney, President-Business
Manager

By: 

Deanna M. Distasio, Attorney

Date: 9/13/2021