AGREEMENT

BETWEEN

CITY OF NORTH CHICAGO, ILLINOIS

AND

SEIU LOCAL73

2014-2017

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PREAMBLE 1

ARTICLE I – RECOGNITION..... 1

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit set forth in the Certification of Representative, dated September 11, 1992, in ISLRB Case No. S-RC-92-117, except for the position of Accounts Payable/Purchasing Assistant, which position shall by mutual agreement be excluded from the bargaining unit. (Letter of Agreement- Appendix 2 Represented positions). The City also recognizes the Union as the collective bargaining representative for the bargaining unit position of Collector/Adjustor..... 1

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..... 2

ARTICLE II – UNION SECURITY RIGHTS:..... 2

Section 2.1. Dues Check-off. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues and prorated initiation fees, if applicable, for each employee in the bargaining unit who has filed with the City a lawful, voluntary, check off authorization form to be provided by the Union in the form as shown on Appendix A to the Agreement. The City will honor all executed check off authorization forms received not later than fifteen (15) calendar days (i.e., days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control..... 2

Section 2.2. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount. Should this Union Indemnification provision be held by a court of law to be invalid or unenforceable, Section 2.3, as the quid pro quo for this Section 2.2, shall be deemed to be void and without effect as of the date of the court's ruling or determination as to Section 2.2. 3

Section 2.3. Fair Share. During the term of this Agreement, subject to the provisions of this Section, an employee who is not a member of the Union shall, commencing sixty (60) days after the date of execution of this Agreement or sixty (60) days after his date of hire, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the regular biweekly dues charged to members of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union periodically shall submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount

of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee must be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular biweekly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee. 3

Section 2.4. Stewards. The Union will advise the Employer in writing of the names of the stewards and Chief Steward and their areas of representation and notify the City promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time. 4

Section 2.5. Union Representatives. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate City facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Mayor/designee. The business representative will make arrangements to enter and conduct their business so as not to unduly interfere with the operation of the Employer. The Union will not abuse this privilege. 5

ARTICLE III – MANAGEMENT RIGHTS 5

ARTICLE IV – HOURS OF WORK AND OVERTIME 6

Section 4.1. Application of Article. The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required. 6

Section 4.2. Normal Workweek, Lunch Periods and Breaks. Except as provided elsewhere in this Agreement, the normal workweek shall be forty (40) hours, consisting of five (5) consecutive eight (8) hours workdays, together with such additional time as from time to time, may be required in the judgment of the City to serve the citizens of the City, in a seven (7) day work period. The lunch periods and breaks presently granted by each department immediately prior to the execution of this Agreement shall remain in effect until or unless changed for operational reasons by the City. Should the City determine that it is necessary for operational reasons to change lunch periods and/or break times or practices for any employee or group of employees, the City will give at least twenty-four (24) hours notice to the Union and the employees affected by the change. 6

Section 4.3. Changes In Normal Workweek and Workday. The shifts, hours and workdays to which employees are assigned shall be posted on department bulletin boards. Practices regarding the staffing and rotation of shifts in the Streets and Water Division in effect immediately prior to the execution of this Agreement shall be maintained until or unless changed for operational reasons by the City. Should it be necessary in the interest of efficient operations to establish daily or weekly work, shift or rotation schedules departing from the normal workday, the normal workweek, or the staffing and/or rotation practices referred to above, the City or Department will give at least seven (7) days notice of such change to the Union and the employees affected by the change. The City agrees that schedules will not be changed for the purpose of harassing employees or for reasons that are arbitrary or discriminatory 6

Section 4.4. Overtime Pay. An employee shall be paid at a rate of one and one-half (1-1/2) times his regular hourly rate of pay for each hour worked beyond forty (40) hours in a workweek. Overtime

pay shall be computed in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall include only: (1) time spent on duty as provided in the FLSA; (2) vacations; (3) and holidays; but shall not include any other periods of time which are compensated but not actually worked, except as described in the following situation: If Street Division employees are sent home early by the City in anticipation of a snow storm, then such employees' full eight (8) hour shift shall be considered hours worked for the computation of overtime under this section, even though a portion of such eight (8) hour work shift is not actually worked by such employee(s). 7

Section 4.5. Compensatory Time Off. In lieu of receiving pay for overtime hours worked, an employee may make a request of the Department Head to receive accrued compensatory time off. Compensatory time off will be accrued and/or paid at the rate of one and one-half (1/2) times the employees regular hourly rate of pay. Such request may be granted or denied at the Department Head's complete discretion. 7

Section 4.6. Call-Back Pay. A call-back is defined as a work assignment that does not continuously precede or follow an employee's regularly scheduled working hours. An employee who is called back to work and who reports in to work after having left work shall receive a minimum of three (3) hours work or pay at applicable rates, except that during the snow removal activities, Street Division personnel shall not be eligible overtime during call-backs no matter whether scheduled or unscheduled call-back is involved. Hours spent in excess of three (3) hours on call-back work shall be paid for at applicable rates. Hours on call-back between 8 p.m. and 6 a.m., including the minimum three-hour guarantee, shall be compensated at the rate of time-and-one-half. 8

Section 4.7. On-Call Pay and Compensation. An employee assigned to be 'on-call' for the week or for the weekend (Street Division, Water Division, and Animal Control Officer), in accordance with the provisions of Section 4.8 'Distribution of Overtime' of this contract, shall be available for and respond to call back situations during their 'on-call' period should the need arise. Failure to respond to such calls shall be cause for discipline. In exchange for such assignment, such employee shall receive six (6) hours of straight time pay for that scheduled 'on-call' period. 8

Section 4.8. Distribution of Overtime. (a) Opportunity to work overtime will be distributed as equally as practicable among employees by classification within a department or office. Offered overtime not worked due to refusals and instances of no contact (when an attempt to contact the employee is made) will be considered as worked for the purpose of determining eligibility for overtime opportunities. A record of overtime hours worked and/or refused by each employee shall be maintained by the department, and shall be posted and updated regularly. A copy of this record will be sent to the Union. Employees who dispute the overtime record shall have thirty (30) days after the posting of the record to challenge it or seek to have it corrected. In any dispute over whether a refusal occurred, or whether an attempt was made to contact the employee, however, the supervisor's or other contacting party's regular and properly maintained business record shall be presumptively correct. 8

Section 4.9. No Pyramiding. Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement. 9

Section 4.10. Flex Time. To accommodate to special needs, an employee may make arrangements with his department head for early or late arrival or departure. It is understood that each department head retains the discretion to reject any proposed flex time arrangement for operational reasons provided that such discretion shall not be exercised in an arbitrary or discriminatory manner. 9

Section 4.11. Water Division - Shift Selection and Days Off Selection. From time to time, employees in the Water Division shall request preferred work shifts and preferred days off. When a conflict arises between any two or more such requests, approval of the requests shall be made on the basis of seniority within the job classification. 9

ARTICLE V – SENIORITY, LAYOFF AND RECALL 10

Section 5.1. Definition of Seniority. For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of hire as a regular full-time employee of the City. Conflicts of seniority shall be determined on the basis of the alphabetical order of employees' last names. 10

Section 5.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of six (6) months of work. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the City. Such a probationary employee shall have no recourse to the grievance procedure or otherwise to contest such a suspension, layoff or termination, but he shall be appraised of the reason(s) for the Employer's action. Furthermore, 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 date of hire with the City as regular full-time employee. Time absent from work for any reason in excess often (10) consecutive working days shall not be counted toward completion of the probationary period. 10

Section 5.3. Seniority List. On or about December 1 and June 1 of each year (and no later than the 15th of said months), the Employer will furnish the Union a list showing the name, social security number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The City shall post a similar list without employee address or social security number. Within thirty (30) calendar days after the posting, an employee must notify the City and the Union in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The City will furnish the Union monthly reports of any changes to such list. Such list will include all hiring, termination of employment (along with reason), promotions, transfers and leaves of absences of bargaining unit employees. 10

Section 5.4. Layoff and Effects of Layoff. (a) The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement shall be laid off in inverse order of seniority by classification within a department, provided that employees with critical skills (including those occupying positions requiring a certificate or license) may be exempted from layoff or have their layoffs deferred where those skills are needed to meet the City's public service obligations. In the case of a grievance challenging the application of the critical skills exemption, the City shall have the burden to establish the appropriateness of its application to the particular situation in question. 11

Section 5.5. Recall. An employee who is laid off shall be placed on a recall list for a period equal to his seniority or eighteen (18) months, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. 11

Section 5.6. Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee: 12

Section 5.7. 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 in the interest of efficiency, economy, improved work production, or emergency. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the loss of work of one or more bargaining unit employees, the City will notify the Union three (3) months in advance of the final decision to contract/subcontract out bargaining unit work. A meeting will be held within ten (I0) working days of notification to discuss the reasons for the decision, possible other alternatives to contracting out the work and the impact of the bargaining unit. After the City has fulfilled the Union notification period and subsequent meeting and the result is to continue with the contracting/subcontracting out of the bargaining unit work, the employees who would be affected by the elimination of their jobs through the contracting out process will be subject to the layoff provisions in Article V, Section 5.4. 13

ARTICLE VI – DISCIPLINE AND DISCHARGE 13

Section 6.1. General Principles. Disciplinary action or measures shall normally include only the following: oral reprimand, written reprimand, suspension and discharge. The City recognizes the basic tenets of progressive and corrective discipline and, where appropriate will follow a policy of progressive discipline for initial occurrences of minor disciplinary infractions. Disciplinary infractions that result in an oral or written reprimand will be communicated to the employee within thirty (30) calendar days from the date management is made aware of the infraction, unless the employee is on a leave of absence. Disciplinary actions, which could potentially result in suspension or termination, shall be communicated in writing within fourteen (14) calendar days from the conclusion of the investigation of the disciplinary infraction to the employee, and provided the employee is not on a leave of absence. If the City fails to discipline the employee with the time limits set forth above, the infraction will become stale and the employee will not be subject to further discipline for that infraction. An employee may file a grievance over disciplinary action, but only disciplinary grievances involving suspension without pay or discharge are subject to arbitration: all other disciplinary grievances shall terminate with Step 2 (Mayor's decision). It is understood that the fact that the Union cannot grieve oral and written reprimands to arbitration does not mean that the Union agrees with them. 13

Section 6.2. Citizens Complaints. Citizen complaints against an employee shall not be included in an employee's personnel record unless such complaint results in a disciplinary action taken against the employee. 14

ARTICLE VII – GRIEVANCE PROCEDURE 14

Section 7.1. Definition. A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Agreement, including any provision incorporating or referencing City or departmental rules, regulations, policies, or authority to impose disciplinary action. 14

Section 7.2. Procedure. A grievance filed against the City will be processed in the following manner: 14

Section 7.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within forty-five (45) calendar days of receipt of the City's written answer as

provided to the Union at Step 3 or within forty-five (45) calendar days of when the City's response in Step 3 was due: 15

Section 7.4. Limitations on Authority of Arbitrator. (a) Except as specifically provided in this Section, the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provision of this Agreement, but shall consider and decide only the question 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 issues raised by the grievance as submitted in writing at Step 3, but shall have no authority to make a decision on any issue not so submitted or raised. In the event that a matter is deferred to arbitration by the Illinois State Labor Relations Board or other governmental administrative agency, however, the parties agree to stipulate to the authority of the arbitrator to decide the issue on the merits, including entering into such waivers of procedural and substantive arbitrability and authorization to interpret and apply federal and state law as may be necessary to effectuate the purposes for which deferral was ordered by the agency. 16

Section 7.5. Employee Right to Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement. 17

Section 7.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within nine (9) calendar days after the occurrence of the event first giving rise to the grievance, or within nine (9) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. 17

Section 7.7. Miscellaneous. No member of the bargaining unit shall have any authority to settle or respond to a grievance as defined in Section 7.1. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of the Agreement 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. 18

ARTICLE VIII – NO STRIKE-NO LOCKOUT 18

Section 8.1. No Strike. The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof. 18

Section 8.2. Union Responsibility. Should any activity proscribed in Section 8.1 occur which the Union has or has not sanctioned, the Union shall immediately: 18

Section 8.3. No Lockout. The City will not lock out any employees during the term of this Agreement or any extension thereof. 19

Section 8.4. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. While the arbitrator shall have the authority to determine the appropriateness under the Agreement of the penalty imposed for a violation of

Section 8.1, 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. 19

Section 8.5. Reservation of Rights. In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted..... 19

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Section 9.1. Holidays. The following are paid holidays for eligible employees:..... 19

Section 9.2. Eligibility Requirements. Employees shall work all holidays when scheduled as part of their normal work schedule. To be eligible for holiday pay, an employee must work the full scheduled day before and after the holiday, in addition to the full holiday when scheduled as part of his normal work schedule, unless the employee is on approved vacation leave or on authorized sick leave..... 20

Section 9.3. Holiday Pay. Employees who satisfy the eligibility requirements of Section 9.2 shall be compensated for holidays in the following ways: 20

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Section 10.1. Eligibility and Amount. Upon completion of one (1) year of service with the City in a position covered by this Agreement, an employee shall be entitled to vacation with pay. Vacation is earned annually on an anniversary year basis and vacation time is based on vacation earned in the prior anniversary year, plus such carryover vacation time as may be allowed. The vacation schedule for full- time employees is as follows: 20

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay as of the payroll period for which vacation pay is calculated. An employee may request a maximum of three (3) weeks' vacation pay to be paid on the payday immediately preceding his vacation time off. Such a request will be granted by the City provided that the request for advance vacation pay is made in writing to the employee's department head, with copies to Finance and Personnel, no later than the day on which time must be submitted for the payroll period immediately preceding the payroll period during which the vacation is to be taken. 21

Section 10.3. Vacation Scheduling. An employee shall submit a vacation request to his department head in accordance with procedures in effect in each department. Such request shall be submitted as far in advance as possible but at least seven (7) calendar days prior to the commencement of vacation. 21

Vacation requests will be considered in the order in which they are received. When a conflict arises between any two or more pending non-approved vacation applications, approval of the applications shall be made on the basis of seniority. 21

Section 10.4. Holidays During Vacation. If a holiday for which the employee otherwise would have received time off with pay occurs during the employee's vacation, the employee shall be entitled to one (1) additional day of vacation with pay for each such holiday. 21

Section 10.5. Vacation Carryover and Pay for Unused Vacation. Vacation time is intended to be taken by the anniversary date next following the anniversary date as of which the vacation is earned (the vacation anniversary year); however, vacation may be sold back to the City as provided in Section 10.6, and/or a maximum of two (2) weeks of unused vacation time may be carried over into the employee's next anniversary year upon receiving written permission from his department head and the Mayor. Carryover vacation time may be scheduled and taken by the employee in the

vacation anniversary year into which it is carried over. If at the end of the vacation anniversary year an employee has vacation in excess of two (2) weeks which he has not sold or had an opportunity to use (because that opportunity was denied to him by the City, either because he was denied a reasonable opportunity to schedule vacation or because his scheduled vacation was canceled at the request of the City), he shall receive vacation pay (without time oft) for the unused vacation on the first day following the end of that vacation anniversary year..... 22

Section 10.6. Vacation Sell Back. Any employee with more than one (1) week of vacation entitlement per year may sell a part of his vacation entitlement back to the City. Employees with two (2) or three (3) weeks of vacation may sell back one (1) week of vacation. Employees with four (4) weeks of vacation may sell back a maximum of two (2) weeks of vacation, in increments of no less than a week. Employees with five (5) weeks of vacation may sell back a maximum of three (3) weeks of vacation in increments of no less than a week..... 22

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Section 11.1. Allowance. Sick leave shall be granted to an employee who contracts or incurs an illness or disability (other than on-the-job disability, except as provided below) which renders such employee unable to perform the duties of his employment or other work offered to the employee by the City. Sick leave also may be granted for the following additional purposes: a) emergency medical, dental or optical appointments; b) enforced quarantine of the employee in accordance with community health regulations; c) death in the immediate family; and d) sickness in the immediate family. "Immediate family" is defined as the employee's legal spouse, children, step-children, adopted children, parents, and parents of spouse, step-parents, or grandparents. Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities. 23

Section 11.2. Accumulation. Beginning the first full month of the term of this Agreement, employees shall accumulate sick leave at the rate of one eight (8) hour day per month. 23

Section 11.3. Notification. An employee shall notify his immediate supervisor or designee, or in their absence a Police Department dispatcher, of an illness in accordance with procedures in effect at that time as soon as possible, but not less than two (2) hours prior to the time the employee is scheduled to report for work. In order to protect confidentiality, the employee shall not be required to divulge to his supervisor the specific nature of any illness or disability. 23

Section 11.4. Abuse of Sick Leave. Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only as provided in Section 11.1. An employee on sick leave is required to act pursuant to reasonable instructions for care. Any employee who fails to meet the requirements of this Article, including failure to provide required medical documentation, abuses the sick leave program, including the performance of work or activities off duty that are prohibited or medically restricted while on duty. Any employee who files for sick days under false pretenses shall not receive pay and may be subject to disciplinary action. 24

Section 11.5. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (1/2) shift. Sick leave may be utilized only for the purposes specified in Section 11.1. Sick leave may not be used until after an employee has completed three (3) months of service. Sick leave shall be used in no less an increment than one-half (112) shift, unless the employee is already at work, in which case sick leave may be used in an increment of no less than two (2) hours where there is no significant disruption to existing work, or to work activities at the end of a shift or unless 24-hour notification has been given, except in emergency situations where a department head will not unreasonably deny the request for leave with less than 24-hours notice. 24

Section 11.7. On-the-Job Injury. The first three (3) days of an absence due to an on-the-job injury initially shall be charged to available sick leave, at the request of the employee. In the event that the employee receives statutory workers' compensation payments covering those three (3) days, the employee shall sign over to the City that portion of his workers' compensation benefits that is attributable to those three (3) days, and the charged sick leave shall be re-credited to the employee's account.....24

Section 11.8. Pay for Accumulated Sick Days. An employee who resigns or retires (but not an employee who is terminated for just cause) shall be paid for unused sick leave days in effect on the first day of April immediately preceding his last day of active work for the City for all accrued and unused sick leave days accumulated as of his last day of active work for the City, up to a maximum of seventy (70) eight-hour days (maximum of 280 hours of pay) in accordance with the following rates: fifty percent (50%) of his regular daily rate of pay for the first thirty-five (35) days and twenty- five percent (25%) of his regular daily rate of pay for the second thirty-five days. 25

ARTICLE XII – ADDITIONAL LEAVES OF ABSENCE 25

Section 12.1. Discretionary Leaves. The City may grant a leave of absence for up to one (1) year under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City may grant an extension of up to one (1) year, at the employee's request. The City shall set the terms and conditions of such leaves, including whether or not the leave is to be with pay. Application of this Section shall not be arbitrary, capricious, or discriminatory. 25

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the department head or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the department head or his designee and it shall be in writing. 25

Section 12.3. Military Leave. Employees who enter the armed services of the United States shall be entitled to all the reemployment rights provided for in the Universal Military Service and Training Act of 1951, as amended. 25

Section 12.4. Jury Leave. An employee required to report for jury duty (including service on a grand jury) shall be excused from work without loss of pay for jury duty which occurs on the employee's scheduled duty days and during the employee's scheduled duty hours. An employee shall immediately notify the department head or his designee as soon as he receive a notice to appear as a juror. In order for employees to receive compensation from the City for such jury duty, the employee must sign over to the City any compensation he receives for serving as a juror on days for which he was scheduled to be on duty. An employee shall report to work if he is dismissed from jury duty with four (4) hours or more remaining in his scheduled duty shift. 27

Section 12.5. Funeral Leave. In the event of a death in the immediate family, an employee may take three (3) consecutive work days off and receive regular straight-time pay. Additional sick leave time off may be granted by the department head or his designee if needed due to extensive travel or other extenuating circumstances. Such leave period ordinarily shall start the day after the employee learns of the death, unless the employee learns of the death while at work, in which case he may elect to begin funeral leave immediately. For purposes of this Section, "immediate family" shall be defined as in Section 11.1, except that, for purposes of attending a funeral only, "immediate family" shall also include brother, sister, brother-in-law, sister-in-law, and grandchildren. An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City. 27

Section 12.6. Family and Medical Leave Act ("FMLA") Leave. The City may adopt policies and procedures that are lawful under the Family and Medical Leave Act, including a policy requiring an employee to exhaust sick leave or other paid leave before being granted FMLA leave. 27

Section 12.7. Union Leave. (a) A leave of absence not to exceed thirty (30) consecutive days per year, without pay or other benefits (except for insurance continuation upon payment of the full premium cost of the coverage elected) but without loss of seniority, will be granted, upon a minimum of thirty (30) days' advance notice to and approval from the City, which approval will not be unreasonably withheld, to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. 28

Section 12.8. Benefits While on Leave. (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued during the period of the leave. Upon return from leave under this Article, the City will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training are relatively equal..... 28

Section 12.9. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, if such outside employment would be in conflict with the maintenance of employment with the City. A conflict may arise, illustratively, if: a) the hours of such outside employment overlap the hours that the employee would have been working for the City were he not on leave; b) the type or nature of the outside employment is inconsistent or competitive with the employee's City job; or c) the outside employment is inconsistent with medical advice or a program of rehabilitation. Employees who engage in employment elsewhere in violation of this Section during such leave may immediately be terminated by the City. In order to insure compliance with this outside Section, an employee should give written notice to his department head and the Personnel Department of any outside employment (including self-employment) in which he plans to be engaged during the leave of absence and should receive his department head's approval of that outside employment before actually engaging in it. The employee may be required to provide information as to the kind and nature of the contemplated outside employment, including a description of the duties involved, and may also be required to obtain a doctor's certificate indicating that the contemplated outside employment is not in conflict with medical advice or a program of rehabilitation, before approval of such outside employment will be given. 29

Section 12.10. Education Leave- School Conference. An employee is entitled to leave up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. Administrative procedures for implementing said leave; include the allowance that leave may be taken/utilized by an employee based on the available balance of an individual employee's accrued vacation and/or compensatory time. 29

ARTICLE XIII – WAGES..... 30

Section 13.1. Pay Schedule Administration. Employees in the bargaining unit on the date of ratification of this Agreement shall be placed on the Pay Schedule as indicated on Appendix B, which is attached hereto and made a part of this Agreement. Thereafter, from and after May 1, 2014, movement through the steps within a classification shall be one step per year on an anniversary date basis contingent in each case upon satisfactory performance by the employee as reflected in his most

recent performance evaluation. Increases in the salary schedule effective May 1, 2015 shall be as indicated on Appendix C, increases on the salary schedule effective May 1, 2016 shall be indicated on Appendix D, and increases on the salary schedule effective November 30, 2016 shall be as indicated on Appendix E. 30

ARTICLE XIV – INSURANCE 30

Section 14.1. Coverage. The City shall continue to make available to non-retired employees and their dependents group health and hospitalization insurance and benefits as existed prior to the signing of this Agreement, so long as they are commercially available and in compliance with law, and so long as the coverage will not result in the imposition of an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act or any similar state or federal legislation. Further, the City will continue to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement, so long as it is commercially available and in compliance with law. Employees who retire with a minimum of twenty (20) years' full-time service to the City and who are at least fifty-five (55) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the City's health insurance plan, so long as the terms of that plan continue to permit such participation as required by law. The City reserves the right to change health insurance carriers, health maintenance organizations or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially the same as those provided to the City's non-union and supervisory personnel. The City may also change plan benefits and/or carriers to avoid or minimize the imposition of a Cadillac Tax. The City will not choose a plan that results in the imposition of such a tax in order to avoid insurance coverage under this Article. 30

Section 14.2. Cost. The City will continue to pay one-hundred percent (100%) of the cost of the premiums for full-time employees' individual and seventy-five (75%) of the cost of full-time employees' dependent group health and hospitalization insurance for employees who elect coverage under the HMO Option of the City Plan. For employees who elect coverage under the PPO Option, the City will pay eighty-three percent (83%) of the premium cost for individual and seventy-five percent (75%) of the premium cost for dependent coverage, and the employee will pay the balance of the premium for individual and dependent coverage. If the City is required to pay a "Cadillac Tax" under the Affordable Care Act or any similar state or federal legislation for any coverage option, then the employee's monthly insurance contributions will be increased as agreed to by the parties pursuant to reopener negotiations. Any such negotiations shall be limited to the provisions of this Section 14.2 of the CBA. The employee's portion of premiums will be deducted from their paychecks. 31

Section 14.3. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition of weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. 31

Section 14.4. Life Insurance. The City shall provide, at no cost to the employee, group term life insurance coverage on the employee's own life in the amount of twenty-five thousand dollars ($25,000.00). 32

Section 14.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the

terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee. 32

Section 14.6. IRC Section 125 Plan. The City has an IRC Section 125 Plan whereby employees are able to pay for their share of group insurance premiums (and other medical costs) with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code. 32

ARTICLE XV – TUITION EXPENSE REIMBURSEMENT 32

Section 15.1. Reimbursement Procedures. The following procedures shall apply to the reimbursement of employee tuition expense: 32

Section 15.2. Qualifications for Reimbursement. All employees requesting reimbursement of educational tuition expenses must qualify as follows: 33

Section 15.3. CDL Reimbursement. The City will reimburse such employees who are required to have a valid Illinois CDL license for twenty-five percent (25%) of the cost charged by the State of Illinois for the next regular statutory renewal fees of the employee's CDL license. 34

ARTICLE XVI – GENERAL PROVISIONS 34

Section 16.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine. 34

Section 16.2. No Discrimination. The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, sexual preference, marital status, disability or handicap, or activity for or against the Union. 34

Section 16.3. Job Posting. If a vacancy occurs in a job classification within the bargaining unit and the City decides to fill the vacancy, such classification vacancy shall be posted for five (5) working days, except as provided in Section 5.4(d). The posted notice shall set forth the required knowledge, skills, experience and ability required for the classification. Employees may submit applications for the classification in the manner provided for by the City. When their respective qualifications are otherwise relatively equal, preference shall be given to an employee seeking to fill the classification from within the bargaining unit over an applicant who applies for the classification from outside the bargaining unit. Promotion from one position to another will be based on seniority, evaluations and experience in performing the work required in the promotion position. "Experience" as used herein shall not include time spent by a temporary employee (a non-bargaining unit employee) where such temporary service was at the sole discretion of the City. 34

Section 16.4. Temporary Transfers. The City may transfer an employee from one classification to another for purposes of training or serving as a temporary replacement due to the absence of the incumbent, or pending the permanent filling of a vacancy by job posting, permanent transfer, or hire. Any employee assigned to perform all of the duties of and accept all the responsibilities

associated with a higher rate of pay of the two (2) positions shall immediately receive the higher rate of pay at the onset of being assigned the duties, beginning the second (2nd) consecutive day. 35

Section 16.5. Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, which the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. 36

Section 16.6. Labor-Management Meetings. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings will be held, upon request of either party, on a quarterly basis or at other times as mutually agreed at places mutually agreed upon, between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings shall be limited to: 36

Section 16.7. Drug and Alcohol Testing. The City's drug and alcohol policy, as adopted by the City Council, shall be administered in compliance with the drug and alcohol testing policy and procedures set forth in Appendix F to this Agreement. 37

Section 16.8. Bulletin Boards. The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices concerning the bargaining unit. Copies of any such posting shall be submitted to the Personnel Department. There shall be no distribution or posting by employees of advertising material, notices or other kinds of literature on the Employer's property other than herein provided. 37

Section 16.9. Health and Safety. The City has in place an Accident Review Board I Safety Committee Program which will be observed by management and employees alike. In order to ensure compliance with applicable health and safety laws, operations, and duty procedures; as well as health and safety policies and procedures adopted by the City. In order to ensure general understanding; the City will ensure departmental on-boarding training is provided to new hires and annual equipment and training to employees. Employees are encouraged to report safety hazards and violations to their departmental safety representative. If prompt and appropriate action is not then forthcoming, the employee is encouraged to report the matter directly to the City's appointed Safety Officer. The City will not retaliate against any employee for reporting a health or safety matter to the departmental safety representative, the City Safety Officer, or the City's Accident Review/Safety Committee. 37

Section 16.10. Personnel Files. Upon written request to the City's Personnel Department, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and the Department. Copies of materials in an employee's personnel file shall be provided to the employee upon request and upon payment of a reasonable (not to exceed 10¢ per page) copying charge. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file. 38

Section 16.11. Safety Clothing and Shoe Allowance. The City in the exercise of its discretion determines that certain unique safety clothing and/or footwear are required to be worn by identified bargaining unit employee's, and the City shall bear the cost of the purchase and replacement of such unique safety clothing and/or footwear. In an effort to streamline this allowance; the City will ensure that each identified bargaining unit employee will be entitled to eleven (11) uniforms and one pair of shoes. During the course of the year, uniform and/or shoe replacements may be required and will be

provided per the employee's written request to their Department Head, who shall determine in his or her discretion if a replacement is necessary. At no time will the Employer exceed eleven (11) complete sets of uniforms. Additionally, for employees who are required to work in inclement weather conditions, the City will provide, at no cost to the employee, one (1) winter coat, one (1) pair of thermal insulated gloves, one (1) pair of Carhartt coveralls, and one (1) pair of cold weather shoes or boots. Such cold-weather gear shall be replaced upon the employee's written request to the Department Head, who shall determine in his or her discretion if a replacement is necessary. Such requests shall not be unreasonably denied. 38

Section 16.12. Tool Allowance. Except for employees in the classification in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner. Employees in the following classifications shall receive an annual tool allowance of $400.00 for each twelve month period of the contract, in recognition of the obligation of these employees to supply their own tools: 39

Section 16.13. Radios and Cell Phones. Personal cell phones shall not be used on City premises or the Employer's work sites, except during non-work hours, during approved lunch periods, or in an emergency or for official City business. The City will provide employees with City-purchased cell phones, radios or other communication device(s) deemed appropriate by the City for those employees the City determines require such communication tools to perform their work duties. In addition, the City will arrange for radio communication in the dispatch center during overnight working hours. 39

Section 16.14. Drivers License. An employee must notify his supervisor of the suspension or revocation of his state drivers' license immediately upon such suspension or revocation. Failure to notify the supervisor of the suspension or revocation of an employee's drivers' license may result in immediate disciplinary action of the employee, up to and including discharge. 40

Section 16.15. Residency. Employees covered under this contract must live within ten (10) miles of Fire Stations #1 or #2, whichever is more. Distance shall be judged by drawing a circle on a map using a radius often (10) miles. 40

Section 16.16. Temporary Employees. The City of North Chicago continues to operate in a lean environment seeking to provide a high level of customer service as well as remain operationally efficient. As a result, the City shall not customarily or ordinarily hire temporary employees except in cases of emergency; and the situation requires immediate intervention. Temporary employees will not be hired to replace bargaining unit employees on a permanent basis. If the City hires a temporary employee due to an emergent situation and he/she performs bargaining unit work, the temporary employee shall not perform such duties for more than 120 days. Beyond the 120 day timeframe, the temporary employee may submit for the position based upon the established recruitment process as illustrated in Section 16.3- Job Postings. 40

ARTICLE XVII – EMPLOYEE RESPECT, DIGNITY AND PRIVACY 40

Section 17.1. Video and GPS Surveillance. The City of North Chicago has the right to install video cameras in the various departments, which may record the criminal activities of departmental employees in the area, including bargaining unit and non-bargaining unit personnel, where bargaining unit members are regularly present, so long as prior notice is given to the Union and to affected employees. In the event the City decides to use such video(s) for disciplinary purposes for criminal activity, the Union shall, upon request, be allowed to view the video(s) and make a copy at its expense. Unauthorized use of video cameras will be cause for discipline, up to and including discharge. 40

Section 17.2. Illinois Human Rights Act. Under the Illinois Human Rights Act, members of the bargaining unit are, to the extent required by the Act, entitled to exist and work in a hostile-free work environment; that is, an environment that promotes optimum employee productivity and implements career advancement and encourages ongoing training as required. Any violation of this Article shall be reviewable through Step 3 (Mayor's Office) of the grievance procedure, but not beyond. 41

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AGREEMENT
BETWEEN
CITY OF NORTH CHICAGO, ILLINOIS
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL73

PREAMBLE

THIS AGREEMENT entered into by the CITY OF NORTH CHICAGO, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and SEIU LOCAL 73 (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of the employees described in Section 1.1 of this Agreement, and has as its basic purpose the promotion of good working relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of a orderly procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

ARTICLE I – RECOGNITION

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit set forth in the Certification of Representative, dated September 11, 1992, in ISLRB Case No. S-RC-92-117, except for the position of Accounts Payable/Purchasing Assistant, which position shall by mutual agreement be excluded from the bargaining unit. (Letter of Agreement- Appendix 2 Represented positions). The City also recognizes the Union as the collective bargaining representative for the bargaining unit position of Collector/Adjustor.

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 – UNION SECURITY RIGHTS:

Section 2.1. **Dues Check-off.** While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues and prorated initiation fees, if applicable, for each employee in the bargaining unit who has filed with the City a lawful, voluntary, check off authorization form to be provided by the Union in the form as shown on Appendix A to the Agreement. The City will honor all executed check off authorization forms received not later than fifteen (15) calendar days (i.e., days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to the Secretary-Treasurer of the Local Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check off may do so at any time with thirty (30) day's written notice to the City. Dues shall be withheld and remitted to the Secretary-Treasurer of the Local Union unless or until such time as the City receives a notice of revocation of dues check off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Secretary-Treasurer of the Local Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of

Article VIII of this Agreement (No Strike-No Lockout). The actual dues amount to be deducted shall be certified to the City by the Secretary-Treasurer of the Local Union, and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount or rule or formula which will determine the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. **Union Indemnification.** The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount. Should this Union Indemnification provision be held by a court of law to be invalid or unenforceable, Section 2.3, as the quid pro quo for this Section 2.2, shall be deemed to be void and without effect as of the date of the court's ruling or determination as to Section 2.2.

Section 2.3. **Fair Share.** During the term of this Agreement, subject to the provisions of this Section, an employee who is not a member of the Union shall, commencing sixty (60) days after the date of execution of this Agreement or sixty (60) days after his date of hire, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the regular biweekly dues charged to members of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union periodically shall submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee must be uniform for each employee subject to the obligation to pay a

fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular biweekly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and Leaner v. Ferris Faculty Asps'., 111 S. Ct. 1950 (1991) with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. When requested, give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the preferred procedure for resolution of fair share fee objections.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

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

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

Section 2.4. **Stewards.** The Union will advise the Employer in writing of the names of the stewards and Chief Steward and their areas of representation and notify the City promptly of any

changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 2.5. **Union Representatives.** Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate City facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Mayor/designee. The business representative will make arrangements to enter and conduct their business so as not to unduly interfere with the operation of the Employer. The Union will not abuse this privilege.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including all rights and authority possessed or exercised by the City prior to the execution of this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; 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 determine the methods, means, organization and number of personnel by which such operations are conducted; to determine whether goods or services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; 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.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 4.2. Normal Workweek, Lunch Periods and Breaks. Except as provided elsewhere in this Agreement, the normal workweek shall be forty (40) hours, consisting of five (5) consecutive eight (8) hours workdays, together with such additional time as from time to time, may be required in the judgment of the City to serve the citizens of the City, in a seven (7) day work period. The lunch periods and breaks presently granted by each department immediately prior to the execution of this Agreement shall remain in effect until or unless changed for operational reasons by the City. Should the City determine that it is necessary for operational reasons to change lunch periods and/or break times or practices for any employee or group of employees, the City will give at least twenty-four (24) hours notice to the Union and the employees affected by the change.

Section 4.3. Changes In Normal Workweek and Workday. The shifts, hours and workdays to which employees are assigned shall be posted on department bulletin boards. Practices regarding the staffing and rotation of shifts in the Streets and Water Division in effect immediately prior to the execution of this Agreement shall be maintained until or unless changed for operational reasons by the City. Should it be necessary in the interest of efficient operations to establish daily or weekly work, shift or rotation schedules departing from the normal workday, the normal workweek, or the staffing and/or rotation practices referred to above, the City or Department will give at least seven (7) days notice of such change to the Union and the employees affected by the change. The City agrees that schedules will not be changed for the purpose of harassing employees or for reasons that are arbitrary or discriminatory.

Except for rotating shifts or shift eliminations, permanent transfers normally require the consent of the employee(s) involved; however, the junior employee in a classification may be transferred to fill a permanent vacancy if no qualified employee bids for or is hired for the job.

Section 4.4. Overtime Pay. An employee shall be paid at a rate of one and one-half (1-1/2) times his regular hourly rate of pay for each hour worked beyond forty (40) hours in a workweek. Overtime pay shall be computed in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article, time worked shall include only: (1) time spent on duty as provided in the FLSA; (2) vacations; (3) and holidays; but shall not include any other periods of time which are compensated but not actually worked, except as described in the following situation: If Street Division employees are sent home early by the City in anticipation of a snow storm, then such employees' full eight (8) hour shift shall be considered hours worked for the computation of overtime under this section, even though a portion of such eight (8) hour work shift is not actually worked by such employee(s).

Section 4.5. Compensatory Time Off. In lieu of receiving pay for overtime hours worked, an employee may make a request of the Department Head to receive accrued compensatory time off. Compensatory time off will be accrued and/or paid at the rate of one and one-half (1/2) times the employees regular hourly rate of pay. Such request may be granted or denied at the Department Head's complete discretion.

If compensatory time is granted by the Department Head and accrued by the employee, such accrued compensatory time off may be taken upon forty-eight (48) hours' prior notice and the approval of the employee's immediate supervisor. The supervisor's approval may be denied for reasonable operating reasons, including that the request will likely cause overtime to be incurred by the City. If this provision is found to violate the terms of the Fair Labor Standards Act, then this Section 4.5, Compensatory Time Off, shall immediately sunset.

Compensatory time off must be taken at a minimum of four (4) hour increments. Accrued/earned compensatory time must be used within 120 days of accrual; pending schedules and management approval, but an employee will not lose accrued compensatory time because management fails to grant the time off, given the employee followed the proper procedure for

requesting time off. No employee shall accrue more than eighty (80) hours of compensatory time.

Accrued compensatory time off in whatever amounts deemed appropriate may be bought back by the Employer during the last week of each fiscal year. Upon separation from employment for whatever reason, and employee shall receive payment for all accrued compensatory time off which is unused.

Section 4.6. Call-Back Pay. A call-back is defined as a work assignment that does not continuously precede or follow an employee's regularly scheduled working hours. An employee who is called back to work and who reports in to work after having left work shall receive a minimum of three (3) hours work or pay at applicable rates, except that during the snow removal activities, Street Division personnel shall not be eligible overtime during call-backs no matter whether scheduled or unscheduled call-back is involved. Hours spent in excess of three (3) hours on call-back work shall be paid for at applicable rates. Hours on call-back between 8 p.m. and 6 a.m., including the minimum three-hour guarantee, shall be compensated at the rate of time-and-one-half.

Section 4.7. On-Call Pay and Compensation. An employee assigned to be 'on-call' for the week or for the weekend (Street Division, Water Division, and Animal Control Officer), in accordance with the provisions of Section 4.8 'Distribution of Overtime' of this contract, shall be available for and respond to call back situations during their 'on-call' period should the need arise. Failure to respond to such calls shall be cause for discipline. In exchange for such assignment, such employee shall receive six (6) hours of straight time pay for that scheduled 'on-call' period.

Section 4.8. Distribution of Overtime. (a) Opportunity to work overtime will be distributed as equally as practicable among employees by classification within a department or office. Offered overtime not worked due to refusals and instances of no contact (when an attempt to contact the employee is made) will be considered as worked for the purpose of determining eligibility for overtime opportunities. A record of overtime hours worked and/or refused by each employee shall be maintained by the department, and shall be posted and updated regularly. A

copy of this record will be sent to the Union. Employees who dispute the overtime record shall have thirty (30) days after the posting of the record to challenge it or seek to have it corrected. In any dispute over whether a refusal occurred, or whether an attempt was made to contact the employee, however, the supervisor's or other contacting party's regular and properly maintained business record shall be presumptively correct.

(b) Overtime equalization shall take place on a quarterly basis. If an employee is able to demonstrate that he has not received his fair share of overtime opportunities, he shall be given first preference for future overtime until the imbalance is corrected.

(c) The Union shall have the opportunity to bring to Management's attention, for meaningful consideration, any overtime that it believes should be scheduled to perform necessary work in a department.

(d) Overtime initially shall be voluntary, except in emergencies. If there are an insufficient number of volunteers to perform the overtime work involved, however, the City may require employees to work reasonable overtime.

(e) Overtime initially shall be offered to bargaining unit employees before being assigned to seasonal, part-time, or temporary service employees.

Section 4.9. **No Pyramiding.** Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 4.10. **Flex Time.** To accommodate to special needs, an employee may make arrangements with his department head for early or late arrival or departure. It is understood that each department head retains the discretion to reject any proposed flex time arrangement for operational reasons provided that such discretion shall not be exercised in an arbitrary or discriminatory manner.

Section 4.11. **Water Division - Shift Selection and Days Off Selection.** From time to time, employees in the Water Division shall request preferred work shifts and preferred days off. When a conflict arises between any two or more such requests, approval of the requests shall be made on the basis of seniority within the job classification.

ARTICLE V – SENIORITY, LAYOFF AND RECALL

Section 5.1. Definition of Seniority. For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of hire as a regular full-time employee of the City. Conflicts of seniority shall be determined on the basis of the alphabetical order of employees' last names.

Section 5.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of six (6) months of work. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the City. Such a probationary employee shall have no recourse to the grievance procedure or otherwise to contest such a suspension, layoff or termination, but he shall be appraised of the reason(s) for the Employer's action. Furthermore, 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 date of hire with the City as regular full-time employee. Time absent from work for any reason in excess often (10) consecutive working days shall not be counted toward completion of the probationary period.

Section 5.3. Seniority List. On or about December 1 and June 1 of each year (and no later than the 15th of said months), the Employer will furnish the Union a list showing the name, social security number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The City shall post a similar list without employee address or social security number. Within thirty (30) calendar days after the posting, an employee must notify the City and the Union in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The City will furnish the Union monthly reports of any changes to such list. Such list will include all hiring, termination of employment (along with reason), promotions, transfers and leaves of absences of bargaining unit employees.

Section 5.4. **Layoff and Effects of Layoff.** (a) The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement shall be laid off in inverse order of seniority by classification within a department, provided that employees with critical skills (including those occupying positions requiring a certificate or license) may be exempted from layoff or have their layoffs deferred where those skills are needed to meet the City's public service obligations. In the case of a grievance challenging the application of the critical skills exemption, the City shall have the burden to establish the appropriateness of its application to the particular situation in question.

(b) An employee who has been transferred or promoted from one classification or department to another within six (6) months prior to a layoff shall be given the opportunity to return to his previously held classification, at the applicable rate of pay for that classification, for purposes of determining the order of layoff.

(c) The City shall provide employees to be laid off at least four (4) weeks' prior notice of the layoff or pay in lieu thereof, and shall offer the Union the opportunity to have effective input with respect to the scheduled layoffs, including the opportunity to suggest alternatives to layoff.

(d) If a vacancy occurs in a bargaining unit position following the layoff, laid-off employees who are qualified for the position shall be given preference in filling the vacancy over new hires and employees seeking to fill the vacancy under the provisions of Section 15.3.

(e) Part-time and temporary employees in a classification shall be laid off prior to full-time employees in that classification.

Section 5.5. **Recall.** An employee who is laid off shall be placed on a recall list for a period equal to his seniority or eighteen (18) months, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall (with the first of the ten (10) days being the date the notice to the employee is

postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the Local Union, provided that the employee must notify the department head or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the department head or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

The City in its discretion may recall an employee to a position m a lower-paid job classification. If the City recalls an employee to a lower-paid job classification, the employee shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. Further, an employee shall have the right to refuse the recall to a lower-paid job classification. The City shall not hire a new employee to a bargaining unit position as long as there are still employees in the classification or position on the recall list who are presently qualified to perform the work in the affected job classification.

Section 5.6. **Termination of Seniority.** Seniority for all purposes and the employment relationship shall be terminated if the employee:

(a) quits;

(b) is discharged;

(c) retires;

(d) falsifies the reason for a leave of absence or is found to be working during a leave of absence in violation of Section 12.9;

(e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;

(f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the

notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 5.5 of this Agreement;

(g) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months or a period equal to the employee's seniority, whichever is greater, but not to exceed thirty-six (36) months.

Section 5.7. **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 in the interest of efficiency, economy, improved work production, or emergency. Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the loss of work of one or more bargaining unit employees, the City will notify the Union three (3) months in advance of the final decision to contract/subcontract out bargaining unit work. A meeting will be held within ten (I0) working days of notification to discuss the reasons for the decision, possible other alternatives to contracting out the work and the impact of the bargaining unit. After the City has fulfilled the Union notification period and subsequent meeting and the result is to continue with the contracting/subcontracting out of the bargaining unit work, the employees who would be affected by the elimination of their jobs through the contracting out process will be subject to the layoff provisions in Article V, Section 5.4.

ARTICLE VI – DISCIPLINE AND DISCHARGE

Section 6.1. **General Principles.** Disciplinary action or measures shall normally include only the following: oral reprimand, written reprimand, suspension and discharge. The City recognizes the basic tenets of progressive and corrective discipline and, where appropriate will follow a policy of progressive discipline for initial occurrences of minor disciplinary infractions. Disciplinary infractions that result in an oral or written reprimand will be communicated to the employee within thirty (30) calendar days from the date management is made aware of the infraction, unless the employee is on a leave of absence. Disciplinary actions, which could potentially result in suspension or termination, shall be communicated in writing within fourteen

(14) calendar days from the conclusion of the investigation of the disciplinary infraction to the employee, and provided the employee is not on a leave of absence. If the City fails to discipline the employee with the time limits set forth above, the infraction will become stale and the employee will not be subject to further discipline for that infraction. An employee may file a grievance over disciplinary action, but only disciplinary grievances involving suspension without pay or discharge are subject to arbitration: all other disciplinary grievances shall terminate with Step 2 (Mayor's decision). It is understood that the fact that the Union cannot grieve oral and written reprimands to arbitration does not mean that the Union agrees with them.

Section 6.2. **Citizens Complaints.** Citizen complaints against an employee shall not be included in an employee's personnel record unless such complaint results in a disciplinary action taken against the employee.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 7.1. **Definition.** A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or misapplication of an express written provision of this Agreement, including any provision incorporating or referencing City or departmental rules, regulations, policies, or authority to impose disciplinary action.

Section 7.2. **Procedure.** A grievance filed against the City will be processed in the following manner:

Step 1: Any employee, or authorized Union representative acting on behalf of an 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. 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 nine (9) calendar days from the date of the

first occurrence of the matter giving rise to the grievance or within nine (9) calendar days after the employee, through the use of reasonable diligence, could 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 nine (9) calendar days after the grievance is presented.

Step 2: If not resolved at Step 1, any employee, or authorized Union representative acting on behalf of an employee, who has a grievance shall submit the grievance in writing to the department head. The department head shall render a written response to the grievant and Local Union representative within ten (10) calendar days after the grievance is presented.

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Mayor within ten (10) calendar days after receipt of the City's answer in Step 2 or within ten (10) calendar days of when the City's answer in Step 2 was due. The Mayor 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 a Local Union representative. The Mayor may have presented other persons whom he deems appropriate. If no settlement of the grievance is reached, the Mayor or his designee shall provide a written answer to the Union President or his designee, within ten (10) calendar days following the meeting or within ten (10) calendar days of his receipt of the appeal, whichever occurs first.

Section 7.3. **Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within forty-five (45) calendar days of receipt of the City's

written answer as provided to the Union at Step 3 or within forty-five (45) calendar days of when the City's response in Step 3 was due:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike one name first; the other party shall then strike a name, and this process of alternate striking shall continue until one name remains. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified jointly by the parties of his 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 City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

(d) 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.

(e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript 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 7.4. **Limitations on Authority of Arbitrator.** (a) Except as specifically provided in this Section, the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or

subtract from the provision of this Agreement, but shall consider and decide only the question 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 issues raised by the grievance as submitted in writing at Step 3, but shall have no authority to make a decision on any issue not so submitted or raised. In the event that a matter is deferred to arbitration by the Illinois State Labor Relations Board or other governmental administrative agency, however, the parties agree to stipulate to the authority of the arbitrator to decide the issue on the merits, including entering into such waivers of procedural and substantive arbitrability and authorization to interpret and apply federal and state law as may be necessary to effectuate the purposes for which deferral was ordered by the agency.

(b) 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 7.4 shall be final and binding upon the City, Union and the employees covered by this Agreement.

Section 7.5. **Employee Right to Self-Representation.** Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

Section 7.6. **Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within nine (9) calendar days after the occurrence of the event first giving rise to the grievance, or within nine (9) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or

the Union. 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 hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7. **Miscellaneous.** No member of the bargaining unit shall have any authority to settle or respond to a grievance as defined in Section 7.1. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of the Agreement 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.

ARTICLE VIII – NO STRIKE-NO LOCKOUT

Section 8.1. **No Strike.** The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 8.2. **Union Responsibility.** Should any activity proscribed in Section 8.1 occur which the Union has or has not sanctioned, the Union shall immediately:

(a) publicly disavow such action by the employees or other persons involved;

(b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;

(c) notify the employees stating that it disapproves of such action, instructing all employees to cease such action and return to work immediately;

(d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 8.3. **No Lockout.** The City will not lock out any employees during the term of this Agreement or any extension thereof.

Section 8.4. **Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. While the arbitrator shall have the authority to determine the appropriateness under the Agreement of the penalty imposed for a violation of Section 8.1, 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 8.5. **Reservation of Rights.** In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE IX - HOLIDAYS

Section 9.1. **Holidays.** The following are paid holidays for eligible employees:

New Year's Day	Martin Luther King Day	Good Friday
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day After Thanksgiving Day
Christmas Eve	Christmas Day	

In each case, the holiday is the day that the City's administrative offices are closed in observance of the holiday, beginning at 12:01 a.m. and ending at 11:59 p.m. that day. If the City's administrative offices are not closed for observance of a particular holiday, that holiday shall be the day designated as such by federal practice.

Section 9.2. **Eligibility Requirements.** Employees shall work all holidays when scheduled as part of their normal work schedule. To be eligible for holiday pay, an employee must work the full scheduled day before and after the holiday, in addition to the full holiday when scheduled as part of his normal work schedule, unless the employee is on approved vacation leave or on authorized sick leave.

Section 9.3. **Holiday Pay.** Employees who satisfy the eligibility requirements of Section 9.2 shall be compensated for holidays in the following ways:

(a) As each holiday is observed, an eligible employee shall receive eight (8) hours holiday pay; and

(b) An eligible employee who works a holiday or part of a holiday shall be compensated at the rate of time and one-half for work actually performed on the holiday, in addition to the eight hours of holiday pay pursuant to paragraph (a).

ARTICLE X – VACATIONS

Section 10.1. **Eligibility and Amount.** Upon completion of one (1) year of service with the City in a position covered by this Agreement, an employee shall be entitled to vacation with pay. Vacation is earned annually on an anniversary year basis and vacation time is based on vacation earned in the prior anniversary year, plus such carryover vacation time as may be allowed. The vacation schedule for full- time employees is as follows:

Length of Completed Continuous Service	Number of Calendar Weeks of Vacation Per Year
After completion of one (1) year	One (1) week
After completion of two (2) years	Two (2) weeks
After completion of seven (7) years	Three (3) weeks
After completion of fifteen (15) years	Four (4) weeks
After completion of twenty-one (21) years	Five (5) weeks

Vacation in accordance with the above schedule is earned on the basis of one-twelfth (1112) of the applicable amount of vacation time for each month of employment following the employee's anniversary date.

Section 10.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay as of the payroll period for which vacation pay is calculated. An employee may request a maximum of three (3) weeks' vacation pay to be paid on the payday immediately preceding his vacation time off. Such a request will be granted by the City provided that the request for advance vacation pay is made in writing to the employee's department head, with copies to Finance and Personnel, no later than the day on which time must be submitted for the payroll period immediately preceding the payroll period during which the vacation is to be taken.

Section 10.3. Vacation Scheduling. An employee shall submit a vacation request to his department head in accordance with procedures in effect in each department. Such request shall be submitted as far in advance as possible but at least seven (7) calendar days prior to the commencement of vacation.

Vacation requests will be considered in the order in which they are received. When a conflict arises between any two or more pending non-approved vacation applications, approval of the applications shall be made on the basis of seniority.

Commencement of a vacation without prior approval may also be subject to disciplinary action. Emergency vacation leave requests less than seven (7) calendar days shall be considered and not denied in an arbitrary manner. The employee must be given written notification of approval of the desired vacation period as soon as possible, but not more than three (3) calendar days after receipt of an application properly submitted by the employee under this Section.

Section 10.4. Holidays During Vacation. If a holiday for which the employee otherwise would have received time off with pay occurs during the employee's vacation, the employee shall be entitled to one (1) additional day of vacation with pay for each such holiday.

Section 10.5. Vacation Carryover and Pay for Unused Vacation. Vacation time is intended to be taken by the anniversary date next following the anniversary date as of which the vacation is earned (the vacation anniversary year); however, vacation may be sold back to the City as provided in Section 10.6, and/or a maximum of two (2) weeks of unused vacation time may be carried over into the employee's next anniversary year upon receiving written permission from his department head and the Mayor. Carryover vacation time may be scheduled and taken by the employee in the vacation anniversary year into which it is carried over. If at the end of the vacation anniversary year an employee has vacation in excess of two (2) weeks which he has not sold or had an opportunity to use (because that opportunity was denied to him by the City, either because he was denied a reasonable opportunity to schedule vacation or because his scheduled vacation was canceled at the request of the City), he shall receive vacation pay (without time oft) for the unused vacation on the first day following the end of that vacation anniversary year.

Section 10.6. Vacation Sell Back. Any employee with more than one (1) week of vacation entitlement per year may sell a part of his vacation entitlement back to the City. Employees with two (2) or three (3) weeks of vacation may sell back one (1) week of vacation. Employees with four (4) weeks of vacation may sell back a maximum of two (2) weeks of vacation, in increments of no less than a week. Employees with five (5) weeks of vacation may sell back a maximum of three (3) weeks of vacation in increments of no less than a week.

An employee wishing to sell back vacation shall make a written request to his department head, with copies to Finance and Personnel, indicating his total annual vacation entitlement, the number of weeks he wishes to sell back, and the payday on which he desires to receive the sell-back vacation pay. Employees may not sell back vacation before it is earned or in increments of less than one (1) week. Vacation sell-back may be denied if the request is not in compliance with this Section and may be delayed if the request is too late to be processed in connection with the desired payroll period or if the City's cash flow situation requires a delay.

ARTICLE XI – SICK LEAVE

Section 11.1. Allowance. Sick leave shall be granted to an employee who contracts or incurs an illness or disability (other than on-the-job disability, except as provided below) which renders such employee unable to perform the duties of his employment or other work offered to the employee by the City. Sick leave also may be granted for the following additional purposes: a) emergency medical, dental or optical appointments; b) enforced quarantine of the employee in accordance with community health regulations; c) death in the immediate family; and d) sickness in the immediate family. "Immediate family" is defined as the employee's legal spouse, children, step-children, adopted children, parents, and parents of spouse, step-parents, or grandparents. Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities.

Section 11.2. Accumulation. Beginning the first full month of the term of this Agreement, employees shall accumulate sick leave at the rate of one eight (8) hour day per month.

Section 11.3. Notification. An employee shall notify his immediate supervisor or designee, or in their absence a Police Department dispatcher, of an illness in accordance with procedures in effect at that time as soon as possible, but not less than two (2) hours prior to the time the employee is scheduled to report for work. In order to protect confidentiality, the employee shall not be required to divulge to his supervisor the specific nature of any illness or disability.

The City may reasonably require medical evidence of an illness after twenty-four (24) hours (three (3) consecutive workdays) of absence from work and/or as otherwise set forth in this Section. The City shall establish job requirements to be used by the physician in determining fitness of employees to work or return to work. Where there is a documented pattern of absenteeism, regardless of the duration of the absence, the City may require the employee to report to a physician selected by the City to secure a medical certification of the illness and/or may require a medical certification of illness from the employee's physician. When an employee is required to provide medical certification from the City's physician, the costs of same shall be paid by the City.

Section 11.4. Abuse of Sick Leave. Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only as provided in Section 11.1. An employee on sick leave is required to act pursuant to reasonable instructions for care. Any employee who fails to meet the requirements of this Article, including failure to provide required medical documentation, abuses the sick leave program, including the performance of work or activities off duty that are prohibited or medically restricted while on duty. Any employee who files for sick days under false pretenses shall not receive pay and may be subject to disciplinary action.

Section 11.5. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (1/2) shift. Sick leave may be utilized only for the purposes specified in Section 11.1. Sick leave may not be used until after an employee has completed three (3) months of service. Sick leave shall be used in no less an increment than one-half (112) shift, unless the employee is already at work, in which case sick leave may be used in an increment of no less than two (2) hours where there is no significant disruption to existing work, or to work activities at the end of a shift or unless 24-hour notification has been given, except in emergency situations where a department head will not unreasonably deny the request for leave with less than 24-hours notice.

If an employee has accumulated 560 hours of sick leave credit and has not used the current year's sick leave credit, he may, at the end of each fiscal year, elect to be paid an amount equal to one half (1/2) of the unused sick leave credit for that year, and thereby reduce his accumulated sick leave to a maximum of 560 hours. If the employee makes such an election, one day shall be deducted from the employee's accumulated sick leave account for each one-half (1/2) day paid.

Section 11.6. Sick Pay. Sick leave shall be paid at the employee's regular, straight-time hourly rate of pay for eight (8) hours for each full regularly scheduled working day missed due to approved absence, and on an hourly basis for each full hour missed in the case of partial days of approved absence.

Section 11.7. On-the-Job Injury. The first three (3) days of an absence due to an on-the-job injury initially shall be charged to available sick leave, at the request of the employee. In the event that the employee receives statutory workers' compensation payments covering those three

(3) days, the employee shall sign over to the City that portion of his workers' compensation benefits that is attributable to those three (3) days, and the charged sick leave shall be re-credited to the employee's account.

Section 11.8. Pay for Accumulated Sick Days. An employee who resigns or retires (but not an employee who is terminated for just cause) shall be paid for unused sick leave days in effect on the first day of April immediately preceding his last day of active work for the City for all accrued and unused sick leave days accumulated as of his last day of active work for the City, up to a maximum of seventy (70) eight-hour days (maximum of 280 hours of pay) in accordance with the following rates: fifty percent (50%) of his regular daily rate of pay for the first thirty-five (35) days and twenty- five percent (25%) of his regular daily rate of pay for the second thirty-five days.

ARTICLE XII – ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The City may grant a leave of absence for up to one (1) year under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City may grant an extension of up to one (1) year, at the employee's request. The City shall set the terms and conditions of such leaves, including whether or not the leave is to be with pay. Application of this Section shall not be arbitrary, capricious, or discriminatory.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the department head or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the department head or his designee and it shall be in writing.

Section 12.3. Military Leave. Employees who enter the armed services of the United States shall be entitled to all the reemployment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who is a member of a reserve force of the Armed Forces of the United States, or State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence for the period of such activity and shall suffer no loss of seniority rights. During leaves for annual training, the employee shall continue to receive his regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a City employee minus the amount of base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training. For weekend military leave for employees regularly scheduled to work on weekends, the employee will be allowed the necessary time off with pay.

An employee who enters into the active service of the Armed Forces of the United States while in the service of the City shall be granted a leave of absence for the period of such service.

For employees who are members of the reserves or National Guard who are mobilized to active military duty as a result of an order of the President of the United States and/or Governor of the State, the City will provide compensation during such leave equivalent to the difference between the employee's regular pay and the total compensation received for the period of service, less any allowance for travel, lodging or food. The City agrees to maintain the medical insurance and coverage (single or family) in which the employee is enrolled when called to active duty.

Employees ordered to active duty will present their orders to their supervisor as a soon as possible, but not later than within seven (7) working days of receipt of such orders, and shall place their request for Active Military Service leave in writing. To the best of the ability of the employee and the City, the terms and conditions of such Active Military Service will be placed in writing prior to the employee leaving for active duty; if not possible, the information will be mailed to the employee's designated agent (spouse or other individual) and that person will be authorized by the employee to act on his behalf on those matters while the employee is on active duty. Employees discharged from the Armed Forces must report ready for assignment within ninety (90) days following discharge. The City shall have up to fourteen (14) days from the date of application to place such returning servicemen. Employees shall be credited with the

seniority which would have accumulated during the time spent in the Armed Forces. The City will continue to act in accordance with any federal or state enacted legislation which will supersede this section.

Section 12.4. Jury Leave. An employee required to report for jury duty (including service on a grand jury) shall be excused from work without loss of pay for jury duty which occurs on the employee's scheduled duty days and during the employee's scheduled duty hours. An employee shall immediately notify the department head or his designee as soon as he receive a notice to appear as a juror. In order for employees to receive compensation from the City for such jury duty, the employee must sign over to the City any compensation he receives for serving as a juror on days for which he was scheduled to be on duty. An employee shall report to work if he is dismissed from jury duty with four (4) hours or more remaining in his scheduled duty shift.

Section 12.5. Funeral Leave. In the event of a death in the immediate family, an employee may take three (3) consecutive work days off and receive regular straight-time pay. Additional sick leave time off may be granted by the department head or his designee if needed due to extensive travel or other extenuating circumstances. Such leave period ordinarily shall start the day after the employee learns of the death, unless the employee learns of the death while at work, in which case he may elect to begin funeral leave immediately. For purposes of this Section, "immediate family" shall be defined as in Section 11.1, except that, for purposes of attending a funeral only, "immediate family" shall also include brother, sister, brother-in-law, sister-in-law, and grandchildren. An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City.

Section 12.6. Family and Medical Leave Act ("FMLA") Leave. The City may adopt policies and procedures that are lawful under the Family and Medical Leave Act, including a policy requiring an employee to exhaust sick leave or other paid leave before being granted FMLA leave.

Section 12.7. Union Leave. (a) A leave of absence not to exceed thirty (30) consecutive days per year, without pay or other benefits (except for insurance continuation upon payment of the full premium cost of the coverage elected) but without loss of seniority, will be granted, upon a minimum of thirty (30) days' advance notice to and approval from the City, which approval will not be unreasonably withheld, to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement.

(b) Employees who are duly elected as delegates of the Union will be allowed time off, upon at least two (2) weeks' advance notice to and approval from supervision, which approval will not be unreasonably withheld, to attend Union state and national conferences, conventions, and stewards' training. Such time off shall be without pay but without loss of seniority or other benefits and may not exceed ten (10) workdays per employee per year. No more than one (1) employee per department or office will be allowed time off at the same time for the purposes specified in this subsection.

Section 12.8. Benefits While on Leave. (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued during the period of the leave. Upon return from leave under this Article, the City will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training are relatively equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During an approved unpaid leave of absence or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and, except as otherwise provided by law, arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

(d) An employee on a work-related injury or illness leave compensable under workers' compensation shall be entitled to such benefit accrual and insurance continuation rights and privileges as are provided by applicable law.

Section 12.9. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, if such outside employment would be in conflict with the maintenance of employment with the City. A conflict may arise, illustratively, if: a) the hours of such outside employment overlap the hours that the employee would have been working for the City were he not on leave; b) the type or nature of the outside employment is inconsistent or competitive with the employee's City job; or c) the outside employment is inconsistent with medical advice or a program of rehabilitation. Employees who engage in employment elsewhere in violation of this Section during such leave may immediately be terminated by the City. In order to insure compliance with this outside Section, an employee should give written notice to his department head and the Personnel Department of any outside employment (including self-employment) in which he plans to be engaged during the leave of absence and should receive his department head's approval of that outside employment before actually engaging in it. The employee may be required to provide information as to the kind and nature of the contemplated outside employment, including a description of the duties involved, and may also be required to obtain a doctor's certificate indicating that the contemplated outside employment is not in conflict with medical advice or a program of rehabilitation, before approval of such outside employment will be given.

Section 12.10. Education Leave- School Conference. An employee is entitled to leave up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. Administrative procedures for implementing said leave; include the allowance that leave may be taken/utilized by an employee based on the available balance of an individual employee's accrued vacation and/or compensatory time.

Before arranging attendance at the conference or activity, the employee shall provide the employer with a request for time off (RTO) at least seven (7) days in advance; unless in the case of an emergency. Requests may be denied to avoid undue disruption of daily operations.

ARTICLE XIII – WAGES

Section 13.1. Pay Schedule Administration. Employees in the bargaining unit on the date of ratification of this Agreement shall be placed on the Pay Schedule as indicated on Appendix B, which is attached hereto and made a part of this Agreement. Thereafter, from and after May 1, 2014, movement through the steps within a classification shall be one step per year on an anniversary date basis contingent in each case upon satisfactory performance by the employee as reflected in his most recent performance evaluation. Increases in the salary schedule effective May 1, 2015 shall be as indicated on Appendix C, increases on the salary schedule effective May 1, 2016 shall be indicated on Appendix D, and increases on the salary schedule effective November 30, 2016 shall be as indicated on Appendix E.

An employee hired or transferred into the bargaining unit following the date of execution of this Agreement shall normally be placed at the entry level step of the classification into which he is hired or transferred; provided, that if the City needs to place such an employee in a higher step for market reasons, it may do so upon prior notification and provision of the reasons therefore to the Union.

In addition, those bargaining unit employees who had seven or more years of service as of May 1, 2014, shall upon ratification of this contract (May 1, 2014 - April 30, 2017) receive a one-time payment in the amount of $350.00, which will not be considered part of their base salary.

ARTICLE XIV – INSURANCE

Section 14.1. Coverage. The City shall continue to make available to non-retired employees and their dependents group health and hospitalization insurance and benefits as existed prior to the signing of this Agreement, so long as they are commercially available and in compliance with law, and so long as the coverage will not result in the imposition of an excise tax for high-

cost coverage ("Cadillac Tax") under the Affordable Care Act or any similar state or federal legislation. Further, the City will continue to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement, so long as it is commercially available and in compliance with law. Employees who retire with a minimum of twenty (20) years' full-time service to the City and who are at least fifty-five (55) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the City's health insurance plan, so long as the terms of that plan continue to permit such participation as required by law. The City reserves the right to change health insurance carriers, health maintenance organizations or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially the same as those provided to the City's non-union and supervisory personnel. The City may also change plan benefits and/or carriers to avoid or minimize the imposition of a Cadillac Tax. The City will not choose a plan that results in the imposition of such a tax in order to avoid insurance coverage under this Article.

Section 14.2. Cost. The City will continue to pay one-hundred percent (100%) of the cost of the premiums for full-time employees' individual and seventy-five (75%) of the cost of full-time employees' dependent group health and hospitalization insurance for employees who elect coverage under the HMO Option of the City Plan. For employees who elect coverage under the PPO Option, the City will pay eighty-three percent (83%) of the premium cost for individual and seventy-five percent (75%) of the premium cost for dependent coverage, and the employee will pay the balance of the premium for individual and dependent coverage. If the City is required to pay a "Cadillac Tax" under the Affordable Care Act or any similar state or federal legislation for any coverage option, then the employee's monthly insurance contributions will be increased as agreed to by the parties pursuant to reopener negotiations. Any such negotiations shall be limited to the provisions of this Section 14.2 of the CBA. The employee's portion of premiums will be deducted from their paychecks.

Section 14.3. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains

substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition of weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 14.4. Life Insurance. The City shall provide, at no cost to the employee, group term life insurance coverage on the employee's own life in the amount of twenty-five thousand dollars ($25,000.00).

Section 14.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 14.6. IRC Section 125 Plan. The City has an IRC Section 125 Plan whereby employees are able to pay for their share of group insurance premiums (and other medical costs) with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XV – TUITION EXPENSE REIMBURSEMENT

Section 15.1. Reimbursement Procedures. The following procedures shall apply to the reimbursement of employee tuition expense:

A. Mandatory training and educational tuition expenses which are necessary to remain employed will be reimbursed in full to include tuition, books, periodicals, lodging, mileage and food.

B. The cost of continuing education and training which is not job-related and not mandatory to employment with the City will not be reimbursed.

C. The tuition costs of continuing education and training which are job-related will be reimbursed as follows:

1. The employee must be employed by the City at least one (I) year prior to enrollment to be eligible for educational reimbursement.

2. The amount of continuing education expense reimbursed each year is subject to the following limitations:

(a) limit of one hundred dollars ($100) per year per employee;

(b) over one hundred dollars ($100) per year must be approved in writing by the Administrator;

(c) continuing education must be scheduled on the employee's own time and not conflict with regularly scheduled work hours unless otherwise approved in writing by the employee's Department Head.

Section 15.2. Qualifications for Reimbursement. All employees requesting reimbursement of educational tuition expenses must qualify as follows:

A. All educational tuition reimbursements must be approved prior to enrollment by the Administrator, after first being approved by the Department Head. Such approval may be granted or denied at the absolute discretion of the City and such decision shall not be subject to review under the grievance procedure.

B. The employee must sign a consent agreement to remain employed by the City at least two (2) years after receiving educational expenses or the employee must reimburse the City for educational expenses received during the last two (2) years.

C. Advance payment by the City should be discouraged, but can be approved under one hundred dollars ($100) by the Department Head or over one hundred dollars ($100) by the Administrator.

D. Where advance payment is not a factor, reimbursement will be made upon submission of transcript of passing grade of "C" or better or any other evidence, such as a certificate indicating the employee has successfully completed an educational or training program. No reimbursement will be made for failure to pass the course or program.

Section 15.3. CDL Reimbursement. The City will reimburse such employees who are required to have a valid Illinois CDL license for twenty-five percent (25%) of the cost charged by the State of Illinois for the next regular statutory renewal fees of the employee's CDL license.

ARTICLE XVI – GENERAL PROVISIONS

Section 16.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 16.2. No Discrimination. The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, sexual preference, marital status, disability or handicap, or activity for or against the Union.

Section 16.3. Job Posting. If a vacancy occurs in a job classification within the bargaining unit and the City decides to fill the vacancy, such classification vacancy shall be posted for five (5) working days, except as provided in Section 5.4(d). The posted notice shall set forth the required knowledge, skills, experience and ability required for the classification. Employees may submit applications for the classification in the manner provided for by the City. When their respective qualifications are otherwise relatively equal, preference shall be given to an employee seeking to fill the classification from within the bargaining unit over an applicant who applies for the classification from outside the bargaining unit. Promotion from one position to another will be based on seniority, evaluations and experience in performing the work required in the promotion position. "Experience" as used herein shall not include time spent by a

temporary employee (a non-bargaining unit employee) where such temporary service was at the sole discretion of the City.

In evaluating the qualifications of an employee in the bargaining unit, the City shall consider the extent to which, if at all, the employee has been trained for the classification, has held a position within the classification on a permanent or temporary basis, and/or has volunteered for or been assigned to perform duties within that classification while holding another classification. However, if a permanent employee applies for a job vacancy and is fully qualified and acceptable to the City, then the City will award that job to such permanent employee over a temporary employee seeking the same position.

An applicant shall be notified in writing of his appointment or non-appointment to the classification for which he applied. An applicant who is not selected for a classification pursuant to the job posting procedure may, within five (5) days of receiving notification of his non-appointment, submit a written request for disclosure of the reason(s) for non-appointment. The City shall provide such reason(s) in writing within five (5) days of receiving such request.

An employee who is promoted and who does not perform his new responsibilities in a satisfactory manner may be returned by management to his prior job classification within thirty (30) days, provided that this provision shall not prevent the City from demoting or taking disciplinary action against the employee at any time for violation of rules or misconduct.

Section 16.4. Temporary Transfers. The City may transfer an employee from one classification to another for purposes of training or serving as a temporary replacement due to the absence of the incumbent, or pending the permanent filling of a vacancy by job posting, permanent transfer, or hire. Any employee assigned to perform all of the duties of and accept all the responsibilities associated with a higher rate of pay of the two (2) positions shall immediately receive the higher rate of pay at the onset of being assigned the duties, beginning the second (2nd) consecutive day.

In interpreting this Section, it is understood that a transfer, whether permanent or temporary, involves a change in the employee's principle duties. An employee who is assigned to perform some duties or tasks normally associated with another classification has not been transferred if such assignment does not involve a change in principal duties

Any employee assigned in writing to serve as an acting supervisor in charge of a department or section for the entire shift (or longer) shall receive a thirty dollar ($30.00) premium payment for service on each such shift.

Section 16.5. Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, which the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City.

Section 16.6. Labor-Management Meetings. The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings will be held, upon request of either party, on a quarterly basis or at other times as mutually agreed at places mutually agreed upon, between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

(a) discussion on the implementation and general administration of this Agreement;

(b) a sharing of general information of interest to the parties, including a discussion of new or modified equipment or work procedures;

(c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.

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

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings outside of the employee's regular working hours shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

Section 16.7. Drug and Alcohol Testing. The City's drug and alcohol policy, as adopted by the City Council, shall be administered in compliance with the drug and alcohol testing policy and procedures set forth in Appendix F to this Agreement.

Effective January 1, 1996, bargaining unit employees in positions which are subject to drug and alcohol testing regulations of the Omnibus Transportation Employee Testing Act of 1991 shall submit to testing as mandated by the Act. The City agrees to comply with the regulations regarding testing procedures set forth in the Act. Disciplinary action for non-probationary employees who test positive for drugs and/or alcohol under the mandated testing program shall be in accordance with the policy set forth in Appendix F, Section 9 of this Agreement, unless otherwise required by law.

Section 16.8. Bulletin Boards. The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices concerning the bargaining unit. Copies of any such posting shall be submitted to the Personnel Department. There shall be no distribution or posting by employees of advertising material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 16.9. Health and Safety. The City has in place an Accident Review Board I Safety Committee Program which will be observed by management and employees alike. In order to ensure compliance with applicable health and safety laws, operations, and duty procedures; as well as health and safety policies and procedures adopted by the City. In order to ensure general understanding; the City will ensure departmental on-boarding training is provided to new hires and annual equipment and training to employees. Employees are encouraged to report safety hazards and violations to their departmental safety representative. If prompt and appropriate action is not then forthcoming, the employee is encouraged to report the matter directly to the City's appointed Safety Officer. The City will not retaliate against any employee for reporting a health or safety matter to the departmental safety representative, the City Safety Officer, or the City's Accident Review/Safety Committee.

So that there will be no misunderstanding, it is the City's policy that no employee is required to operate unsafe equipment or work in an unsafe or unhealthful environment. The City

Safety Officer is empowered to discontinue all or part of a job or to take a piece of equipment out of service in order to assure that safe operations are maintained.

The Union shall have the right to appoint two (2) representatives to the City's Accident Review I Safety Committee. The Committee has the right and obligation to address health and safety issues brought to its attention, to recommend changes in the City's Accident Review/Safety Program, and to recommend actions and procedures necessary to the maintenance of safe and healthful working conditions for City employees. Bargaining Unit employees whom believe that they have not received the proper training to perform a job function or provided with Standard Operating Procedures (SOP's) to conduct the work properly may bring the issue to the Union Representative and Human Resources.

Section 16.10. Personnel Files. Upon written request to the City's Personnel Department, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and the Department. Copies of materials in an employee's personnel file shall be provided to the employee upon request and upon payment of a reasonable (not to exceed 10¢ per page) copying charge. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 16.11. Safety Clothing and Shoe Allowance. The City in the exercise of its discretion determines that certain unique safety clothing and/or footwear are required to be worn by identified bargaining unit employee's, and the City shall bear the cost of the purchase and replacement of such unique safety clothing and/or footwear. In an effort to streamline this allowance; the City will ensure that each identified bargaining unit employee will be entitled to eleven (11) uniforms and one pair of shoes. During the course of the year, uniform and/or shoe replacements may be required and will be provided per the employee's written request to their Department Head, who shall determine in his or her discretion if a replacement is necessary. At no time will the Employer exceed eleven (11) complete sets of uniforms. Additionally, for employees who are required to work in inclement weather conditions, the City will provide, at no cost to the employee, one (1) winter coat, one (1) pair of thermal insulated gloves, one (1) pair of Carhartt coveralls, and one (1) pair of cold weather shoes or boots. Such cold-weather gear shall be replaced upon the employee's written request to the Department Head, who shall determine in

his or her discretion if a replacement is necessary. Such requests shall not be unreasonably denied.

Section 16.12. Tool Allowance. Except for employees in the classification in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner. Employees in the following classifications shall receive an annual tool allowance of $400.00 for each twelve month period of the contract, in recognition of the obligation of these employees to supply their own tools:

A. Assistant Mechanic

B. Auto Mechanic

C. Auto Service Technician

D. Head Mechanic

E. Sr. Water Plant Head Mechanic

Tool allowance monies shall be allocated to employees up to the applicable yearly maximum amount specified in this section, upon presentation of receipts evidencing the purchase of approved tools. In the event of fire, major accident or theft- not involving negligence of the employee, the City will replace the tools which are damaged or stolen with tools of comparable quality.

There will be no carryover of non-reimbursed funds and all equipment must be approved before the purchase by the department head or designee, with reimbursement made upon presentation of the appropriate receipt(s). The City reserves the right to discontinue this reimbursement policy at any time and instead to provide all the necessary tools to mechanics and employees covered by this Agreement.

Section 16.13. Radios and Cell Phones. Personal cell phones shall not be used on City premises or the Employer's work sites, except during non-work hours, during approved lunch periods, or in an emergency or for official City business. The City will provide employees with City-purchased cell phones, radios or other communication device(s) deemed appropriate by the City for those employees the City determines require such communication tools to perform their work duties. In addition, the City will arrange for radio communication in the dispatch center during overnight working hours.

Section 16.14. Drivers License. An employee must notify his supervisor of the suspension or revocation of his state drivers' license immediately upon such suspension or revocation. Failure to notify the supervisor of the suspension or revocation of an employee's drivers' license may result in immediate disciplinary action of the employee, up to and including discharge.

Section 16.15. Residency. Employees covered under this contract must live within ten (10) miles of Fire Stations #1 or #2, whichever is more. Distance shall be judged by drawing a circle on a map using a radius often (10) miles.

Section 16.16. Temporary Employees. The City of North Chicago continues to operate in a lean environment seeking to provide a high level of customer service as well as remain operationally efficient. As a result, the City shall not customarily or ordinarily hire temporary employees except in cases of emergency; and the situation requires immediate intervention. Temporary employees will not be hired to replace bargaining unit employees on a permanent basis. If the City hires a temporary employee due to an emergent situation and he/she performs bargaining unit work, the temporary employee shall not perform such duties for more than 120 days. Beyond the 120 day timeframe, the temporary employee may submit for the position based upon the established recruitment process as illustrated in Section 16.3- Job Postings.

ARTICLE XVII – EMPLOYEE RESPECT, DIGNITY AND PRIVACY

Section 17.1. Video and GPS Surveillance. The City of North Chicago has the right to install video cameras in the various departments, which may record the criminal activities of departmental employees in the area, including bargaining unit and non-bargaining unit personnel, where bargaining unit members are regularly present, so long as prior notice is given to the Union and to affected employees. In the event the City decides to use such video(s) for disciplinary purposes for criminal activity, the Union shall, upon request, be allowed to view the video(s) and make a copy at its expense. Unauthorized use of video cameras will be cause for discipline, up to and including discharge.

The City of North Chicago also has the right to install GPS monitoring devices in City vehicles for the purpose of monitoring the location, speed, and idle times of City vehicles. No discipline shall be administered based solely on the information gathered from GPS monitoring devices. GPS monitoring devices shall not be used for a discriminatory or retaliatory purpose.

Section 17.2. Illinois Human Rights Act. Under the Illinois Human Rights Act, members of the bargaining unit are, to the extent required by the Act, entitled to exist and work in a hostile-free work environment; that is, an environment that promotes optimum employee productivity and implements career advancement and encourages ongoing training as required. Any violation of this Article shall be reviewable through Step 3 (Mayor's Office) of the grievance procedure, but not beyond.

ARTICLE XVIII – SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect except as otherwise specifically provided herein.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XIX – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, except for the wage reopener described in the following paragraph. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

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 or ordinance 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. Therefore, 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, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the City may unilaterally exercise any management rights consistent with Article III even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement. The Union specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

ARTICLE XX – <u>TERMINATION</u>

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, 2017. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2014

CITY OF NORTH CHICAGO: SEIU LOCAL 73:

APPENDIX A

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, AFL-CIO

940 West Adams, Suite 200 • Chicago, IL 60607 • (312) 432-1400

APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

I hereby request and accept membership in LOCAL No. 73, Service Employees International Union, and authority it to represent me and to negotiate and conclude agreements as to wages, hours and other terms and conditions of employment.

I authorize and direct my Employer, _____ , to deduct from wages each month as provided by the Agreement between the Union and said Employer the monthly dues and initiation fees which may be charged by the Union in order to maintain my membership in good standing.

This authorization shall be irrevocable for a period of one (1) year from the date of its execution or the termination date of the collective bargaining agreement, whichever occurs sooner. Thereafter, unless this Authorization is revoked by me by notice to my Employer and my Union, this Authorization shall remain in full force and effect until the expiration of the collective bargaining agreement and thereafter, during successive collective bargaining agreements.

_____

FULL NAME ADDRESS ZIP

_____

HOME PHONE NO. SOC. SEC. NO. DATE OF BIRTH

_____

DATE OF HIRE CLASSIFICATION WAGE RATE

_____

JOB TITLE EMPLOYER'S NAME PLACE OF EMPLOYMENT

_____

Signed this _____day of _____,20_____

_____ _____

FOR THE UNION EMPLOYEE'S SIGNATURE

SEIU Salary Schedule - Appendix B
May 1, 2014 through April 30, 2015

CLASSIFICATION	Grade	5/1/2014 Step 1	5/1/2014 Step 2	5/1/2014 Step 3	5/1/2014 Step 4	5/1/2014 Step 5	5/1/2014 Step 6	5/1/2014 Step 7	5/1/2014 Step 8	5/1/2014 Step 9	5/1/2014 Step 10	5/1/2014 Step 11	5/1/2014 Step 12
Sr. Microbiologist	11	$ 63,448	$ 64,728	$ 66,008	$ 67,288	$ 68,571	$ 69,851	$ 71,131	$ 72,412	$ 73,692	$ 74,973	$ 75,555	$ 76,235
Microbiologist	10	$ 59,464	$ 60,422	$ 61,375	$ 62,333	$ 63,765	$ 65,200	$ 66,635	$ 68,050	$ 69,504	$ 70,937	$ 71,520	$ 72,199
Sr. Meter Software Billing Spec.	10	$ 59,464	$ 60,422	$ 61,375	$ 62,333	$ 63,765	$ 65,200	$ 66,635	$ 68,050	$ 69,504	$ 70,937	$ 71,520	$ 72,165
Assistant Microbiologist	9	$ 55,639	$ 56,597	$ 57,552	$ 58,508	$ 59,945	$ 61,375	$ 62,813	$ 64,243	$ 65,681	$ 67,112	$ 67,693	$ 68,373
Sr. Water Plant Head Mechanic	9	$ 55,639	$ 56,597	$ 57,552	$ 58,508	$ 59,945	$ 61,375	$ 62,813	$ 64,243	$ 65,681	$ 67,112	$ 67,693	$ 68,373
Sr. Water Plant Operator	9	$ 55,639	$ 56,597	$ 57,552	$ 58,508	$ 59,945	$ 61,375	$ 62,813	$ 64,243	$ 65,681	$ 67,112	$ 67,693	$ 68,373
Water Distribution Lead	8	$ 53,727	$ 54,685	$ 55,639	$ 56,597	$ 58,028	$ 59,464	$ 60,897	$ 62,333	$ 63,765	$ 64,719	$ 65,302	$ 65,981
Water Plant Operator A	8	$ 53,727	$ 54,685	$ 55,639	$ 56,597	$ 58,028	$ 59,464	$ 60,897	$ 62,333	$ 63,765	$ 64,719	$ 65,302	$ 65,981
Sr. Water / Sewer Maintenance	8	$ 53,727	$ 54,685	$ 55,639	$ 56,597	$ 58,028	$ 59,464	$ 60,897	$ 62,333	$ 63,765	$ 64,719	$ 65,302	$ 65,981
Water Plant Operator B	7	$ 49,904	$ 50,860	$ 51,817	$ 52,775	$ 54,208	$ 55,639	$ 57,076	$ 58,508	$ 59,945	$ 61,375	$ 61,959	$ 62,638
Head Mechanic	7	$ 49,904	$ 50,860	$ 51,817	$ 52,775	$ 54,208	$ 55,639	$ 57,076	$ 58,508	$ 59,945	$ 61,375	$ 61,959	$ 62,638
Building Code Enforcer	7	$ 49,904	$ 50,860	$ 51,817	$ 52,775	$ 54,208	$ 55,639	$ 57,076	$ 58,508	$ 59,945	$ 61,375	$ 61,959	$ 62,638
Water Plant Operator C	6	$ 44,169	$ 45,124	$ 46,080	$ 47,037	$ 48,470	$ 49,904	$ 51,339	$ 52,772	$ 54,208	$ 55,639	$ 56,222	$ 56,901
Auto Mechanic	6	$ 44,169	$ 45,124	$ 46,080	$ 47,037	$ 48,470	$ 49,904	$ 51,339	$ 52,772	$ 54,208	$ 55,639	$ 56,222	$ 56,901
Crew Leader I	6	$ 44,169	$ 45,124	$ 46,080	$ 47,037	$ 48,470	$ 49,904	$ 51,339	$ 52,772	$ 54,208	$ 55,639	$ 56,222	$ 56,901
Water / Sewer Maintenance Assist.	5	$ 40,342	$ 41,299	$ 42,256	$ 43,212	$ 44,647	$ 46,080	$ 47,516	$ 48,949	$ 50,384	$ 51,817	$ 52,399	$ 53,079
Water Plant Maintenance	5	$ 40,342	$ 41,299	$ 42,256	$ 43,212	$ 44,647	$ 46,080	$ 47,516	$ 48,949	$ 50,384	$ 51,817	$ 52,399	$ 53,079
Meter Technician II	5	$ 40,342	$ 41,299	$ 42,256	$ 43,212	$ 44,647	$ 46,080	$ 47,516	$ 48,949	$ 50,384	$ 51,817	$ 52,399	$ 53,079
Collector / Adjustor	5	$ 40,342	$ 41,299	$ 42,256	$ 43,212	$ 44,647	$ 46,080	$ 47,516	$ 48,949	$ 50,384	$ 51,817	$ 52,399	$ 53,079
Water / Sewer Worker	4	$ 36,522	$ 37,477	$ 38,431	$ 39,389	$ 40,824	$ 42,256	$ 43,689	$ 45,124	$ 46,558	$ 47,991	$ 48,574	$ 49,253
Street Maintenance II	4	$ 36,522	$ 37,477	$ 38,431	$ 39,389	$ 40,824	$ 42,256	$ 43,689	$ 45,124	$ 46,558	$ 47,991	$ 48,574	$ 49,253
Assistant Mechanic	4	$ 36,522	$ 37,477	$ 38,431	$ 39,389	$ 40,824	$ 42,256	$ 43,689	$ 45,124	$ 46,558	$ 47,991	$ 48,574	$ 49,253
Water Plant Operator Meter Technician	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Animal Control Officer	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Street Maintenance II	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Sanitary Engineer	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Tool Room Attendant	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Data Technician II	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Collector	3	$ 34,610	$ 35,563	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 46,080	$ 46,663	$ 47,342
Auto Service Technician	2	$ 33,671	$ 34,610	$ 34,822	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 45,231	$ 45,910
Building Grounds Maintenance	2	$ 33,651	$ 34,610	$ 34,822	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 45,231	$ 45,910
Data Technician II	2	$ 33,651	$ 34,610	$ 34,822	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 45,231	$ 45,910
Clerk Typist	2	$ 33,651	$ 34,610	$ 34,822	$ 36,522	$ 37,477	$ 38,910	$ 40,342	$ 41,779	$ 43,212	$ 44,647	$ 45,231	$ 45,910

SEIU Salary Schedule - Appendix C
May 1, 2015 through April 30, 2016

CLASSIFICATION	Grade	5/1/2015 Step 1	5/1/2015 Step 2	5/1/2015 Step 3	5/1/2015 Step 4	5/1/2015 Step 5	5/1/2015 Step 6	5/1/2015 Step 7	5/1/2015 Step 8	5/1/2015 Step 9	5/1/2015 Step 10	5/1/2015 Step 11	5/1/2015 Step 12
Sr. Microbiologist	11	$ 64,717	$ 66,023	$ 67,328	$ 68,634	$ 69,942	$ 71,248	$ 72,553	$ 73,860	$ 75,166	$ 76,473	$ 77,067	$ 77,759
Microbiologist	10	$ 60,653	$ 61,630	$ 62,603	$ 63,580	$ 65,041	$ 66,504	$ 67,967	$ 69,411	$ 70,894	$ 72,356	$ 72,951	$ 73,643
Sr. Meter Software Billing Spec.	10	$ 60,653	$ 61,630	$ 62,603	$ 63,580	$ 65,041	$ 66,504	$ 67,967	$ 69,411	$ 70,894	$ 72,356	$ 72,951	$ 73,608
Assistant Microbiologist	9	$ 56,752	$ 57,729	$ 58,704	$ 59,678	$ 61,144	$ 62,603	$ 64,069	$ 65,528	$ 66,994	$ 68,454	$ 69,047	$ 69,740
Sr. Water Plant Head Mechanic	9	$ 56,752	$ 57,729	$ 58,704	$ 59,678	$ 61,144	$ 62,603	$ 64,069	$ 65,528	$ 66,994	$ 68,454	$ 69,047	$ 69,740
Sr. Water Plant Operator	9	$ 56,752	$ 57,729	$ 58,704	$ 59,678	$ 61,144	$ 62,603	$ 64,069	$ 65,528	$ 66,994	$ 68,454	$ 69,047	$ 69,740
Water Distribution Lead	8	$ 54,802	$ 55,779	$ 56,752	$ 57,729	$ 59,188	$ 60,653	$ 62,115	$ 63,580	$ 65,041	$ 66,013	$ 66,608	$ 67,300
Water Plant Operator A	8	$ 54,802	$ 55,779	$ 56,752	$ 57,729	$ 59,188	$ 60,653	$ 62,115	$ 63,580	$ 65,041	$ 66,013	$ 66,608	$ 67,300
Sr. Water / Sewer Maintenance	8	$ 54,802	$ 55,779	$ 56,752	$ 57,729	$ 59,188	$ 60,653	$ 62,115	$ 63,580	$ 65,041	$ 66,013	$ 66,608	$ 67,300
Water Plant Operator B	7	$ 50,902	$ 51,877	$ 52,853	$ 53,830	$ 55,292	$ 56,752	$ 58,218	$ 59,678	$ 61,144	$ 62,603	$ 63,198	$ 63,891
Head Mechanic	7	$ 50,902	$ 51,877	$ 52,853	$ 53,830	$ 55,292	$ 56,752	$ 58,218	$ 59,678	$ 61,144	$ 62,603	$ 63,198	$ 63,891
Building Code Enforcer	7	$ 50,902	$ 51,877	$ 52,853	$ 53,830	$ 55,292	$ 56,752	$ 58,218	$ 59,678	$ 61,144	$ 62,603	$ 63,198	$ 63,891
Water Plant Operator C	6	$ 45,052	$ 46,026	$ 47,001	$ 47,978	$ 49,440	$ 50,902	$ 52,365	$ 53,827	$ 55,292	$ 56,752	$ 57,347	$ 58,039
Auto Mechanic	6	$ 45,052	$ 46,026	$ 47,001	$ 47,978	$ 49,440	$ 50,902	$ 52,365	$ 53,827	$ 55,292	$ 56,752	$ 57,347	$ 58,039
Crew Leader I	6	$ 45,052	$ 46,026	$ 47,001	$ 47,978	$ 49,440	$ 50,902	$ 52,365	$ 53,827	$ 55,292	$ 56,752	$ 57,347	$ 58,039
Water / Sewer Maintenance Assist.	5	$ 41,149	$ 42,125	$ 43,101	$ 44,077	$ 45,540	$ 47,001	$ 48,466	$ 49,928	$ 51,392	$ 52,853	$ 53,447	$ 54,140
Water Plant Maintenance	5	$ 41,149	$ 42,125	$ 43,101	$ 44,077	$ 45,540	$ 47,001	$ 48,466	$ 49,928	$ 51,392	$ 52,853	$ 53,447	$ 54,140
Meter Technician II	5	$ 41,149	$ 42,125	$ 43,101	$ 44,077	$ 45,540	$ 47,001	$ 48,466	$ 49,928	$ 51,392	$ 52,853	$ 53,447	$ 54,140
Collector / Adjustor	5	$ 41,149	$ 42,125	$ 43,101	$ 44,077	$ 45,540	$ 47,001	$ 48,466	$ 49,928	$ 51,392	$ 52,853	$ 53,447	$ 54,140
Water / Sewer Worker	4	$ 37,253	$ 38,226	$ 39,199	$ 40,177	$ 41,641	$ 43,101	$ 44,562	$ 46,026	$ 47,489	$ 48,951	$ 49,546	$ 50,238
Street Maintenance II	4	$ 37,253	$ 38,226	$ 39,199	$ 40,177	$ 41,641	$ 43,101	$ 44,562	$ 46,026	$ 47,489	$ 48,951	$ 49,546	$ 50,238
Assistant Mechanic	4	$ 37,253	$ 38,226	$ 39,199	$ 40,177	$ 41,641	$ 43,101	$ 44,562	$ 46,026	$ 47,489	$ 48,951	$ 49,546	$ 50,238
Water Plant Operator Meter Technician	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Animal Control Officer	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Street Maintenance II	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Sanitary Engineer	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Tool Room Attendant	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Data Technician II	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Collector	3	$ 35,302	$ 36,275	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 47,001	$ 47,596	$ 48,289
Auto Service Technician	2	$ 34,345	$ 35,302	$ 35,518	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 46,135	$ 46,828
Building Grounds Maintenance	2	$ 34,324	$ 35,302	$ 35,518	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 46,135	$ 46,828
Data Technician II	2	$ 34,324	$ 35,302	$ 35,518	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 46,135	$ 46,828
Clerk Typist	2	$ 34,324	$ 35,302	$ 35,518	$ 37,253	$ 38,226	$ 39,688	$ 41,149	$ 42,615	$ 44,077	$ 45,540	$ 46,135	$ 46,828

SEIU Salary Schedule - Appendix D
May 1, 2016 through November 29, 2016

CLASSIFICATION	Grade	5/1/2016 Step 1	5/1/2016 Step 2	5/1/2016 Step 3	5/1/2016 Step 4	5/1/2016 Step 5	5/1/2016 Step 6	5/1/2016 Step 7	5/1/2016 Step 8	5/1/2016 Step 9	5/1/2016 Step 10	5/1/2016 Step 11	5/1/2016 Step 12
Sr. Microbiologist	11	$ 66,011	$ 67,343	$ 68,675	$ 70,007	$ 71,341	$ 72,673	$ 74,004	$ 75,337	$ 76,669	$ 78,002	$ 78,608	$ 79,315
Microbiologist	10	$ 61,866	$ 62,863	$ 63,855	$ 64,851	$ 66,341	$ 67,835	$ 69,327	$ 70,800	$ 72,312	$ 73,803	$ 74,410	$ 75,115
Sr. Meter Software Billing Spec.	10	$ 61,866	$ 62,863	$ 63,855	$ 64,851	$ 66,341	$ 67,835	$ 69,327	$ 70,800	$ 72,312	$ 73,803	$ 74,410	$ 75,080
Assistant Microbiologist	9	$ 57,887	$ 58,883	$ 59,878	$ 60,872	$ 62,367	$ 63,855	$ 65,350	$ 66,838	$ 68,334	$ 69,823	$ 70,428	$ 71,135
Sr. Water Plant Head Mechanic	9	$ 57,887	$ 58,883	$ 59,878	$ 60,872	$ 62,367	$ 63,855	$ 65,350	$ 66,838	$ 68,334	$ 69,823	$ 70,428	$ 71,135
Sr. Water Plant Operator	9	$ 57,887	$ 58,883	$ 59,878	$ 60,872	$ 62,367	$ 63,855	$ 65,350	$ 66,838	$ 68,334	$ 69,823	$ 70,428	$ 71,135
Water Distribution Lead	8	$ 55,898	$ 56,895	$ 57,887	$ 58,883	$ 60,372	$ 61,866	$ 63,357	$ 64,851	$ 66,341	$ 67,334	$ 67,941	$ 68,646
Water Plant Operator A	8	$ 55,898	$ 56,895	$ 57,887	$ 58,883	$ 60,372	$ 61,866	$ 63,357	$ 64,851	$ 66,341	$ 67,334	$ 67,941	$ 68,646
Sr. Water / Sewer Maintenance	8	$ 55,898	$ 56,895	$ 57,887	$ 58,883	$ 60,372	$ 61,866	$ 63,357	$ 64,851	$ 66,341	$ 67,334	$ 67,941	$ 68,646
Water Plant Operator B	7	$ 51,920	$ 52,915	$ 53,910	$ 54,907	$ 56,398	$ 57,887	$ 59,382	$ 60,872	$ 62,367	$ 63,855	$ 64,462	$ 65,169
Head Mechanic	7	$ 51,920	$ 52,915	$ 53,910	$ 54,907	$ 56,398	$ 57,887	$ 59,382	$ 60,872	$ 62,367	$ 63,855	$ 64,462	$ 65,169
Building Code Enforcer	7	$ 51,920	$ 52,915	$ 53,910	$ 54,907	$ 56,398	$ 57,887	$ 59,382	$ 60,872	$ 62,367	$ 63,855	$ 64,462	$ 65,169
Water Plant Operator C	6	$ 45,953	$ 46,947	$ 47,941	$ 48,938	$ 50,429	$ 51,920	$ 53,413	$ 54,904	$ 56,398	$ 57,887	$ 58,494	$ 59,199
Auto Mechanic	6	$ 45,953	$ 46,947	$ 47,941	$ 48,938	$ 50,429	$ 51,920	$ 53,413	$ 54,904	$ 56,398	$ 57,887	$ 58,494	$ 59,199
Crew Leader I	6	$ 45,953	$ 46,947	$ 47,941	$ 48,938	$ 50,429	$ 51,920	$ 53,413	$ 54,904	$ 56,398	$ 57,887	$ 58,494	$ 59,199
Water / Sewer Maintenance Assist.	5	$ 41,972	$ 42,967	$ 43,963	$ 44,958	$ 46,451	$ 47,941	$ 49,435	$ 50,926	$ 52,419	$ 53,910	$ 54,516	$ 55,223
Water Plant Maintenance	5	$ 41,972	$ 42,967	$ 43,963	$ 44,958	$ 46,451	$ 47,941	$ 49,435	$ 50,926	$ 52,419	$ 53,910	$ 54,516	$ 55,223
Meter Technician II	5	$ 41,972	$ 42,967	$ 43,963	$ 44,958	$ 46,451	$ 47,941	$ 49,435	$ 50,926	$ 52,419	$ 53,910	$ 54,516	$ 55,223
Collector / Adjustor	5	$ 41,972	$ 42,967	$ 43,963	$ 44,958	$ 46,451	$ 47,941	$ 49,435	$ 50,926	$ 52,419	$ 53,910	$ 54,516	$ 55,223
Water / Sewer Worker	4	$ 37,998	$ 38,991	$ 39,983	$ 40,981	$ 42,474	$ 43,963	$ 45,454	$ 46,947	$ 48,439	$ 49,930	$ 50,537	$ 51,243
Street Maintenance II	4	$ 37,998	$ 38,991	$ 39,983	$ 40,981	$ 42,474	$ 43,963	$ 45,454	$ 46,947	$ 48,439	$ 49,930	$ 50,537	$ 51,243
Assistant Mechanic	4	$ 37,998	$ 38,991	$ 39,983	$ 40,981	$ 42,474	$ 43,963	$ 45,454	$ 46,947	$ 48,439	$ 49,930	$ 50,537	$ 51,243
Water Plant Operator Meter Technician	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Animal Control Officer	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Street Maintenance II	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Sanitary Engineer	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Tool Room Attendant	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Data Technician II	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Collector	3	$ 36,008	$ 37,000	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,941	$ 48,548	$ 49,255
Auto Service Technician	2	$ 35,032	$ 36,008	$ 36,229	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,058	$ 47,765
Building Grounds Maintenance	2	$ 35,010	$ 36,008	$ 36,229	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,058	$ 47,765
Data Technician II	2	$ 35,010	$ 36,008	$ 36,229	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,058	$ 47,765
Clerk Typist	2	$ 35,010	$ 36,008	$ 36,229	$ 37,998	$ 38,991	$ 40,482	$ 41,972	$ 43,467	$ 44,958	$ 46,451	$ 47,058	$ 47,765

SEIU Salary Schedule - Appendix E
November 30, 2016 through April 30, 2017

CLASSIFICATION	Grade	1130/2016 Step 1	11/30/2016 Step 2	11/30/2016 Step 3	11/30/2016 Step 4	11/30/2016 Step 5	11/30/2016 Step 6	11/30/2016 Step 7	11/30/2016 Step 8	11/30/2016 Step 9	11/30/2016 Step 10	11/30/2016 Step 11	11/30/2016 Step 12
Sr. Microbiologist	11	$ 67,332	$ 68,690	$ 70,049	$ 71,407	$ 72,768	$ 74,126	$ 75,484	$ 76,844	$ 78,202	$ 79,562	$ 80,180	$ 80,901
Microbiologist	10	$ 63,104	$ 64,120	$ 65,132	$ 66,149	$ 67,668	$ 69,191	$ 70,713	$ 72,216	$ 73,758	$ 75,279	$ 75,898	$ 76,618
Sr. Meter Software Billing Spec.	10	$ 63,104	$ 64,120	$ 65,132	$ 66,149	$ 67,668	$ 69,191	$ 70,713	$ 72,216	$ 73,758	$ 75,279	$ 75,898	$ 76,582
Assistant Microbiologist	9	$ 59,045	$ 60,061	$ 61,075	$ 62,089	$ 63,615	$ 65,132	$ 66,657	$ 68,175	$ 69,701	$ 71,220	$ 71,837	$ 72,558
Sr. Water Plant Head Mechanic	9	$ 59,045	$ 60,061	$ 61,075	$ 62,089	$ 63,615	$ 65,132	$ 66,657	$ 68,175	$ 69,701	$ 71,220	$ 71,837	$ 72,558
Sr. Water Plant Operator	9	$ 59,045	$ 60,061	$ 61,075	$ 62,089	$ 63,615	$ 65,132	$ 66,657	$ 68,175	$ 69,701	$ 71,220	$ 71,837	$ 72,558
Water Distribution Lead	8	$ 57,016	$ 58,032	$ 59,045	$ 60,061	$ 61,580	$ 63,104	$ 64,624	$ 66,149	$ 67,668	$ 68,680	$ 69,299	$ 70,019
Water Plant Operator A	8	$ 57,016	$ 58,032	$ 59,045	$ 60,061	$ 61,580	$ 63,104	$ 64,624	$ 66,149	$ 67,668	$ 68,680	$ 69,299	$ 70,019
Sr. Water / Sewer Maintenance	8	$ 57,016	$ 58,032	$ 59,045	$ 60,061	$ 61,580	$ 63,104	$ 64,624	$ 66,149	$ 67,668	$ 68,680	$ 69,299	$ 70,019
Water Plant Operator B	7	$ 52,958	$ 53,973	$ 54,989	$ 56,005	$ 57,526	$ 59,045	$ 60,570	$ 62,089	$ 63,615	$ 65,132	$ 65,751	$ 66,472
Head Mechanic	7	$ 52,958	$ 53,973	$ 54,989	$ 56,005	$ 57,526	$ 59,045	$ 60,570	$ 62,089	$ 63,615	$ 65,132	$ 65,751	$ 66,472
Building Code Enforcer	7	$ 52,958	$ 53,973	$ 54,989	$ 56,005	$ 57,526	$ 59,045	$ 60,570	$ 62,089	$ 63,615	$ 65,132	$ 65,751	$ 66,472
Water Plant Operator C	6	$ 46,873	$ 47,886	$ 48,900	$ 49,916	$ 51,437	$ 52,958	$ 54,481	$ 56,002	$ 57,526	$ 59,045	$ 59,664	$ 60,383
Auto Mechanic	6	$ 46,873	$ 47,886	$ 48,900	$ 49,916	$ 51,437	$ 52,958	$ 54,481	$ 56,002	$ 57,526	$ 59,045	$ 59,664	$ 60,383
Crew Leader I	6	$ 46,873	$ 47,886	$ 48,900	$ 49,916	$ 51,437	$ 52,958	$ 54,481	$ 56,002	$ 57,526	$ 59,045	$ 59,664	$ 60,383
Water / Sewer Maintenance Assist.	5	$ 42,811	$ 43,827	$ 44,842	$ 45,857	$ 47,380	$ 48,900	$ 50,424	$ 51,945	$ 53,468	$ 54,989	$ 55,607	$ 56,328
Water Plant Maintenance	5	$ 42,811	$ 43,827	$ 44,842	$ 45,857	$ 47,380	$ 48,900	$ 50,424	$ 51,945	$ 53,468	$ 54,989	$ 55,607	$ 56,328
Meter Technician II	5	$ 42,811	$ 43,827	$ 44,842	$ 45,857	$ 47,380	$ 48,900	$ 50,424	$ 51,945	$ 53,468	$ 54,989	$ 55,607	$ 56,328
Collector / Adjustor	5	$ 42,811	$ 43,827	$ 44,842	$ 45,857	$ 47,380	$ 48,900	$ 50,424	$ 51,945	$ 53,468	$ 54,989	$ 55,607	$ 56,328
Water / Sewer Worker	4	$ 38,758	$ 39,771	$ 40,783	$ 41,800	$ 43,323	$ 44,842	$ 46,363	$ 47,886	$ 49,408	$ 50,928	$ 51,548	$ 52,267
Street Maintenance II	4	$ 38,758	$ 39,771	$ 40,783	$ 41,800	$ 43,323	$ 44,842	$ 46,363	$ 47,886	$ 49,408	$ 50,928	$ 51,548	$ 52,267
Assistant Mechanic	4	$ 38,758	$ 39,771	$ 40,783	$ 41,800	$ 43,323	$ 44,842	$ 46,363	$ 47,886	$ 49,408	$ 50,928	$ 51,548	$ 52,267
Water Plant Operator Meter Technician	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Animal Control Officer	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Street Maintenance II	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Sanitary Engineer	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Tool Room Attendant	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Data Technician II	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Collector	3	$ 36,728	$ 37,740	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 48,900	$ 49,519	$ 50,240
Auto Service Technician	2	$ 35,732	$ 36,728	$ 36,953	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 47,999	$ 48,720
Building Grounds Maintenance	2	$ 35,711	$ 36,728	$ 36,953	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 47,999	$ 48,720
Data Technician II	2	$ 35,711	$ 36,728	$ 36,953	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 47,999	$ 48,720
Clerk Typist	2	$ 35,711	$ 36,728	$ 36,953	$ 38,758	$ 39,771	$ 41,292	$ 42,811	$ 44,336	$ 45,857	$ 47,380	$ 47,999	$ 48,720

APPENDIX F

DRUG AND ALCOHOL TESTING
POLICY AND PROCEDURES

Section 1. **General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of legal drugs and alcohol by City employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City and the Union agree to establish a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

Section 2. **Definitions**

A. "Drugs" shall mean any controlled substance listed in Chapter 56 1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a drug in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. **Prohibitions**

Employees shall be prohibited from:

A. Consuming or possession alcohol or illegal drugs at any time during the workday on any of the City's premises or job sites, including all of the City's buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.

B. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.

C. Being under the influence of alcohol or prescribed drugs during the course of the workday.

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4. **The Administration of Tests**

A. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the drug and alcohol testing policy upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

B. Pre-Employment Screening

Nothing in this Appendix shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

C. When A Test May Be Compelled

In addition to C.D.L. testing mandated by Federal law and suspicion-based testing described below, the City may engage in suspicion-less drug and/or alcohol testing of each bargaining unit member up to a maximum of two (2) such suspicion-less tests per employee per contract year. If no bargaining unit member tests positive in a

confirmatory test during the first two years of this agreement, then the maximum number of suspicion-less drug and/or alcohol tests which may be conducted of each bargaining unit member shall be reduced to one (I) per calendar year. However, if one (I) or more bargaining unit members test positive in a confirmatory test at any time during the life of this Agreement, then the maximum number of suspicion-less drug and/or alcohol tests which may be conducted of each bargaining unit member shall be two (2) per calendar year.

For bargaining unit personnel subject to C.D.L. testing, the first or first and second annual random C.D.L. test(s) shall count as the employee's first or first and second suspicion-less test allowed in the first paragraph, above. If an employee's third or fourth C.D.L. test results in a positive finding, such positive result shall not act to adversely affect the maximum number of suspicion-less tests allowed in the first paragraph of this Subsection C.

In addition, where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drug and/or alcohol while on duty, that employee may be required to report for drug/alcohol testing. In the absence of the supervisor or manager, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. At the time the employee is ordered to submit to testing, the City shall notify the Union representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off-duty Union representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

D. Voluntary Random Testing

The City's drug and alcohol policy provides for voluntary, random testing. The application of that type of testing to employers is contingent upon the following understandings:

1. That employees may be requested but not compelled to participate in voluntary random testing;
2. That a consent form signed by an employee with respect to testing is a one-time only consent- i.e., it applies to that test only and not to any future random tests;
3. That all other provisions of this Article shall apply to the conduct and administration of tests and to the consequences of a positive result in the same manner and to the same extent as they would apply to other forms of testing permitted by this Article.

E. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party which is independently corroborated.

F. Order to Submit To Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5. Conduct of Tests

The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item H., below, shall apply), the City shall:

A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing;

C. Use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.

E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.

F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Personnel Director in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per I 00 milliliters of blood be considered positive;

I. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

J. Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pending of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

K. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interest.

L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following minimum initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	Initial Test Level
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml

Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the minimum cutoff levels listed below.

	Initial Test Level
Marijuana metabolites[1]	100 ng/ml
Cocaine metabolites[2]	300 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamines	500 ng/ml
Methamphetamine	500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid.

[2] Benzoylecgonine

The above minimum cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Request for Assistance

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the City may authorize sick leave or another assignment if it is available and for which the employee is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

Section 9. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

First Positive

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve months;
4. Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to or do not act in accordance with the foregoing, or who test positive a second or subsequent time, shall be subject to discipline, up to and including discharge.

Second Positive

Employees who test positive on the confirmatory test for drugs or alcohol on a second occasion shall be subject to discharge. If the employee is then undergoing treatment, as provided in A(l) and (3) of Section D.9 above, or if there are other mitigating circumstances (such as the absence

of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

Third Positive

Employees who test positive on a confirmatory test for drugs or alcohol on a third occasion shall be discharged without possibility of mitigation or commutation. No arbitrator shall have jurisdiction to review, set aside or modify such penalty.

This Section D.9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effect of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the workday or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or City life, limb or property).

Section 10. **Confidentiality of Test Results**

The results of drug and alcohol tests will be disclosed to the person tested, the employee's department head, the Personnel Director, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee's Union. Test results will not be disclosed externally except where the person tested consents.

Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. **Insurance Coverage**

The City shall pay 100% of the EAP but, if further treatment is necessary, coverage or lack of coverage will be determined by the employee’s individual health plan.

Letter of Agreement:
City of North Chicago
And
Service Employees International Union Local 73
Union Proposals – March 23, 2011
City Counter Proposal – March 24, 2011

Article I - Recognition
Section 1.1
[Modify as follows]:

The City recognizes the Union as the sole and exclusive collective bargaining representative for the unit set forth in the Certification of Representative, dated September 11, 1992, including all positions as of May 1, 2011; in ISLRB Case No. S-RC-92-117, except for the position of Accounts Payable/Purchasing Assistant-Clerk, which position shall by mutual agreement is excluded from the bargaining unit.

Appendix: Represented Positions

Position Title – Classification:	Pay Grade:	Position Title – Classification:	Pay Grade:
Animal Control Officer	3	Sanitary Engineer	3
Assistant Mechanic	4	Senior Meter/Software Billing Specialist	10
Assistant Microbiologist	9	Senior Microbiologist	11
Auto Mechanic	6	Senior Water Plant Head Mechanic	9
Auto Service Technician	2	Senior Water Plant Operator	9
Building Code Enforcer	7	Senior Water/Sewer Maintenance	8
Building/Grounds Maintenance	2	Street Maintenance I	3
Clerk Typist	2	Street Maintenance II	4
Collector	3	Tool Room Attendant	3
Data Technician 1	2	Water Distribution Lead	8
Data Technician 2	3	Water Plant Maintenance	5
Head Mechanic	7	Water Plant Operator	3
Meter Technician	3	Water Plant Operator A	8
Meter Technician 2	5	Water Plant Operator B	7
Microbiologist	10	Water Plant Operator C	6
PW Crew Leader	6	Water / Sewer Maintenance Assistant	5
		Water / Sewer Worker	4

Date: 4/14'11

For the Union: Brenda Woodall

For the City: Taylor McCray

Letter of Agreement
Between
The City of North Chicago and SEIU Local 73
March 23, 2011
March 24, 2011
March 30, 2011

Effective May 1, 2011, the City of North Chicago will be merging the Street, Water and Utility Departments that contain SEIU Local 73 bargaining unit employees creating the Public Works Department. In doing so, all existing bargaining unit classifications and job duties will remain the same with the exception of a new classification, Public Works Crew Leader. The PW Crew Leader classification will be added to the existing classification in which SEIU Local 73 is currently the sole and exclusive bargaining unit representative thereof and the recognition clause within the collective bargaining agreement Article I Section 1.1 between the parties will be changed to reflect such addition.

Upon the initial implementation of the reorganization, the City will fill the three (3) newly created PW Crew Leader positions from qualified bargaining unit employees within the Public Works department utilizing the Human Resources Recruitment Process as follows; skills/application review, skills assessment, and panel interview – inclusive of one SEIU representative (mutually agreed upon by both parties). Should Human Resources be unable to fill the positions initially, the recruitment process will cease until able to fill the position through attrition.

An application will be appropriately submitted to Human Resources within the allotted posting period, effective March 22, 2011 and conclude on April 12, 2011. All bargaining unit applicants meeting the minimum requirements shall be granted an interview and a selection will be made from these applicants to fill the PW Crew Leader position(s).

On a one-time non-precedent setting basis the promotion(s) to PW Crew Leader positions shall be based on present skills and abilities and aptitude for performing the position. The City in determining what bargaining unit employees shall prevail in being selected from the positions shall utilize seniority as the determining factor if the skills, aptitude and ability of the applicants are relatively equal. By entering into this agreement, the Union is not waiving its right, in the future, to enforce Article XVI Section 16.3, "Job Posting." The Parties agree that, with the exception of this non-precedential Agreement, they will continue to abide by the Article XVI, Section 16.3 "Job Posting" provision of the Collective Bargaining Agreement and all other terms and conditions of the Collective Bargaining Agreement

Agreed: March 30, 2011

City of North Chicago: Lydia McCray

SEIU Local 73: Brenda Woodall