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Community Development	<input type="checkbox"/>
Purchasing	<input type="checkbox"/>
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Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #9

Tracking Number

CC 2022-25

Agenda Item Summary Memo

Title: Collective Bargaining Agreement between Yorkville the International Union of Operating Engineers Local 150, Public Employees and the City

Meeting and Date: City Council – May 24, 2022

Synopsis:

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number:

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: _____

Name Department

Agenda Item Notes:

Attached agreement is replacing the agreement previously distributed on 5/19/22.

Longevity pay was erroneously removed from Article XXIII. It was a scrivener's error.

Longevity will remain status quo as reflected in the updated redlined and clean version of the

CBA.

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES
DIVISION
AND
UNITED CITY OF YORKVILLE**

MAY 1, 2021 ~~2017~~ THROUGH APRIL 30, 2026 ~~2020~~

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TABLE OF CONTENTS

PREAMBLE.....	4
AGREEMENT	4
ARTICLE I. RECOGNITION	4
ARTICLE II. UNION RIGHTS	4
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS	4
SECTION 2.2: UNION BULLETIN BOARD	5
ARTICLE III. UNION DUES/FAIR SHARE CHECKOFF	5
SECTION 3.1: DEDUCTIONS	5
SECTION 3.2: HOLD HARMLESS	77
ARTICLE IV. HOURS OF WORK AND OVERTIME	77
SECTION 4.1: WORKDAY AND WORKWEEK	77
SECTION 4.2: LUNCH/REST PERIODS	77
SECTION 4.3: MANDATORY REST PERIOD	88
SECTION 4.4: MEAL ALLOWANCE	88
SECTION 4.5: OVERTIME COMPENSATION.....	88
SECTION 4.6: OVERTIME DISTRIBUTION.....	99
SECTION 4.7: SNOW PLAN	99
SECTION 4.8: CALLBACK.....	99
SECTION 4.9: PAGER/PHONE USAGE.....	1010
SECTION 4.10: SECTION ON-CALL ASSIGNMENTS	1212
SECTION 4.11: COMPENSATORY TIME OFF.....	1212
ARTICLE V. SENIORITY	1212
SECTION 5.1: SENIORITY DEFINED	1212
SECTION 5.2: BREAKS IN CONTINUOUS SERVICE.....	1313
SECTION 5.3: SENIORITY LIST	1313
SECTION 5.4: PROBATIONARY EMPLOYEES.....	1313
ARTICLE VI. LAYOFF AND RECALL	1313
SECTION 6.1: DEFINITION AND NOTICE.....	1313
SECTION 6.2: GENERAL PROCEDURES.....	1313
SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES.....	1414
SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES	1414
ARTICLE VII. DISCIPLINARY PROCEDURES	1414
SECTION 7.1: EMPLOYEE DISCIPLINE	1414
SECTION 7.2: RIGHT TO REPRESENTATION	1515
ARTICLE VIII. GRIEVANCE PROCEDURE	1515
SECTION 8.1: GRIEVANCE DEFINED	1515
SECTION 8.2: GRIEVANCE STEPS.....	1515

SECTION 8.3:	GRIEVANCE FORMS	1616
SECTION 8.4:	SETTLEMENTS AND TIME LIMITS.....	1747
SECTION 8.5:	UNION STEWARDS	1747
ARTICLE IX. HOLIDAYS.....		1717
SECTION 9.1:	GENERAL INFORMATION	1747
SECTION 9.2:	SPECIFIC APPLICATIONS.....	1747
SECTION 9.3:	HOLIDAY PAY	1848
SECTION 9.4:	FLOATING HOLIDAYS	1848
ARTICLE X. VACATION.....		1818
SECTION 10.1:	VACATION ACCRUAL/USAGE	1848
SECTION 10.2:	VACATION SCHEDULING	1848
SECTION 10.3:	VACATION USAGE	1949
SECTION 10.4:	ACCUMULATED VACATION AT SEPARATION.....	1949
ARTICLE XI. SICK LEAVE		1949
SECTION 11.1:	SICK LEAVE UTILIZATION.....	1949
SECTION 11.2:	UNUSED SICK LEAVE	2020
SECTION 11.3:	PENSION BENEFIT AT RETIREMENT.....	2020
ARTICLE XII. LEAVES OF ABSENCE.....		2121
SECTION 12.1:	DISABILITY LEAVE	2121
SECTION 12.2:	DISCRETIONARY LEAVE OF ABSENCE.....	2121
SECTION 12.3:	FUNERAL LEAVE	2121
SECTION 12.4:	FAMILY AND MEDICAL LEAVE	2121
SECTION 12.5:	JURY DUTY LEAVE	3030
ARTICLE XIII. HEALTH INSURANCE.....		3030
SECTION 13.1:	HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS	3030
SECTION 13.2:	LIFE, DENTAL AND VISION COVERAGE	3232
SECTION 13.3:	OPT OUT INCENTIVE	3333
ARTICLE XIV. EMPLOYEE TRAINING AND EDUCATION.....		3333
SECTION 14.1:	TRAINING	3333
SECTION 14.2:	COMPENSATION	3333
SECTION 14.3:	CDL LICENSE	3333
SECTION 14.4:	EDUCATIONAL INCENTIVE.....	3333
ARTICLE XV. SAFETY.....		3434
SECTION 15.1:	COMPLIANCE WITH LAWS.....	3434
SECTION 15.2:	UNSAFE CONDITIONS	3434
ARTICLE XVI. LABOR-MANAGEMENT MEETINGS.....		3535
SECTION 16.1:	LABOR-MANAGEMENT CONFERENCES	3535
SECTION 16.2:	PURPOSE	3535

ARTICLE XVII. SUBCONTRACTING	<u>3535</u>
SECTION 17.1: NO SUBCONTRACTING	<u>3535</u>
SECTION 17.2: BARGAINING UNIT WORK	<u>3535</u>
ARTICLE XVIII. UNIFORMS AND EQUIPMENT	<u>3636</u>
SECTION 18.1: UNIFORMS	<u>3636</u>
SECTION 18.2: PROTECTIVE CLOTHING	<u>3636</u>
SECTION 18.3: PRESCRIPTION SAFETY GLASSES	<u>3636</u>
ARTICLE XIX. PERSONNEL RECORDS	<u>3737</u>
SECTION 19.1: PERSONNEL RECORDS	<u>3737</u>
SECTION 19.2: RIGHT OF INSPECTION AND COPIES	<u>3737</u>
SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS	<u>3737</u>
ARTICLE XX. NO STRIKE / NO LOCKOUT	<u>3737</u>
SECTION 20.1: NO STRIKE	<u>3737</u>
SECTION 20.2: NO LOCKOUT	<u>3737</u>
SECTION 20.3: LEGITIMATE PICKET LINE	<u>3737</u>
ARTICLE XXI. WAGES	<u>3838</u>
ARTICLE XXII. DRUG AND ALCOHOL POLICY	<u>4040</u>
ARTICLE XXIII. FILLING OF VACANCIES/PROMOTIONS	<u>4040</u>
SECTION 23.1: POSTING	<u>4040</u>
SECTION 23.2: PROMOTIONS	<u>4040</u>
ARTICLE XXIV. SECONDARY EMPLOYMENT	<u>4040</u>
ARTICLE XXV. SAVINGS CLAUSE	<u>4141</u>
ARTICLE XXVI. MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE	<u>4141</u>
SECTION 26.1: MAINTENANCE OF ECONOMIC BENEFITS CLAUSE	<u>4141</u>
SECTION 26.2: COMPLETE AGREEMENT CLAUSE	<u>4141</u>
ARTICLE XXVII. RENEWAL	<u>4142</u>
APPENDIX A WAGE RATES	<u>4343</u>
APPENDIX B DRUG AND ALCOHOL POLICY	<u>4747</u>
APPENDIX C FMLA FORMS	<u>6060</u>
APPENDIX D SNOW PLAN	<u>6969</u>
APPENDIX E LOCAL DUES DEDUCTION FORM	<u>70</u>

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

****EXCLUDED**

All other employees.

ARTICLE II. UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit following advance notice to management. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive

representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

Within ten (10) calendar days from the date of hire of a bargaining unit employees, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, file with the employer.

The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the City and the Union.
~~Union activities within Employer facilities shall be restricted to administering this Agreement. For purposes of negotiating, stewards will be allowed to attend negotiations during a workday after obtaining permission from the City Administrator. The Stewards or his/her alternate will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.~~

~~Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule.~~

SECTION 2.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III. UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees covered by this Agreement who have signed a voluntary authorization form (attached as Appendix E) any or all of the following:

(A) Union membership dues, assessments, PAC, or fees; and

(B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statutes.

Upon receipt of an appropriate written voluntary authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall

advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions. The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

(A) — Union membership dues, assessments, PAC, or fees;

(B) — Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: — FAIR SHARE

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

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~~SECTION 3.3:~~ SECTION 3.2: **HOLD HARMLESS**

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

**ARTICLE IV.
HOURS OF WORK AND OVERTIME**

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - 1. Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday
 - 2. During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.
 - 3. The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City's special events will be awarded compensatory time for all hours worked on the event beyond the employee's regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.
 - 4. Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields may choose to receive overtime pay at the applicable rate or compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks at the end of the day, subject to approval by supervisor. Employees will be

allowed to leave the premises during break times with the approval of the supervisor.

- (B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five (45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.
2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.
3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays. For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.
4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
5. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1st and November 1st of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.7: SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in Appendix E. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.8: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated

at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.9: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

Employees eligible for assignment of City-owned cellular telephones are those designated by the City Administrator and/or the Chief of Police, including (but not limited to):

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;
2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;
3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of \$45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

Employees are required to obey all laws governing the operation and use of vehicle in effect at the time. Violation of any traffic law or rule, regardless of whether a citation is issued or the disposition of any changes, is grounds for discipline, up to and including termination.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are permitted a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Employees will be allowed to review the invoices for the cellular phone assigned to them and be prepared to verify the calls listed on the invoice. Employees will reimburse the City for all charges determined to be inappropriate by the Department Head, Finance Director or City Administrator.

Reimbursements shall be made within 30 days of receipt of invoice by the department at the overage rate of the approved City's vendor.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Failure to maintain a working phone and appropriate service contract will result in the immediate cancellation of the stipend payment.

The use of camera phones to photograph City employees or information is strictly prohibited without the express permission of the Department Head. This is necessary to secure employee privacy, and other business information.

The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

Repairs and Replacements of Equipment

If there is a potential that equipment may be lost or damaged, the employee is responsible for making reasonable accommodations to protect the equipment. City provided cellular telephone equipment will be repaired or replaced according to one of the following:

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

Upon termination, the employee is to return his/her City issued cellular telephone as well as any accessories to the City. The City issued telephone number is the property of the City and shall remain under the City's ownership.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

SECTION 4.10: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

SECTION 4.11: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V. SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI. LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may lay off employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII. DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance — one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII. GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement. SECTION 8.2:

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of

this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX. HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

New Year's Day, Martin Luther King Day, President's Day, Good Friday,
Memorial Day, Independence Day, Labor Day, Veterans Day,
Thanksgiving Day, Day after Thanksgiving Christmas Eve Day, Christmas
Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day. Employees are permitted to use one of these floater days in lieu of taking unpaid time off on Election Day which is celebrated on November 3, 2020.

ARTICLE X. VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Service Time	Vacation Available
Six months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of six years through ten years	120 hours (per year)
Beginning of eleven years through fifteen years	160 hours (per year)
Beginning of sixteen years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31st of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st of each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) New employees shall be eligible for vacation usage as defined within Section 10.1
- (C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.
- (D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI. SICK LEAVE

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.1: SICK LEAVE UTILIZATION

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee who is unable to work by reason of a non-duty related illness, injury, disability, or medical appointment. Employees may also use sick leave to for the illness, injury, or medical appointment for the employee immediate family. The phrase "immediate family" means the employee's child, step-child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-

~~law, grandchild, grandparent or step-parent of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours). Sick leave may be utilized only for the purposes specified in Section 11.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Management may ask the bargaining unit employee to produce documentation proving that they have been seen by a health care professional at a clinic, doctor's office, hospital or other accredited medical facility after 3 consecutive sick days have been used or there is suspicion of abuse of sick time.~~

~~Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.~~

SECTION 11.2: UNUSED SICK LEAVE

- (A) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.
- (B) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

**ARTICLE XII.
LEAVES OF ABSENCE**

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

(A) General Statement

It is the policy of the United City of Yorkville (the "City") to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

(B) Eligibility

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

(C) Reasons for Leave

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

(D) Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. **Hospital Care.** Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

2. **Absence Plus Treatment.** A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
3. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;
4. **Chronic Conditions Requiring Treatment.** A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
5. **Permanent/Long-term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
6. **Multiple Treatments (non-chronic conditions).** Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

(E) **Qualifying Exigency Leave**

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the

dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

1. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
2. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.
3. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
4. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include "parents in law".
5. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
6. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

(F) Military Caregiver Leave

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

1. A "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than "dishonorable" reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable).
2. "Outpatient status" means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
3. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The

Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

4. "Serious injury or illness" for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.
5. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

(G) GINA Rights

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

(H) Leave is Unpaid

FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not

extend the 12-week leave period. Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

(I) Notice of Leave

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work. It is not sufficient to simply "call in sick" without providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations.

During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

(J) Medical Certification

If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

(K) Medical and Other Benefits

During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control.

Employees are not entitled to other benefits or seniority accrual during the FMLA leave.. Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

(L) Returning from Leave

Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been

continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

(M) Reporting While on Leave

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(N) Intermittent and Reduced Schedule Leave

FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

(O) Policy Administration

This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

(P) Interrelation of Leaves

Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

(Q) Anti-Retaliation Provisions

Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

(R) FMLA Forms

Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

(S) Benefits While on Leave

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

**ARTICLE XIII.
HEALTH INSURANCE**

SECTION 13.1: HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate as long as the City imposes the identical changes on all other City employees who participate in this group health insurance plan (except employees in protective services bargaining units eligible for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act). Effective May 1, 2021 and continuing through April 30, 2026, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO

and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2021, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

~~Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one year to the next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City also shall implement a pro rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.~~

~~Effective May 1, 2017, the employees hired before May 1, 2015 (tier 1 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) of the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under the HMO insurance policy or plan offered by the City. Tier 1 employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.~~

~~Effective May 1, 2017, the employees hired on or after May 1, 2015 (tier 2 employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. Tier 2~~

~~employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending upon the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.~~

~~Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.~~

~~Effective May 1, 2019 through April 30, 2020, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.~~

~~Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one year to the next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior.~~

~~This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.~~

SECTION 13.2: LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

SECTION 13.3: OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of \$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

**ARTICLE XIV.
EMPLOYEE TRAINING AND EDUCATION**

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for meals at the maximum rate of \$50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee

the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

0-6 months of completion of course	100%
7-12 months of completion of course	75%
13-18 months of completion of course	50%
19-24 months of completion of course	25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV. SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

**ARTICLE XVI.
LABOR-MANAGEMENT MEETINGS**

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**ARTICLE XVII.
SUBCONTRACTING**

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

**ARTICLE XVIII.
UNIFORMS AND EQUIPMENT**

SECTION 18.1: UNIFORMS

~~The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. New hires shall receive \$950 check for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with \$750 check for purposes of purchasing uniforms, winter gear and boots. Please note that the checks are taxable income. During the fiscal year that begins May 1, 2020, tThe Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. Upon execution of this Agreement, the City will provide each bargaining unit member with \$700 in a vendor account for purposes of purchasing uniforms, winter gear and boots. New hires shall also receive \$700 in a vendor account for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with \$500 in a vendor account for purposes of purchasing uniforms, winter gear and boots. In the event an employee is not able to purchase the necessary items from the approved vendor, the City will make arrangements to allow the employee to purchase the necessary item using a City credit card. If the employee voluntarily resigns their employment with the City within 1 month of purchasing any new wearing apparel, the employee will be responsible for the cost of said apparel or to return the apparel to the employer.~~

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every three years;
- (B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.
- (C) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.
- (D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

**ARTICLE XIX.
PERSONNEL RECORDS**

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee's file after twelve (12) months from occurrence.

**ARTICLE XX.
NO STRIKE / NO LOCKOUT**

SECTION 20.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 20.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 20.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

**ARTICLE XXI.
BARGAINING RIGHTS**

SECTION 21.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 21.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

**ARTICLE XXII.
WAGES**

Effective May 1, 2021, each employee employed on the date of ratification of this Agreement shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroaction on all hours paid).

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Effective May 1, 2022, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroactive on all hours paid).

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Effective May 1, 2023, each employee shall receive a 2.75% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2024, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2025, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

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~~There shall be no increase in base wage rates or step movement during the term of this successor agreement for fiscal year 2021. Base wage rates for positions covered by the Agreement are set forth in Appendix A.~~

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~~Effective May 1, 2017, base wage rates are determined by the employee slot in set forth in Appendix B. After the initial slot in, each employee shall receive a step increase on his anniversary date. All wage increases are retroactive on all hours paid from May 1, 2017 through the date of execution of this Agreement.~~

~~Effective May 1, 2018, each employee shall receive a 2% increase as set forth in Appendix A, followed by a step increase on his anniversary date.~~

~~Effective May 1, 2019, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on his anniversary date.~~

A longevity stipend will be made to all full-time employees based on the following schedule. This stipend is added to the employee's annual salary.

After 6 years, but less than 9 years \$ 750

After 9 years, but less than 14 years \$1000

After 14 years, but less than 20 years \$1250

After 20 years, but less than 25 years \$1500

After 25 years \$2000

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~~In the event that any other employees of the City Council authorizes an across the board wage increase during fiscal year 2021 for employees who are not covered by this Agreement, the bargaining unit employees covered by this agreement will receive the same across the board increase. It is understood that this "me too" provision is inapplicable to wage increases provided based on an interest arbitration award.~~

Commented [EW1]: This was previously deleted erroneously. The longevity stipend remains in the CBA.

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

**ARTICLE XXIII.
DRUG AND ALCOHOL POLICY**

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

**ARTICLE XXIV.
FILLING OF VACANCIES/PROMOTIONS**

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

**ARTICLE XXV.
SECONDARY EMPLOYMENT**

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary,

for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

ARTICLE XXVI. SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII. MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE

SECTION 27.1: MAINTENANCE OF ECONOMIC BENEFITS CLAUSE

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2: COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXVIII. RENEWAL

This Agreement shall be effective as of the first day of May 1, ~~2021~~ ~~2017~~ and shall remain in full force and effect until the 30th day of April of ~~2026~~, ~~2020~~ whereupon, it shall be

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automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day _____, ~~2020~~ 2022 in the United City of Yorkville.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager
International Union Of Operating Engineers, Local 150

Bryan P. Diemer
Attorney
International Union of Operating Engineers, Local 150

United City of Yorkville

John Purcell
Mayor

ATTEST:

Jori Behland
City Clerk

APPENDIX A
WAGE RATES

Maintenance Worker 1

	5/1/2017 % variable	5/1/2018 2.00%	5/1/2020 2019 2.50%
Step 1	\$41,500	\$42,330	\$43,388
Step 2	\$42,953	\$43,812	\$44,907
Step 3	\$44,456	\$45,345	\$46,479
Step 4	\$46,012	\$46,932	\$48,105
Step 5	\$47,622	\$48,575	\$49,789
Step 6	\$49,289	\$50,275	\$51,532
Step 7	\$51,014	\$52,034	\$53,335
Step 8	\$52,800	\$53,856	\$55,202
Step 9	\$54,648	\$55,741	\$57,134
Step 10	\$56,560	\$57,691	\$59,134
Step 11	\$58,540	\$59,711	\$61,203

Maintenance Worker 2

	5/1/2017 % variable	5/1/2018 2.00%	5/1/2020 2019 2.50%
Step 1	\$ 45,500	\$ 46,410	\$ 47,570
Step 2	\$ 47,093	\$ 48,034	\$ 49,235
Step 3	\$ 48,741	\$ 49,716	\$ 50,958
Step 4	\$ 50,447	\$ 51,456	\$ 52,742
Step 5	\$ 52,212	\$ 53,257	\$ 54,588
Step 6	\$ 54,040	\$ 55,121	\$ 56,499
Step 7	\$ 55,931	\$ 57,050	\$ 58,476
Step 8	\$ 57,889	\$ 59,046	\$ 60,523
Step 9	\$ 59,915	\$ 61,113	\$ 62,641
Step 10	\$ 62,012	\$ 63,252	\$ 64,833
Step 11	\$ 64,182	\$ 65,466	\$ 67,103

Operator

	5/1/2017 % variable	5/1/2018 2.00%	5/1/2020 2019 2.50%
Step 1	\$ 50,000	\$ 51,000	\$ 52,275
Step 2	\$ 51,750	\$ 52,785	\$ 54,105
Step 3	\$ 53,561	\$ 54,632	\$ 55,997
Step 4	\$ 55,436	\$ 56,545	\$ 57,959
Step 5	\$ 57,376	\$ 58,524	\$ 59,987
Step 6	\$ 59,384	\$ 60,572	\$ 62,086
Step 7	\$ 61,463	\$ 62,692	\$ 64,259
Step 8	\$ 63,614	\$ 64,886	\$ 66,508
Step 9	\$ 65,840	\$ 67,157	\$ 68,835
Step 10	\$ 68,145	\$ 69,508	\$ 71,246
Step 11	\$ 70,530	\$ 71,941	\$ 73,740

Maintenance Worker 1I

	<u>5/1/2020</u> <u>2019</u> <u>2.50%</u>	<u>One Year</u> <u>Contract</u> <u>Extension</u> <u>5/1/2020</u> <u>2.00%</u>	<u>5/1/2021</u> <u>2.50%</u>	<u>5/1/2022</u> <u>2.50%</u>	<u>5/1/2023</u> <u>2.75%</u>	<u>5/1/2024</u> <u>3.00%</u>	<u>5/1/2025</u> <u>3.00%</u>	Formatted Table
Step 1	\$43,388.00	\$44,255.76	\$43,362.15	\$46,496.20	\$47,774.85	\$49,208.10	\$50,684.34	
Step 2	\$44,907.00	\$45,805.14	\$46,950.27	\$48,124.03	\$49,447.44	\$50,930.86	\$52,458.79	
Step 3	\$46,479.00	\$47,408.58	\$48,593.79	\$49,808.63	\$51,178.37	\$52,713.72	\$54,295.13	
Step 4	\$48,105.00	\$49,067.10	\$50,293.78	\$51,551.12	\$52,968.78	\$54,557.84	\$56,194.58	
Step 5	\$49,789.00	\$50,784.78	\$52,054.40	\$53,355.76	\$54,823.04	\$56,467.73	\$58,161.76	
Step 6	\$51,532.00	\$58,562.64	\$53,876.71	\$55,223.63	\$56,742.28	\$58,444.55	\$60,197.89	
Step 7	\$53,335.00	\$54,401.70	\$55,761.74	\$57,155.78	\$58,727.56	\$60,489.39	\$62,304.07	
Step 8	\$55,202.00	\$56,306.04	\$57,713.69	\$59,156.53	\$60,783.33	\$62,606.83	\$64,485.03	
Step 9	\$57,134.00	\$58,276.68	\$59,733.60	\$61,226.94	\$62,910.68	\$64,798.00	\$66,741.94	
Step 10	\$59,134.00	\$60,316.68	\$61,824.60	\$63,370.22	\$65,112.90	\$67,066.29	\$69,078.28	
Step 11	\$61,203.00	\$62,427.06	\$63,987.74	\$65,587.43	\$67,391.08	\$69,412.81	\$71,495.19	

Maintenance Worker 2II

	<u>5/1/2020</u> <u>2019</u> <u>2.50%</u>	<u>One Year</u> <u>Contract</u> <u>Extension</u> <u>5/1/2020</u> <u>2.00%</u>	<u>5/1/2021</u> <u>2.50%</u>	<u>5/1/2022</u> <u>2.50%</u>	<u>5/1/2023</u> <u>2.75%</u>	<u>5/1/2024</u> <u>3.00%</u>	<u>5/1/2025</u> <u>3.00%</u>	Formatted Table
Step 1	\$47,570.00	\$48,521.40	\$49,734.44	\$50,977.80	\$52,379.69	\$53,951.08	\$55,569.61	
Step 2	\$49,235.00	\$50,311.50	\$51,569.29	\$52,858.52	\$54,312.13	\$55,941.49	\$57,619.73	
Step 3	\$50,958.00	\$51,977.16	\$53,276.59	\$54,608.50	\$56,110.23	\$57,793.54	\$59,527.35	
Step 4	\$52,742.00	\$53,796.84	\$55,141.76	\$56,520.30	\$58,074.61	\$59,816.85	\$61,611.36	
Step 5	\$54,588.00	\$55,679.76	\$57,071.75	\$58,498.54	\$60,107.25	\$61,910.47	\$63,767.78	
Step 6	\$56,499.00	\$57,628.98	\$59,069.70	\$60,546.44	\$62,211.47	\$64,077.81	\$66,000.14	
Step 7	\$58,476.00	\$59,645.52	\$61,136.66	\$62,665.08	\$64,388.37	\$66,320.02	\$68,309.62	
Step 8	\$60,523.00	\$61,733.46	\$63,276.80	\$64,858.72	\$66,642.33	\$68,641.60	\$70,700.85	
Step 9	\$62,641.00	\$63,893.82	\$65,491.17	\$67,128.45	\$68,974.48	\$71,043.71	\$73,175.02	
Step 10	\$64,833.00	\$66,129.66	\$67,782.90	\$69,477.47	\$71,338.10	\$73,529.74	\$75,735.63	
Step 11	\$67,103.00	\$68,445.06	\$70,156.19	\$71,910.09	\$73,887.62	\$76,104.25	\$78,387.38	

Operator

	<u>5/1/2020</u> <u>2019</u> <u>2.50%</u>	<u>One Year</u> <u>Contract</u> <u>Extension</u> <u>5/1/2020</u> <u>2.00%</u>	<u>5/1/2021</u> <u>2.50%</u>	<u>5/1/2022</u> <u>2.50%</u>	<u>5/1/2023</u> <u>2.75%</u>	<u>5/1/2024</u> <u>3.00%</u>	<u>5/1/2025</u> <u>3.00%</u>	Formatted Table
Step 1	\$52,275.00	\$53,320.50	\$54,653.51	\$56,019.85	\$57,560.40	\$59,287.21	\$61,065.83	Formatted: Normal, Left
Step 2	\$54,105.00	\$55,187.10	\$56,566.78	\$57,980.95	\$59,575.43	\$61,362.69	\$63,203.57	Formatted: Normal, Left
Step 3	\$55,997.00	\$57,116.94	\$58,544.86	\$60,008.48	\$61,658.71	\$63,508.47	\$65,443.72	Formatted: Normal, Left
Step 4	\$57,959.00	\$59,118.18	\$60,596.13	\$62,111.03	\$63,819.08	\$65,733.65	\$67,705.66	Formatted: Normal, Left
Step 5	\$59,987.00	\$61,186.74	\$62,716.41	\$64,284.32	\$66,052.14	\$68,033.70	\$70,074.71	Formatted: Normal, Left
Step 6	\$62,086.00	\$63,327.72	\$64,910.91	\$66,533.68	\$68,363.36	\$70,414.26	\$72,526.69	Formatted: Normal, Left
Step 7	\$64,259.00	\$65,544.18	\$67,182.78	\$68,862.35	\$70,756.06	\$72,878.74	\$75,065.10	Formatted: Normal, Left
Step 8	\$66,508.00	\$67,838.16	\$69,534.11	\$71,272.46	\$73,232.45	\$75,429.42	\$77,692.30	Formatted: Normal, Left
Step 9	\$68,835.00	\$70,211.70	\$71,966.99	\$73,766.16	\$75,794.73	\$78,068.57	\$80,440.63	Formatted: Normal, Left
Step 10	\$71,246.00	\$72,670.92	\$74,487.69	\$76,349.88	\$78,449.50	\$80,802.99	\$83,277.08	Formatted: Normal, Left
Step 11	\$73,740.00	\$75,214.80	\$77,095.17	\$79,022.55	\$81,195.67	\$83,631.54	\$86,140.49	Formatted: Normal, Left
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APPENDIX BC
DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

(A) Prohibited Alcohol-Related Conduct

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.
6. Refusing to promptly submit to a required alcohol test.

(B) Prohibited Drug-Related Conduct

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):
 - (a) Marijuana (THC metabolite)
 - (b) Cocaine
 - (c) Opiates (morphine and codeine)
 - (d) Phencyclidine (PCP)
 - (e) Amphetamines
 - (f) Methamphetamines
 - (g) MDMA Ecstasy

(h) 6-Acetylmorphine-Heroin

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

(C) Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.
2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work. If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

(A) Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:
 - (a) The accident involved the loss of life; or
 - (b) The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical attention away from the scene; or
 - (2) One or more vehicles incur disabling damage so that it cannot be driven from the scene.
 - (c) The driver must remain available for testing until the specified timeframes have passed as referenced below.

2. Post-Accident Alcohol Testing

- (a) a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.
- (b) If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- (c) If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.
- (d) An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- (a) Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- (b) If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(B) Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

- (a) Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

- (b) The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing, unless required by law.

2. Frequency

- (a) The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).
- (b) The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection

- (a) The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.
- (b) Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

(C) Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

(D) Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

(E) Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

(A) Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

- (a) Once a drug test is announced, an employee shall go directly to the collection site.
- (b) Upon arrival, the employee shall verify his identity.
- (c) Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- (d) An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.
- (e) Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- (f) If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and

reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

3. Laboratory Analysis

- (a) Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- (b) When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

(a) Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

(b) Positive Test Results

- 1. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
- 2. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).
- (c) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
- (d) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3. The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- (a) If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- (b) If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.
- (c) Waived or Positive Confirmation Test
 - 1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

- (a) Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above "shy bladder" procedures conform with DOT regulations 49 CFR Part 40.
- (b) If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until this determination is made.

2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

(B) Alcohol Testing Procedures

1. Screening Test

(a) All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.

(b) Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

(c) Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

(d) Screening Test

1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- (a) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- (b) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- (c) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- (a) If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- (b) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- (c) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.
- (d) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- (e) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- (f) The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

(A) Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

(B) Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - (a) Is evaluated by a Substance Abuse Professional (SAP); and
 - (b) Complies with and completes any treatment program recommended by the SAP; and
 - (c) Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

(C) Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - (a) Is evaluated by a Substance Abuse Professional (SAP); and
 - (b) Complies with and completes any treatment program recommended by the SAP; and
 - (c) Completes the return to duty testing requirements set forth above with a negative result.

(D) Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

(E) Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

(A) Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

(B) Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

(A) Voluntary Referral

1. Before Testing

- (a) Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.

- (b) Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- (c) The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

(B) Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

(C) Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

APPENDIX CD
FMLA FORMS

NOTIFICATION TO EMPLOYER OF NEED FOR FAMILY MEDICAL LEAVE

Return this form to Human Resources upon completion. Receipt of a Certification of Health Care Provider is required prior to approval of leave.

EMPLOYEE: _____

DEPARTMENT: _____

DATES OF LEAVE: _____ to _____
start end

REASON FOR LEAVE:

- _____ the birth and care of the newborn child of the employee
- _____ for placement with the employee of a son or daughter for adoption or foster care
- _____ to care for an immediate family member (spouse, child, or parent) with a serious health condition
- _____ to take medical leave when the employee is unable to work because of a serious health condition
- _____ for a qualified emergency arising from a family member's active military duty

LEAVE IS EXPECTED TO BE:

- _____ Continuous
- _____ Intermittent: _____
- _____ Reduced Schedule: _____

Employee Signature

Date

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____
Health Care Provider's name: (Print) _____
Health Care Provider's business address: _____
Type of practice / Medical specialty: _____
Telephone: () _____ Fax: () _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. After completing Part A, complete Part B to provide information about the amount of leave needed. Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

- (1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)
- (2) Provide your best estimate of how long the condition lasted or will last: _____
- (3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (☐ had / ☐ will have) planned medical treatment(s) (scheduled medical visits) (e.g., psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (☐ was / ☐ will be) referred to other health care provider(s) for evaluation or treatment(s).

State the nature of such treatments: (e.g., cardiologist, physical therapy) _____

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery (e.g., 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a reduced schedule.

Provide your best estimate of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week) _____

- (8) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

- (10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT
If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act**

U.S. Department of Labor
Wage Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name:
First Middle Last
- (2) Employer name: Date: (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days. 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

- (1) Name of the family member for whom you will provide care:
- (2) Select the relationship of the family member to you. The family member is your:
- ☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your best estimate of the amount of leave needed to provide the care described: _____

(5) If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work
(hours per day) _____ (days per week).

Employee Signature _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. After completing Part A, complete Part B to provide information about the amount of leave needed. Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your best estimate of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient
(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____
- ☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
The patient (☐ was / ☐ will be) seen on the following date(s): _____
The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)
- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

- (7) Due to the condition, the patient (☐ had / ☐ will have) planned medical treatment(s) (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____
- (8) Due to the condition, the patient (☐ was / ☐ will be) referred to other health care provider(s) for evaluation or treatment(s).
State the nature of such treatments: (e.g. cardiologist, physical therapy) _____
Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).
Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Signature of

Health Care Provider _____

Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Condition: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

APPENDIX **D E**
SNOW PLAN

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A-List

Foreman #1	Supervisor
Foreman #2	Route #
Bargaining Unit Member #1	Route #
Bargaining Unit Member #2	Route #
Bargaining Unit Member #3	Route #
Bargaining Unit Member #4	Route #
Bargaining Unit Member #5	Route #
Bargaining Unit Member #6	Route #
Bargaining Unit Member #7	Route #
Bargaining Unit Member #8	Route #
Bargaining Unit Member #B-List fill-in	Route #

B-List

Foreman #3	Supervisor
Foreman #4	Route #
Bargaining Unit Member #9	Route #
Bargaining Unit Member #10	Route #
Bargaining Unit Member #11	Route #
Bargaining Unit Member #12	Route #
Bargaining Unit Member #13	Route #
Bargaining Unit Member #14	Route #
Bargaining Unit Member #15	Route #
Bargaining Unit Member #16	Route #
Bargaining Unit Member #B-List fill-in	Route #

Appendix E Dues Deduction Form

UNION LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.


I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues and monthly membership dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

In exchange for obtaining the benefit of exclusive representation by Local 150, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 150. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 150 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Print Name _____ Signature of Employee X _____

Reg. or S.S. No. _____ Date _____

 1st Copy-Union 2nd Copy-Member



**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 150, PUBLIC EMPLOYEES
DIVISION
AND
UNITED CITY OF YORKVILLE**

MAY 1, 2021 THROUGH APRIL 30, 2026

TABLE OF CONTENTS

PREAMBLE	4
AGREEMENT	4
ARTICLE I. RECOGNITION	4
ARTICLE II. UNION RIGHTS	4
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS	4
SECTION 2.2: UNION BULLETIN BOARD	5
ARTICLE III. UNION DUES/FAIR SHARE CHECKOFF	5
SECTION 3.1: DEDUCTIONS	5
SECTION 3.2: HOLD HARMLESS	6
ARTICLE IV. HOURS OF WORK AND OVERTIME	6
SECTION 4.1: WORKDAY AND WORKWEEK	6
SECTION 4.2: LUNCH/REST PERIODS	6
SECTION 4.3: MANDATORY REST PERIOD	7
SECTION 4.4: MEAL ALLOWANCE	7
SECTION 4.5: OVERTIME COMPENSATION	7
SECTION 4.6: OVERTIME DISTRIBUTION	8
SECTION 4.7: SNOW PLAN	8
SECTION 4.8: CALLBACK	8
SECTION 4.9: PAGER/PHONE USAGE	9
SECTION 4.10: SECTION ON-CALL ASSIGNMENTS	11
SECTION 4.11: COMPENSATORY TIME OFF	11
ARTICLE V. SENIORITY	11
SECTION 5.1: SENIORITY DEFINED	11
SECTION 5.2: BREAKS IN CONTINUOUS SERVICE	12
SECTION 5.3: SENIORITY LIST	12
SECTION 5.4: PROBATIONARY EMPLOYEES	12
ARTICLE VI. LAYOFF AND RECALL	12
SECTION 6.1: DEFINITION AND NOTICE	12
SECTION 6.2: GENERAL PROCEDURES	12
SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES	13
SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES	13
ARTICLE VII. DISCIPLINARY PROCEDURES	13
SECTION 7.1: EMPLOYEE DISCIPLINE	13
SECTION 7.2: RIGHT TO REPRESENTATION	14
ARTICLE VIII. GRIEVANCE PROCEDURE	14
SECTION 8.1: GRIEVANCE DEFINED	14
SECTION 8.2: GRIEVANCE STEPS	14

SECTION 8.3:	GRIEVANCE FORMS	15
SECTION 8.4:	SETTLEMENTS AND TIME LIMITS	16
SECTION 8.5:	UNION STEWARDS	16
ARTICLE IX. HOLIDAYS.....		16
SECTION 9.1:	GENERAL INFORMATION	16
SECTION 9.2:	SPECIFIC APPLICATIONS	16
SECTION 9.3:	HOLIDAY PAY	17
SECTION 9.4:	FLOATING HOLIDAYS	17
ARTICLE X. VACATION.....		17
SECTION 10.1:	VACATION ACCRUAL/USAGE	17
SECTION 10.2:	VACATION SCHEDULING	17
SECTION 10.3:	VACATION USAGE	18
SECTION 10.4:	ACCUMULATED VACATION AT SEPARATION.....	18
ARTICLE XI. SICK LEAVE		18
SECTION 11.1:	SICK LEAVE UTILIZATION	18
SECTION 11.2:	UNUSED SICK LEAVE	19
SECTION 11.3:	PENSION BENEFIT AT RETIREMENT.....	19
ARTICLE XII. LEAVES OF ABSENCE.....		19
SECTION 12.1:	DISABILITY LEAVE	19
SECTION 12.2:	DISCRETIONARY LEAVE OF ABSENCE	20
SECTION 12.3:	FUNERAL LEAVE	20
SECTION 12.4:	FAMILY AND MEDICAL LEAVE	20
SECTION 12.5:	JURY DUTY LEAVE	29
ARTICLE XIII. HEALTH INSURANCE.....		29
SECTION 13.1:	HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS	29
SECTION 13.2:	LIFE, DENTAL AND VISION COVERAGE.....	Error! Bookmark not defined.
SECTION 13.3:	OPT OUT INCENTIVE	30
ARTICLE XIV. EMPLOYEE TRAINING AND EDUCATION.....		30
SECTION 14.1:	TRAINING	30
SECTION 14.2:	COMPENSATION	30
SECTION 14.3:	CDL LICENSE	31
SECTION 14.4:	EDUCATIONAL INCENTIVE.....	31
ARTICLE XV. SAFETY.....		32
SECTION 15.1:	COMPLIANCE WITH LAWS.....	32
SECTION 15.2:	UNSAFE CONDITIONS	32
ARTICLE XVI. LABOR-MANAGEMENT MEETINGS.....		32
SECTION 16.1:	LABOR-MANAGEMENT CONFERENCES	32
SECTION 16.2:	PURPOSE	32

ARTICLE XVII. SUBCONTRACTING	33
SECTION 17.1: NO SUBCONTRACTING	33
SECTION 17.2: BARGAINING UNIT WORK	33
ARTICLE XVIII. UNIFORMS AND EQUIPMENT	33
SECTION 18.1: UNIFORMS	33
SECTION 18.2: PROTECTIVE CLOTHING	33
SECTION 18.3: PRESCRIPTION SAFETY GLASSES	33
ARTICLE XIX. PERSONNEL RECORDS	34
SECTION 19.1: PERSONNEL RECORDS	34
SECTION 19.2: RIGHT OF INSPECTION AND COPIES	34
SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS	34
ARTICLE XX. NO STRIKE / NO LOCKOUT	34
SECTION 20.1: NO STRIKE	34
SECTION 20.2: NO LOCKOUT	34
SECTION 20.3: LEGITIMATE PICKET LINE	34
ARTICLE XXI. WAGES	36
ARTICLE XXII. DRUG AND ALCOHOL POLICY	36
ARTICLE XXIII. FILLING OF VACANCIES/PROMOTIONS	37
SECTION 23.1: POSTING	37
SECTION 23.2: PROMOTIONS	37
ARTICLE XXIV. SECONDARY EMPLOYMENT	37
ARTICLE XXV. SAVINGS CLAUSE	38
ARTICLE XXVI. MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT CLAUSE	38
SECTION 26.1: MAINTENANCE OF ECONOMIC BENEFITS CLAUSE	38
SECTION 26.2: COMPLETE AGREEMENT CLAUSE	38
ARTICLE XXVII. RENEWAL	38
APPENDIX A WAGE RATES	40
APPENDIX B DRUG AND ALCOHOL POLICY	42
APPENDIX C FMLA FORMS	55
APPENDIX D SNOW PLAN	64
APPENDIX E LOCAL DUES DEDUCTION FORM	70

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the United City of Yorkville, Illinois, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED**

All full-time and regular part-time employees in the department of Public Works, and the department of Parks, in the following classifications: Maintenance Worker I, Maintenance Worker II, and Operator.

****EXCLUDED**

All other employees.

ARTICLE II. UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The City shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit following advance notice to management. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive

representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

Within ten (10) calendar days from the date of hire of a bargaining unit employees, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, file with the employer.

SECTION 2.2: The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the City and the Union.
UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board at each work location. The board(s) shall be for the sole and exclusive use of the Union.

ARTICLE III.
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

The Employer agrees to deduct from the pay of those employees covered by this Agreement who have signed a voluntary authorization form (attached as Appendix E) any or all of the following:

- (A) Union membership dues, assessments, PAC, or fees; and
- (B) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statutes.

Upon receipt of an appropriate written voluntary authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a bi-weekly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: HOLD HARMLESS

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

**ARTICLE IV.
HOURS OF WORK AND OVERTIME**

SECTION 4.1: WORKDAY AND WORKWEEK

- (A) The workday for bargaining unit employees is eight (8) hours and the workweek is forty (40) hours.
- (B) Hours
 - 1. Except as set forth below, the hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday
 - 2. During the baseball season, the City may deviate from the regular shift time and may schedule bargaining unit employees to perform ballfield maintenance to begin working as early as 5:00 am for a normal 8.5-hour shift under normal hourly wages on Saturdays and Sundays. Hours worked outside of a regularly scheduled shift on Saturday and Sunday shall be compensated at the appropriate overtime rate of pay. It is agreed that part-time, temporary, seasonal, and non-bargaining unit staff may perform field maintenance for the Championship games of any baseball tournaments.
 - 3. The Employer will post all overtime opportunities for special events four weeks prior to the event. Employees who work any of the City's special events will be awarded compensatory time for all hours worked on the event beyond the employee's regularly scheduled hours at a rate of one and one-half hour for every hour worked beyond his/her regularly scheduled hours. This provision shall not be construed as a guarantee that bargaining unit employees will be assigned to work special events.
 - 4. Employees who are assigned for weekend water checks or who are unscheduled and called-in to maintain the baseball fields may choose to receive overtime pay at the applicable rate or compensatory time for those hours.

SECTION 4.2: LUNCH/REST PERIODS

- (A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the work day and one during the second half of the work day. Employees will be allowed to continue the practice of combining these two breaks

at the end of the day, subject to approval by supervisor. Employees will be allowed to leave the premises during break times with the approval of the supervisor.

- (B) Employees shall be granted a one half hour lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave work forty five (45) minutes early, or shall be compensated at the rate of one half hour of appropriate overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four hour period, he shall be permitted to do so.

SECTION 4.4: MEAL ALLOWANCE

The practice of providing meals to employees shall be consistent with prior practice and procedure.

SECTION 4.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

1. Except as provided for in this agreement, a bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work outside of his/her normal work day or work week, as defined in Section 1 of this Article.
2. Employees scheduled for water checks on designated holidays shall receive double time in the form of compensatory time or compensation, per the employee's discretion.
3. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all unscheduled hours actually worked on designated holidays. For example, if the employee is called out to at 7:00 pm on Labor Day for an eight hour shift, the shift shall be paid for five hours at 2x pay and 3 hours at 1.5x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, the two-hour shift shall be paid by 0.5 hours at 1.5x pay and 1.5 hours at 2x pay.
4. Time paid for but not worked shall be counted as "time worked" for purposes of computing overtime compensation.
5. Compensation will not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

SECTION 4.6: OVERTIME DISTRIBUTION

The Employer agrees to distribute overtime as equally as possible in each department amongst those bargaining unit employees who usually perform the type of work at issue, then within the bargaining unit. For example, if the Employer cannot staff the overtime assignment with bargaining unit employees from within the department, the Employer shall next offer the overtime assignment to bargaining unit employees outside the department. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations. On April 1st and November 1st of each calendar year, any employee not interested in working overtime may so notify the Employer. This notification does not relieve the employee from working overtime in emergency situations or in circumstances where the Employer cannot otherwise staff overtime assignments.

Except as provided in Section 4.1(B)(2), the employment of part-time, temporary, seasonal or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, the Employer reserves the right to select individuals to work overtime hours based on the intensity of the situation that causes the overtime, the response time needed, the quality of work needed, and whether an employee with supervisory authority is needed on site. If the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

SECTION 4.7: SNOW PLAN

Each snow event will correspond with a list of preferred employees for call-in. There shall be an A-list and B-list. The week that contains the first snow event of the season shall be determined to be an A-list week. During this week, the A-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If an A-list employee is not available, then the employee on the B-list that maintains the same route shall be called in and given the opportunity to work the snow event. For the next consecutive week (Monday-Sunday), the B-list employees shall be called-in first for winter road maintenance (snow, ice, sleet). If a B-list employee is not available, then the employee on the A-list that maintains the same route shall be called in and given the opportunity to work the snow event. In the event the A-list and B-list route employees are not available, the supervisor on duty shall call other non-scheduled employees at their discretion. If a post-snow operation call-back is required, the Employer shall call back employees from the respective A or B list.

The general rosters for the lists are included as an attachment in Appendix E. This list is an example of the structure of the rosters, and could change based on scheduled time off, illness, availability of employees, and other factors.

SECTION 4.8: CALLBACK

A "callback" is defined as an official assignment of work which is outside of an employee's regularly scheduled working hours as defined above. Callbacks shall be compensated

at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback.

SECTION 4.9: PAGER/PHONE USAGE

This policy is intended to provide guidelines for the proper use of cellular telephones. Cellular telephones are provided to employees as business needs indicate. An employee who violates the terms of this policy may be subject to disciplinary action including suspension and/or termination as stated in section 5 of the employee manual.

Eligibility Criteria

Employees eligible for assignment of City-owned cellular telephones are those designated by the City Administrator and/or the Chief of Police, including (but not limited to):

1. Employees who are frequently in a vehicle, if the individual must conduct City business by the telephone while in the field, and it can be shown that cost savings and customer service efficiently will be realized through the use of such devices;
2. Employees who have a critical need to maintain accessibility with other department directors, City management staff and public officials, in order to insure uninterrupted customer services and/or the integrity of the City;
3. Public safety positions, as determined by the Chief of Police, as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations, or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
4. Department Heads and employees who have responsibility for responding to public safety incidents in the field.

Business Use of Cellular Phones

Where job or business needs demand immediate access to an employee, the City may issue a City-owned cell phone or allow an employee to elect a cell phone stipend of \$45 per month for business use of their personal phone in accordance with the Cellular Phone Allowance Agreement (found in Appendix X of the employee manual). The Cellular Phone Allowance Agreement allows employees to use a single phone for personal and business use through reimbursing the City for personal use of a phone or by receiving a stipend to use their personal phone for business use.

Employee Responsibilities

Employees are required to obey all laws governing the operation and use of vehicle in effect at the time. Violation of any traffic law or rule, regardless of whether a citation is issued or the disposition of any changes, is grounds for discipline, up to and including termination.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are permitted a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

Employees will be allowed to review the invoices for the cellular phone assigned to them and be prepared to verify the calls listed on the invoice. Employees will reimburse the City for all charges determined to be inappropriate by the Department Head, Finance Director or City Administrator.

Reimbursements shall be made within 30 days of receipt of invoice by the department at the overage rate of the approved City's vendor.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Failure to maintain a working phone and appropriate service contract will result in the immediate cancellation of the stipend payment.

The use of camera phones to photograph City employees or information is strictly prohibited without the express permission of the Department Head. This is necessary to secure employee privacy, and other business information.

The employee shall release records of cellular phone use in compliance with City and State regulations and policies. This includes information pertaining to City business that may be subject to the Freedom of Information Act, as well as cellular phone records in the event of an accident or injury in which such records may help determine the cause of such accident.

Repairs and Replacements of Equipment

If there is a potential that equipment may be lost or damaged, the employee is responsible for making reasonable accommodations to protect the equipment. City provided cellular telephone equipment will be repaired or replaced according to one of the following:

1. Personal cellular telephone equipment with a City reimbursement that requires repair or replacement due damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City (up to a maximum of \$200.00). The employee must have made a reasonable accommodation to protect this equipment. City-issued cellular telephone equipment that requires repair or replacement due to normal wear and tear, damage as a result of City job related duties or responsibilities or a situation outside the control of the employee will be repaired or replaced at the expense of the City.

2. In the event that the loss or damage is determined not to be in the course of employment or is found to be due to the employee's negligence, no reimbursement shall be made. Replacement/Repair shall only be provided after approval by the employee's Department Head and City Administrator. This will be subject to corrective action as determined by the Department Head or designee.

Termination

Upon termination, the employee is to return his/her City issued cellular telephone as well as any accessories to the City. The City issued telephone number is the property of the City and shall remain under the City's ownership.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be expected to bear the cost of a replacement.

SECTION 4.10: ON-CALL ASSIGNMENTS

On call assignments shall be consistent with the provisions of this agreement.

SECTION 4.11: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee, and the Employer. Compensatory blocks shall be for a minimum of fifteen (15) minute increments. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than two hundred and forty (240) hours of compensatory time. Compensatory time off shall be scheduled, and approved the same as vacation time. Should an employee desire, he shall be permitted to cash out a maximum of eighty (80) hours per fiscal year without further approval by the City.

ARTICLE V. SENIORITY

SECTION 5.1: SENIORITY DEFINED

Except for purposes of layoff, an employee's seniority shall be the period of the employee's most recent continuous regular employment with the Employer, in the bargaining unit.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity after layoffs for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

Once each year the Employer shall post a Bargaining Unit seniority list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first 12 months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed his/her required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

ARTICLE VI. LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. However, prior to laying off any bargaining unit employees, all temporary, probationary, or part-time employees who perform work customarily performed by bargaining unit employees within the effected divisions shall be laid off or terminated, as the case may be; this provision shall not apply to foremen of the Parks or Public Works Departments. The City may lay off employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities, the need for specific licenses or certifications. A bargaining unit employee subject to layoff may replace a seasonal employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. Should a bargaining unit employee choose to replace a seasonal employee, he/she will retain all recall rights set forth in Section 6.4 below.

SECTION 6.3: AGREEMENT TO BARGAIN OVER LAYOFF ALTERNATIVES

The City and Union agree to negotiate over alternatives to layoffs, after the City has notified the Union as described in Section 6.1. The City shall have the ultimate authority to decide whether the alternatives proposed by the Union are accepted in full or in part, or rejected.

SECTION 6.4: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a preferential hiring list for thirty-six (36) months. Said preferential hiring list shall apply only to positions within the department of public works and the parks division. Employees shall be recalled in seniority order, provided they possess the requirements of the new position. No part-time or seasonal employees will be hired to do bargaining unit work during this time without first offering the work to a laid-off employee at the then applicable wage rate and benefits, if any, paid to seasonal employees. After thirty-six (36) months on layoff, an employee shall lose his/her seniority.

ARTICLE VII. DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Employees of the United City of Yorkville are expected to perform satisfactorily their assigned duties. The level of discipline imposed shall match the severity of the offense committed and in any appropriate circumstance — one or more steps in this process may be skipped. Disciplinary action may involve any one or more of the following:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
- (B) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII. GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement. SECTION 8.2:

SECTION 8.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS OR THE SUPERINTENDENT OF PARKS

The Union may submit a written grievance to the Director of Public Works, or the Superintendent of Parks within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of when the Union should have reasonably known of the events giving rise to the grievance. The Director of Public Works, the Superintendent of Parks, or his/her designee shall schedule a conference within five (5) business days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works, the Superintendent of Parks, or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Public Works, the Superintendent of Parks, or designee shall respond to the grievance in writing within ten (10) business days of receipt of the grievance.

STEP TWO: CITY ADMINISTRATOR

If the grievance remains unresolved at step one, or if the resolution at step one is not satisfactory to the Union, the Union may advance the written grievance to the City Administrator within ten (10) business days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The City Administrator or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the City Administrator or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If the grievance remains unresolved at step two, or if the step two response is not satisfactory to the Union, the Union may refer the grievance to arbitration within fifteen (15) business days of the step two response or the date the step two response was due. The Union shall request the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute. If either party objects, another panel will be requested and another arbitrator selected.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of

this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer, or the date the Employer's answer was due, will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by unilateral written notice.

SECTION 8.6: UNION STEWARDS

One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Steward. One (1) duly authorized bargaining unit representatives shall be designated by the Union in each department as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE IX. HOLIDAYS

SECTION 9.1: GENERAL INFORMATION

Holidays are the following:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Christmas Eve Day, Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. Moreover, on days when other Employer employees are allowed to go home early with pay, bargaining unit employees who are not given the time off shall be compensated with pay or receive compensatory time for the equivalent amount of hours as what was offered to other employees at overtime rate or compensatory time. For example, if office employees are allowed to leave 2 hours early, bargaining unit members shall be offered the choice of going home early that day or 2 hours of compensation at overtime rate (i.e. 3 hours), or 2 hours of compensatory time at overtime rate (i.e. 2 hours). For purposes of interpreting the preceding sentence, "go home early" shall not include telecommuting or working from home.

SECTION 9.2: SPECIFIC APPLICATIONS

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 9.3: HOLIDAY PAY

All employees shall receive eight (8) hours pay for each holiday. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours actually worked on designated holidays, with a guaranteed minimum of four (4) hours should an employee be called out on a holiday. For example, if the employee starts an eight-hour shift at 7:00pm on Labor Day, the shift shall be paid at five hours at 2x pay and three hours at 1.5x pay. For example, if the employee starts a three hour shift at 10:00pm on Labor Day, the employee shall receive four hours at 2x pay. For example, if the employee starts a two hour shift at 11:30pm the day before Labor Day, 0.5 hours shall be paid at 1.5x pay and 1.5 hours shall be paid at 2x pay.

SECTION 9.4: FLOATING HOLIDAYS

All employees shall be entitled to two (2) floating holidays to be used in each calendar year. Employees will not receive additional compensation for the floating holidays (i.e. no payout upon termination) and these floating holidays are the only floating holidays that employees are entitled to. Where practicable, employees shall notify the Employer of his/her intent to use a personal day within forty eight (48) hours in advance of the personal day.

ARTICLE X. VACATION

SECTION 10.1: VACATION ACCRUAL/USAGE

Bargaining unit employees shall be entitled to paid vacation days in accordance with the following schedule:

Service Time	Vacation Available
Six months through one year	40 hours
Beginning of one year through two years	40 hours
Beginning of two years through five years	80 hours (per year)
Beginning of six years through ten years	120 hours (per year)
Beginning of eleven years through fifteen years	160 hours (per year)
Beginning of sixteen years and beyond	200 hours (per year)

SECTION 10.2: VACATION SCHEDULING

Vacations shall be scheduled in advance, subject to approval by the Department head or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned. Beginning November 30th thru December 31st of the previous year, employees may begin scheduling vacations based on seniority basis in each department. The directors will approve those vacations within seven (7) days.

After January 1st of each year, vacations shall be scheduled on a first come basis. Requests to schedule 4 days or more of vacation shall be made at least seven (7) calendar days in

advance. Requests to schedule less than 4 days must be made at least three days in advance. Any request for time off may be approved past the deadlines, at the discretion of the City Administrator or his designee.

SECTION 10.3: VACATION USAGE

- (A) A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) New employees shall be eligible for vacation usage as defined within Section 10.1
- (C) An employee is permitted to carryover vacation from one year to the next year, but not beyond forty (40) hours and not beyond one year.
- (D) Vacation time may be used in increments of one-half shift or more.

SECTION 10.4: ACCUMULATED VACATION AT SEPARATION

- (A) Upon separation, an employee shall be paid for all unused, accrued and pro-rated vacation time based on the employee's current rate of pay.
- (B) In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

ARTICLE XI. SICK LEAVE

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees may use sick leave to care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).

SECTION 11.1: SICK LEAVE UTILIZATION

SECTION 11.2: Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein-may be taken by an employee who is unable to work by reason of a non-duty related illness, injury, disability, or medical appointment. Employees may also use sick leave to for the illness, injury, or medical

appointment for the employee immediate family. The phrase “immediate family” means the employee’s child, step-child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent.of the employee’s child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent care for a child or spouse who is ill. Employees shall accrue sick leave at the rate of twelve (12) days per year, one day per month. Sick leave will have a maximum accumulation of 120 days (960 hours).UNUSED SICK LEAVE

- (A) May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.
- (B) An employee who has at least twenty (20) years of service who elects normal retirement shall be paid for unused sick leave at the rate of fifty percent (50%) of his/her regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight hours of pay at the employee's regular daily rate of pay.

SECTION 11.3: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund. For the purposes of this section only, employees currently have a maximum accumulation of 120 days (960 hours) sick time.

ARTICLE XII. LEAVES OF ABSENCE

SECTION 12.1: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 12.2: DISCRETIONARY LEAVE OF ABSENCE

An employee with at least twelve (12) months seniority may petition the City Administrator for a special leave of absence. Such leave of absence is without pay or fringe benefits. A leave may be granted for good cause.

SECTION 12.3: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit Employee, said Employee shall be granted three (3) days off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent or step-grandparent, and grandchildren.

When death occurs in the extended family of any bargaining unit Employee, said Employee shall be granted one (1) day off without loss of pay. Additional time needed by the Employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the Employee's discretion.

For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle or those who have achieved familial status by living in the household.

SECTION 12.4: FAMILY AND MEDICAL LEAVE

(A) General Statement

It is the policy of the United City of Yorkville (the "City") to provide up to twelve (12) weeks of unpaid family and medical leave during a 12-month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 as amended ("FMLA"). The 12-month period is measured using a rolling backward year as of the date of the commencement of the FMLA leave.

(B) Eligibility

In order to qualify to take family and medical leave under this policy, an employee must have worked for the city for at least twelve (12) months and at least 1,250 hours during the twelve (12) month period immediately before the date when the leave would begin.

(C) Reasons for Leave

A leave of up to twelve (12) weeks may be requested for any of the following reasons:

1. The birth of a child and to care for the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, child, or parent who has a serious health condition;
4. A serious health condition that makes the employee unable to perform the essential functions of his or her job.
5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that an employee's spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A leave of up to twenty-six (26) weeks may be requested to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Spouses both employed by the City who request Child Care Leave or leave to care for an ill parent may only take combined aggregate total of twelve (12) weeks during any 12-month period.

Employees will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. Employees who misrepresent facts in order to be granted an FMLA leave will be subject to immediate termination.

(D) Serious Health Condition

For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. **Hospital Care.** Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

2. **Absence Plus Treatment.** A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
3. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care;
4. **Chronic Conditions Requiring Treatment.** A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
5. **Permanent/Long-term Conditions Requiring Supervision.** A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
6. **Multiple Treatments (non-chronic conditions).** Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

(E) **Qualifying Exigency Leave**

If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the

dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

1. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
2. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) prenatal care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.
3. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
4. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include "parents in law".
5. Parental care — eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
6. Rest and Recuperation — eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting for the dates of the leave.

(F) Military Caregiver Leave

If you have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more City employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

1. A "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list, for a serious injury or illness; or is a covered veteran (discharged for other than "dishonorable" reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable).
2. "Outpatient status" means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
3. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The

Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

4. "Serious injury or illness" for a Current Service Member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.
5. Any request under the Service member Family Leave provision(s) due to a serious injury or illness of a Current Service member must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

(G) GINA Rights

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

(H) Leave is Unpaid

FMLA leave is generally unpaid leave. If an employee requests FMLA time off, any accrued paid vacation and personal time must first be substituted and used for unpaid FMLA leave. If an employee requests Employee Medical Leave, any accrued paid vacation, personal and applicable sick leave must first be substituted and used for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time or use of short-term disability does not

extend the 12-week leave period. Employee otherwise unpaid Medical Leave will also run concurrently with leave taken under the City's disability leave policy and workers' compensation leave, if taken for an FMLA qualifying serious health condition.

If an employee takes vacation time/sick leave using salary continuation for a condition that constitutes or progresses into a serious health condition, the City may designate all or some portion of such leave as under this policy, to the extent that the paid leave meets the necessary qualifications.

(I) Notice of Leave

If an employee's need for FMLA leave is foreseeable, the employee must give the City at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the City as soon as practicable, generally within one to two business days of learning of the employee's need for leave. A request must be made in writing on the City's forms (Appendix K), available in personnel.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the City has previously granted you FMLA-protected leave, you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work. It is not sufficient to simply "call in sick" without providing additional information which would provide the City with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the City consistent with the City's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

(J) Medical Certification

If an employee is requesting Employee Medical or Family Medical Leave the employee and the relevant health care provider must supply appropriate medical certification. The City will supply all employees with medical certification forms. The medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. In its discretion and at its own expense, the City may require a second medical opinion, and if the first and second opinions differ, a third medical opinion. The third opinion will be provided by a health care provider approved jointly by the employee and the City and will be binding. The City may also require recertification periodically during a leave, and employees will be required to present a fitness-for-duty certificate upon return to work following an employee medical leave.

(K) Medical and Other Benefits

During an FMLA leave, the City will maintain the employee's health benefits on the same conditions as if the employee had continued working. If paid leave is substituted for unpaid FMLA leave, the City will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must make arrangements with the City to pay his/her portion of the premium. Group health care coverage will cease if the employee's premium payment is more than thirty (30) days late, but the employee will be notified at least fifteen (15) days before coverage lapses. Additionally, if the employee fails to return from leave, the City will require repayment of any premium that was paid for maintaining the health coverage for the employee, unless the employee does not return because of a continuing or recurring serious health condition of either the employee or a covered member, or because of other circumstances beyond the employee's control.

Employees are not entitled to other benefits or seniority accrual during the FMLA leave.. Any changes in benefit plan provisions and costs may apply to individuals on FMLA leave the same as if they were actively employed, according to the terms of the applicable plan.

(L) Returning from Leave

Employees who return to work from FMLA within or on the business day following expiration of the twelve (12) weeks are entitled to return to his or her same position or to an equivalent position with equal benefits, pay or other terms and conditions of employment. The City may choose to exempt certain highly compensated ("key") employees from this requirement and not return them to the same or similar position. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and

conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If your leave was due to your own serious health condition, you will be required to provide medical certification that you are fit to resume work. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

(M) Reporting While on Leave

The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(N) Intermittent and Reduced Schedule Leave

FMLA leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours an employee works per work week or workday) if medically necessary. If FMLA leave is unpaid, the City will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on intermittent or reduced schedule FMLA leave, the city may temporarily transfer the employee to an available alternative position that better accommodates the employee recurring leave and which has equivalent pay and benefits.

(O) Policy Administration

This policy is intended to comply with and will be administered in accordance with the Family and Medical Leave Act, as amended, and any applicable regulations, definitions and law there under, as well as any state family or medical leave laws granting additional rights that are applicable to employees employed in Illinois.

(P) Interrelation of Leaves

Any leave taken pursuant to this policy, other City policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state family or medical leave act, will be counted against the employee's available leave under the applicable City policies, collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

For example, the City complies with the Americans with Disabilities Act ("ADA") and any other law that allows for reasonable accommodations to disabled employees and employees who are pregnant or have a pregnancy related disability. The City may approve a reasonable request for an extension of a leave of absence beyond the amount reflected in the FMLA as a form of a reasonable accommodation in appropriate cases.

(Q) Anti-Retaliation Provisions

Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Manager so that the matter can be promptly investigated and remedied as appropriate

(R) FMLA Forms

Forms to be used in conjunction with requesting to use FMLA time are attached to this manual as Appendix D.

(S) Benefits While on Leave

While on FMLA leave, an employee will continue to receive health insurance coverage on the same basis as if the employee were actively working (and provided employee pays co-premium amounts). Employees retain the seniority and paid time off benefits that were accrued prior to the start of the leave (if any are remaining) but the employee will not otherwise accrue seniority or paid time off benefits while on unpaid FMLA leave. Reinstatement upon completion of an approved FMLA leave will be handled in accordance with the law.

SECTION 12.5: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. Any payment received by the employee from the court for jury duty shall be given to the City because the employee is receiving full pay while on jury duty leave. The employee may keep any meal and travel allowances provided by the Courts for jury duty.

**ARTICLE XIII.
HEALTH INSURANCE**

SECTION 13.1: HEALTH INSURANCE PREMIUMS AND CONTRIBUTIONS

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate as long as the City imposes the identical changes on all other City employees who participate in this group health insurance plan (except employees in protective services bargaining units eligible for interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act). Effective May 1, 2021 and continuing through April 30, 2026, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan

offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans.

SECTION 13.2: LIFE, DENTAL AND VISION COVERAGE

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage's, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

The Employer shall provide the same Disability Insurance that it provides to all other non-bargaining unit employees. The Employer shall provide, and maintain all other benefits provided at the levels and cost during the term of this agreement.

SECTION 13.3: OPT OUT INCENTIVE

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of \$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE XIV. EMPLOYEE TRAINING AND EDUCATION

SECTION 14.1: TRAINING

With the understanding that the management has the discretion to decide when training is necessary and that such decisions are often influenced by budgetary considerations, all employees, within divisions and specializations, will be given equal opportunities to train in order to advance within the City as well as to better serve the public.

SECTION 14.2: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the Employer requires an employee to attend. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Illinois State Training Board. Employees shall be reimbursed for meals at the maximum rate of \$50 per day. Meal receipts must be turned in to process reimbursements. In the event that an employee needs to stay

overnight at such training/school session, the Employer will pay the cost of lodging in accordance with the City's employee manual.

SECTION 14.3: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain. The employer shall continue the practice of paying for employee's physical as required to maintain their CDL.

SECTION 14.4: EDUCATIONAL INCENTIVE

All requests by an employee for the enrollment to a college degree program or college coursework which must be job related must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) bachelor's degree; and, (iv) master's degree. Then all courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

The City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations.

The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a C-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a C-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

0-6 months of completion of course	100%
7-12 months of completion of course	75%
13-18 months of completion of course	50%
19-24 months of completion of course	25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois as is designated at the time of class approval.

ARTICLE XV. SAFETY

SECTION 15.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 15.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

ARTICLE XVI. LABOR-MANAGEMENT MEETINGS

SECTION 16.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 16.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**ARTICLE XVII.
SUBCONTRACTING**

SECTION 17.1: NO SUBCONTRACTING

There shall be no subcontracting of bargaining unit work that results in a reduction of hours worked by bargaining unit employees. The employer may subcontract specialty and emergency work in circumstances where bargaining unit members lack the necessary equipment or skills to perform the work.

SECTION 17.2: BARGAINING UNIT WORK

Subject to the limitations set forth in Sections 4.1 and 4.6 work historically performed by bargaining unit members shall continue to be performed by bargaining unit members and shall not be performed by non-bargaining unit members, including, but not limited to, management or volunteers. To the extent work has historically been performed by bargaining unit and non-bargaining unit members, the work may continue to be worked by both in the same manner.

**ARTICLE XVIII.
UNIFORMS AND EQUIPMENT**

SECTION 18.1: UNIFORMS

The Employer shall maintain the practice of providing t-shirts, long-sleeved shirts, concrete boots (5 buckle and 2 buckle), personal protective equipment and rain gear. New hires shall receive \$950 check for purchase of uniforms, winter gear and boots. On May 1st of each year, the City will provide each bargaining unit employee with \$750 check for purposes of purchasing uniforms, winter gear and boots. Please note that the checks are taxable income.

SECTION 18.2: PROTECTIVE CLOTHING

The Employer shall provide all necessary items of protective clothing and safety gear.

SECTION 18.3: PRESCRIPTION SAFETY GLASSES

Bargaining unit employees who are subject to assignments or situations necessitating protective eye glasses shall be reimbursed for purchasing prescription safety glasses as follows:

- (A) Reimbursement may be made once every three years;
- (B) The Employer shall reimburse fifty percent (50%) of the cost for one (1) pair of prescription safety glasses.
- (C) The Employer further agrees to replace glasses should an employee's original pair become damaged/broken on the job.

- (D) If the employee voluntarily resigns their employment with the City within 1 month of purchasing new safety glasses, the employee will be responsible for the cost of those safety glasses or to return the safety glasses to the employer.

ARTICLE XIX. PERSONNEL RECORDS

SECTION 19.1: PERSONNEL RECORDS

The personnel record is available during regular business hours for an employee and/or his/her designee to review. Employees should contact the Human Resources Manager to arrange a time to review their personnel record.

SECTION 19.2: RIGHT OF INSPECTION AND COPIES

An employee will be granted the right to inspect his/her personnel and/or medical records during working time no more than two times per year. An employee may obtain a copy of his/her record upon request to the Human Resources Manager. Copies shall be provided, at no charge to the employee, within two (2) business days.

SECTION 19.3: REMOVAL OF PERFORMANCE BASED WARNINGS

All performance based warnings shall automatically be removed from an employee's file after twelve (12) months from occurrence.

ARTICLE XX. NO STRIKE / NO LOCKOUT

SECTION 20.1: NO STRIKE

During the term of this Agreement, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, or other unlawful acts or actions having the effect of exhibiting an unlawful refusal to work at any time for any reason.

SECTION 20.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

SECTION 20.3: LEGITIMATE PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the Union party to this Agreement and including picket lines at the Employer's

place or places of business. Furthermore, an employee may refuse to cross any picket line when he fears that bodily harm may be done to him.

ARTICLE XXI. BARGAINING RIGHTS

SECTION 21.1: UNION RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This shall include the right to bargain collectively with regard to Employer policy matters directly affecting wages, hours and terms and conditions of employment.

SECTION 21.2: MANAGEMENT RIGHTS

Subject to the express provisions of the agreement, the Employer retains all its traditional rights through its City Administrator and his/her agents and designees to manage and direct the affairs of the Employer in all of their various aspects and to manage and direct employees, including the following: to determine the mission of the Employer and its various departments; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Employer and its various departments; to supervise and direct the working forces; to hire, assign, transfer and promote employees; to establish the qualifications of employment, and to determine the number of employees; to schedule and assign work; to establish and or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders procedures and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause (including probationary employees without just cause); to alter, change, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees when necessary when determined by the Employer; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities, and work assignments of any position or job classification; provided, that the exercise of such management rights listed above by the Employer shall not conflict with the express provisions of this Agreement. The Employer expressly reserves the right under this agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Employer may establish all requirements, rules, policies and procedures and orientation for newly hired employees during their probationary period, so long as such requirements, rules, policies and procedures and orientation do not conflict with the express provisions of this Agreement.

ARTICLE XXII. WAGES

Effective May 1, 2021, each employee employed on the date of ratification of this Agreement shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroaction on all hours paid).

Effective May 1, 2022, each employee shall receive a 2.5% increase as set forth in Appendix A, followed by a step increase on the anniversary date. (Retroactive on all hours paid)

Effective May 1, 2023, each employee shall receive a 2.75% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2024, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

Effective May 1, 2025, each employee shall receive a 3% increase as set forth in Appendix A, followed by a step increase on the anniversary date.

A longevity stipend will be made to all full-time employees based on the following schedule. This stipend is added to the employee's annual salary.

After 6 years, but less than 9 years	\$ 750
After 9 years, but less than 14 years	\$1000
After 14 years, but less than 20 years	\$1250
After 20 years, but less than 25 years	\$1500
After 25 years	\$2000

Any questions the Employer has regarding an employee's time sheet shall be brought to the employee's attention before the Employer issues the paycheck.

ARTICLE XXIII. DRUG AND ALCOHOL POLICY

All bargaining unit employees required to have a Commercial Driver's License are subject to drug and alcohol testing under the Department of Transportation Federal Regulations 49 CFR Part 40 Section 382 as set forth in Appendix C, attached hereto and made a part hereof. Said regulations are subject to change from time to time.

**ARTICLE XXIV.
FILLING OF VACANCIES/PROMOTIONS**

SECTION 24.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new position within the bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 24.2: PROMOTIONS

Nothing in this CBA shall interfere with or limit the Employer's ability to promote an employee to a higher classification. In the event an employee in the Maintenance Worker I classification has not been promoted after Step 11, he shall automatically move to the Maintenance Worker 2 classification upon completion of Step 11 unless Employer notifies them in advance of the performance or qualification reasons why they will not be promoted. In the event the Employer notifies the employee of their non-promotion from MWI to MWII, the Employer and Union shall meet in order to establish a performance improvement plan for said employee, should said employee so desire. For Employees promoted from MWI to MWII under this section, the employee shall be compensated as a Maintenance Worker 2 in the step closest to, but higher than, his previous Maintenance Worker 1 step. Promotions from Maintenance Worker 1 to Maintenance Worker 2 to Operator shall be discussed in Labor-Management conferences, where the parties shall discuss procedures and standards for promotions.

**ARTICLE XXV.
SECONDARY EMPLOYMENT**

Employees primary employment responsibilities are to the City. Secondary employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work emergency callbacks, overtime, or different hours. Employees may hold secondary employment, including self-employment, provided such employment does not: 1) interfere with the performance of City duties; 2) present a potential conflict of interest; 3) result in outside work being performed during an employee's work shift; 4) involve the use of city equipment or supplies. Employees shall be permitted to engage in secondary employment only with the prior written approval of their Department Head. If granted permission for secondary employment an employee's Department Head may revoke the permission where it appears to the Department Head that such activity conflicts with the standards set forth above. Employees who engage in secondary employment shall notify their Department Head of the addresses and phone numbers where they can be contacted, if necessary, for their normal work schedule, of the name of their supervisor (if applicable), and of the type of work they are (or will be) performing. If secondary work activity does cause or contribute to job-related problems, the City may rescind its approval of such employment and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

**ARTICLE XXVI.
SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

**ARTICLE XXVII.
MAINTENANCE OF ECONOMIC BENEFITS AND COMPLETE AGREEMENT
CLAUSE**

**SECTION 27.1: MAINTENANCE OF ECONOMIC BENEFITS
CLAUSE**

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect for bargaining unit members shall continue and remain in effect until such time as the City shall notify the Union of its intention to eliminate or change them. Upon such notification, and if requested by the Union, the City shall meet and negotiate such change before it is finally implemented by the City. If the Union becomes aware of such a change and has not received notification from the City, the Union must notify the City within fourteen (14) days of the date the Union became aware or should have reasonably become aware of such change and request negotiations or such inaction shall act as a waiver of the right to such negotiations by the Union. If no agreement is reached within thirty (30) calendar days after discussions begin, the Union shall have the right to defer the dispute over the change to arbitration as set forth in Section 14 of the Illinois Public Labor Relations Act.

SECTION 27.2: COMPLETE AGREEMENT CLAUSE

The parties agree that during the course of negotiations for this agreement they each had a full opportunity to raise and collectively bargain over all appropriate subjects of bargaining.

For the duration of this Agreement, the parties hereto waive further collective bargaining, except as provided within this agreement, on all appropriate subjects of bargaining whether or not discussed during negotiations mentioned herein; provided however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

**ARTICLE XXVIII.
RENEWAL**

This Agreement shall be effective as of the first day of May 1, 2021 and shall remain in full force and effect until the 30th day of April of 2026 whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day
_____, 2022 in the United City of Yorkville.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150

James M. Sweeney
President/Business Manager
International Union Of Operating Engineers, Local 150

Bryan P. Diemer
Attorney
International Union of Operating Engineers, Local 150

United City of Yorkville

John Purcell
Mayor

ATTEST:

Jori Behland
City Clerk

APPENDIX A

Maintenance Worker I

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	\$43,362.15	\$46,496.20	\$47,774.85	\$49,208.10	\$50,684.34
Step 2	\$46,950.27	\$48,124.03	\$49,447.44	\$50,930.86	\$52,458.79
Step 3	\$48,593.79	\$49,808.63	\$51,178.37	\$52,713.72	\$54,295.13
Step 4	\$50,293.78	\$51,551.12	\$52,968.78	\$54,557.84	\$56,194.58
Step 5	\$52,054.40	\$53,355.76	\$54,823.04	\$56,467.73	\$58,161.76
Step 6	\$53,876.71	\$55,223.63	\$56,742.28	\$58,444.55	\$60,197.89
Step 7	\$55,761.74	\$57,155.78	\$58,727.56	\$60,489.39	\$62,304.07
Step 8	\$57,713.69	\$59,156.53	\$60,783.33	\$62,606.83	\$64,485.03
Step 9	\$59,733.60	\$61,226.94	\$62,910.68	\$64,798.00	\$66,741.94
Step 10	\$61,824.60	\$63,370.22	\$65,112.90	\$67,066.29	\$69,078.28
Step 11	\$63,987.74	\$65,587.43	\$67,391.08	\$69,412.81	\$71,495.19

Maintenance Worker II

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	\$49,734.44	\$50,977.80	\$52,379.69	\$53,951.08	\$55,569.61
Step 2	\$51,569.29	\$52,858.52	\$54,312.13	\$55,941.49	\$57,619.73
Step 3	\$53,276.59	\$54,608.50	\$56,110.23	\$57,793.54	\$59,527.35
Step 4	\$55,141.76	\$56,520.30	\$58,074.61	\$59,816.85	\$61,611.36
Step 5	\$57,071.75	\$58,498.54	\$60,107.25	\$61,910.47	\$63,767.78
Step 6	\$59,069.70	\$60,546.44	\$62,211.47	\$64,077.81	\$66,000.14
Step 7	\$61,136.66	\$62,665.08	\$64,388.37	\$66,320.02	\$68,309.62
Step 8	\$63,276.80	\$64,858.72	\$66,642.33	\$68,641.60	\$70,700.85
Step 9	\$65,491.17	\$67,128.45	\$68,974.48	\$71,043.71	\$73,175.02
Step 10	\$67,782.90	\$69,477.47	\$71,338.10	\$73,529.74	\$75,735.63
Step 11	\$70,156.19	\$71,910.09	\$73,887.62	\$76,104.25	\$78,387.38

Operator

	5/1/2021 2.50%	5/1/2022 2.50%	5/1/2023 2.75%	5/1/2024 3.00%	5/1/2025 3.00%
Step 1	\$54,653.51	\$56,019.85	\$57,560.40	\$59,287.21	\$61,065.83
Step 2	\$56,566.78	\$57,980.95	\$59,575.43	\$61,362.69	\$63,203.57
Step 3	\$58,544.86	\$60,008.48	\$61,658.71	\$63,508.47	\$65,413.72
Step 4	\$60,596.13	\$62,111.03	\$63,819.08	\$65,733.65	\$67,705.66
Step 5	\$62,716.41	\$64,284.32	\$66,052.14	\$68,033.70	\$70,074.71
Step 6	\$64,910.91	\$66,533.68	\$68,363.36	\$70,414.26	\$72,526.69
Step 7	\$67,182.78	\$68,862.35	\$70,756.06	\$72,878.74	\$75,065.10
Step 8	\$69,534.11	\$71,272.46	\$73,232.45	\$75,429.42	\$77,692.30
Step 9	\$71,966.99	\$73,766.16	\$75,794.73	\$78,068.57	\$80,410.63
Step 10	\$74,487.69	\$76,349.88	\$78,449.50	\$80,802.99	\$83,277.08
Step 11	\$77,095.17	\$79,022.55	\$81,195.67	\$83,631.54	\$86,140.49

APPENDIX B DRUG AND ALCOHOL POLICY

I. PROHIBITIONS

(A) Prohibited Alcohol-Related Conduct

An employee shall not engage in any form of the alcohol-related conduct listed below:

1. Using or being under the influence of alcohol on the job, while on duty or while operating a commercial motor vehicle.
2. Being in possession of alcohol while on duty or operating a commercial motor vehicle.
3. Having a prohibited breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before reporting for duty and/or at any time while on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until after completion of required testing.
6. Refusing to promptly submit to a required alcohol test.

(B) Prohibited Drug-Related Conduct

An employee shall not engage in any of the following activities:

1. Using any of the following controlled substances, including use or misuse of a substance prescribed to the employee for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his essential job functions safely (with or without a reasonable accommodation if medically necessary):
 - (a) Marijuana (THC metabolite)
 - (b) Cocaine
 - (c) Opiates (morphine and codeine)
 - (d) Phencyclidine (PCP)
 - (e) Amphetamines
 - (f) Methamphetamines
 - (g) MDMA Ecstasy

(h) 6-Acetylmorphine-Heroin

2. Being in possession of any unauthorized controlled substance.
3. Reporting for duty or being on duty while impaired from any prescribed therapeutic drug or controlled substance usage.
4. Refusing to submit to a required controlled substances test.

(C) Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication and whose duties include operating a commercial motor vehicle for the Employer must inquire of and provide written documentation to his supervisor (upon request) from his/her treating physician to indicate whether the controlled substance would adversely affect or interfere with his/her ability to operate a commercial motor vehicle.
2. If the medication in use will or could reasonably be expected to adversely affect or limit the employee's ability to safely perform his job functions, the parties agree to engage in an interactive discussion to determine if a reasonable accommodation can be provided to remove the safety risk involved so that the employee may continue to work. If no reasonable accommodation is immediately identified and available, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

II. CATEGORIES OF TESTING

(A) Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in an accident in any vehicle used or operated for work purposes, and:
 - (a) The accident involved the loss of life; or
 - (b) The employee was issued a citation for a moving traffic violation arising from an accident that included:
 - (1) Injury requiring medical attention away from the scene; or
 - (2) One or more vehicles incur disabling damage so that it cannot be driven from the scene.
 - (c) The driver must remain available for testing until the specified timeframes have passed as referenced below.

2. Post-Accident Alcohol Testing

- (a) a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident and must be completed within 8 hours.
- (b) If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.
- (c) If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test and document the reasons for same.
- (d) An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

3. Post-Accident Drug Testing

- (a) Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test.
- (b) If testing is not administered within thirty-two (32) hours of the accident, the Employer must prepare and maintain a record stating the reason the test was not promptly administered.

(B) Random Testing

Conducted throughout the year on a random, unannounced basis according to the legal requirements that apply including the following guidelines:

1. Restricted Period

- (a) Bargaining unit employees required to have a Commercial Driver's License (CDL) are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

- (b) The Employer will not require employees to come in for a call-out assignment for the sole purpose of random testing, unless required by law.

2. Frequency

- (a) The Employer shall conduct random drug testing on at least fifty percent (50%) of the average number of bargaining unit employees required to have a CDL as of January 1 prior to the date of the requested test. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).
- (b) The Employer shall conduct random alcohol testing on at least ten percent (10%) of the average number of bargaining unit employees at the start of each calendar year. The minimum annual percentage rate in succeeding years shall be determined by the rate set by the FHWA Administrator, as published in the Federal Register (pursuant to 49 CFR Part 382 (Sec. 382.305)).

3. Selection

- (a) The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee who is required to have a CDL has a relatively equal chance of being selected.
- (b) Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Employer shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

(C) Reasonable Suspicion Testing

Conducted when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

- 1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning factors such as: the appearance, behavior, speech or body odors of the employee;

2. The Department Head or a second trained department supervisor (if someone is reasonably available) must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested but this will not delay the employee's obligation to submit to a test when requested.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug tests within twenty-four (24) hours of the time the employee submitted to the test.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

(D) Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty requiring the performance of a safety sensitive function until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.

(E) Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty requiring a CDL.
2. If a Substance Abuse Professional selected by the Employer (defined below) determines that follow-up testing is no longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

III. TESTING PROCEDURES

(A) Drug Testing Procedures

The collector/collection process, drugs tested, including testing levels and DHHS laboratory analysis, and the Medical Review Officer process will conform in a manner promulgated under Department of Transportation Rule 49 CFR Part 40, including revisions thereto, in all aspects.

1. Collection Site/Collector

The Certified Collector must follow the procedures as outline in 49CFR Part 40, including revisions thereto. These procedures are very specific and include, but are not limited to, the following:

- (a) Once a drug test is announced, an employee shall go directly to the collection site.
- (b) Upon arrival, the employee shall verify his identity.
- (c) Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- (d) An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution of the specimen.
- (e) Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- (f) If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or has submitted an altered, adulterated or substitute specimen, a second specimen will be collected under direct observation. Both specimens will be sent to the laboratory for analysis and the testing facility will notify the designated employer representative.

2. Medical Review Officer (MRO)

The Medical Review Officer is a licensed physician that has been certified as an MRO by the Department of Health and Human Services. The MRO is responsible for receiving and

reviewing laboratory results generated by an employer's drug testing program. The MRO will conduct a final review of all positive test results to assess a possible alternative medical explanation for the results. (For an in-depth explanation of the Medical Review Officer and the Verification Process, please refer to Department of Transportation 49 CFR Subpart G Part 20.121.)

3. Laboratory Analysis

- (a) Analysis of the urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- (b) When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

(a) Negative Test Results

Once the MRO has reviewed the laboratory results and determines the primary specimen to be negative, the negative result will be promptly reported to the designated employer representative.

(b) Positive Test Results

- 1. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Employer until they are reviewed by the MRO.
 - 2. If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result (if one exists).
- (c) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
 - (d) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be removed from service.

3. The employee shall remain out of service pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- (a) If, within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.
- (b) If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed and the MRO will notify the Employer of the basis of this conclusion.
- (c) Waived or Positive Confirmation Test
 - 1) If the employee waives his/her right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Employer.
 - 2) Upon receiving the results of the positive test, the Employer shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

6. Inability to Provide Adequate Sample

- (a) Employees who are unable to provide a urine sample of forty-five milliliters shall be offered 40 oz. of water and allowed up to 3 hours before being required to provide another urine specimen. The employee may not leave the collection facility. The above “shy bladder” procedures conform with DOT regulations 49 CFR Part 40.
- (b) If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

1) The employee shall be placed out of service until this determination is made.

2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

(B) Alcohol Testing Procedures

1. Screening Test

(a) All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and requirements promulgated under the Department of Transportation 49 CFR Part 40.51.

(b) Only a certified Breath Alcohol Technician (BAT), trained in accordance with the requirements promulgated under the Department of Transportation 49 CFR Part 40.51, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.

(c) Testing Site

1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.

2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.

3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

4) Once testing is complete, the BAT shall show the results to the employee.

(d) Screening Test

1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- (a) When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test.
- (b) Employees with a breath alcohol concentration between 0.02 and 0.04 may not perform or continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test.
- (c) If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- (a) If an employee is unable to provide an adequate amount of breath, the Employer may direct the employee to see a licensed physician.
- (b) The employee may not perform safety sensitive functions until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- (c) The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition and/or whether a reasonable accommodation is available to assist the employee in the process.
- (d) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- (e) If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.
- (f) The Employer shall pay any medical fees assessed for the examination.

IV. CONSEQUENCES OF POSITIVE TEST RESULTS

(A) Confirmed Breath Alcohol Test Result Between 0.02 and 0.04

An employee with a breath alcohol concentration result between 0.02 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.02.

(B) Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

1. An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - (a) Is evaluated by a Substance Abuse Professional (SAP); and
 - (b) Complies with and completes any treatment program recommended by the SAP; and
 - (c) Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02.

(C) Confirmed Positive Urine Drug Test

1. An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty.
2. The employee cannot resume the performance of safety sensitive functions until s/he:
 - (a) Is evaluated by a Substance Abuse Professional (SAP); and
 - (b) Complies with and completes any treatment program recommended by the SAP; and
 - (c) Completes the return to duty testing requirements set forth above with a negative result.

(D) Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

(E) Refusal to Test

Any employee who refuses (or unreasonably delays) to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately removed from duty. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off as determined by the Employer or as set forth in an award by a neutral arbitrator (when applicable).

V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

(A) Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

(B) Conditions Under Which the Employer Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required and/or when otherwise required by law for similar purposes.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

VI. EMPLOYEE ASSISTANCE PROGRAM

(A) Voluntary Referral

1. Before Testing
 - (a) Any bargaining unit employee who voluntarily refers himself or herself to the City's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline for that decision.

- (b) Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- (c) The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

2. At Time of Testing

If a bargaining unit employee voluntarily refers himself or herself to the EAP upon being ordered to submit to a drug or alcohol test, the Employer shall consider such voluntary referral in mitigation of any discipline. However, an after the fact request for assistance will not limit the Employer's right to impose appropriate disciplinary action for a policy violation.

(B) Confidentiality of Referral

All EAP referrals shall be kept strictly confidential with access to the information only on a need to know basis.

(C) Rehabilitative Leave of Absence

1. Accrued Leaves of Absence

An employee may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

2. Extended Leave of Absence

Upon an employee's request, the Employer shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem. Eligible employees are also encouraged to seek time off under the City's Family and Medical Leave Act policy ("FMLA") and/or other forms of reasonable accommodation for this purpose when medically necessary.

This Policy will be construed in accordance with the Compassionate Use of Medical Cannabis Pilot Program Act and the then applicable DOT regulations that apply for covered employees.

**APPENDIX C
FMLA FORMS**

NOTIFICATION TO EMPLOYER OF NEED FOR FAMILY MEDICAL LEAVE

Return this form to Human Resources upon completion. Receipt of a Certification of Health Care Provider is required prior to approval of leave.

EMPLOYEE: _____

DEPARTMENT: _____

DATES OF LEAVE: _____ to _____
start end

REASON FOR LEAVE:

- _____ the birth and care of the newborn child of the employee
- _____ for placement with the employee of a son or daughter for adoption or foster care
- _____ to care for an immediate family member (spouse, child, or parent) with a serious health condition
- _____ to take medical leave when the employee is unable to work because of a serious health condition
- _____ for a qualified emergency arising from a family member's active military duty

LEAVE IS EXPECTED TO BE:

- _____ Continuous
- _____ Intermittent: _____
- _____ Reduced Schedule: _____

Employee Signature

Date

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: First Middle Last
- (2) Employer name: Date: (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: Job description (☐ is / ☐ is not) attached.
Employee's regular work schedule:
Statement of the employee's essential job functions:
(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____
Health Care Provider's name: (Print) _____
Health Care Provider's business address: _____
Type of practice / Medical specialty: _____
Telephone: () _____ Fax: () _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. After completing Part A, complete Part B to provide information about the amount of leave needed. Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

- (1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)
(2) Provide your best estimate of how long the condition lasted or will last: _____
(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (☐ had / ☐ will have) planned medical treatment(s) (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (☐ was / ☐ will be) referred to other health care provider(s) for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a reduced schedule.

Provide your best estimate of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week) _____

- (8) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

- (10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of

Health Care Provider

DATE

Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act**

U.S. Department of Labor
Wage Hour Division



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name:
First Middle Last

(2) Employer name: Date: (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days. 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care:

(2) Select the relationship of the family member to you. The family member is your:

- ☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your best estimate of the amount of leave needed to provide the care described: _____

(5) If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work
_____ (hours per day) _____ (days per week).

Employee Signature _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. After completing Part A, complete Part B to provide information about the amount of leave needed. Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your best estimate of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient
(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

- ☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____
- ☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).
The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)
- ☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).
- ☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.
- ☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).
- ☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.
- ☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

- (7) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (8) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).
State the nature of such treatments: (e.g. cardiologist, physical therapy) _____
Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).
Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Signature of Health Care Provider: _____ Date: _____ (mm/dd/yyyy)

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Condition Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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APPENDIX D SNOW PLAN

A-List

Foreman #1	Supervisor
Foreman #2	Route #
Bargaining Unit Member #1	Route #
Bargaining Unit Member #2	Route #
Bargaining Unit Member #3	Route #
Bargaining Unit Member #4	Route #
Bargaining Unit Member #5	Route #
Bargaining Unit Member #6	Route #
Bargaining Unit Member #7	Route #
Bargaining Unit Member #8	Route #
Bargaining Unit Member #B-List fill-in	Route #

B-List

Foreman #3	Supervisor
Foreman #4	Route #
Bargaining Unit Member #9	Route #
Bargaining Unit Member #10	Route #
Bargaining Unit Member #11	Route #
Bargaining Unit Member #12	Route #
Bargaining Unit Member #13	Route #
Bargaining Unit Member #14	Route #
Bargaining Unit Member #15	Route #
Bargaining Unit Member #16	Route #
Bargaining Unit Member #B-List fill-in	Route #

Appendix E Dues Deduction Form

IUOE LOCAL 150 DUES DEDUCTION CHECKOFF AUTHORIZATION AND ASSIGNMENT

TO: All Employers who directly or through their bargaining representative (Employer Association) are party to a Collective Bargaining Agreement with the International Union of Operating Engineers, Local 150.

I hereby voluntarily assign to the International Union of Operating Engineers, Local 150 and its Subordinate Branches, authorize and direct that each of you deduct from my gross wages earned or to be earned by me, as your employee (in my presence or in any future employment by any of you), administrative working dues and monthly membership dues in the sum set forth in the applicable Local Union By-Laws, as amended, for each hour worked or for which I receive wages. I authorize and direct each of you to remit same to the Union and/or its authorized representative, the Midwest Operating Engineers Fringe Benefit Fund Office, in accordance with the Collective Bargaining Agreement to which you are a party.

In exchange for obtaining the benefit of exclusive representation by Local 150, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 150. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 150 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Print Name _____ Signature of Employee X _____

Reg. or S.S. No. _____ Date _____

1st Copy-Union

2nd Copy-Member

