

AGREEMENT

BETWEEN

DEPARTMENT OF PUBLIC WORKS

OF THE CITY OF WARRENVILLE, ILLINOIS

AND

LOCAL UNION NO. 701

INTERNATIONAL BROTHERHOOD OF ELECTRICAL

WORKERS

AFL-CIO

May 1, 2015 through April 30, 2020

AGREEMENT	5
PREAMBLE	5
SCOPE OF RECOGNITION	5
SECTION 1.01. RECOGNITION, COMPOSITION, AND SCOPE.....	5
SECTION 1.02. NEW POSITIONS.	5
SECTION 1.03. CONTINUATION OF POSITIONS.....	5
MANAGEMENT RIGHTS	6
SECTION 2.01. MANAGEMENT RIGHTS.	6
UNION ACTIVITY	6
SECTION 3.01. ACTIVITY DURING WORK.	6
SECTION 3.02. UNION STEWARDS.....	6
SECTION 3.03. UNION ACCESS.....	6
SECTION 3.04. WORK TIME FOR WORK.	7
SECTION 3.05. BULLETIN BOARD.	7
UNION DUES, CHECK-OFF AND FAIR SHARE	7
SECTION 4.01. DUES DEDUCTION.	7
SECTION 4.02. CANCELLATION OF CHECK-OFF.....	7
SECTION 4.03. FAIR SHARE.....	7
SECTION 4.04. INDEMNIFICATION.	9
NO STRIKE – NO LOCKOUT	9
SECTION 5.01. LOCKOUT.	9
GRIEVANCE PROCEDURE AND ARBITRATION	9
SECTION 6.01. PURPOSE.....	9
SECTION 6.02. DEFINITION.	9
SECTION 6.03. GRIEVANCE PROCEDURE.....	10
SECTION 6.04. EMPLOYEES’ RIGHT TO GRIEVE.	11
SECTION 6.05. PAYMENT OF AWARD.....	11
SECTION 6.06. TIME LIMITS.....	11
SECTION 6.07. WAIVER OF PROCEDURE.....	11
SECTION 6.08. ARBITRATOR’S EXPENSES.	11
SECTION 6.09. ARBITRATOR’S AUTHORITY.....	11
DISCIPLINE	11
SECTION 7.01. DEFINITION.	11
SECTION 7.02. LIMITATION.....	12
SECTION 7.03. NOTICE OF DISCIPLINE.	12
SECTION 8.01. SENIORITY DEFINED.....	13
SECTION 8.02. INITIAL PROBATION.....	13
SECTION 8.03. LIMITATION OF PROCEDURES.....	13
SECTION 8.04. SENIORITY LIST.....	13
PROMOTIONS, OPENINGS, VACANCIES, POSTING,	13
BIDDING, AWARDED, AND LAYOFFS	13
SECTION 9.01. VACANCIES.....	13
SECTION 9.02. EFFECTS OF LAYOFF.....	14
HOURS OF WORK	14
SECTION 10.01. NORMAL WORK WEEK.	14

SECTION 10.02. NORMAL WORK DAY	14
SECTION 10.03. TEMPORARY WORK SHIFTS	14
OVERTIME	14
SECTION 11.01. CALCULATION OF OVERTIME.	14
SECTION 11.02. PREMIUM PAY SUPERSEDES.	15
SECTION 11.03. DISTRIBUTION OF OVERTIME.....	15
SECTION 11.04. CORRECTION OF ERRORS.....	15
SECTION 11.05. No PYRAMIDING.	15
SECTION 11.06. OVERTIME POSTING.	15
SECTION 11.07. NOTICE OF OVERTIME.	15
CALLOUTS – PREMIUM PAY – STANDBY – MEALS	15
SECTION 12.01. CALL-OUTS OR SCHEDULED WORK OUTSIDE NORMAL WORKING HOURS.	15
SECTION 12.02. CALL-OUT WORK ON DAYS OFF.	16
SECTION 12.03. STANDBY DUTIES.	16
SECTION 12.04. MEALS DURING EMERGENCIES.	17
SECTION 12.05. MAXIMUM HOURS.....	17
HOLIDAYS	17
SECTION 13.01. REGULAR HOLIDAYS.	17
SECTION 13.02. HOLIDAY ELIGIBILITY.	17
SECTION 13.03. SCHEDULED WORK ON HOLIDAYS.	17
SECTION 13.04. HOLIDAY CALL-OUTS.....	18
SECTION 13.05. HOLIDAY DURING VACATION.	18
SECTION 13.06. ABSENCES FROM WORK SCHEDULED ON HOLIDAYS.....	18
VACATION	18
SECTION 14.01. VACATION ACCRUAL RATES.....	18
SECTION 14.02. VACATION SCHEDULING.	18
SECTION 14.03. PAYMENT ON SEPARATION.....	19
SICK LEAVE.....	19
SECTION 15.01. SICK LEAVE.....	19
SECTION 15.02. EMPLOYEE’S CONDITION.	20
SECTION 15.03. FAMILY MEDICAL LEAVE ACT.	20
FUNERAL, VOTING, JURY DUTY AND MILITARY LEAVE.....	20
SECTION 16.01. FUNERAL LEAVE.	20
SECTION 16.02. VOTING.	20
SECTION 16.03. JURY DUTY.....	20
SECTION 16.04. MILITARY SERVICE LEAVE.....	20
RATES OF PAY	21
SECTION 17.01. WAGE RATES.	21
SECTION 17.02. PAY DAY.....	21
SECTION 17.03 ANNUAL MERIT BONUS PAYMENT.....	21
SECTION 17.04 NEW EMPLOYEES.	22
PENSION PLAN.....	22
SECTION 18.01. PENSION FUND.	22
SECTION 18.02. PHYSICAL EXAMINATIONS.	22
INSURANCE	22
SECTION 19.01. HEALTH BENEFITS PROVIDED.	22

SECTION 19.02. COST CONTAINMENT.....	22
SECTION 19.03. DEDUCTIBLES.....	23
SECTION 19.04. CO-PAYMENTS REQUIRED.....	23
SECTION 19.05. OPT-OUT PROGRAM.....	23
SECTION 19.06. DENTAL INSURANCE.....	23
UNIFORMS AND TOOLS	24
SECTION 20.01. UNIFORMS AND TOOLS.....	24
SECTION 20.02. CDL LICENSE AND HAZARD MATERIAL TRAINING.....	24
SAFETY	25
SECTION 21.01. COMMITTEE MEETINGS.....	25
SECTION 21.02. EMPLOYEE RESPONSIBILITY.....	25
SECTION 21.03. UNSAFE CONDITIONS.....	25
MISCELLANEOUS PROVISIONS	25
SECTION 22.01. NON-DISCRIMINATION.....	25
SECTION 22.02. ENTIRE AGREEMENT.....	25
SECTION 22.03. CONSTRUCTION OF AGREEMENT.....	25
SECTION 22.04. SEVERABILITY.....	25
EFFECTIVE DATES – AMENDMENTS – TERMINATION.....	26
SECTION 23.01. EFFECTIVE DATES.....	26
SECTION 23.02. TERMINATION.....	26
SECTION 23.03. AMENDMENTS.....	26
SECTION 23.04. MUTUAL CONSENT.....	26
SECTION 23.05. SUCCESSORS AND ASSIGNS.....	26
SECTION 23.06. ARBITRATION LIMITATION.....	26

AGREEMENT

This Agreement is entered into between the City of Warrenville, Illinois (hereafter referred to as the “Employer” or the “City”), and Local Union 701, International Brotherhood of Electrical Workers (IBEW), AFL-CIO (hereafter referred to as the “Union”) pursuant to Certification of Election by the Illinois State Labor Relations Board dated January 30, 1986.

PREAMBLE

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and Union; to promote efficiency and effectiveness; and to establish rates of pay, wages, hours and other conditions of employment for the employees covered. Therefore, the parties agree, by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

ARTICLE 1: **SCOPE OF RECOGNITION**

SECTION 1.01. Recognition, Composition, and Scope.

a. Recognition

Pursuant to certification of the Illinois State Labor Relations Board in Case No. S-RC-85- 129, Employer recognizes Union as the exclusive bargaining agent for all employees in the unit set forth below for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as defined in the Act.

b. Composition and Scope of Unit

All full time and regular part time employees in the Department of Public Works of the City of Warrenville, Illinois, employed in the following operating units: Utility Maintenance Division and Street Maintenance Division, but excludes all clerical employees, supervisors, confidential employees, summer helpers, managerial employees as defined by the Act, and all other employees of the City of Warrenville.

SECTION 1.02. New Positions.

In the event any of the current positions covered under this collective bargaining agreement are replaced or succeeded by new classifications (for the same work as set forth for by current positions) such new classifications shall become part of this unit.

SECTION 1.03. Continuation of Positions.

This Article is not meant to be nor is it to be considered a guarantee by Employer that any of the positions listed shall be maintained or filled by the Employer.

ARTICLE 2:
MANAGEMENT RIGHTS

SECTION 2.01. Management Rights.

All functions of management of the operations of the City and the direction of its employees which, are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by employees; to establish the number and classifications of positions; to discipline or discharge employees; to maintain discipline, order and efficiency; to make and enforce reasonable rules; to introduce new and improved methods, materials, equipment or facilities; and to change or eliminate existing methods, materials, equipment or facilities. The rights hereby reserved by the Employer shall not, however, be used for the purposes of discrimination against any employee for membership in the Union.

ARTICLE 3:
UNION ACTIVITY

SECTION 3.01. Activity During Work.

- a. Should it be necessary that an employee be temporarily released from his/her duties in connection with grievance processing, the immediate supervisor outside of the bargaining unit shall be notified of the reason for the release, and the approximate time necessary since certain schedule problems may exist. As much advance notice as possible shall be given. The employee shall be released upon the approval of that supervisor, and such release shall not be unreasonably withheld.
- b. Time Off. The steward shall be permitted to accompany a grievant in the presentation of any grievance starting at Step 1. The steward shall be released upon approval of his/her supervisor; such release shall not be unreasonably withheld.

SECTION 3.02. Union Stewards.

Employer recognizes the right of the Union to designate one (1) steward from the employees of the Utility Maintenance Division and one (1) steward from the employees of the Street Maintenance Division covered by this Agreement. Such steward shall be designated in writing to Employer and shall continue in such capacity until relieved of duty by the same notification process or until the employee is no longer covered by this Agreement. To be eligible to serve or continue to serve as a steward, the employee shall be a regular full time employee of Employer who has successfully completed probation.

SECTION 3.03. Union Access.

A duly authorized representative of the Union shall be permitted at reasonable times to enter the Employer's premises for the purpose of handling grievances. The authorized representative shall notify the Employer of the time, place and reason for entering the Employer's premises to conduct his business, so as not to interfere with the Employer's operation.

SECTION 3.04. Work Time for Work.

It is agreed that, except as provided in Section 3.03 above, there will be no Union activity on work time or property, except that which is necessary in connection with processing of grievances pursuant to Article 6, Grievance Procedure and Arbitration.

SECTION 3.05. Bulletin Board.

Employer agrees that Union may install and maintain a bulletin board at each work location designated by Employer such that all Employees covered by this Agreement may easily read notices posted thereon in order to communicate matters concerning wages, hours, other conditions of employment, and matters of Union business. Employer reserves the right to remove materials that are defamatory, derogatory, or which have no reasonable relationship to the permitted communication, provided the steward has been notified.

ARTICLE 4:
UNION DUES, CHECK-OFF AND FAIR SHARE

SECTION 4.01. Dues Deduction.

The Employer shall deduct from the pay of each bargaining unit member from whom it received a written authorization to do so, the required amount of fees for the payment of union dues. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Local Union 701 office no later than ten (10) working days after such deductions were made. Said written authorization shall be submitted upon forms approved by financial office of the City.

SECTION 4.02. Cancellation of Check-off.

Any bargaining unit member may terminate the dues check-off by submitting written notice to the financial office of the City and the Local Union 701 office.

SECTION 4.03. Fair Share.

- a. All employees covered by this Agreement who are not members of Local Union 701 commencing on the effective date of this Agreement or sixty (60) days after their initial employment, and continuing during the term of this Agreement and so long as they remain non-members of Local Union 701, shall pay to Local Union 701 each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
- b. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to Local Union 701, provided, however, that Local Union 701 shall submit to the City an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of Local Union 701, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

- c. Upon receipt of said affidavit the City shall cooperate with Local Union 701 to ascertain the names of all the employee non-members of Local Union 701 from whose earnings the fair share payments shall be deducted and their work locations.
- d. Local Union 701 shall prepare a notice containing the fair share fee information specified in section (b) above, and advising that any non-member may object to the amount of the fee: (1) through Local Union 701's internal appeal procedure, culminating in arbitration, by sending a letter to Local Union 701 president by certified or registered mail or by delivery to Local Union 701 office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his/her fair share fee has been deducted, or (2) by filing an unfair labor practice charge against Local Union 701 with the Illinois State Labor Relations Board and serving a copy of the charge on the Union, as provided in the rules of the Labor Board.
- e. The Union shall distribute the notice described in section (d) by: (1) posting it and the Union Internal Review Procedure, and (2) providing business agents and stewards with copies of the notice for distribution to employees identified pursuant to section (c).
- f. A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the City. The Union shall advise the City of any subsequent changes therein.
- g. Upon the Union's receipt of notice of an objector's invocation of either procedure described above, the Union shall deposit in an escrow account, separate from all other Local Union 701 funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s) but not less than thirty three percent (33%) of the fair share fee. The Union shall furnish objectors and the City with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.
- h. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- i. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the City to reduce deductions from the earnings of non-members to said prescribed amount.
- j. The rights of non-association of employees based upon bonafied religious tenets or teaching of a church or religious body of which such employees are members are safeguarded. Such employees shall pay an amount equal to their proportionate share

determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen from an approved list of charitable organizations established by the Illinois Labor Relations Board.

SECTION 4.04. Indemnification.

The Union hereby indemnifies and holds harmless the Employer, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, costs, losses, and expenses or other forms of liability including, but not limited to, the cost of defense therefore and attorney's fees therewith in any manner resulting from or arising out of or connected with the Article or Section or the consequences thereof or that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article or Section, or in reliance of any list, notice, certification, affidavit or assignment furnished under any of such provisions.

ARTICLE 5:
NO STRIKE – NO LOCKOUT

SECTION 5.01. Lockout.

There shall be no lockout by Employer. There shall be no picketing, boycotts, cessation of work, slowdowns, strikes, interference with the Employer's business or other disruptive activities by employees or Union during the term of this Agreement or any extension thereof. In cases other than where the Union has aided, abetted, incited or condoned such work interruption, the Union accepts no liability except to encourage any worker to return to work.

ARTICLE 6:
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 6.01. Purpose.

- a. It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage prompt adjustment of employee complaints arising out of this Agreement. Therefore, the procedures set forth in this Article for such resolution shall be the exclusive method for resolution of such issues.
- b. Employee complaints shall be discussed by an employee with his/her immediate supervisor outside of the bargaining unit in an attempt to settle the issue promptly and without resort to the formal grievance procedure in this Article. If no resolution is reached at the meeting, employees shall process the complaint according to procedures established in Section 6.03 of this Article.

SECTION 6.02. Definition.

A grievance is a claim by an employee that there has been a violation, misinterpretation or misapplication of the express provision(s) of this Agreement. No probationary employee may file a grievance as defined in this Article.

SECTION 6.03. Grievance Procedure.

The following steps shall be followed in processing a grievance under this Agreement:

- a. Step 1. Within seven (7) working days of the occurrence of facts giving rise to a complaint, grievant shall present in writing sufficient facts of the matter which gave rise to the grievance including the appropriate provisions of this Agreement that are involved to the immediate supervisor outside of the bargaining unit. That supervisor shall meet with grievant to discuss the grievance and shall respond in writing to grievant within seven (7) working days of receipt of the grievance.
- b. Step. 2. If the grievance is not adjusted to grievant's satisfaction or no response is received within the appropriate time, grievant shall file a copy of the grievance with the Public Works Director or the designee within seven (7) working days of the date of the Step 1 decision or within seven (7) working days of the date such decision was due. Public Works Director or the designee shall meet with grievant within seven (7) working days of receipt of the grievance to discuss the grievance and shall issue a written decision to grievant within seven (7) working days of such meeting. If the Employer does not respond in a timely manner, the grievant can proceed to the next step.
- c. Step 3. If the grievance is not adjusted to grievant's satisfaction or no response is received within the appropriate time, grievant shall file a copy of the grievance with the City Administrator within seven (7) working days of the date of the Step 2 decision or within seven (7) working days of the date such decision was due. The City Administrator or the designee shall meet with grievant and Union to discuss the grievance within seven (7) working days of receipt of the grievance and shall issue a written decision to grievant within seven (7) working days of such meeting. If the Employer does not respond in a timely manner, the grievant can proceed to the next step.
- d. Arbitration. If grievance procedure is unsuccessful in resolving the dispute between the parties, then the grievance may be referred to arbitration upon written request of the Union made within ten (10) working days of the conclusion of Step 3 of the grievance procedure. When arbitration is requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within ten (10) working days from the date of which arbitration is requested, then the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a list of five (5) Arbitrators, pursuant to the rules of FMCS. From such list of arbitrators the grieving party shall strike two (2) names and the other party shall then strike two (2) names and the person whose name remains shall be the Arbitrator, provided however, that either party shall have the right to reject one (1) list of Arbitrators and ask for a new list from the FMCS. The decision of the Arbitrators shall be final and binding upon the parties. The Arbitrator shall have no right to ignore, add to, take from or modify any of the provisions of this Agreement.

SECTION 6.04. Employees' Right to Grieve.

Employees may process a grievance with or without Union through Steps 1, 2 and 3 of the grievance procedure set out in this Article provided the Union Representative is afforded the opportunity to be present at such steps and that any settlement made shall not be inconsistent with the terms of this Agreement.

SECTION 6.05. Payment of Award.

Any final arbitration award decided against Employer, which requires payment of a monetary award, shall be paid within thirty (30) working days of the date of the award unless it is not provided for in Employer's fiscal year appropriation. In such case, the delayed payment shall be made in the first month of the next succeeding fiscal year.

SECTION 6.06. Time Limits.

- a. A grievant who fails to process a grievance within the requisite time limits shall be deemed to have accepted the last response given.
- b. A grievance may be withdrawn at any step of the grievance procedure.
- c. The time limits at any step may be extended by mutual agreement of the parties.

SECTION 6.07. Waiver of Procedure.

Any employee who uses any other procedure other than this procedure to address a work related complaint of any type shall be deemed to have waived his/her right to use this grievance procedure. Union agrees it will not process such a grievance.

SECTION 6.08. Arbitrator's Expenses.

The expenses of the Arbitrator and a written transcript will be borne equally by both sides.

SECTION 6.09. Arbitrator's Authority.

The Arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make a decision contrary to the provisions of this Agreement. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

ARTICLE 7:
DISCIPLINE

SECTION 7.01. Definition.

Pursuant to Section 7.02, Employer, as circumstances warrant, may begin the disciplinary process at the appropriate following step (1, 2, 3, or 4) and agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- 1) Oral warning
- 2) Written warning
- 3) Suspension
- 4) Discharge

Disciplinary action may be imposed upon an employee for cause. Discipline shall be imposed within a reasonable period of time after the employer is aware of the event or action giving rise to the discipline and has had a full and complete opportunity to investigate the matter including the opportunity to investigate related conduct by others. Upon written request from the employee to the City Administrator, an employee shall be granted permission to inspect that employees' personnel file during non-work time within two business days of the request. Notations of oral reprimands shall be placed in the employee's personnel file.

SECTION 7.02. Limitation.

The requirement to use progressive disciplinary action does not prohibit Employer from using a more severe measure when a more serious offense warrants it. Such offenses may include, but shall not be limited to, the following:

1. Possession of, reporting to work under the influence of, or use of during working hours on City premises, any intoxicating liquors or controlled substances
2. Possession of firearms or munitions of any type not in compliance with 430 ILCS 66 or City restrictions issued under such law while on City property will result in immediate discharge
3. Falsification or misrepresentation of facts on the application for employment or any written document or report
4. Willful and deliberate negligence, defacing, damaging or destroying City property
5. Theft of any type regardless of value
6. Fighting, physical harassment and verbal altercation between employees on City premises will result in suspension or termination pending the outcome of an investigation
7. Any form of harassment as stated in the current City of Warrenville Employee Manual

SECTION 7.03. Notice of Discipline.

a. Notice

An Employee shall be notified in writing for all disciplinary actions starting with Step 2 on down. Such notification shall reflect the nature of the offense and the intended measure of disciplinary action to be imposed.

- b. When an employee has received a written reprimand or an oral reprimand which has been reduced to writing and is contained within the affected employee's personnel file, as discipline, that written reprimand, or oral reprimand previously described, shall not be relied upon, except for those instance listed in Section 7.02 to support further progressive discipline if the employee does not receive any further discipline in the subsequent twenty-four (24) month span after his latest discipline mentioned above. Provided, however, that to the extent the employee offers personnel documents, including but not limited to commendations or evaluations, older than twenty-four (24) months in any forum, then the Employer may offer

evidence of reprimands older than twenty-four (24) months in order to provide a balanced picture of the employee's prior performance.

ARTICLE 8:
SENIORITY - PROBATIONARY PERIOD

SECTION 8.01. Seniority Defined.

Seniority is an employee's length of most recent continuous employment in the bargaining unit since his/her last hiring date.

SECTION 8.02. Initial Probation.

New employees shall serve a one hundred and eighty (180) day probationary period of employment with Employer. Upon successful completion of the probationary period, employees shall be credited with seniority from the date of employment.

SECTION 8.03. Limitation of Procedures.

During such probationary period, employees may be disciplined or discharged by Employer without the employees so affected having recourse to Article 6, Grievance Procedure and Arbitration.

SECTION 8.04. Seniority List.

An updated seniority list will be attached as an appendix at the execution of this agreement. Objections to the accuracy of the list must be made in writing to the Director of Public Works or his designee within ten (10) days of the execution. Upon request, the Employer will supply an updated list when needed.

ARTICLE 9:
PROMOTIONS, OPENINGS, VACANCIES, POSTING,
BIDDING, AWARDING, AND LAYOFFS

SECTION 9.01. Vacancies

- a. Whenever the Employer determines that there is a vacancy in an existing bargaining unit job classification or that a new bargaining unit job has been created, a notice of such vacancy, in conjunction with external recruitment efforts, shall be posted on all bulletin boards for at least ten (10) days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.
- b. Filling of Vacancies. When vacancies occur in the bargaining unit, the Employer will fill these vacancies employing the most qualified applicant for the vacancy. The "most qualified applicant" shall be based on ability and qualifications. Provided that ability and qualifications are equal, the Employer will fill the vacancy with the most senior bargaining unit employee who has applied for the vacancy.
- c. A new employee hired to a regular position vacancy shall serve a probation period of at least one hundred and eighty (180) calendar days to demonstrate qualifications and ability.

- d. Should an employee decline a promotion, it shall have no effect on his/her future promotions.

SECTION 9.02. Effects of Layoff.

In the event the Employer determines it is operationally and financially necessary to layoff one or more employees covered by this bargaining unit, the following provisions shall be applicable to the employee or employees who are laid off:

- a. The employee shall be paid for any earned but unused vacation days.
- b. The employee shall be paid out their earned but unused sick days in accordance with the applicable *Unused Accrued Sick Leave* policy in the current Employee Personnel Manual.
- c. If the layoff is because of the permanent elimination of the employee's position as determined by the City, the employee shall receive severance pay computed on the basis of one week of salary for every full year the laid off employee was employed.
- d. Laid off employees shall be offered the first opportunity for re-hire in the event that a position in the bargaining unit from the Division in which the employee was laid off becomes available.

ARTICLE 10:
HOURS OF WORK

SECTION 10.01. Normal Work Week.

The normal workweek for employees shall consist of forty (40) hours worked of five (5) consecutive days, Monday through Friday.

SECTION 10.02. Normal Work Day.

The normal work day except as designated elsewhere in this Agreement shall consist of eight (8) hours from 7:00 a.m. to 3:30 p.m. with one half (½) hour unpaid lunch period. A fifteen (15) minute break shall also be allowed throughout the day as determined by the Division Supervisor.

SECTION 10.03. Temporary Work Shifts.

- a. Employer may establish temporary work shifts for employees covered by this Agreement and may assign employees to work on the temporary shift according to the skills and classifications needed to complete the work to be performed on the temporary shift.
- b. Employer will seek volunteers to fill the needed positions for the temporary shift and the volunteers will be accepted if they meet the needed qualifications for the work to be performed.
- c. If sufficient volunteers are not obtained, Employer shall assign the work to the qualified workers within this bargaining unit.
- d. Temporary work shifts are not to extend more than ten (10) working days.

ARTICLE 11:
OVERTIME

SECTION 11.01. Calculation of Overtime.

- a. The established pay period for calculating wages and overtime shall be from 12:00 a.m. Sunday morning through 11:59 p.m. Saturday night. In accordance with FLSA, all time worked in excess of forty (40) hours a week in a pay period, shall be compensated at one and one half

(1½) times the regular rate of pay. For purposes of this article “hours worked” shall include all compensated hours, except sick leave.

- b. One and one half (1½) times straight time pay will be paid for hours worked outside of the regular scheduled normal workday for snow plowing, ice control, sewer and water main breaks, and other natural disasters.

For the purpose of this section a “natural disaster” shall be defined as a violent, sudden and destructive change in the environment without cause from human activity, due to phenomena such as earthquakes, hurricanes, floods, drought or other catastrophe which results in a declaration by the President of the United States, the Governor of the state of Illinois, or the Mayor of the City of Warrenville of a state of emergency or which warrants government financial assistance to communities and individuals.

SECTION 11.02. Premium Pay Supersedes.

Where premium pay is involved in Section 13.04 work performed on a holiday, the premium pay provisions of this Agreement will apply in lieu of regular overtime pay.

SECTION 11.03. Distribution of Overtime.

Insofar as it is practical to do so, the Employer will endeavor to distribute overtime work equally and impartially to the employees at a given location, who are qualified to do the class of work to be performed and who usually perform such work during their normal working schedules. This Section will exclude City sponsored annual events.

SECTION 11.04. Correction of Errors.

Any error in the assignment of overtime shall be corrected at the next opportunity for assignment of overtime.

SECTION 11.05. No Pyramiding.

There shall be no duplication or pyramiding of overtime, holiday overtime, or premium pay.

SECTION 11.06. Overtime Posting.

The overtime that has been worked will be posted no more than twice a year upon written request.

SECTION 11.07. Notice of Overtime.

When possible, Employer will give as much advance notice of overtime work.

ARTICLE 12:
CALLOUTS – PREMIUM PAY – STANDBY – MEALS

SECTION 12.01. Call-outs or Scheduled Work Outside Normal Working Hours.

When called out to work or scheduled to work outside his/her normal working hours, the Employee shall receive not less than two (2) hours at one and one half (1½) times the regular rate of pay. However, when called out after 5 a.m. on a regular work day, the Employee shall not receive the two-hour minimum and will only get paid for what the Employee actually worked. Subsequent call-outs that are placed while Employee is actively engaged in a call-out will not be considered

as an additional call-out with an additional two-hour minimum. Under such circumstances, the Employee will be paid for the time worked.

SECTION 12.02. Call-Out Work On Days Off.

- a. Saturday. When Employees are called out to work on a Saturday which is not a normal work day for the Public Works Department, they shall receive one and one half (1½) times their regular rate of pay for the entire time worked provided they have worked sufficient hours to qualify for overtime pay and in no case shall employees who have worked sufficient hours to qualify for overtime compensation receive less than four (4) hours of overtime at one and one half (1½) times their regular rate of pay. This clause only applies to unscheduled call-outs on a Saturday.
- b. Sunday. When employees are called out to work on a Sunday which is not a normal work day for the Public Works Department, they shall receive two (2) times their regular rate of pay for the entire time worked provided they have worked sufficient hours to qualify for overtime pay and in no case shall employees who have worked sufficient hours to qualify for overtime compensation receive less than four (4) hours of overtime at two (2) times their regular rate of pay. This clause only applies to unscheduled call-outs on a Sunday.

SECTION 12.03. Standby Duties.

- a. Employer may designate certain employees to be on standby with a cell phone provided by the City of Warrenville. Employees who are designated for standby shall be paid a standby rate of eight (8) hours per week at one and one half (1½) times their regular rate of pay.
- b. Designated Utility Maintenance Division employees for specific well checking assignments on Saturdays or Sundays shall be compensated at one and one half (1½) times the normal rate of pay, a minimum of two (2) hours per day after completion of the forty (40) hour work week.
- c. Designated Street Division employees for specific cleaning of City Parks/garbage receptacles assignments on Saturdays or Sundays shall be compensated at one and one half (1½) times the normal rate of pay, a minimum of two (2) hours per day after completion of the forty (40) hour work week.
- d. Up to four times per year, employees may cover up to a twenty-four (24) hour standby assignment with the Employer's approval, not less than one (1) day before the duty assignment. The responsibility to provide a replacement is that of the employee and if he cannot secure any such replacement, then the assigned employee must perform the duty. The employee who accepts the trade will only be paid for actual time worked and will not be compensated the designated standby pay as outlined in Section 12.03(a).
- e. Nothing in this section should be construed to give bargaining unit employees the exclusive right to specific work.

SECTION 12.04. Meals During Emergencies.

An employee who is required to work emergency hours shall be eligible for a meal break after five (5) hours of continuous work.

SECTION 12.05. Maximum Hours.

Whenever an employee has worked sixteen (16) continuous hours or more, the employees shall be granted a minimum of three (3) hours time to refresh and rest before continuing the employee's regular workday. Said rest period shall count as hours worked per Section 11.01, and will not be paid unless benefit time is used. The employee shall not be required, if the rest period occurs during normal working hours, to utilize either sick time or vacation time. Nothing contained herein shall lessen the Employer's right to require a longer rest period or to determine the schedule of hours to be worked by employees. Management reserves the right to establish longer work periods in extreme cases such as blizzards, floods, or other natural or manmade disasters to the maximum allowed by law. The employee is responsible for notifying the immediate supervisor if he/she is not in condition to work.

ARTICLE 13:
HOLIDAYS

SECTION 13.01. Regular Holidays.

The following are regular holidays granted to full time employees:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Presidents' Day | 8. Day after Thanksgiving |
| 3. Spring Holiday | 9. Christmas Eve Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. New Year's Eve Day |
| 6. Labor Day | |

A holiday consists of a day off (eight (8) hours) with pay, which will be granted regardless of the day. A holiday falling on a Saturday will be celebrated on the Friday before. A holiday falling on a Sunday will be celebrated on the following Monday. In the event two consecutive holidays fall on a Saturday and Sunday (i.e. Christmas Eve, Christmas Day; New Years Eve, New Years Day), then the holidays will be celebrated on two consecutive workdays, which shall include either the Friday before and/or the Monday after the holidays.

SECTION 13.02. Holiday Eligibility.

To be eligible for holiday pay, an employee must satisfy each of the following requirements; the employee must have worked the last regularly scheduled day before and the first regularly scheduled day after the holiday or the employee must be on FMLA Leave or vacation.

SECTION 13.03. Scheduled Work on Holidays.

When an employee is scheduled to work on an authorized holiday per section 13.01 (including the July 4th and related Independence Day Festival activities), the employee shall be paid one and one half (1½) times their regular rate of pay for all time actually worked on said holiday, regardless of whether the employee has worked sufficient hours to otherwise qualify for overtime pay. For all

time worked on an authorized holiday in excess of eight (8) hours will be compensated at two (2) times their regular rate of pay. This section is over and above the eight (8) hours of holiday pay per section 13.01.

SECTION 13.04. Holiday Call-outs.

When employees are called out to work on an authorized holiday per Section 13.01, the employee will be paid two (2) times their regular rate of pay for all time worked regardless of whether they have worked sufficient hours to otherwise qualify for overtime pay and in no case shall they receive less than four (4) hours time at the applicable rate. This section is over and above the eight (8) hours of holiday pay per section 13.01.

SECTION 13.05. Holiday During Vacation.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall have a vacation extended by one (1) day within the fiscal year.

SECTION 13.06. Absences From Work Scheduled on Holidays.

An employee scheduled to work on a holiday, who is unavailable and fails to find another bargaining unit employee to cover his/her shift, will not be paid for the holiday.

ARTICLE 14:
VACATION

SECTION 14.01. Vacation Accrual Rates.

Annual vacation is provided in accordance with the following schedule:

1 – 4 years of employment.....	10 working days (3.077 hours per pay period)
5 – 11 years of employment.....	15 working days (4.615 hours per pay period)
12 – 19 years of employment.....	20 working days (6.153 hours per pay period)
20 years of employment and more.....	25 working days (7.692 hours per pay period)

Vacation time will accrue during the year prior to being available for use. An employee's accrual rate increases as of the employee's fourth, eleventh and nineteenth anniversary dates. The availability of those hours for use occurs as of the employee's fifth, twelfth and twentieth anniversary.

For example, an employee hired on February 24, 2003 will see his/her vacation accrual rate increase from 3.077 hours per pay period to 4.615 per pay period beginning on his/her fourth anniversary date (February 24, 2007). By the time this employee reaches his/her fifth anniversary (February 24, 2008) he/she will have completed five years of employment and will have accrued fifteen days of available vacation time.

Unused vacation time will be forfeited after the conclusion of the employee's vacation year.

SECTION 14.02. Vacation Scheduling.

- a. Vacations shall be scheduled on a work site basis. Between August 1st and October 15th of each year, the Employer shall request each employee to specify the dates desired for vacation for

the coming calendar year. The Division Lead Supervisors will review the requests and identify any conflicts between October 16th and November 1st.

- b. Employees shall be assigned vacation according to their specified preference if the preference is provided to the Employer prior to October 15th for the following calendar year, provided the Employer's work schedule so permits without unreasonable rescheduling. Where there is a conflict between employees' preferences for vacation scheduling, the Employer shall grant the vacation by seniority to resolve the conflict. The most senior employee shall be granted the preferred time and the junior employee shall be given an alternative vacation period. The junior employee has until November 1st to submit a new vacation request to his/her supervisor.
- c. Employees requesting vacation for more than fifteen (15) consecutive days must obtain permission from the Public Works Superintendent or his designee and the City Administrator.
- d. Any vacation request received after November 1st will be given on a first come, first served basis, provided the Public Works Superintendent or his designee determines that operational needs are met.

SECTION 14.03. Payment on Separation.

If an employee's service is terminated, he/she will be paid for such unused vacation accrued per state law.

ARTICLE 15:
SICK LEAVE

SECTION 15.01. Sick Leave.

After three months of continuous employment with Employer, sick leave will be available for use at a pro-rated rate based on 3.077 hours earned per bi-weekly payroll period, for a total of up to eighty (80) hours per year. The maximum amount of sick leave that may be accumulated is unlimited.

- a. Management, at its request, may require a physician's statement regarding sick time usage when there is a reasonable concern about the usage. All sick time absences must be approved by the Department Head or Public Works Superintendent.
- b. An employee, who retires per the Illinois Municipal Retirement Fund's (IMRF) requirements to qualify for an IMRF pension, will receive compensation at fifty percent (50%) of the employee's current rate of pay for unused accrued and earned sick leave up to a maximum of six hundred and forty (640) hours. Such compensation will be paid on the last paycheck.
- c. Upon retirement, an employee may request to apply the eligible portion of their unused sick time to the IMRF pension service credit, per the rules and regulations of IMRF in place at that time.
- d. With a minimum of twenty-four (24) hours advanced notice and approval of the Public Works Superintendent or his designee, three (3) non-consecutive personal days can be substituted for

three (3) sick days. With a minimum of two (2) weeks advance notice and approval of the Public Works Superintendent, personal days can be used to extend vacation leave. Hours compensated for such personal days shall be included in “hours worked” for purposes of calculating overtime.

- e. Employees may sell back sick time from their sick leave bank at a pro-rated rate under the rates and policy listed in the City of Warrenville Employee Personnel Manual, as the same may be changed from time to time by the City.

SECTION 15.02. Employee’s Condition.

- a. The supervisor of each Division may at his discretion find an employee’s condition such that he/she is not fit for work whether it is regularly scheduled hours or on a call out. Supervisor will use safety factors in making such determination.
- b. Employee is responsible for his/her condition when answering a call out.

SECTION 15.03. Family Medical Leave Act.

The parties agree that the Employer may, notwithstanding any other provision of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act.

ARTICLE 16:
FUNERAL, VOTING, JURY DUTY AND MILITARY LEAVE

SECTION 16.01. Funeral Leave.

The City of Warrenville allows up to five (5) consecutive paid days off, with department head approval, for a death of an immediate family member. Immediate family includes parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, adoptive parents, children or others where a dependent relationship existed.

The Department Head must approve funeral leave for death of other than immediate family. Absence for such a death is limited to one (1) day. Any additional leave, which may be granted, will be deducted at the employee’s request from either unused sick or vacation leave time. Use of sick leave for more than two (2) consecutive days is subject to Department Head approval.

SECTION 16.02. Voting.

Employees covered by this Agreement shall be entitled to the necessary time per 10 ILCS 5/17-15.

SECTION 16.03. Jury Duty.

If an employee is required to serve on jury duty, Employer shall pay such employee the difference between the fees actually received for jury duty and the employee’s regular wages. Such payment shall be approved upon proof of service provided by the employee.

SECTION 16.04. Military Service Leave.

Military leave shall be granted in accordance with Federal and State laws.

ARTICLE 17:
RATES OF PAY

SECTION 17.01. Wage Rates.

Employees will be paid in accordance with the step schedule as set forth in Appendix A.

- a. Work performance of every bargaining unit employee shall normally be evaluated once every 12 months. These evaluations will provide employees with one of the following ratings: “Unacceptable,” “Below Standards,” “Meets Standards,” “Exceed Standards” or “Outstanding.” Each evaluation will clearly state the start and end date of each respective evaluation period. The evaluation form used by the City is attached to this Agreement.
- b. Six months before the formal evaluation period, any bargaining unit employee who is then known to be performing at an “Unacceptable” or “Below Standards” level of performance will be so notified in writing, including a recommended course of action for the employee to take to correct certain deficiencies. Of course, conduct occurring subsequent to the first six months of the evaluation period may be sufficient, on its own, to support an evaluation of an “Unacceptable” or “Below Standards.”
- c. The City reserves the right to withhold a step increase for any employee who receives an “Unacceptable” or “Below Standards” evaluation. Reasonable training or re-instruction will be offered as remediation where reasonably appropriate. Within the next six months and every six months to follow, an evaluation review will be held with the employee to determine whether the employee “Meets Standards.” If the employee receives an evaluation of “Meets Standards” he or she shall then receive his step increase. Annual step increases shall, if awarded, be contained in the employee’s paycheck closest to the employee’s anniversary date.
- d. At the request of IBEW Local 701, the bargaining unit employees will provide them with a copy of their annual performance evaluations.

SECTION 17.02. Pay Day.

The Employees will be paid bi-weekly.

SECTION 17.03 Annual Merit Bonus Payment.

Employees will be eligible for a cash merit bonus payment, which is not included in the base hourly rate of pay, if they attain a performance evaluation of “Exceeds Standards” or “Outstanding” as noted in the table below. The merit bonus payment is calculated based on the following criteria. The evaluation form is attached as Appendix B.

MERIT RATINGS	
Below Standards or Unacceptable – 0%	Exceeds Standards – 1% of base wage effective April 30 th of current calendar year
Meets Standards – 0%	Outstanding – 2% of base wage effective April 30 th of current calendar year

SECTION 17.04 New Employees.

The Employer may, at its own exclusive discretion, hire a new employee and place that employee at any step that the Employer feels is adequate and commensurate with the new employee's qualifications.

ARTICLE 18:
PENSION PLAN

SECTION 18.01. Pension Fund.

The retirement program for employees covered by this Agreement is found in 40 ILCS 5/7-101 et. seq. effective on the date of the signing of this Agreement and administered by the Illinois Municipal Retirement Fund.

SECTION 18.02. Physical Examinations.

Employee agrees that at the request of the Employer a physical examination, including drug screening once every two years, will be taken. All costs to be incurred by Employer and not subject to the employee's personal health insurance deductible.

SECTION 18.03. Temporary Total Disability (TTD) Payments.

As permitted by law, the Employer will compensate Employees 66 2/3% TTD payments beginning after the loss of three workdays.

ARTICLE 19:
INSURANCE

SECTION 19.01. Health Benefits Provided.

All full-time employees are eligible for insurance coverage after thirty (30) days of employment. The Employer shall make available to non-retired Employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits as that provided to the remaining Employees of the City. Further, the Employer shall make available to Employees who retire during the life of their Agreement, and who at the time of retirement were covered by Employer insurance, individual and dependent coverage (if the dependent was covered when the Employee retired) at group rates, with such premiums to be paid by the retired Employee to the extent required by applicable law. Employer reserves the right to change insurance carriers, benefit levels or Employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provisions of health care benefits, so long as the new coverage and benefits are substantially similar to those provided to the remaining full-time employees of Employer.

SECTION 19.02. Cost Containment.

Employer strictly reserves the right to institute cost containment provisions similar to those applicable to most other Employees. Examples of such cost containment provisions include, but are not limited to the following:

1. Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. Authorization for emergency admission must be obtained within forty-eight (48) hours of the admission or benefits may be reduced;
3. Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;
4. The Insurance provider may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

SECTION 19.03. Deductibles.

Effective as of the date of this agreement, the Health Insurance Program deductible for single coverage and for non-single coverage will be consistent with deductibles for all City employees, as they may change from time to time.

SECTION 19.04. Co-Payments Required.

The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Employer and employee as follows:

Coverage Level	Premium Allocation-PPO Plan Offered by the City	Premium Allocation-Blue Choice Select Plan Offered by the City	Premium Allocation-HMO Plan Offered by the City
Employee only	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Employee plus spouse	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Employee plus child(ren)	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Family (Employee, spouse and child(ren))	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee

Notwithstanding the provisions of Section 19.04, the Employer may, at its sole discretion, permit employees to pay a lower percentage of the premium for any or all of the medical insurance plans offered by the Employer, for a period of time designated by the Employer. Absent such exception, however, employee premium contributions shall be governed by the applicable provisions of the collective bargaining agreement.

SECTION 19.05. Opt-Out Program.

To the extent the Employer offers a medical insurance opt-out program to other non-represented City employees generally, such program shall be made available to bargaining unit employees at the same time and on the same terms.

SECTION 19.06. Dental Insurance.

Any employee who elects dental coverage for himself/herself or their eligible dependents pursuant to a group dental plan offered by the Employer shall pay 100% of the insurance premium for such coverage.

SECTION 19.07 Life and Accidental Death and Dismemberment Insurance.

Active employees covered by the health insurance plan also have \$25,000 life insurance and accidental death and dismemberment coverage paid by Employer. Employer shall also offer additional life insurance, to the extent permitted by the carrier, to be fully paid by employees at the group rate.

SECTION 19.08 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in the Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to Employer, nor shall such failure be considered a breach by the Employer of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, to any Employee or to any beneficiary of any Employee.

ARTICLE 20:
UNIFORMS AND TOOLS

SECTION 20.01. Uniforms and Tools.

Employer shall annually provide uniforms to employees. Employee will be responsible for all lost uniforms. Employees shall wear the uniform as provided by the Employer:

- | | |
|---|--|
| 1 Hooded Sweatshirt | 5 Long Sleeve Shirts or Crew Neck Sweat shirts - Gray (interchangeable for road work yellow safety T-shirts) |
| \$200.00 allotment annually for safety shoes | 5 Pairs of Blue Jeans (interchangeable with Blue Jean Shorts) <u>not to exceed \$180</u> |
| 1 Insulated or <u>Un-insulated Bib</u> – replaced as needed (Carhart or equivalent) | 1 Prescription Safety Glasses – up to \$150.00 in a given year |
| 1 Winter Coat as needed | |
| 5 T-Shirts – Gray (interchangeable for road work yellow safety T-shirts) | |
| 5 Short Sleeve Shirts - Gray | |

Upon approval by the Public Works Superintendent or his designee, the employee can interchange shirts of equivalent value from the list above or turn in worn, torn or un-presentable clothing for replacements. Each year, efforts will be made to secure new uniforms as early in the fiscal year as possible, but shall be distributed no later than within ninety (90) days of September 1st.

SECTION 20.02. CDL License and Hazard Material Training.

The City of Warrenville shall reimburse all bargaining unit employees required to have a Commercial Drivers License and or Hazardous Material Training the cost of obtaining or renewing said CDL License or HAZ MAT training.

ARTICLE 21:
SAFETY

SECTION 21.01. Committee Meetings.

Employees covered by this Agreement shall be entitled to participate in the Employee Safety Committee as outlined in the current Employee Personnel Manual then in effect.

SECTION 21.02. Employee Responsibility.

All employees have a responsibility for the prevention of accidents and are required to exercise safe work habits. Every employee must comply with the Department's safety procedures.

SECTION 21.03. Unsafe Conditions.

Employees and Employer are expected to conduct themselves and perform work in a manner consistent with safe practices and applicable safety laws. In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

ARTICLE 22:
MISCELLANEOUS PROVISIONS

SECTION 22.01. Non-Discrimination.

It is the continuing policy of Employer and Union that the provisions of this Agreement shall be applied to all covered employees without regard to race, color, creed, religion, age, national origin, sex, sexual orientation, disability, handicap, marital status, veteran status, or because of membership status in a labor organization.

SECTION 22.02. Entire Agreement.

This Agreement covers all of the benefits and rights of employees who are covered by this Agreement. If a benefit or right is set out in any other document but not contained herein, it does not apply to employees covered hereunder.

SECTION 22.03. Construction of Agreement.

This Agreement shall not be construed as a guarantee of any minimum numbers of hours to be worked, nor a guarantee of any staffing levels to be maintained, nor a guarantee of services to be delivered, nor a guarantee of the classification to be used in performing Employer's legal obligations.

SECTION 22.04. Severability.

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, the parties shall thereupon seek to negotiate substitute language which is in conformity with the applicable law.

ARTICLE 23:
EFFECTIVE DATES – AMENDMENTS – TERMINATION

SECTION 23.01. Effective Dates.

Subject to the provision of Sections 23.02 and 23.03 of this Agreement, this Agreement shall take effect May 1, 2015, and shall remain in effect up to and including April 30, 2020. It shall continue in effect from year to year thereafter May 1 up to and including April 30 of each year unless changed in the way provided herein.

SECTION 23.02. Termination.

Either party desiring to terminate this Agreement must notify the other in writing. The written demand shall be made no earlier than ninety (90) days but no later than thirty (30) days prior to May 1st of each contract year.

SECTION 23.03. Amendments.

Either party desiring to amend this Agreement must notify the other in writing. Whenever notice is given for amendment(s), the nature of the amendment(s) desired must be specified in the notice and until satisfactory conclusion is reached therein, the original provisions of this Agreement shall remain in full force and effect.

SECTION 23.04. Mutual Consent.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective dates of the amendment to be executed and submitted in the same manner as this Agreement for approval by the International Office of the Union.

SECTION 23.05. Successors and Assigns.

This Agreement shall be binding upon the parties and their respective successors and assigns.

ARBITRATION LIMITATION:

Section 23.06. The arbitration procedures set forth in Article 6 hereof shall not be applicable to disputes referred to in this Article unless mutually agreed otherwise.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED:
CITY OF WARRENVILLE



DAVID L. BRUMMEL
MAYOR

SIGNED:
LOCAL UNION 701, IBEW



FRANK FURCO
BUSINESS MANAGER

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

12/16/2015

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.

APPENDIX A: MAY 1, 2015 WAGE SCALE

	Year 1 – 0% 5/1/15 – 4/30/16		Year 2 – 2% 5/1/16 – 4/30/17		Year 3 – 2% 5/1/17 – 4/30/18		Year 4 – 3% 5/1/18 – 4/30/19		Year 5 – 3% 5/1/19 – 4/30/20	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
START	\$48,644	\$23.3864	\$48,617	\$23.8541	\$50,609	\$24.3312	\$52,127	\$25.0611	\$53,691	\$25.8129
AFTER 1 YEAR	\$50,744	\$24.4107	\$51,790	\$24.8989	\$52,826	\$25.3969	\$54,410	\$26.1588	\$56,043	\$26.9436
AFTER 2 YEARS	\$52,998	\$25.4800	\$54,058	\$25.9896	\$55,140	\$26.5094	\$56,794	\$27.3047	\$58,498	\$28.1238
AFTER 3 YEARS	\$55,319	\$26.5958	\$56,426	\$27.1277	\$57,554	\$27.6703	\$59,281	\$28.5004	\$61,059	\$29.3554
AFTER 4 YEARS	\$57,742	\$27.7608	\$58,897	\$28.3160	\$60,075	\$28.8823	\$61,878	\$29.7488	\$63,734	\$30.6413
AFTER 5 YEARS	\$60,272	\$28.9768	\$61,477	\$29.5563	\$62,707	\$30.1474	\$64,588	\$31.0518	\$66,525	\$31.9834
AFTER 6 YEARS	\$62,912	\$30.2460	\$64,170	\$30.8509	\$65,453	\$31.4679	\$67,417	\$32.4119	\$69,439	\$33.3843
AFTER 7 YEARS	\$65,667	\$31.5707	\$66,980	\$32.2021	\$68,320	\$32.8461	\$70,370	\$33.8315	\$72,481	\$34.8464
AFTER 8 YEARS	\$68,543	\$32.9535	\$69,914	\$33.6126	\$71,313	\$34.2849	\$73,452	\$35.3134	\$75,655	\$36.3728

Employees will receive range increase May 1st of City fiscal year. Step increase received at individual employee anniversary.

APPENDIX B: EVALUATION FORM

CITY OF WARRENVILLE
EMPLOYEE EVALUATION – NON-REPRESENTED, NON-EXEMPT

NAME:	EVALUATOR:
Dates Covered in Evaluation: Click here to enter a date.	Click here to enter a date.

EVALUATION STANDARD

(a) Outstanding

Consistently exceeds expected standards. Has an excellent understanding of job responsibilities requiring little or no supervision. Shares his/her job knowledge with others. Consistently exhibits excellent effort in job performance, frequently attaining positive results. Comments required for outstanding rating.

(b) Exceeds Standards

Frequently exceeds expected standards. Has a good understanding of job responsibilities and generally requires little supervision.

(c) Meets Standards

Meets expected standards. Has an acceptable understanding of job responsibilities. At this level, an employee is doing a full, complete and effective job. Performance is what is expected of a fully qualified and experienced person in the position.

(d) Below Standards

At this level, an employee is performing some of the essential elements of the job in an acceptable manner but has not reached the fully performing level. An employee at this level has had sufficient time, training, and exposure to all elements of the job. At this level, the employee needs to demonstrate the willingness and ability to perform at the consistently meets job standards level.

(e) Unacceptable

At this level, an employee consistently does not meet the job expectations despite supervisory efforts to provide help to the employee to improve performance. Comments required for unacceptable rating.

Definitions to certain words used in this evaluation points, to keep in mind while using them.

Attain: To gain as an objective, to achieve.

Consistent: Reliable, steady.

Continual: Recurring regularly or frequently.

Frequently: Occurring often or at close intervals. The measure of “frequently” will be interpreted that it occurred more often than it did not.

5. Accountability/Responsibility:

Score:

Acceptance of responsibility for assigned tasks. Offers ideas and suggestions to improve quality of services and efficiency and effectiveness of tasks. Strives to solve problems rather than passing it on to co-workers or supervisor. Ability to acknowledge errors and strive for improvement.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

6. Professional Work Habits:

Score:

Punctual, manages time well, dependable, completes work assignments as directed. Follows up with assigned tasks. Consistently abides by City, department and divisional rules, regulations and policies. Follows safe work habits.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

7. Training and Education:

Score:

Can identify areas for improvement; actively uses supervisory feedback and training as an opportunity for learning; seeks additional opportunities and resources for building skills and knowledge base.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

8. Workplace Improvement:

Score:

Plays an active role in looking for ways to improve the work of the department or division; Gives ideas and suggestions. Takes initiative to identify and resolve problems.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

9. Quality of Work:

Score:

Works to a high standard and in accordance with department and division policies and procedures. Demonstrates sound judgment regarding work related decisions, effective planning and follow-through on assigned tasks, and gives appropriate attention to details. Completed work is thorough and accurate.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

10. Quantity of Work:

Score:

Volume of work meets or exceeds expectations for the position; works with supervisor to set realistic goals and quantity of work and priorities; shows initiative in seeking additional assignments when time allows.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

11. Initiative, Participation and Meetings:

Score:

Attends all meetings; actively participates by presenting issues for discussion, concerns, and ideas.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

12. Department/Division Evaluation:

Score:

Participates in ongoing program evaluation and planning in an effort to consistently improve the performance and quality of services in the department or division by maintaining an awareness of program needs and opportunities and communicating them constructively.

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

13. Customer Service:

Score:

Professional during interaction with the public. Has an understanding of the City’s Customer Service Guidelines and abides by them. Maintains stable performance under pressure and in challenging situations. Works cooperatively with other City employees and other entities (i.e. Park District, townships, County, neighboring communities, etc.).

5 Outstanding 4 Exceeds Standards 3 Meets Standards 2 Below Standards 1 Unacceptable

Narrative:

AVERAGE

Score _____

Scoring Key	
Outstanding	4.5 – 5.0
Exceeds Standards	3.51 – 4.49
Meets Standards	2.5 – 3.5
Below Standards	1.26 – 2.49
Unacceptable	0 – 1.25

I have reviewed and updated the employee’s job description:

LETTERS OF RECOGNITION, LETTERS OF APPRECIATION:

ACCOMPLISHMENTS:

TRAINING:

DISCIPLINARY ACTION:

APPRAISAL

SUPERVISOR COMMENTS

Evaluating Supervisor's overall assessment of the evaluation categories: Comments *required* for "Outstanding" and "Unacceptable" rating.

GOALS

Employee can state his/her short and long-term goals in terms of the Department. This may include a desire to remain in their current position, or for a lateral transfer. Evaluating Supervisor and the employee can develop a plan to attempt to achieve short and long-term goals.

GOALS FOR NEXT REPORTING PERIOD

To be established by the Supervisor with input from the employee (should be mutually agreed upon). Goals will be set for each category rated "below standards" or "unacceptable". Goals should be ranked in priority order and be as measurable as possible.

SIGNATURES

Employee's Signature:	Date:
<input type="checkbox"/> Employee's comments attached.	
Supervisor's Signature:	Date:
Department Head Signature (review):	Date:

APPENDIX C: SENIORITY LIST

Bruce Padalik	12/06/94
Tim Kohout	10/27/97
Ken Beatty	12/13/99
Jamie Leonard	12/13/99
Dick Rose	02/12/01
Dave Neal	07/01/02
Ben Elizarraraz	01/17/06
Jeff Simmons	07/14/06
Lou Schaefer	09/02/08
Rob Ingram	03/22/10
Joe McFadden	05/05/14