

RESOLUTION NO. R2024-42

**A RESOLUTION APPROVING A FIVE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH LOCAL UNION 701, IBEW**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, certain employees of the City of Warrenville ("**Employees**") are represented by the Local Union 701, IBEW ("**Union**"); and

WHEREAS, the City and the Union desire to enter into a five-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning May 1, 2024 and ending April 30, 2029 ("**Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with the Union;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the Union is hereby approved in the form attached to this Resolution as **Exhibit A**.

SECTION 3: Execution. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from the Union; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from the Union within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

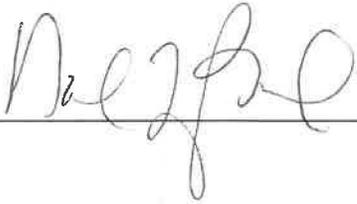
*[Signatures and Voting Record on Following Page]*

PASSED AND APPROVED THIS 1st day of July, 2024.

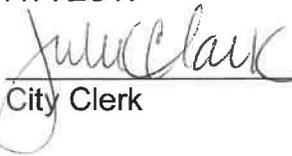
AYES: Aids: Lockett, Wilkie, Davolos, Weidner, Kruckenberg, Barry and Augustynowicz

NAYS: None

ABSENT: Ald. Aschauer

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**AGREEMENT**

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, 2024 – APRIL 30, 2029

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## **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 the 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 I**

### **SCOPE OF RECOGNITION**

#### **RECOGNITION:**

Section 1.01(a). Pursuant to certification of the Illinois State Labor Relations Board in Case No. S-RC-85-129, the Employer recognizes the 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.

#### **COMPOSITION AND SCOPE OF UNIT:**

(b). 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.

#### **NEW POSITIONS:**

Section 1.02. 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.

#### **CONTINUATION OF POSITIONS:**

Section 1.03. This Article is not meant to be nor is it to be considered a guarantee by the Employer that any of the positions listed shall be maintained or filled by the Employer.

**Gender:**

Section 1.04. Unless the context clearly requires otherwise, any reference to masculine gender used herein shall be deemed to include the female gender.

**ARTICLE II**

**MANAGEMENT RIGHTS**

**MANAGEMENT RIGHTS:**

Section 2.01. 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 III**

**UNION ACTIVITY**

**ACTIVITY DURING WORK:**

Section 3.01(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.

**TIME OFF:**

(b). 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.

**UNION STEWARDS:**

Section 3.02. The 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 the 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 the Employer who has successfully completed probation.

**UNION ACCESS:**

Section 3.03. 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.

**WORK TIME FOR WORK:**

Section 3.04. 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.

**BULLETIN BOARD:**

Section 3.05. The Employer agrees that the Union may install and maintain a bulletin board at each work location designated by the 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. The 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.

**EMPLOYEE INFORMATION**

Section 3.06. The City shall provide to the Union upon request (but no more than twice per calendar year) a spreadsheet of all current bargaining unit employees which will include the employee's name, job title, work telephone number, date of hire, work email address, home email address, personal home phone number, and work location on file with the City. For new bargaining unit employees, the City agrees to provide the Union with this information within ten (10) business days of receipt of information from the newly hired employee.

## ARTICLE IV

### UNION DUES, CHECK-OFF AND FAIR SHARE

#### **DUES DEDUCTION:**

Section 4.01. 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 the financial office of the City.

#### **VOLUNTARY FAIR SHARE:**

Section 4.02(a). All employees covered by this Agreement who are not members of Local Union 701 may, but cannot be compelled to do so as a condition of employment, become voluntary fair share fee payor employees by electing in writing to voluntarily pay a fair share of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and other conditions of employment through payroll deductions of the voluntary fair share payors.

(b). Such voluntary fair share payment by non-members made pursuant to a written authorization signed by the employee 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.

#### **CANCELLATION OF CHECK-OFF OR VOLUNTARY FAIR SHARE AUTHORIZATION**

Section 4.03. Any bargaining unit member may terminate the dues check-off or the voluntary fair share deduction authorization by submitting written notice to the financial office of the City and the Local Union office.

#### **INDEMNIFICATION:**

Section 4.04. 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 V

### NO STRIKE – NO LOCKOUT

#### **NO STRIKE – NO LOCKOUT:**

Section 5.01. There shall be no lockout by the 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 the 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 VI

### GRIEVANCE PROCEDURE AND ARBITRATION

#### **PURPOSE:**

Section 6.01(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.

#### **DEFINITION:**

Section 6.02. 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.

#### **GRIEVANCE PROCEDURE:**

Section 6.03. The following steps shall be followed in processing a grievance under this Agreement:

#### **STEP 1:**

(a). 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.

**STEP 2:**

(b). 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. The 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.

**STEP 3:**

(c). 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 the grievant and the Union to discuss the grievance within seven (7) working days of receipt of the grievance and shall issue a written decision to the 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.

**ARBITRATION:**

(d). 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.

**EMPLOYEES' RIGHT TO GRIEVE:**

Section 6.04. Employees may process a grievance with or without the 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.

**PAYMENT OF AWARD:**

Section 6.05. Any final arbitration award decided against the 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 the Employer's fiscal year appropriation. In such case, the delayed payment shall be made in the first month of the next succeeding fiscal year.

**TIME LIMITS:**

Section 6.06(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.

**WAIVER OF PROCEDURE:**

Section 6.07. 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. The Union agrees it will not process such a grievance.

**ARBITRATOR'S EXPENSES:**

Section 6.08. The expenses of the Arbitrator and a written transcript will be borne equally by both sides.

**ARBITRATOR'S AUTHORITY:**

Section 6.09. 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 VII

### DISCIPLINE

**DEFINITION:**

Section 7.01. Pursuant to Section 7.02, the 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 employee's 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.

**LIMITATION:**

Section 7.02. The requirement to use progressive disciplinary action does not prohibit the 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.

**NOTICE OF DISCIPLINE:**

Section 7.03(a). 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 employees personnel file, as discipline, that written reprimand, or oral reprimand previously described, shall not be relied upon, except for those instances 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, than 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 VIII**

**SENIORITY - PROBATIONARY PERIOD**

**SENIORITY DEFINED:**

Section 8.01. Seniority is an employee's length of most recent continuous employment in the bargaining unit since his/her last hiring date.

**INITIAL PROBATION:**

Section 8.02. New employees shall serve a one hundred and eighty (180) day probationary period of employment with the Employer. Upon successful completion of the probationary period, employees shall be credited with seniority from the date of employment.

**LIMITATION OF PROCEDURES:**

Section 8.03. During such probationary period, employees may be disciplined or discharged by the Employer without the employees so affected having recourse to Article 6, Grievance Procedure and Arbitration.

## ARTICLE IX

### PROMOTIONS, OPENINGS, VACANCIES POSTING, BIDDING AND AWARDING

Section 9.01(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.

#### **FILLING OF VACANCIES:**

(b). 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.

#### **EFFECTS OF LAYOFF**

Section 9.02.

In the event the City 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:

1. The employee shall be paid for any earned but unused vacation days.
2. 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.
3. 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.
4. 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 X

### HOURS OF WORK

**NORMAL WORKWEEK:**

Section 10.01. The normal workweek for employees shall consist of forty (40) hours worked of five (5) consecutive days, Monday through Friday.

**NORMAL WORKDAY:**

Section 10.02. The normal workday 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.

**TEMPORARY WORK SHIFTS:**

Section 10.03(a). The 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). The 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, the 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 XI**

### **OVERTIME**

#### **CALCULATION OF OVERTIME:**

Section 11.01(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 schedule normal workday for snow plowing, ice control, sewer and water main breaks and other natural disasters.

For the purposes 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.

#### **PREMIUM PAY SUPERSEDES:**

Section 11.02. Where premium pay is involved as in Section 13.04, work performed on a holiday, the premium pay provisions of this Agreement will apply in lieu of regular overtime pay.

#### **DISTRIBUTION OF OVERTIME:**

Section 11.03. 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.

#### **CORRECTION OF ERRORS:**

Section 11.04. Any error in the assignment of overtime shall be corrected at the next opportunity for assignment of overtime.

#### **NO PYRAMIDING:**

Section 11.05. There shall be no duplication or pyramiding of overtime, holiday overtime or premium pay.

#### **OVERTIME POSTING:**

Section 11.06. The overtime that has been worked will be posted no more than twice a year upon written request.

**NOTICE OF OVERTIME:**

Section 11.07. When possible the Employer will give as much advance notice of overtime work.

**ARTICLE XII**

**CALL-OUTS – PREMIUM PAY – STANDBY – MEALS**

**CALL-OUTS OR SCHEDULED WORK OUTSIDE NORMAL WORKING HOURS:**

Section 12.01. 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 for the entire time worked, provided they have worked sufficient hours to qualify for overtime pay. However, when called out after 5:00 a.m. on a regular workday, the employee shall not receive the two (2) hour minimum and will only get paid for what the employee actually worked. Subsequent call-outs that are placed while the employee is actively engaged in a call-out will not be considered as an additional call-out with an additional two (2) hour minimum. Under such circumstances, the employee will be paid for the time worked.

**CALL-OUT WORK ON DAYS OFF:**

Section 12.02(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 the 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 the regular rate of pay. This clause only applies to unscheduled call-outs on Sunday.

**STANDBY DUTIES:**

Section 12.03(a). The 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 the 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 workweek.

(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 workweek.

(d). Up to four times per year, employees may cover up to a twenty-four (24) hour standby assignment, with the Employers approval, not less than one 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.

**MEALS DURING EMERGENCIES:**

Section 12.04. An employee who is required to work emergency hours shall be eligible for a meal break after five (5) hours of continuous work.

**MAXIMUM HOURS:**

Section 12.05. Whenever an employee has worked sixteen (16) continuous hours or more, the employee 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, but 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.

**COMPENSATORY TIME:**

Section 12.06. Compensatory time may be earned at such times and in such time blocks as mutually agreed upon between the involved employee and the Department Head or his designee. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for hours worked in accordance with the overtime provisions of this agreement. An employee may accumulate up to forty (40) hours of compensatory time hours per fiscal year. Compensatory time must be used during the fiscal year in which it was earned and may not be carried over. Any unused compensatory time will be paid out annually in May at the employee's rate of pay as of the previous April 30<sup>th</sup>. Compensatory time can only be taken with the prior approval of the Department Head or their designee, and in a minimum of one (1) hour increments. The Department Head reserves the right to suspend usage of compensatory time when he/she deems it necessary.

Usage of compensatory time should in no way adversely affect the operations of the Department. If at any time the employee separates from the City, any remaining compensatory time shall be paid at one hundred (100) percent of the employee's current pay rate.

## ARTICLE XIII

### HOLIDAYS

#### **REGULAR HOLIDAYS:**

Section 13.01. 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 work days which shall include either the Friday before and/or the Monday after the holidays.

#### **HOLIDAY ELIGIBILITY:**

Section 13.02. 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.

#### **SCHEDULED WORK ON HOLIDAYS:**

Section 13.03. When an employee is scheduled to work on an authorized holiday per Section 13.01 (including July 4<sup>th</sup> and related Independence Day Festival activities) the employee shall be paid one and one-half (1½) times their regular hourly rate for all time actually worked on said holiday, regardless of whether the employee has worked sufficient hours to otherwise qualify for overtime pay. All time worked on an authorized holiday in excess of eight (8) hours will be compensated at two (2) times the regular rate of pay. This Section is over and above the eight (8) hours of holiday pay per Section 13.01.

#### **HOLIDAY CALL-OUTS:**

Section 13.04. 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 hourly rate 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.

**HOLIDAY DURING VACATION:**

Section 13.05. 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.

**ABSENCES FROM WORK SCHEDULED ON HOLIDAYS:**

Section 13.06. 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 XIV**

**VACATION**

**VACATION ACCRUAL RATES:**

Section 14.01. Annual vacation is provided in accordance with the following schedule:

Newly hired, full-time Public Works Union Employees will be granted five days (40) hours of vacation time upon successful completion of the first 90 days of employment to be used within their first year of employment with the City. The vacation days cannot be carried over. If the employee is terminated prior to completion of 90 days of employment, the vacation days will not be paid out.

- 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.

**VACATION SCHEDULING:**

Section 14.02(a). Vacations shall be scheduled on a work site basis. Between August 1<sup>st</sup> and October 15<sup>th</sup> of each year, the Employer shall request each employee to specify the dates desired for vacation for the coming calendar year. The division Department Head or designee will review the requests and identify any conflicts between October 16<sup>th</sup> and November 1<sup>st</sup>.

(b). Employees shall be assigned vacation according to their specified preference if the preference is provided to the Employer prior to October 15<sup>th</sup> for the following calendar year provided the Employer's work schedule so permits without unreasonable rescheduling. Where there is a conflict between the 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 1<sup>st</sup> to submit a new vacation request to his/her supervisor.

(c). Employees requesting vacation for more than fifteen (15) consecutive days must obtain written permission from the Public Works Director or his designee and the City Administrator.

(d). Any vacation request received after November 1<sup>st</sup> will be given on a first come, first served basis, provided the Public Works Director or his designee determines that operational needs are met.

**PAYMENT ON SEPARATION:**

Section 14.03. If an employee's service is terminated, he/she will be paid for such unused vacation accrued, per State Law.

**ARTICLE XV**

**SICK LEAVE**

**SICK LEAVE:**

Section 15.01. After three months of continuous employment with the 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 six hundred forty (640) hours. Sick leave and personal leave should be taken in a minimum of one (1) hour increments.

(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 Director.

(b). With a minimum of twenty-four (24) hours advance notice and approval of the Public Works Director 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 Director, 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.

(c). Employees who are not in the Trust 115 plan 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.

(d). Sick Leave Buy Back or Transfer:

The City shall make available to active Public Works union employees, hereby referred to as “employee (s)”, a Trust 115 healthcare savings plan for funding retiree health benefits. The plan will be funded through employee payroll contributions, as established within the Trust 115 plan document, and the transfer of unused sick time as described below.

Effective as soon as the plan is established, employees with more than 480 hours of accumulated sick time as of the date the plan is established, will have all hours over 480 hours of sick leave transferred into the Trust 115 plan, at a rate of 50% of the individuals’ rate of pay in effect as of April 30, 2024.

After the initial transfer, employees shall transfer eighty (80) sick hours to the Trust 115 plan once they have accumulated 640 sick hours. Such transfer will be made by the Finance Department at a rate of 40% of the employee’s current rate of pay.

Prior to the implementation and/or execution of the Trust 115 plan, current active members may opt out (ie not participate). Said members will have their accrued sick time balance brought down to 480 hours; any hours above 480 will be paid out at 50% of the member’s current hourly rate. After the initial pay out of sick time, sick hours will be capped at 640 hours.

All employees hired after May 1, 2024, will be automatically included into the plan without the option to opt out.

Employees who separate/retire from service are entitled to a transfer of their sick time to the Plan, or a payout if they initially opted out of the plan, so long as they meet the following requirements:

(1) The employee has continued to work for the City Public Works Department on a continuous, full-time basis; and

(2) The employee separates from service in good standing. For purposes of the Trust 115 Plan, separating from service in good standing is defined as the following:

- a. Resigning in good standing and qualifying for a pension under the applicable Illinois Municipal Retirement Fund (IMRF) provisions;
- b. Retiring from service and receiving a pension under the applicable Illinois Municipal Retirement Fund (IMRF) provisions; or
- c. Receiving a disability pension under the applicable Illinois Municipal Retirement Fund (IMRF) provisions

Employees in the Plan who satisfy these requirements shall transfer any unused sick time up to 640 hours to the Trust 115 plan at 50% of their final rate of pay.

Employees who initially opted out of the Plan, upon retirement, will receive a payout of any unused sick time up to 640 hours at 50% of their final rate of pay or 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.

**EMPLOYEE'S CONDITION:**

Section 15.02(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. The supervisor will use safety factors in making such determination.

(b). Employee is responsible for his/her condition when answering a call-out.

**FAMILY MEDICAL LEAVE ACT:**

Section 15.03. The parties agree that the Employer may, notwithstanding any other provisions 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 XVI**

**FUNERAL, VOTING, JURY DUTY AND MILITARY LEAVE**

**FUNERAL LEAVE:**

Section 16.01. 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 other 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.

**VOTING:**

Section 16.02. Employees covered by this Agreement shall be entitled to the necessary time per 10 ILCS 5/17-15.

**JURY DUTY:**

Section 16.03. If an employee is required to serve on jury duty, the 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.

**MILITARY SERVICE LEAVE:**

Section 16.04. Military leave shall be granted in accordance with Federal and State Laws.

**ARTICLE XVII**

**RATES OF PAY**

**WAGE RATES:**

Section 17.01. 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". "Exceeds 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 in 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 is not meeting the standards of their position based on their evaluation score. Reasonable training or re-instruction will be offered as remediation where reasonably appropriate. The employee will be evaluated again after six (6) months to determine whether the employee meets performance standards. If the employee's evaluation determines he or she is meeting the standards of their position, the step increase will be awarded and applied in the next pay period following determination. The step increase will not be applied retroactively.
- (d) At the request of IBEW Local 701, the bargaining unit employees will provide them with a copy of their annual performance evaluations.

**PAYDAY:**

Section 17.02. The Employees will be paid bi-weekly.

**ANNUAL MERIT BONUS PAYMENT:**

Section 17.03. Employees hired after May 1, 2021 must be at the top step to qualify for the Merit Bonus. Provided they meet the necessary criteria, all employees regardless of their current step, hired prior to May 1, 2021 shall qualify for the Merit Bonus.

Employees will be eligible for 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. Merit Bonuses will be paid out annually in May.

<b>Merit Ratings</b>		
Outstanding	2.00% of Base Wage	Effective April 30 <sup>th</sup> of Current Calendar Year
Exceeds Standards	1.00% of Base Wage	Effective April 30 <sup>th</sup> of Current Calendar Year
Meets Standards	0%	
Below Standards	0%	
Unacceptable	0%	

**NEW EMPLOYEES:**

Section 17.04. 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 XVIII**

**PENSION PLAN**

**PENSION FUND:**

Section 18.01. The retirement program for employees covered by this Agreement is found in 40 ILCS5/7-101 et. seq. effective on the date of the signing of this Agreement and administered by the Illinois Municipal Retirement Fund.

**PHYSICAL EXAMINATIONS:**

Section 18.02. Employees agree 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 the Employer and not subject to the employee’s personal health insurance deductible.

**TEMPORARY TOTAL DISABILITY (TTD) PAYMENTS:**

Section 18.03. As permitted by law, the Employer will compensate employees 66<sup>2</sup>/<sub>3</sub>% TTD payments beginning after the loss of three workdays.

## **ARTICLE XIX**

### **INSURANCE**

#### **HEALTH BENEFITS PROVIDED:**

Section 19.01. 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 the Employer's 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. The 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 the Employer.

#### **COST CONTAINMENT:**

Section 19.02. The 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.

#### **DEDUCTIBLES:**

Section 19.03. 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.

#### **CO-PAYMENTS REQUIRED – MEDICAL INSURANCE:**

Section 19.04. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Employer and the 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% Employer 15% Employee	90% Employer 10% Employee	90% Employer 10% Employee
Employee plus spouse	85% Employer 15% Employee	90% Employer 10% Employee	90% Employer 10% Employee
Employee plus child(ren)	85% Employer 15% Employee	90% Employer 10% Employee	90% Employer 10% Employee
Family (employee, spouse, and child(ren))	85% Employer 15% Employee	90% Employer 10% Employee	90% Employer 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.

**OPT OUT PROGRAM:**

Section 19.05. 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.

**DENTAL INSURANCE:**

Section 19.06. 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.

**LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:**

Section 19.07. Active employees covered by the health insurance plan also have \$50,000.00 life insurance and accidental death and dismemberment coverage paid by the Employer. The Employer shall also offer additional life insurance, to the extent permitted by the carrier, to be fully paid by employees at the group rate.

**TERMS OF INSURANCE POLICIES TO GOVERN:**

Section 19.08. 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 the 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 XX

### UNIFORMS AND TOOLS

Section 20.01. The 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
- \$250.00 allotment annually for safety shoes
- 1 Insulated or Un-insulated Bib – replaced as needed (Carhartt or equivalent)
- 1 Winter Coat as needed
- 5 T-Shirts – Gray (Interchangeable for road work yellow safety T-shirts)
- 5 Short Sleeve Shirts – Gray
- 5 Long Sleeve Shirts or Crew Neck Sweat Shirts – Gray (interchangeable for road work yellow t-shirts)
- 5 Pairs of Blue Jeans (Interchangeable with Blue Jean Shorts) not to exceed \$250.00
- 1 Prescription Safety Glasses – up to \$150.00 in a given year

Upon approval by the Public Works Director 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 1<sup>st</sup>.

#### **CDL LICENSE AND HAZARD MATERIAL TRAINING:**

Section 20.02. The City of Warrenville shall reimburse all bargaining unit employees required to have a Commercial Driver’s License and or Hazardous Material Training the cost of obtaining or renewing said CDL License or HAZ MAT Training.

## **ARTICLE XXI**

### **SAFETY**

#### **COMMITTEE MEETINGS:**

Section 21.01. 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.

#### **EMPLOYEE RESPONSIBILITY:**

Section 21.02. All employees have a responsibility for the prevention of accidents and are required to exercise safe work habits. Every employee must comply with their departments' safety procedures.

#### **UNSAFE CONDITIONS:**

Section 21.03. Employees and the Employer are expected to conduct themselves and to 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 XXII**

### **MISCELLANEOUS PROVISIONS**

#### **NON-DISCRIMINATION:**

Section 22.01. It is the continuing policy of the Employer and the 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.

#### **ENTIRE AGREEMENT:**

Section 22.02. 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.

#### **CONSTRUCTION OF AGREEMENT:**

Section 22.03. 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 the Employer's legal obligations.

**SEVERABILITY:**

Section 22.04. 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 XXIII**

**EFFECTIVE DATES – AMENDMENTS – TERMINATION**

**EFFECTIVE DATES:**

Section 23.01. Subject to the provisions of Section 23.02 and 23.03 of this Agreement, this Agreement shall take effect May 1, 2024, and shall remain in effect to and including April 30, 2029. 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.

**TERMINATION:**

Section 23.02. 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 1<sup>st</sup> of each contract year.

**AMENDMENTS:**

Section 23.03. 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.

**MUTUAL CONSENT:**

Section 23.04. 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.

**SUCCESSORS AND ASSIGNS:**

Section 23.05. 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

\_\_\_\_\_  
ANTHONY GIUNTI  
BUSINESS MANAGER

**APPENDIX “A” WAGES**

**General Maintenance Worker – Street & Water Divisions**

	5/1/24 – 4/30/25 – 4.00 %			5/1/25 – 4/30/26 – 3.00%			5/1/26 – 4/30/27 – 2.50%		
	STEP	ANNUAL BASE	BASE RATE	STEP	ANNUAL BASE	BASE RATE	STEP	ANNUAL BASE	BASE RATE
START	Base	59,547	28.6283	Base	61,333	29.4871	Base	62,867	30.2243
After 1 Year	1	62,155	29.8823	1	64,020	30.7788	1	65,620	31.5483
After 2 Years	2	64,878	31.1912	2	66,824	32.1269	2	68,495	32.9301
After 3 Years	3	67,719	32.5571	3	69,750	33.5338	3	71,494	34.3722
After 4 Years	4	70,685	33.9832	4	72,806	35.0027	4	74,626	35.8778
After 5 Years	5	73,781	35.4718	5	75,995	36.5360	5	77,895	37.4494
After 6 Years	6	77,013	37.0254	6	79,323	38.1361	6	81,306	39.0895
After 7 Years	7	80,386	38.6470	7	82,797	39.8064	7	84,867	40.8016
After 8 Years	8	83,907	40.3399	8	86,424	41.5501	8	88,585	42.5889

	5/1/27 – 4/30/28 – 2.00%			5/1/28 – 4/30/29 – 3.50%		
	STEP	ANNUAL BASE	BASE RATE	STEP	ANNUAL BASE	BASE RATE
START	Base	64,124	30.8288	Base	66,368	31.9078
After 1 Year	1	66,933	32.1792	1	69,275	33.3055
After 2 Years	2	69,864	33.5887	2	72,310	34.7643
After 3 Years	3	72,924	35.0596	3	75,476	36.2867
After 4 Years	4	76,118	36.5954	4	78,783	37.8762
After 5 Years	5	79,453	38.1983	5	82,233	39.5353
After 6 Years	6	82,932	39.8713	6	85,835	41.2668
After 7 Years	7	86,565	41.6176	7	89,594	43.0742
After 8 Years	8	90,357	43.4407	8	93,519	44.9611

**Employees will receive range increase May 1<sup>st</sup> of City fiscal year. Step increase received at individual employee anniversary.**