COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HIGHLAND PARK, ILLINOIS

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

2013 THROUGH December 31, 2015

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AGREEMENT

This Agreement is made and entered into by and between the City of Highland Park, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150, (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

PREAMBLE

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times, to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes as provided herein.

ARTICLE I

DEFINITIONS

Section 1.1: Business Days

Monday through Friday excluding any City holidays.

Section 1.2: Calendar Days

Seven days of the week; includes weekends and City holidays.

Section 1.3: Director

The Public Works Director including any authorized designee.

Section 1.4: Discipline

Discipline includes but is not limited to: oral reprimand, written reprimand, suspension, termination, demotion, restitution and reassignment.

Section 1.5: Full-Time Employee

Any employee regularly scheduled to work forty (40) hours or more per week and twelve (12) months per year.

Section 1.6: Part-Time Employee

Any employee regularly scheduled to work less than forty (40) hours per week or less than fifty-two (52) weeks per year.

Section 1.7: City

City of Highland Park

Section 1.8: Union

International Union of Operating Engineers, Local 150

ARTICLE II

RECOGNITION

Section 2.1: Recognition

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

INCLUDED

All persons employed full-time and regular part-time by the City of Highland Park in the following classifications: Maintenance Worker; Water Plant Operator; Water Plant Mechanic; Fleet Mechanic; Maintenance Aide.

EXCLUDED

All other employees of the City of Highland Park, including but not limited to the Public Works Foreman, Public Safety Mechanic and the Lead Water Plant Operator as supervisory employees; and all other supervisory, professional, short-term, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 2.2: New Classifications

If the City implements a new classification(s) pertaining to work of a nature performed by employees within the bargaining unit, the Union may request that the position be included within the unit. If the City disagrees, the Union may file a unit clarification petition.

In the event there is a need for the establishment of new bargaining unit classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the City may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the City, such rate may be retroactive to the start of work in the new classification by mutual agreement of the parties.

ARTICLE III

UNION RIGHTS

Section 3.1: Union Stewards

Three (3) duly authorized bargaining unit representatives shall be designated by the Union as the Stewards. The Union will provide written notice to the Director of Public Works and the Police Chief to identify the Stewards.

Section 3.2: Union Activity During Working Hours

Union activities shall be restricted to non-working time, unless otherwise provided in this Agreement, and shall not disturb employees who are working. Union Stewards shall not suffer a

loss of pay if attending a disciplinary meeting called by management during the Stewards' work time.

Section 3.3: Time Off for Union Activities

Union Stewards shall be allowed reasonable time off without pay for legitimate Union business outside of Highland Park, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

Section 3.4: Union Agents

Duly authorized Union agents shall be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business agents will be identified to the Public Works Director or his/her designee and on each occasion will first secure approval, which shall not be unreasonably denied, by the Public Works Director or his/her designee to enter and conduct their business so as not to interfere with City operations or employees who are working. If such approval is granted, the Public Works Director or his designee shall designate a reasonable area where such business is to be conducted and a reasonable period of time to be provided.

Section 3.5: Union Bulletin Board

The City shall provide a Union bulletin board at each work location, at the Public Services Building, the Water Treatment Plant, and the Public Safety Building. The board(s) shall be for the sole and exclusive use of the Union. The Union agrees that any postings on such bulletin board shall be of a non-political, non-discriminatory and non-inflammatory nature and shall be limited to notices of meetings and other Union related informational material. All materials posted by the Union shall be dated and signed by a Union Steward. A copy of all postings shall be provided as a courtesy to the Director of Public Works at the time they are posted.

ARTICLE IV

UNION DUES CHECKOFF

Section 4.1: Deductions

The City agrees to deduct from the pay of those employees who are Union members Union membership dues, assessments, or fees upon submission of an appropriate authorization. Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made per pay period and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the City of any increases

in dues or other approved deductions in writing at least thirty (30) days prior to its effective date, but shall not increase the dues or other approved deductions more than two (2) times per year. The Union shall certify the current amount of Union deductions.

Section 4.2: Fair Share

Employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.

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

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

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

Section 4.3: Indemnification

The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with any provisions of this Article. If an incorrect deduction is made the Union shall refund any such amount directly to the involved employee.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1: Application of Article

The provisions of this Article are intended to provide the basis for calculating overtime

pay, and shall not be construed as a guarantee of hours of work per day or per week or pay in lieu thereof, or as a limitation upon the minimum (or maximum for part-time personnel) hours per day or per week which may be required.

Section 5.2: Normal Work Day and Work Week

The normal work day for full-time employees will consist of eight (8) hours of work, and the normal work week for full-time employees will consist of forty (40) hours of work a week unless otherwise modified as discussed below.

Should it be necessary in the City's judgment to temporarily establish a schedule departing from the normal work day or to temporarily change the normal work schedule of an employee or employees, the City will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change. Any such changes will be made on a basis which is neither, arbitrary or capricious and shall be for a stated reason or purpose.

If the City desires to permanently alter employee work schedules, the City shall (1) inform the Union of any such proposed change no less than forty-five (45) days prior to implementation and (2) bargain, upon request, with the Union over the decision and the impact and effects of such change; however, the City shall have the right to implement such change on a temporary basis pending the outcome of such negotiations. Any such changes will be made on a basis which is neither, arbitrary or capricious and shall be for a stated reason or purpose.

Section 5.3: Current Workday and Workweek

(A) The current workday for employees is eight (8) hours and the current workweek is forty (40) hours Monday thru Friday (except for Water Plant employees as set forth below).

(B) Current Hours

(1) Except as set forth herein, current hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday.

(2) Current Equipment Division hours are as follows:

Early shift 4:00 a.m. to 12:30 p.m., Monday through Friday and Day shift 7:00 a.m. to 3:30 p.m., Monday through Friday.

(3) Regular part-time workers shall normally work less than thirty (30) hours per week Monday through Sunday.

(4) Public Safety employees hours are currently 7:00 a.m. to 4:00 p.m., Monday through Friday.

(5) Water Plant Operators standing watch currently work an A/B rotation. A/B rotation shifts for Water Plant Operators on watch are currently eight (8) hours: 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., 10:00 p.m. to 6:00 a.m. Water Plant Mechanics and Water Plant Operators not standing single-operator watch currently work an eight (8) hours shift, 6:00 a.m. to 2:30 p.m., Monday through Friday. An employee's forty hour workweek may be modified by a flexible scheduling request or order from the Water Plant Superintendent or designee, and subsequent management approval. Any request for, or order of flexible scheduling that results in more than eight (8) hours worked per day shall not constitute an overtime situation (for example, working four

10 hour periods instead of five 8 hour periods shall not result in overtime on the altered shift).

Section 5.4: Breaks

There shall normally be a thirty (30) minute unpaid break for lunch each regular work day. Water Plant Operators on watch shall normally take a thirty (30) minute meal break as allowed by workload and are expected to do so provided relief is available. In addition, each employee may be entitled to two (2) paid fifteen minute breaks subject to operational needs, which shall be inclusive of travel time. When Public Works full-time and part-time Maintenance Worker employees and Public Safety employees work through their lunch period, employees shall be allowed to leave work thirty (30) minutes early with approval from the supervisor, or shall be compensated at the appropriate rate of pay.

Section 5.5: Allowable Rest Period

With supervisor approval, employees may work more than sixteen (16) hours in a twenty-four (24) hour period without taking an eight (8) hour rest period. Should an employee reasonably believe that he can work more than 16 hours in a twenty four (24) hour period, he shall be permitted to do so with approval of the supervisor. The employee agrees to provide the Employer a minimum of one (1) hour advance notice if he cannot continue to work. Should the employee opt to go home for an eight (8) hour rest period, or be sent home for such period by their supervisor and any part of the eight (8) hour rest period falls within the employee's normal workday, he shall be permitted to use accrued vacation, personal or compensatory time off for those hours with approval of the

supervisor.

Section 5.6: Employer Provided Meals

An employee who is required to work unscheduled overtime may be eligible for a City provided meal at the reasonable discretion of the Department Head or designee.

Section 5.7: Overtime

Overtime is defined as time worked in excess of forty (40) hours per week or in excess of eight (8) hours in a workday when specifically directed by a Superintendent, Director or the Director's designee. In the case of time worked in excess of forty (40) hours in a work week, or in excess of eight (8) hours in a workday when specifically directed by a Superintendent, Director or the Director's designee, employees shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. For the purposes of this section only, "time worked" shall be interpreted to include time worked as well as time paid but not worked (with the exception of sick leave).

Employees who are not regularly scheduled to work on a holiday, shall be paid one and one half (1½) times for work on holidays regardless of hours worked in a day or week. This shall be in addition to holiday pay provided in Section 10.2.

Section 5.8: Overtime Distribution

The City agrees to reasonably distribute overtime opportunities equally on an annual basis amongst the employees that normally perform the work at issue within each Division. An

employee working on any job which extends into overtime shall normally receive that overtime assignment. If any violation of this Article is established, the sole remedy shall be granting the disadvantaged employee(s) the first reasonably similar overtime opportunity(s).

A call out list will be posted by the Public Works time clock year-round. The list shall include the following Divisions: Streets, Sewer and Water Distribution. A Summer Volunteer Call Out List, effective from April 15 to November 1, will be implemented. The City may establish a mandatory callout list similar to the snow callout list if there are not enough volunteers for the Summer Volunteer List. The Fleet Mechanics and Water Plant shall each have their own rotating call out lists. The City shall offer overtime opportunities on a rotating basis based on the call out list, which shall start with the most senior employee and rotate thereafter.

Employees are required to notify his or her foreman of a telephone number to be reached at when on the call out list and are responsible for ensuring contact information is current. When called for assignment when on the call out list, employees must respond within fifteen (15) minutes. Employees on the call out list shall remain in a condition to perform their work while on call.

The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, employees may not refuse required overtime work in the case of snow, or state of emergency as declared by the Mayor, or where employees on the call out list are not reasonably available to work the overtime in question. If the full-time personnel who would have usually worked the overtime refuse it or are unavailable, the City may work part-time, temporary or non-bargaining unit personnel on said overtime without violating the Agreement.

Section 5.9: Acting Foreman

Acting Foreman shall be formally appointed by the Director or his or her designee. The employee acting as foreman shall be compensated at 6% above his or her regular rate of pay for hours worked as acting foreman.

Section 5.10: Heavy Equipment Pay

Heavy equipment incentive pay shall be the employee's then current rate of pay plus $2.00 per hour. Employees shall be compensated for the actual time spent operating heavy equipment, rounded to the nearest quarter hour. Heavy equipment assignments shall be at the sole discretion of a supervisor or designee and the City shall have no duty to equalize opportunities to operate heavy equipment.

The list of heavy equipment qualifying for heavy equipment pay shall be as follows:

Equipment #	Equipment #	Equipment #	Description
366			Sign Truck / Bucket Truck
383	582	690	Skid Steers
664	665		Sewer Flusher/Vacuum Combo Truck
631			Sewer Flusher
680			T.V. Truck
327	329		Trackless
324	325		Holders
381	374		Wheel loaders
581			Rubber Tire Backhoe Combo Tractor
380			Street Loader Tractor
536	538		Track Excavators
302	385	330	Street sweepers
394			Asphalt Roller
670			Crane Truck (large)

Section 5.11: Callback

A "callback" is defined as an official assignment of work which does not continuously proceed or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two (2) hours at the employee's overtime rate of pay for such callback. It is expressly agreed that a callback assignment is for a specific purpose and the City shall not assign employees who complete their callback assignment to "busy work" in order to fill the remaining time.

Employees who are able to respond to notification by their Supervisor of a problem and resolve or attempt to resolve the problem(s), without physically reporting to a work station, by electronic technologies including but not limited to SCADA, computer, facsimile machines and telephones, shall be compensated for the actual time spent working on the problem, with a minimum of one-quarter of an hour at their overtime rate of pay.

Section 5.12: On-Call Pay

An employee designated by the Director or designee as Duty Foreman for the week and assigned to carry the Duty Foreman Phone or other Duty Foreman communication device shall be compensated at a rate of $60 per week while acting as Duty Foreman. Duty Foreman shall not be separately compensated for reasonable personal phone calls.

Fleet Mechanics who are designated to be on call for the week shall be compensated at a rate of $60 per week. Should a Fleet Mechanic be assigned to be on call for less than a full week, the rate will be pro-rated based on the number of working days (based on a seven day week.)

Employees shall not be penalized for refusing designation as Duty Foreman.

Section 5.13: Compensatory Time

Employees may elect to receive compensatory time off in lieu of overtime pay to a maximum of thirty-six (36) hours accrued and used in a twelve (12) month period from April 15 to April 14 of the following year. In addition, employees may receive compensatory time off in lieu of overtime pay beyond thirty-six (36) hours in a twelve (12) month period from April 15-April 14 only if mutually agreed between the employee and the Public Works Director or designee. If the parties do not mutually agree, then the employee shall receive pay for any overtime worked. In the event an employee has compensatory time available, the scheduling of such paid leave time shall be approved by the Director or his or her designee. The City shall cash out all of an employee's accrued, unused compensatory time within thirty days following April 15.

Section 5.14: No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE VI

SENIORITY

Section 6.1: Definition

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment with the City.

Section 6.2: Breaks in Continuous Service

An employee's seniority shall be broken when he:

a) Quits; or

b) Is Discharged; or

c) Is laid off for a period of twelve (12) months; or

d) Retires; or

e) Fails to report to work at the conclusion of an authorized leave of absence or vacation;

f) Fails to report to work or notify the City during an absence of three consecutive workdays or longer.

Employees who establish to the City's satisfaction that their absence under subsection (e) or (f) was clearly due to circumstances beyond their control shall not be terminated under this Section.

Section 6.3: Seniority List

No later than January 15th of each year, the City shall post on the Union Bulletin Board seniority lists for each Department showing the job class and layoff seniority of each employee. The

seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

Section 6.4: Probationary Employees

New full-time employees shall serve a probationary period consisting of one (1) year of active service. New part-time employees shall serve a probationary period consisting of two thousand eighty (2080) hours of active service. If successfully completed, seniority shall date back to their date of hire. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period, except that employees moved from part-time to full-time service shall serve a probationary period of one (1) year of active service as a full-time employee. The probationary period may be extended upon mutual agreement of the City and the employee.

ARTICLE VII

LAYOFF AND RECALL

Section 7.1: Layoffs

The City reserves the right to layoff employees as it determines appropriate. Full-time employees who are to be laid off shall receive eighty (80) working hours advance notice of the layoff, or compensation in lieu of notice in the amount of eighty (80) working hours. Part-time employees who are to be laid off shall receive forty (40) working hours advance notice of the layoff, or compensation in lieu of notice in the amount of forty (40) working hours. The City will meet with the Union upon request to discuss possible alternatives prior to layoff or furlough in

lieu of layoff, though such discussion shall not be used to delay the layoff or a furlough up to 40 hours per employee per year, bargaining unit wide. Whenever there is a layoff, employees in the bargaining unit shall be laid off in the following order: 1) probationary 2) part-time 3) full-time.

If it is determined that layoffs are necessary, the basis for determining layoffs in a job classification shall be by inverse order of seniority, provided the remaining employees have the necessary skill and ability to perform the job at issue. For purposes of this Article, job classifications are defined as Maintenance Worker; Water Plant Operator; Water Plant Mechanic; Fleet Mechanic; Maintenance Aide; and Public Safety Mechanic. Absent unusual circumstances, the City shall not hire any new bargaining unit employees in the division or job classification until all employees on the layoff list in the division and job classification who can perform the work in question without further training are offered recall.

Section 7.2: Recalls

Full-time employees who have been laid off shall be placed on a recall list for a period of one year. Full-time employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall. The notice of recall shall be approved by the City Manager. The notice of recall shall be sent to the employee at the mailing address provided by the employee and by certified mail, return receipt requested. Upon receipt of a recall notice, the employee shall notify the City Manager within five (5) days of such mailing, in writing, of his acceptance of returning to work at the appointed time contained in the notice. Failure of such employee to send such written acceptance shall be deemed a refusal of the recall and tantamount to resignation. Failure

to return to work within two (2) working days after the established date for the employee's return to work will be deemed to constitute a resignation of employment.

ARTICLE VIII

DISCIPLINARY PROCEDURES

The City agrees with the general tenets of progressive and corrective discipline and that discipline shall be imposed only for just cause (probationary employees without cause). Discipline may include but not be exclusive of the following:

(A) Oral warning with documentation of such filed in the employee's personnel file;

(B) Written reprimand with copy of such maintained in the employee's personnel file;

(C) Suspension without pay with documentation of such maintained in the employee's personnel file;

(D) Discharge with documentation of such maintained in the employee's personnel file, with notification provided to the Steward or the Union.

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed that the discussion may lead to discipline. However, the failure to provide such information shall not void the discipline.

Prior to actual imposition of suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in that discussion, as provided by law.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 9.1: Grievance Defined

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union, against the City involving the meaning, interpretation, or application of a specific provision(s) of this Agreement.

Section 9.2: Processing of Grievance

Grievances shall be processed by the Union Steward or by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Steward and/or Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. Employees shall not suffer a loss of pay if a grievance meeting is conducted on the employee's work time. At no time shall the employee be paid for grievance discussions or meetings scheduled outside of the employee's normal work day. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union, against the City involving the meaning, interpretation, or application of an express provision(s) of this Agreement.

Section 9.3: Grievance Steps

Step One: Division Superintendent/Deputy Chief

The Union may submit a written grievance to the Division Superintendent or to the Deputy Chief (if the employee is a public safety employee) within ten (10) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The grievance shall contain a statement of facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. The Division Superintendent or the Deputy Chief (if the employee is a public safety employee) or his/her designee shall schedule a conference within ten (10) calendar days of receipt of the grievance to attempt to adjust the matter. The Division Superintendent or the Deputy Chief (if the employee is a public safety employee) or designee shall submit a written response within ten (10) calendar days of the conference.

Step Two: Public Works Director/Chief

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Public Works Director or Chief (if the employee is a public safety employee) within ten (10) calendar days of the response in Step One or when such response was due. The grievance shall specifically state the basis upon which the Union believes that the grievance was improperly denied at the previous step in the grievance procedure. The Public Works Director or Chief (if the employee is a public safety employee) or designee shall schedule a conference within ten (10) calendar days of receipt of the grievance to attempt to adjust the matter. The Director of Public Works or Chief (if the employee is a public safety

employee) or designee shall submit a written response within ten (10) calendar days of the conference.

Step Three: City Manager

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the City Manager within ten (10) calendar days of the response in step Two or when such response was due. The City Manager or designee shall schedule a conference within ten (10) calendar days of receipt of the grievance to attempt to adjust the matter. The City Manager or designee shall submit a written response within ten (10) calendar days of the conference.

Step Four: Arbitration

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) calendar days after receipt of the City Manager's answer in Step 3. Unless both the City and the Union agree on an Arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall reside in Illinois and who are members of the National Academy of Arbitrators. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days from receipt of an acceptable panel. The arbitrator shall be selected by the alternate striking of names. The party requesting arbitration shall strike first. Either party may strike one panel in its entirety. Two or more grievances may be combined for a single hearing before the same arbitrator if agreed by both parties.

Section 9.4: Limitations of Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 9.5: Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9.6: Time Limits

No grievance shall be entertained or processed unless it is submitted within the time limits set forth in Step 1. If a grievance is not presented by the employee or by the Union (as defined above) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last

answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and, within ten (10) calendar days after the City's answer was due, appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.7: Discipline and Discharge

No post-probationary employee shall be disciplined without just cause. If the Union elects to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with this Article. However, the Union may not appeal discipline beyond Step 3 of this Grievance Procedure for Probationary Employees.

Section 9.8: Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

ARTICLE X

HOLIDAYS

Section 10.1: Holidays

The following shall be considered paid holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Friday after Thanksgiving Day
- Christmas Day

Whenever a listed holiday falls on a Sunday, the holiday will be observed on the following Monday; and if the holiday falls on a Saturday, the holiday will be observed on the preceding Friday. In order to receive holiday pay, new employees must have worked five (5) full days before the week in which a holiday falls.

Section 10.2: Holiday Pay

Holiday pay is applicable to full-time bargaining unit employees only. Bargaining unit employees (except water plant employees) shall receive eight hours of pay at their regular straight time hourly rate of pay. Water plant employees who are required to work on an observed holiday shall be given eight hours of holiday time that they may schedule as time off with approval from the Water Plant Superintendent or designee. Holiday time may not be rolled over from one year to the next.

Employees shall work on holidays as assigned, and employees working on such holidays

shall be paid at the appropriate rate of pay.

Water plant employees who are regularly scheduled to work on a holiday shall be paid at a rate of one and a half (1½) times the employee's regular rate for the eight (8) hours worked that fall during the twenty-four (24) hour holiday period.

To receive holiday pay an employee must work his regularly scheduled day before and after the holiday except if absent due to vacation leave or personal leave as approved in advance by the Director or his or her designee.

Section 10.3: Personal Time

Except as otherwise provided, full-time employees accrue personal time at a rate of 1.24 hours per pay period (based on a typical year of 26 pay periods) for a maximum of 32 hours per calendar year. Earned Personal Time must be utilized in a minimum of 30-minute increments and requires prior approval of the employee's supervisor or department head. A maximum of 8 hours of Personal Time may be carried over at year-end for use during the following calendar year. All other personal time must be used during the calendar year earned or it will be forfeited. Unused personal time is not paid out at time of termination of employment. To schedule use of earned Personal Time, an employee must complete a Request for Time Off.

Based on the date of hire, new full-time employees are eligible for personal days during their first calendar year of employment as described in the table below.

IF HIRED BY	PERSONAL DAYS AVAILABLE
February 15	4
May 15	3

August 15	2
November 15	1

Section 10.4: Safety Incentive Day

Should the City implement a Safety Incentive Day program for the City's unrepresented employees, the bargaining unit employees shall be entitled to the same benefit.

Section 10.5: Fitness Bonus Days

Bargaining unit employees are entitled to the same fitness bonus days program as unrepresented employees. Should the City modify or discontinue the Fitness Bonus Days program, the modifications or discontinuance shall apply equally to bargaining unit employees.

ARTICLE XI

VACATION

Section 11.1: Vacation Accrual

Full-time employees are eligible to earn and accrue vacation based upon their benefit seniority date. Vacation is earned and accrued as described in the table below. Accrual rates are based on twenty-six (26) pay periods per one (1) year or twelve (12) month period. Vacation begins accruing as of the date of employment.

Years of Service	Accrual Rate Per Pay Period	Annualized Vacation Accrual (26 Pay Periods) Actual Rate)
Date of hire through 4th year of service	3.0770	80 hours
Upon completion of the 4th year through the 11th year of service	4.6154	120 hours
Upon completion of the11th year and continuing through the 21st year of service	6.1539	160 hours
During the 22nd year of service	6.4615	168 hours
During the 23rd year of service	6.7692	176 hours
During the 24th year of service	7.0769	184 hours
During 25th year of service	7.3846	192 hours
Upon completing 25 or more years of service	7.6923	200 hours

Computation of entitled vacation leave shall be made at the end of each pay period and immediately available to the employee. Vacation time does not accrue during unpaid leave of absence.

Section 11.2: Scheduling of Vacation Time

Scheduling of vacation time must be approved by the Director or his or her designee. A request for leave must be submitted at least two (2) weeks in advance of the leave. Requests for vacation time may considered, but need not be granted, if submitted less than two (2) weeks in advance should operational needs permit.

Section 11.3: Carry Over of Vacation Time

Employees may carry over vacation time from one fiscal year to the next up to a maximum of 240 hours. Any accrued vacation time exceeding 240 hours must be used by the end of the second pay period in the new calendar year or it will be forfeited.

Section 11.4: Snow Season Available Time Off

During snow season, November 1 – April 15, the current levels of Maintenance Workers, Maintenance Aides, Fleet Mechanics and Public Safety Mechanics that may schedule time off are as follows: At any one time, one (1) fleet mechanic shall be permitted time off, and one (1) public safety mechanic. A fixed number of Maintenance Worker employees not to exceed 25% of available full and part-time bargaining unit Maintenance Worker employees may be scheduled off during defined Holiday periods. All other times during the Snow Season the City shall allow no more than 12.5% of available full and part-time bargaining unit Maintenance Worker employees, rounded down, to be scheduled off. The number of employees that may schedule time off during the snow season shall be subject to reasonable modification at the discretion of the Director or his or her designee, but shall not be less than provided above absent unusual and extreme circumstances.

Additional employees may be permitted time off, upon approval of the Superintendent of Public Works, should the employee make himself available to work if snow or weather conditions require.

Section 11.5: Sludge Dewatering Events Available Time Off for Water Plant Employees

During sludge dewatering events that are typically scheduled for 2 weeks in the spring and

fall, usually April/May and September/October, no more than two (2) Water Plant collective bargaining employees will be permitted scheduled leave of any type at a time. The number of employees that may schedule time off during a sludge dewatering event shall be subject to reasonable modification at the discretion of the Director or his or her designee, but shall not be less than provided above absent unusual and extreme circumstances.

Additional employees may be permitted time off upon approval of the Water Plant Superintendent if operational needs permit.

ARTICLE XII

SICK LEAVE

Section 12.1: Sick Leave

Full-time employees accrue sick leave at the rate of 3.7 hours per pay period (based upon a typical year of 26 pay periods). Employees not in pay status due to unpaid leave, suspension, etc. for at least half of the pay period shall not earn sick leave for that pay period. To align the accrual of sick leave with the Sick Leave Incentive Program, sick leave accruals begin in the first pay period in December and end with the last pay period in November of each year.

Employees are generally not allowed to "borrow" anticipated future sick leave accruals. However, for new employees who may not have had ample time to accrue Catastrophic Sick Leave Bank Hours (HP21-C), employees with less than 3 years of full-time service may request to anticipate sick leave under the following conditions:

- Employees may borrow up to 40 hours of sick leave.

- Employees must place the request in writing, including the reason for the need to borrow, and receive authorization from their Department Head.
- When sick leave is advanced, future accruals will automatically be applied to the deficit, until all sick leave advanced has been repaid.
- If an employee's sick leave balance is negative as of the end of the first pay period in November, accrued vacation, personal or other leave time will be utilized to repay the borrowed time.

Sick leave shall be used in a minimum of 30-minute increments.

At the discretion of the department head, sick leave with pay may be authorized for the following purposes only:

- Personal illness;
- Medical or dental appointments (Whenever possible, appointments should be scheduled during non-work hours);
- Enforced quarantine of the employee;
- Sickness in the immediate family;*
- Whenever bereavement leave has been exhausted.

**For purposes of sick leave utilization, "immediate family" includes an employee's spouse, child, step-child, parent, step-parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal ward, and any relative living in the employee's home.*

When an employee's absence is due to a "serious medical condition" as defined under Family and Medical Leave Act a "Leave of Absence Request" must be completed even though the employee may be using available sick leave time.

A physician or dentist's report may be required before any sick leave with pay is allowed. In the event a department head feels an employee is abusing sick leave, requests for sick leave may be denied. It is the employee's responsibility to keep his supervisor informed of his condition and when he expects to return to work. Should the employee not wish to share personal health information with their supervisor, the employee should contact Human Resources.

Accrued vacation and personal time will be drawn upon in the event an employee is ill and has exhausted all of his current sick leave accruals. This provision is aimed at assisting the

employee during a severe and/or long-term illness; employees utilizing this provision on a regular basis may be required to provide an explanation for such absences and a plan for reducing the number of sick days taken during each year. Any paid time utilized for periods of illness may be counted as FMLA days.

Section 12.2: Sick Leave Incentive Program

At the end of each calendar year, unused sick leave (SL) hours are converted into bank eligible hours (BE) and credit hours (CR), for the next calendar year.

Bank eligible hours are defined as those hours that can, at the employee's discretion, be placed into the catastrophic sick leave bank named HP 21-C. Hours put into the HP 21-C catastrophic bank can only be used for sick leave circumstances as outlined in the previous section. There is no maximum on the hours that can be accrued in HP 21-C. HP 21-C days will not be paid out upon separation from employment.

Credit hours are defined as those hours that can be used toward time off (maximum of twenty–four (24) hours or three (3) days) and/or converted to cash (pre-tax dollars) and deposited into a Section 125 Flexible Spending Program (see Flexible Spending Account Program) and/or a Deferred Compensation program (see Deferred Compensation). Credit hours are calculated on a graduated scale that corresponds to the number of sick leave hours used during the calendar year. Credit hours must be used or accounted for by the end of the calendar year during which the hours were converted. Credit hours cannot be carried over from year to year and any unused or unaccounted for credit hours will be forfeited. Upon termination, any unused credit hours that

were converted to paid time off will be paid out with the final pay check at the average hourly rate established for Credit Hours.

The following table illustrates the conversion for bank eligible and credit hours.

*Sick Leave Hours Used By End Of Calendar Year	**Bank Eligible Hours For Next Calendar Year	***Credit Hours for Next Calendar Year
0	96	48
8	88	40
16	80	32
24	72	24
32	64	16
40	56	8
48	48	0
56	40	0
64	32	0
72	24	0
80	16	0
88	8	0
96	0	0

**Sick Leave Hours Used = Number of sick leave hours used during the calendar year*

***Bank Eligible Hours = Number of hours that can be added to the HP 21-C bank in the immediately following calendar year*

****Credit Hours = Number of hours that can be converted to additional time-off and/or cash for deposit in a Section 125 account or a Deferred Compensation Account*

HP 21-C Catastrophic Sick Leave Bank Hours:

- Are only available for sick leave circumstances;
- Are banked as indicated by employee;
- Have no maximum accumulation;
- Are not paid out upon separation;
- Can be applied to IMRF service credit upon retirement. IMRF employees can receive one (1) month of service credit for every twenty (20) days of unused, unpaid sick time in the HP 21-C bank up to a maximum of one (1) year of service credit.

Credit Hours:

- May be used for time off (maximum twenty-four (24) hours/used in minimum four (4) hour increments), with the department head's recommendation and City Manager's Office approval;
- May be converted to cash (pre-tax dollars) and deposited in a lump sum into a Section 125 Flexible Spending Program and/or the Deferred Compensation Program;
- May be utilized as a combination of time off and a deposit into a Flexible Spending Program and/or a Deferred Compensation Program;
- May not be carried over from year to year;
- Are not paid out at termination of employment.

Example: Bob has worked for the City as a full-time employee for over three (3) years and was not sick at all during the last calendar year. As a result, he has earned and accrued ninety-six (96) sick hours. All ninety-six (96) hours may be converted to bank eligible hours, and forty-eight (48) of the ninety-six (96) hours may be used as credit hours. Bob has various options. Examples include the following:

- Ninety-six (96) hours may be placed into his HP 21-C bank;
- 72 hours may be placed into his HP 21-C bank and twenty-four (24) credit hours used toward time off;
- Forty-eight (48) hours may be placed into his HP 21-C bank; twenty-four (24) credit hours used toward time off; and twenty-four (24) credit hours utilized toward a Section 125 Flexible Spending Program and/or a Deferred Compensation Program;
- Forty-eight (48) hours may be placed into his HP 21-C bank and forty-eight (48) credit hours utilized toward a Section 125 Flexible Spending Program and/or a Deferred Compensation Program.

Note: Utilization of Bob's time may be divided between bank eligible hours and credit hours as he desires as long as the total does not exceed ninety-six (96) hours. Bob may convert up to forty-eight (48) credit hours to twenty-four (24) hours of paid time-off and/or a Section 125 Flexible Spending Program and/or a Deferred Compensation Program.

SICK LEAVE INCENTIVE PROGRAM - HIRED PRIOR TO 5/1/94

Employees who were hired before May 1, 1994, may have a "draw down bank", HP 20-D. This Program is basically the same as the Sick Leave Incentive Program as discussed above, with some additional options. Employees in this Program may have both an HP 21-C catastrophic sick leave bank and an HP 20-D sick leave draw down bank.

The HP 20-D draw down bank represents sick leave earned and accrued, but unused, as of April 30, 1994, or up to the date of promotion to a bargaining unit position (if after 4/30/94) for Fire Department employees. Upon separation, an employee who has worked for the City for five (5) or more years is eligible to receive up to 50% of his accrued sick leave that remains in HP 20-D at his current rate of pay. For IMRF employees, the remaining 50% of unused, earned and accrued sick time can be applied to IMRF service time upon retirement, as IMRF employees are eligible to receive one (1) month of service credit for every twenty (20) days of unused, earned and accrued sick time up to a maximum of one (1) year of service credit. If an employee dies while employed and is not on disability pension or injury leave, the employee's estate or survivors will be paid for all of the employee's unused, earned and accrued sick leave in his HP20-D bank calculated at his final rate of pay.

As of April 30, 1994, employees are no longer allowed to accrue sick leave from year to year in HP 20-D. Employees may only accrue sick leave from year to year in their HP 21-C bank. Accrued sick leave in the HP 21-C is not paid out upon separation from employment.

Employees with five (5) or more years of service are eligible to draw down their HP 20-D bank at the end of the calendar year (payroll period #26) by the following methods:

- Receive cash on a 50% basis at their current rate of pay up to a fifteen (15) day maximum payout (thirty (30) day draw down);

- Receive time off on a 50% basis to a maximum of ten (10) days (twenty (20) day draw down);
- Deposit cash on a 50% basis at their current rate of pay (no maximum) into the Section 125 Flexible Spending Program;
- A combination of the above.

An employee's request to draw down his HP 20-D bank must be submitted to his department head for approval on forms provided at year-end by the Finance Department.

Section 12.3 Sick Leave Donation Program

An employee may donate sick leave to another employee who has a catastrophic illness or injury or to an employee who must take time to care for an immediate family member who has a catastrophic illness or injury.

Eligibility

The employee receiving donations (recipient) must have exhausted all available paid time off benefits (sick, HP 21-C and/or HP 20-D, vacation, personal days, etc.) before becoming eligible for this program. The circumstance resulting in the need for additional leave must be one that meets the criteria of a catastrophic illness or injury as defined in this policy.

The employee who is donating time (donor) must have at least one-hundred sixty-eight (168) hours in the HP 21-C, the HP 20-D, or a total of the two banks. The donor may donate sick leave time in eight (8) hour increments provided that the donation will not reduce the balance in the donor's HP 21-C, HP 20-D, or the combined balance of the two accounts, to less than one-hundred sixty (160) hours. This minimum level of one-hundred sixty (160) hours in the HP 21-C and HP 20-D will ensure that the donor retains one-hundred sixty (160) hours of sick time to

cover four (4) weeks in the event the donor should need to draw upon banked sick leave in the future.

Definitions

The following definitions will apply to this policy. Other definitions may apply to the same terms in other policies.

"Immediate family member" will be the same as the definition under Sick Leave Policy and includes an employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, grandchild, grandparent, legal ward, and any relative living in the employee's home. A "parent" is any biological parent, or any individual who assumed day-to-day and financial responsibility for the employee when the employee was a child. A "child" is any person under eighteen (18) years of age who is the biological child of the employee or who is adopted by the employee, or whom the employee supervises on a day-to-day basis and for whom the employee is financially responsible or who is an eligible dependent of the employee under the City's health benefits plan (e.g., a step child or foster child.) A "child" is also a person over eighteen (18) years of age who is incapable of self-care because of a mental or physical disability and who is dependent upon the employee.

A "catastrophic illness or injury" is one that is expected to incapacitate the employee or an immediate family member" for an extended period of time. The employee must have exhausted all sick leave and other paid time off. Examples may include, but are not limited to, life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

Procedure

The recipient must submit a "Recipient Request – Donation of Sick Time" to Human Resources. The written request must provide the Human Resources Manager with authorization to post the employee's request for donations of sick time and include specific direction regarding what information, if any, should be included in the posting or be released to other individuals. No donations will be accepted without the recipient's written request.

Donors must submit a "Donor Request – Donation of Sick Time" to Human Resources Manager, noting how much and what type of sick time is being donated. Sick time may be donated from the donor's current year's allocation, the HP 21-C Bank, or the HP 20-D Bank. If a donor wishes to remain anonymous in their donation, this must also be stated in the written notice. Donated sick time will be deducted from an employee's current sick time or sick leave bank(s). Donated sick time will be considered used sick time and is not be available for any other buy-back programs.

All donated time must be in minimum increments of eight (8) hours. Donated time will be considered on an hour-for-hour basis, regardless of the pay level of the donor and recipient. Any unused donated time will be returned to the donors on a prorated basis.

Coordination with Other Policies

The donation of sick time under this policy shall not extend family or medical leave time beyond that provided in accordance with the terms of the Family and Medical Leave Act (FMLA).

The receipt of donated sick time under this policy will not necessarily result in the employee being granted a "Medical Leave of Absence Without Pay".

Section 12.4: Light Duty Assignments

The City may administer a light duty and part-time duty policy under which work opportunities may be made available or work may be ordered in the light duty or part-time duty capacity. Light duty assignments shall be at the discretion of the City. Employees who refuse reasonable orders for light duty or part-time assignments, and employee who refuse to undergo physician examination to determine fitness for the light duty or part-time duty assignments shall be immediately ineligible for Sick Leave benefits under this Article and may be subject to discipline, as well.

In the event that the City's physician determines the employee can perform available light duty work, and the employee's physician disagrees, the City and the employee shall immediately agree upon a third doctor to examine the employee and render a determination as to whether the employee can perform specific available light duty activities. The costs of the initial examination by the third doctor shall be shared equally by the parties. The costs of any subsequent examination by the third doctor that are not covered under the employee's health insurance shall be borne by the party requesting it. If the doctor initially determines that the employee can perform some, but not all, of the offered available duties, the City may determine, in its own discretion, whether to employ the employee on such modified basis. Any employee who refuses light duty after a third doctor's release to perform such duty and City authorization to work shall not be entitled to sick leave benefits during his/her subsequent absence from work and may also be subject to disciplinary action. The foregoing shall not be deemed to be a waiver of rights an employee may have under the American with Disabilities Act or other applicable disability laws.

ARTICLE XIII

LEAVES OF ABSENCE

Section 13.1: Disability Leave

In the event of a temporary disability, an employee may apply for disability leave as provided for by law.

Section 13.2: Discretionary Leave of Absence

The City Manager may grant a regular employee leave without pay. During the employee's approved leave, their position may be filled by a temporary appointment, promotion or reassignment. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position previously held, if the position still exists.

Approved leave without pay shall not constitute a break in service. Employees on approved leave shall not accrue or be entitled to any benefits including sick leave, vacation leave, or personal convenience leave.

Section 13.3: Funeral Leave

An employee may be granted a funeral leave of up to three (3) consecutive working days without loss of pay in case of death of a member of the employee's immediate family, as defined in this Agreement, for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake and/or burial). In addition, an employee may request additional time off to be deducted from accrued vacation, compensatory or personal time in unusual circumstances, which request will not arbitrarily be denied.

A member of the employee's immediate family is defined as follows: spouse or lawfully recognized civil union partner, child (natural, step or adopted), mother or father, sister or brother, mother-in-law or father-in-law, sister-in-law or brother-in-law, grandparents or grandparents-in-law, grandchild, stepparents or stepchildren, or as otherwise required by law. Additionally, an employee may, upon request, be granted time off without pay to attend the funeral of a co-worker.

Section 13.4: Family and Medical Leave

The parties agree that the City may adopt, alter, and enforce policies in compliance with the Family and Medical Leave act of 1993 ("FMLA"). Employees may be permitted to utilize paid leave concurrently with FMLA leave.

Section 13.5: Jury Duty

Should any employee covered by this Agreement be legally required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit to the City any juror fees, but not expenses.

Section 13.6: Military Leave

Military leave shall be granted to employees in accordance with applicable federal and state law.

ARTICLE XIV

HEALTH INSURANCE

Section 14.1: Coverage

The City shall provide to non-retired employees and their dependents the same group health and hospitalization insurance that is provided to other unrepresented Highland Park City employees. The City reserves the right to change insurance carriers, to self-insure, or to continue or to discontinue participation in a health maintenance organization(s) as it deems appropriate provided that employees covered by this Agreement receive the same health insurance program available to other unrepresented Highland Park City Employees.

Section 14.2: Cost

Employee medical premium contributions shall be as set forth in APPENDIX A. In addition, employees may participate in the WIN Program.

Section 14.3: Cost Containment

The parties recognize the need for flexibility on the part of the City in dealing with the issues of hospitalization benefits and costs. Accordingly, the parties agree that the City may make changes to its current policy with respect to cost containment matters, provided such changes do not effectively and substantially reduce the current level of benefits, and provided further that such changes are also applied to other non-supervisory, non-managerial Highland Park City employees.

Section 14.4: Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedures set forth in this Agreement.

Section 14.5: Life Insurance

The City shall provide employees the same life insurance that is provided to other unrepresented Highland Park City employees in accordance with the City's personnel policies, which may be changed by the City from time-to-time.

ARTICLE XV

EMPLOYEE TRAINING AND EDUCATION

Section 15.1: Compensation

The City agrees to compensate all bargaining unit employees at the appropriate rate of pay for all training, schools, and courses which the City requires an employee to attend with the prior authorization of the Director or designee. Additionally, with the prior authorization of the Director or designee, the City shall compensate employees at the appropriate rate of pay for the required testing for certifications required by the City if the testing and courses are during normal working hours. The City will also pay for any required testing fees and required continuing education for all employees holding or maintaining licenses or certifications required by the City.

As a general practice, employees are required to use City vehicles for transportation to

training. Should an employee be required to use his/her own automobile at the direction of his/her supervisor, mileage reimbursement will be paid in accordance with the practices for City employees as set by the Finance Department as may be modified from time to time. Employees shall be reimbursed for meals and/or lodging in accordance with the City's Travel and Training Policy as may be modified from time to time.

Section 15.2: CDL License

The City shall reimburse all bargaining unit employees who possess or obtain a required Commercial Driver's License for the cost of said license, including renewals and any endorsements. A reasonable amount of City time will be provided for renewal of a required CDL license, upon prior permission by the employee's supervisor which permission will not unreasonably be denied. Employees must submit proof of payment and a request for reimbursement within 90 days in order to qualify for reimbursement.

Section 15.3: Water Plant Licensing

Water Plant Operators who hold a Class C License shall be eligible to move up to step six (6) of the Water Plant Operator compensation plan. Water Plant Operators who hold a Class B License shall be eligible to move up to step seven (7) of the Water Plant Operator compensation plan. Water Plant Operators who hold a Class A License shall be eligible to move to the top of the Water Plant Operator compensation plan. All employees in the Water Plant that have been grandfathered in his position without a license or certification as of the date of the execution of this Agreement shall remain grandfathered in and shall not be required to obtain further licensing or certifications, unless

mandated by the State or Federal government for operation of the Water Plant.

Section 15.4: IUOE LOCAL 150 Training Site

The City may consider the use of the Union's training site for certain employee training, as deemed appropriate by the City.

Section 15.5: Tuition Reimbursement

Employees are eligible to apply for tuition reimbursement in accordance with City policy. For pre-approved job-related classes or courses, the City will pay a portion of such costs, up to 100%, for tuition and books. The Department Head can approve or deny such request. Reimbursement will be dependent upon available funding.

ARTICLE XVI

SAFETY

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

ARTICLE XVII

LABOR-MANAGEMENT MEETINGS

Section 17.1: Labor-Management Conferences

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

(A) Discussion of the implementation and general administration of this Agreement;

(B) A sharing of general information of interest to the parties;

(C) The identification of possible health and safety concerns.

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

Section 17.2: Purpose

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

ARTICLE XVIII

SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the City's lawful authority under Illinois statutes. Absent emergency, the City agrees to give thirty (30) days prior notice to the Union and to bargain upon request of the Union over the impact or effects of any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the City to delay implementation of the subcontracting decision pending impact or effects bargaining. Furthermore, the City is under no obligation to provide the Union notice and/or to bargain with the Union regarding any change relating to or a continuation of work the City subcontracts or in the past has regularly subcontracted.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

Section 19.1: Clothing

The City will provide eleven (11) sets of uniforms for all employees. Laundry service will also be provided. Should an employee elect to purchase coveralls at their own expense, the laundry service provided by the City may be utilized to clean the coveralls. In addition to the City provided uniforms, the City shall provide each full-time employee in the bargaining unit up to three hundred dollars ($300) per year and each part-time employee in the bargaining unit up to one hundred fifty

dollars ($150) per year for the purchase of appropriate clothing. The purchase of clothing, including boots, shall be in accordance with Department policy as may be reasonably modified from time to time by the City. Any unused clothing allowance at the end of the year may not be carried over into the following year. Employees shall be permitted to wear shorts in accordance with Department Policy as may be reasonably modified from time to time by the City.

Section 19.2: Protective Clothing

The City shall provide all items of protective clothing and safety gear as deemed necessary by the City.

Section 19.3: Safety Glasses

Non-prescription safety glasses or goggles shall be provided to all employees who perform job tasks that require such safety equipment be worn per the Departments Personal Protective Equipment (P.P.E.) guidelines.

Employees who require prescription safety glasses may purchase safety glasses through the City's approved vendor. If the glasses are purchased through the City's approved vendor, the City shall cover up to $100 of the cost of the prescription safety glasses per year.

Section 19.4: Tools Maintenance and Allowance

The City will maintain a policy regarding the purchase and maintenance of tools. The City shall provide each Mechanic in the bargaining unit a reimbursement up to five hundred dollars ($500) per year for the purchase of appropriate tools. The City shall, in addition, provide the Water

Plant Mechanic a reimbursement up to one hundred fifty dollars ($150) per year for the purchase of appropriate tools. The purchase of tools shall be in accordance with Department policy as may be reasonably modified from time to time by the City. The Employer shall explore the possibility of providing insurance for the Mechanic's personal tools.

Equipment mechanics will be provided reasonable access to their tools for their own personal use off of City property after normal business hours provided that the tools are returned and available for use during their next scheduled work time. Employees shall not use the Public Services Building for personal use nor shall they be allowed to check out City owned tools.

ARTICLE XX

PERSONNEL RECORDS

Employees shall be entitled to inspect their personnel files in accordance with the provisions of the Personnel Record Review Act. The City shall maintain one (1) official personnel file for each employee. Upon reasonable request, an employee shall have the right to review the documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. An employee may request that any of the documents in his personnel file be copied. The employer shall provide the employee with the copy within seven (7) working days after the employee makes the request or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional seven (7) days to comply. An employee may insert a written rebuttal/explanation of any report into his/her file.

ARTICLE XXI

NO DISCRIMINATION

The City and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in a manner contrary to law, in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

ARTICLE XXII

NO STRIKE/NO LOCKOUT

Section 22.1: No Strike

During the term of this Agreement, neither the Union nor officers, agents, designees, or employees of the City shall instigate, sponsor, engage in or condone any strike, including sympathy strikes, slowdown, concerted stoppage of work, concerted refusal to work overtime, picketing, or any other intentional interruption or disruption of the operation of the City regardless of the reasons for doing so.

Any or all of the employees who violate any of the provisions of this Article may be subject to discipline or discharge, based upon the circumstances, by the City. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and direct them to return to work.

Section 22.2: No Lockout

The City agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 22.3: Resumption of Operations and Union Liability

In the event of action prohibited by Section 21.1 above, the Union steward appointed under this Agreement immediately shall disavow such action and request the employees return to work, and shall us his/her best efforts to achieve a prompt resumption of normal operations.

Section 22.4: Reservation of Rights

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

ARTICLE XXIII

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees;

to schedule and assign work; to establish work and productivity standards and to change those standards; to establish specialty positions and select personnel to fill time; to assign overtime; to contract out goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to require the mental and physical fitness of employees; to evaluate employees; to establish performance standards; to discipline, suspend, and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment, or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Public Works Department; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XXIV

DIRECT DEPOSIT

Employees shall authorize direct deposit of payroll into their designated account.

ARTICLE XXV

WAGES

Section 25.1: Wages

The hourly base wage rate (excluding longevity pay) for bargaining unit personnel in the unit

on the date this Agreement is fully executed shall be as set forth in Appendix B. Full-time employees shall move from their starting salary to the next step upon completing six (6) months of employment and then to next step one year later (1½ years following appointment date), and from one step to the next thereafter annually until reaching Step 8. Movement between steps one (1) and eight (8) shall be contingent upon the employee's evaluation meeting or exceeding acceptable performance standards.

Part-time employees shall move from their starting salary to the next step upon completing twelve (12) months of employment, and from one step to the next thereafter annually until reaching the top of their pay scale. Movement between steps shall be contingent upon the employee's evaluation meeting or exceeding acceptable performance standards.

Section 25.2: Longevity Pay

In appreciation of dedicated long-time service to the City, full-time employees with a minimum of 10 years of continuous completed service as of December 1 of each year will receive Longevity Pay. Longevity pay shall be determined in accordance with the schedule provided in the table below, which is not cumulative. For the purpose of calculating longevity pay, a "year" is defined as a full twelve (12) months of continuous service (since the most recent date of hire) as of December 1 of each calendar year.

Continuous Service	Longevity Pay
10 years (120 full months)	$800 Total
15 years (180 full months)	$1,000 Total
20 years (240 full months)	$1,200 Total
25 years (300 full months)	$1,400 Total
30 years (360 full months)	$1,600 Total

Longevity payments are disbursed in the first week of December. A full-time employee terminating employment prior to December 1 who, as of the date of termination, has worked the required years of service, will receive a pro rata share of that year's longevity pay calculated from the preceding December 1 to the time of termination. Prior service time interrupted by separation from employment will not be credited to any former employee in the event the employee is later rehired.

Section 25.3: Retroactivity

Full-time bargaining unit members employed on the date this Agreement is signed by both parties in 2013, shall be compensated retroactively for all hours worked or paid based upon the language of Section 25.1 and the wage schedule contained in Appendix B of this Agreement. However, there shall be no retroactive payments made for continuous hours worked beyond eight (8) in a single work period as described in Section 5.7 Overtime of this Agreement.

ARTICLE XXVI

DRUG AND ALCOHOL POLICY

Section 26.1: Testing

Employees shall be subject to drug and alcohol testing in the manner set forth in the City Personnel Policy as such policy may be changed from time-to-time, and as permitted by state and federal law. Employees who are required to maintain a CDL shall be subject to drug and alcohol testing as set forth in the Public Works' drug testing policy. The Union recognizes the need for a

safe work environment and the need to protect the public by taking reasonable testing to assure that employees are free from the adverse effects of alcohol and drugs. Employees testing positive for illegal drugs or alcohol shall be subject to discipline as set forth in the City Personnel Policy.

Section 26.2: Prohibition

Employees shall be prohibited from:

1. Consuming alcohol at any time during, or sufficiently close to the beginning of the work day as to result in a detectable amount of alcohol using any testing procedures.
2. Possessing alcohol at any time on any City premises or job sites, including buildings, properties, vehicles or functions.
3. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.
4. Being adversely affected by any drugs or alcohol during the course of the work day.

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

ARTICLE XXVII

LOSS OF DRIVING PRIVILIGES

Section 27.1: Policy

It is the policy of the City to require certain employees to maintain driving privileges for the purpose of their employment. Any restriction upon those privileges constitutes a serious

inability to perform the responsibilities of those positions. Employees with restricted driving privileges may be terminated.

Section 27.2: Employee Responsibility

It is the individual employee's responsibility to notify the Director of any suspension, revocation or restriction of driving privileges as soon as possible and before commencing any work assignment. Notification must be made in writing.

Section 27.3: Notification and Verification

Failure to notify the Director promptly of the suspension, revocation or restriction of driving privileges or any changes in driving status constitutes cause for discipline up to and including termination. The Union recognizes that the City has the authority to conduct unannounced and unscheduled driver's license status checks at any time.

ARTICLE XXVIII

FIT FOR DUTY

The City is committed to providing a safe working environment and to protect the safety of employees and the public. In order to provide a safe work environment, employees must be able to perform all essential functions of their job duties, based on their job description, and perform their job duties in a safe, secure, productive and effective manner, and remain able to do so throughout the entire time they are working. Employees who are not fit for duty may be inefficient or ineffective in

their work due to knowledge or technical deficiencies or due to personal physical conditions and may present a safety hazard to themselves, to other employees, to the public or to property and equipment.

Employees are responsible for notifying their supervisors when they are not fit for duty. If a supervisor suspects that an employee is not fully knowledgeable and capable of performing all job functions, or if the supervisor has reason to suspect that an employee is unfit for duty based on attendance, performance, or behavior of an employee or has been given reliable information that an employee may not be fit for duty, the City has the right to determining fitness for duty through testing or medical/psychological evaluation.

Employees who are unfit for duty may be subject to a remedial plan of action, to discipline up to and including termination of employment, or other action at the discretion of the City.

ARTICLE XXIX

FILLING OF VACANCIES

Whenever the City determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) calendar days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so. Vacancies may be filled from within or outside of the department or the City. However where skill, ability and qualifications are equal amongst applicants, and there does not exist a valid administrative reason to the contrary, the City shall give preference to the internal applicant for the vacant position.

ARTICLE XXX

OUTSIDE EMPLOYMENT

Employees shall not be employed by employers other than the City, nor shall they contract or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Director and the City Manager. Employees may not hold outside jobs including self-employment which will: (1) result in a conflict of interest; (2) result in work for the City; (3) result in outside work during an employee's work shift; (4) involve the use of City equipment, uniform, or other supplies; (5) involve work on any premises or in any establishment which is a dram shop; (6) foreseeably require exercise of any official authority conferred by the City; or (7) infringe on their ability to fully perform their job duties for the City. Employees seeking permission to perform outside employment shall annually on or before January 1 of each year apply in writing for approval on a form to be provided by the City. Such application shall be approved or denied in writing and within a reasonable period of time.

ARTICLE XXXI

SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any board, agency or court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Upon request by either party, both parties agree to negotiate in an attempt to find a resolution pertaining to those sections or provisions which

have been declared invalid.

ARTICLE XXXII

ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In doing so agreeing, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The Union reserves its right to bargain over mandatory subjects of bargaining if not contemplated by the parties during negotiations nor permitted by the Management Rights Clause, and its right to impact or effects bargaining; the City shall have the right to implement changes on a temporary basis pending the outcome of any impact or effects bargaining. During the term of this Agreement, the parties agree that the City may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

ARTICLE XXXIII

TERMINATION

This Agreement shall be effective one day after the execution of this Agreement by both parties and shall remain in full force and effect until December 31. 2015. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date unless properly terminated by either party. This agreement may be terminated by either party upon ten (10) days written notification of termination, so long as the termination is effective after December 31, 2015. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of November 2013, in the City of Highland Park.

David W. Knapp
City Manager 11.24.13

James M. Sweeney
President-Business Manager

Deanna M. Distasio
Deanna M. Distasio
Attorney

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150

APPENDIX A

Employee Contribution
(Employee's Share of Healthcare Coverage by Percent)

Percent of Premium		
Salary Band	**Single**	**Family**
$25,000 to $49,999.99	12%	13%
$50,000 to $89,999.99	14%	16%
$90,000 plus	16%	17%

APPENDIX B

January 1, 2012 - December 31, 2012

Job Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Maintenance Aide	$31,029.28	$32,115.43	$33,719.93	$35,406.49	$37,176.32	$39,035.50	$40,987.69	$43,036.28
Maintenance Worker	$43,817.05	$45,350.71	$47,618.93	$49,999.05	$52,498.87	$55,124.43	$57,880.78	$60,775.21
Water Plant Operator	$50,815.53	$52,594.12	$55,223.99	$57,985.35	$60,884.34	$63,928.71	$67,125.06	$70,480.90
Water Plant Mechanic	$50,815.53	$52,594.12	$55,223.99	$57,985.35	$60,884.34	$63,928.71	$67,125.06	$70,480.90
Fleet Mechanic	$48,971.16	$50,685.24	$53,219.83	$55,879.93	$58,674.56	$61,608.32	$64,688.24	$67,922.63
Part-time Maintenance Worker	$19.71	$19.71	$20.70	$21.73	$22.82			

January 1, 2013 - December 31, 2013

Job Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Maintenance Aide	$31,960.15	$33,078.89	$34,731.53	$36,468.68	$38,291.60	$40,206.56	$42,217.32	$44,327.37
Maintenance Worker	$45,131.57	$46,711.24	$49,047.50	$51,499.02	$54,073.84	$56,778.16	$59,617.20	$62,598.47
Water Plant Operator	$52,340.00	$54,171.94	$56,880.71	$59,724.91	$62,710.87	$65,846.57	$69,138.81	$72,595.33
Water Plant Mechanic	$52,340.00	$54,171.94	$56,880.71	$59,724.91	$62,710.87	$65,846.57	$69,138.81	$72,595.33
Fleet Mechanic	$50,440.30	$52,205.80	$54,816.43	$57,556.33	$60,434.79	$63,456.57	$66,628.89	$69,960.31
Part-time Maintenance Worker	$19.71	$19.71	$20.70	$21.73	$22.82			

January 1, 2014 - December 31, 2014

Job Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Maintenance Aide	$32,918.96	$34,071.26	$35,773.48	$37,562.74	$39,440.35	$41,412.76	$43,483.84	$45,657.19
Maintenance Worker	$46,485.51	$48,112.57	$50,518.92	$53,044.00	$55,696.05	$58,481.50	$61,405.72	$64,476.42
Water Plant Operator	$53,910.20	$55,797.10	$58,587.13	$61,516.66	$64,592.20	$67,821.97	$71,212.97	$74,773.19
Water Plant Mechanic	$53,910.20	$55,797.10	$58,587.13	$61,516.66	$64,592.20	$67,821.97	$71,212.97	$74,773.19
Fleet Mechanic	$51,953.51	$53,771.97	$56,460.92	$59,283.02	$62,247.84	$65,360.26	$68,627.76	$72,059.12
Part-time Maintenance Worker	$19.71	$19.71	$20.70	$21.73	$22.82			

January 1, 2015 - December 31, 2015

Job Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Maintenance Aide	$33,906.53	$35,093.40	$36,846.68	$38,689.62	$40,623.56	$42,655.14	$44,788.35	$47,026.91
Maintenance Worker	$47,880.08	$49,555.95	$52,034.49	$54,635.32	$57,366.94	$60,235.95	$63,247.89	$66,410.71
Water Plant Operator	$55,527.51	$57,471.01	$60,344.74	$63,362.16	$66,529.96	$69,856.63	$73,349.36	$77,016.38
Water Plant Mechanic	$55,527.51	$57,471.01	$60,344.74	$63,362.16	$66,529.96	$69,856.63	$73,349.36	$77,016.38
Fleet Mechanic	$53,512.11	$55,385.13	$58,154.75	$61,061.51	$64,115.27	$67,321.07	$70,686.59	$74,220.89
Part-time Maintenance Worker	$20.30	$21.01	$22.06	$23.17	$24.32			