

**EXHIBIT A**

**AGREEMENT**

**BETWEEN**

**CITY OF NAPERVILLE, ILLINOIS**

**AND**

**LOCAL UNION NO. 196**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**

**AFL-CIO**

**WATER AND WASTEWATER UTILITY**

**January 1, 2021 – December 31, 2025**

## AGREEMENT

**THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022** between the CITY OF NAPERVILLE, ILLINOIS (hereinafter referred to as the “Employer”) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #196 (hereinafter referred to as the “Union”).

## PREAMBLE

Inasmuch as the Employer and the Union desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and desire to regulate the mutual relations between the parties with a view of securing harmonious cooperation and for the prompt settling of any disputes without interruption of work, it is agreed as follows:

## ARTICLE 1 CONTRACT PERIOD

**Section 1.1** This Agreement shall apply from January 1, 2021 and shall remain in effect through December 31, 2025. After December 31, 2025, this Agreement shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) nor more than ninety (90) days before midnight December 31, 2025, or any subsequent annual expiration date. Notices of termination or renegotiation required by this provision, if by the Employer, shall be addressed to the Union at 1829 Suncast Lane, Batavia IL 60510, and if by the Union, to the Employer at the office of the City Manager, 400 S. Eagle Street, Naperville, Illinois 60540. Either party may by a like written notice change the address to which such notice shall be given. Termination notices or renegotiation notices shall be considered to have been given as of the date shown on the postmark.

## ARTICLE 2 SCOPE OF AGREEMENT

**Section 2.1** Pursuant to certification under the Illinois Public Labor Relations Act (I.P.L.R.A.) Case No. S-RC-131, the Employer recognizes Local Union 196 of the International Brotherhood of Electrical Workers as the exclusive bargaining agent, for the purposes of establishing wages, hours and other conditions of employment, for all employees in the Water and Wastewater Utility Department of the City of Naperville, Illinois, including: Utility Technician I, Utility Technician II, Utility Technician III - Lab, Utility Technician III, Utility Technician IV, and excluding Chemists and other professionals, Clerical Personnel and Confidential Personnel, Management and Supervisory employees and short term employees as defined by the Act. Additionally, up to four (4) Interns who receive credit from colleges for performing work in the Water and Wastewater Utility Department shall not be included within the scope of this Agreement and shall not be entitled as a result of this Agreement to any benefits of the employees herein.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

**Section 2.2** Neither the Employer nor the Union shall discriminate against or harass any employee for engaging in or refusing to engage in Union activities.

**Section 2.3** No City of Naperville official, agent or employee shall in any way discharge or refuse to employ any person otherwise qualified because of race, religion, sex, color, creed, national origin, unfavorable discharge from military service, excluding dishonorable, or discriminate for the same reason in regard to tenure, terms or conditions of employment, promotional opportunities, training, or the like. Further, it is the policy that all persons with a physical or mental disability shall be free from discrimination unrelated to ability in the personnel practices of the City of Naperville. All applicants or employees shall be considered only on the basis of qualifications as required by the position being sought or held relative to the experience, training, physical fitness, ability, skills, knowledge and personal characteristics and integrity as a proper representative of the City of Naperville.

**Section 2.4** Changes mutually agreed to in writing by both the Employer and the Union may be made at any time. However, the Employer may not make unilateral changes to the express provisions of this Agreement.

All the functions 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 mission, policies and standards of service; to determine the organizational structure and means, methods, and place of operations, and to decide what work or services shall be performed by the employees; to determine the budget; the right to hire, discipline or discharge employees for causes; to establish the qualifications for employment; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons, and to maintain discipline, order and efficiency; to train employees; to schedule and assign work and overtime; to manage, supervise and direct the working forces; the right to make and enforce reasonable shop rules; to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities, and to take any and all actions necessary to carry out the mission of the City, provided this will not be used for purposes of discrimination against any employee for membership or non-membership in the Union or be inconsistent with the terms and provisions of this Agreement. All personnel matters not specified in this Agreement shall be subject to the provisions of the City of Naperville Employee Policy Manual to the extent that it is not inconsistent with this Agreement. Discipline imposed for violation of the City's personnel policies shall be subject to Article 4, the Grievance and Arbitration Procedure of this Agreement. The City shall have the right to take necessary actions to carry out the mission of the Employer's Water/Wastewater utility in the event of a civil emergency as may be declared by the Mayor or the Mayor's designee. It is understood that at no time shall the Employer jeopardize the health and/or safety of any employee in the event of a civil emergency.

**Section 2.5** This Agreement is the complete agreement between the parties and cancels all prior practices and agreements unless expressly stated to the contrary herein.

### **ARTICLE 3 INTRODUCTORY PERIOD**

**Section 3.1** New employees to the bargaining unit shall serve a six (6) month introductory period of employment with the Employer and shall immediately thereafter be credited with seniority from the original date of employment. Periods of paid or unpaid leave will extend the introductory period accordingly. The introductory period may be extended prior to the start of the employee's seventh (7<sup>th</sup>) month by up to six (6) additional months at the City's discretion so long as when the City notifies the employee of the extension, it shall simultaneously notify the Lead Union Steward.

**Section 3.2** During the introductory period, employees may be disciplined or discharged by the Employer without the employees so affected having recourse to the Grievance and Arbitration Procedure of this Agreement.

### **ARTICLE 4 GRIEVANCE & ARBITRATION PROCEDURE**

**Section 4.1** It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee of the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps of the grievance procedure may be mutually extended and agreement in this regard shall not be unreasonably withheld.

- Step 1:** The Union Steward, with or without the Employee, may take up the grievance with the Field Supervisor and/or Supervisor within ten (10) working days of its occurrence. The Field Supervisor and/or Supervisor shall then attempt to adjust the matter with the Steward and shall respond within ten (10) working days after such discussion.
- Step 2:** If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union to the Division Manager and/or Director of the Department (for employees under their supervision) within (10) days following the Field Supervisor's and/or Supervisor's answer in Step 1. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The designated management representative shall attempt to adjust the grievance as soon as possible but shall give his answer in writing to the Union within ten (10) working days after the receipt of the grievance.
- Step 3:** If not adjusted in Step 2, the grievance shall be submitted to the City Manager or his designee within ten (10) working days of the answer in Step 2. A meeting shall be held at a mutually agreeable time and place with the City Manager or his designee within fifteen (15) working days of the receipt of the grievance. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the

City Manager or his designated representative shall give the Union the Employer's written answer within ten (10) working days following their meeting.

Step 4: If the matter is not settled in Step 3, Local Union No. 196 or the City of Naperville, but not an individual employee or employees, may submit this dispute to arbitration within ten (10) calendar days after the answer is given at Step 3. When arbitration is requested, the parties shall attempt to agree on the selection of the 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 shall be requested to submit a list of seven (7) Arbitrators, pursuant to the rules of the FMCS, who are members of the National Academy of Arbitrators. From such list of arbitrators, the grieving party shall strike a name first and the parties shall then alternatively strike until 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 Federal Mediation and Conciliation Service. The decision of the arbitrators shall be final and binding upon the parties. The arbitrator shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

**Section 4.2** Grievances not appealed within the time limits set forth above shall be considered settled on the basis of the last answer given, unless the time therefore had been previously extended under the provisions of Article 4.

**Section 4.3** The expenses of the arbitrator shall be borne equally between the City of Naperville and the IBEW Local No. 196. The cost of a transcript shall be borne by the party requesting the transcript. If the other party requests a copy, then they shall pay half the fee.

## **ARTICLE 5 UNION BUSINESS**

**Section 5.1** General Union business shall not interfere with the Steward's performance of work during his regular working hours. The Union may appoint as many Stewards as it desires so long as the City is informed in writing of their identity, only one Steward attends to any one matter (unless both parties mutually agree that it may be more efficient to have multiple Stewards present), and so long as one Steward is identified as the Lead Union Steward. Any request by employees in the bargaining unit for the services of the Steward shall be based on an emergency that cannot be transacted before or after normal working hours. The Union Steward will be permitted to leave work during regular working hours with prior permission from this supervisor, which shall not be unreasonably withheld. Such business shall include dealing with emergencies and attendance at scheduled meetings with management to adjust grievances.

**Section 5.2** Non-employee officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with reasonable advance notice.

Such visitations shall be for the sole purpose of the administration of this Agreement. The Union agrees that such activity shall not interfere with the work duties of employees.

The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer, where operational requirements do not permit unlimited access.

**Section 5.3** The Employer agrees that the Union may install and maintain a bulletin board, at each division headquarters, at a location designated by the Employer. Said bulletin board shall not exceed three (3) feet by three (3) feet in area.

The Union bulletin board shall be used for posting Union notices and shall be restricted to the following:

- (a) Notice of Union recreational and social activities;
- (b) Notice of Union elections and results of such elections;
- (c) Notice of Union appointments;
- (d) Notice of Union meetings and reports and minutes thereof;
- (e) Overtime list.

All costs incidental to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion. No defamatory, obscene, political or libelous material shall be posted on any bulletin board. If the Employer determines that the posted material is of a prohibited nature, it may remove the material but shall notify the Union in writing as to the material removed and the reason for such removal.

## **ARTICLE 6 OVERTIME ALLOCATION**

**Section 6.1** Employees shall be required to perform overtime work and be available for stand-by duty when requested to do so.

**Section 6.2** Within the department, scheduled overtime opportunities shall be assigned equally among employees whenever practical, in accordance with each division operating policy, to such employees that regularly perform the work involved.

In the event that overtime is not offered by the City to an employee who should have been next on a division overtime list (hereinafter referred to as "Missed Overtime"), and that employee brings the matter to his supervisor in a timely manner, the City shall offer that employee the next available overtime assignments for which the employee is qualified that equals or exceeds the amount of Missed Overtime in his section for work that he regularly performs (hereinafter referred to as "Make-Up Overtime"). In the event that the employee cannot be reached when the make-up call is made, or turns down the Make-Up Overtime, the City shall have satisfied its obligation under this paragraph. Make- Up overtime shall not affect the employee listing on the Division rotation overtime list. Nothing herein shall entitle an employee to pay in lieu of a missed overtime opportunity. Alternative resolution may be pursued through Article 4 of this Agreement.

**Section 6.3** Management may assign qualified employees (or with the ability to become qualified depending on the circumstances) to work out of their normal classification, whenever practical within departmental policies, and to be paid as outlined in Section 19.1.

**Section 6.4** Whenever practical to do so, management will allow overtime opportunities to be transferred to other qualified employees with prior approval by management and within departmental operating policy.

**Section 6.5** The employer may utilize any reasonable method of record keeping. The Union will be furnished a list of overtime worked by each employee within the bargaining unit on a monthly basis.

## **ARTICLE 7 NO STRIKE - NO LOCKOUT**

**Section 7.1** During the term of this Agreement, there shall be no lockout, strike, sympathy strike, work stoppage, picketing, slowdown or other form of interference with operations, regardless of the cause. All employees who hold a position of officer, steward, or committeeman of the Union occupy a position of special trust and responsibility in maintaining and bringing about the compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this paragraph to return to work.

## **ARTICLE 8 SENIORITY**

**Section 8.1** Seniority shall be the length of service in continuous employment within the bargaining unit from the date of last hire. Seniority can also mean the length of service in continuous employment within a division or section, when so specified. Layoffs shall not terminate the seniority of any employee except as provided below.

**Section 8.2** The seniority of an employee shall terminate under any of the following conditions:

- (a) When laid off for a period of more than three (3) years.
- (b) When an employee resigns his employment with the Employer.
- (c) When an employee fails to return to work within one (1) week after a written notice is mailed by the City by registered mail, to his last known address, requesting such return.
- (d) When an employee fails to report to work on three (3) successive work days without notifying the Employer, and without showing just cause for the failure to so report.
- (e) When an employee is discharged for cause and not reinstated.

- (f) When an employee is transferred from within the bargaining unit to a management position, after serving in the management position for six (6) months.

**Section 8.3** An employee shall receive military leave and seniority in accordance with applicable law as it may from time to time be amended.

**Section 8.4** If any employee covered by this Agreement is injured while in the performance of his duty as such, he shall be entitled to his former job title upon his recovery with full seniority rights, provided he is physically qualified to return to work. In the case of his return, other employees moved up because of his absence will consent to such demotions or layoffs as may be necessary under the circumstances.

## **ARTICLE 9 VACANCIES AND BIDDING PROCEDURES**

**Section 9.1** Whenever a regular bargaining unit job vacancy or promotion develops or is expected to develop, the job will be posted at each division in locations designated by the Employer for seven (7) calendar days, for bid by an employee. A Union Steward may submit an employee's name for a job vacancy when the employee is absent from work. If more than one qualified employee bids for the vacancy, the Employer shall select the successful applicant in accordance with the principle set forth in paragraph 9.2 of this Agreement. Nothing contained in this paragraph shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants who have the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one successful bid in any six-month period. Provided, however, that this period shall not be applicable when an employee is applying for a higher paying position.

Any employee who is promoted shall be given a ninety (90) day introductory period to prove that he/she is both fit and able to satisfactorily fill the position to which he/she has been promoted. If any employee proves to be unfit or unable to perform the duties and responsibilities of the position to which he/she has been promoted before the end of the ninety (90) day introductory period, he/she shall return to his/her former position at the request of the City without any loss of bargaining unit seniority or City seniority. At any time during the ninety (90) day introductory period, the employee may also elect to return to his/her former position, again without any loss of seniority. During the above described ninety (90) day introductory period, if any such promoted employee returns to his/her former position, other employees hired, promoted or transferred because of said promotion will be laid off or returned to their original position, as may be necessary under the circumstances.

The City may extend the introductory period beyond the initial ninety (90) day period and, if the employee fails to successfully complete the designated extended introductory period, he/she may be returned to his/her former position only if one is available, and with the loss of bargaining unit seniority only, i.e., City seniority will be maintained.



**Section 9.2** In making promotions or demotions, where fitness and ability are substantially equal, division seniority shall have priority over bargaining unit seniority. Final determination of qualifications shall be made by the Employer, except that any dispute which may arise in connection with any such matter shall be handled in accordance with the provisions of this Agreement for the settlement of disputes. In the event the employee with the most seniority does not receive the promotion, upon request of the employee, the Employer will discuss with the employee the reasons why the employee was not promoted.

**Section 9.3** In the event that an employee is promoted to a new job classification with a higher pay range, the employee will be placed in that new range at the same step as their former range, or placement at Step 1 in the new range. If an employee is demoted or transferred to a position with a lower rate of pay, then the employee shall be placed on the new pay range at the same step as their former range.

## **ARTICLE 10 LAYOFF AND REHIRING**

**Section 10.1** There will be no layoffs when outside contractors are performing work traditionally assigned to bargaining unit employees. If a layoff has occurred and bargaining unit work is being contracted out, then all employees on layoff will be rehired and returned to their original classification, when available.

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.

Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in general or where such policy will result in a loss of jobs, the City will notify the Union and offer the Union an opportunity to discuss the City's proposed subcontracting decision and its effect on bargaining unit employees.

**Section 10.2** Employees in the introductory period who have not established seniority shall be laid off first.

**Section 10.3** Seniority shall prevail in layoffs and rehiring by divisions, subject to fitness and ability of the employee to do the required work. Any employee who is required to perform the duties of a lower paying position because of a layoff on account of reductions of forces or lack of work shall be compensated at the rate of pay provided for the job being performed.

**Section 10.4** Employees laid off from any division may exercise general bargaining unit seniority to bump employees in other divisions provided, 1) that the employee exercising the right has worked in that division, 2) the employee's bargaining unit seniority is greater than the employee bumped, and 3) the employee possesses the skill and qualifications essential to perform the work.

**Section 10.5** In case of layoff, the Employer shall give the Union and employees at least thirty (30) days' notice unless unusual circumstances prevent such notice.

**Section 10.6** Nothing in this Article shall prevent the Union and Employer from meeting and mutually agreeing to an alternative to avoid scheduled layoff.

## **ARTICLE 11 LEAD ASSIGNMENT**

The Employer will designate certain employees for lead assignments. The Water Reclamation ("SWRC") division, the Water Distribution and Collection ("WDC") division and the Civil-Environmental Engineering and Construction Management ("CEEC") division will assign a minimum of one (1) employee to a lead assignment in each division.

Lead assignments will be assigned at the discretion of the employer.

Compensation for lead assignments shall be paid as follows

Effective 1/1/21 - \$1.40 per hour.  
Effective 1/1/22 - \$1.80 per hour.  
Effective 1/1/23 - \$2.20 per hour.  
Effective 1/1/24 - \$2.60 per hour.  
Effective 1/1/25 - \$3.00 per hour.

Any change of the three (3) designated lead assignments (one in each division) will be with seven (7) days advance notice. Additional lead assignments may be added and/or removed without the seven (7) day notice.

## **ARTICLE 12 SHORT-TERM EMPLOYMENT**

**Section 12.1** A short term employee is an employee who is employed for less than two consecutive calendar quarters during the calendar year without a reasonable expectation of being rehired in a subsequent calendar year. The Employer may rehire any short-term employee in a subsequent year if the short-term employee performed satisfactorily in a previous year. Short-term employees shall not be members of a bargaining unit and shall not be affected by this agreement except as provided for in this paragraph. Short-term employees may perform any assigned work except for the following exclusions:

- (a) Electrical/mechanical work;
- (b) Process control adjustments;
- (c) Collecting samples; except to assist in the collection of samples;
- (d) Hands on operation of the centrifuge;

- (e) Operates end loader and/or backhoes; except as related to landscaping installation or maintenance;
- (f) Perform work on main breaks, sewer digs, manhole adjustments, or installations;
- (g) Jet flusher operations.

**Section 12.2** There shall be no overtime for short-term employees unless all regular employees are employed. Such overtime shall not cause the layoff of any regular employees.

### **ARTICLE 13 HOLIDAYS**

**Section 13.1** - Eleven (11) paid holidays will be granted to all bargaining unit employees. For each holiday, employees will receive eight (8) hours of pay at the employee's straight time rate. The holidays are as follows: New Year's Day, Presidents Day, Good Friday, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, and Christmas Day.

**Section 13.2** - Employees who are required to work on a holiday will receive double their straight time hourly rate in addition to their holiday pay. Employees who work the holiday will be allowed to elect to receive 1) a vacation day in lieu of their holiday worked or 2) holiday pay. Employees who work alternate work week schedules and employees whose regular day off falls on the holiday and who do not work the holiday may select 1) regular holiday pay (standard rate) or 2) a holiday exchange day in lieu of this holiday pay. Other bargaining unit employees who do not work the holiday will receive standard holiday pay. Holiday exchange days must be cashed out by March 31 in the year after they are earned. This shall not affect holiday exchange days that employees have banked up through 2020.

**Section 13.3** - When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. If you are on an unpaid leave, you will not receive holiday pay. A suspension without pay will result in the loss of holiday pay.

### **ARTICLE 14 VACATION**

**Section 14.1** Employees currently covered by the "Time Off Plan" (TOP) shall be subject to the TOP as set forth in **Appendix A**. Employees currently covered by the PTO – 11 plan and all newly hired employees shall be subject to the PTO- 11 plan also set forth in **Appendix A**. Employees on PTO-11 shall be allowed to schedule five (5) days off on an unpaid basis consistent with existing rules governing scheduling time off. If the PTO 11 plan is modified by the City, the new terms shall be implemented for the Local 196 bargaining unit.

Vacations with pay shall be granted to all employees on the pre-2001 plan in accordance with the following schedule:

<u>Service Time</u>	<u>Accrual Rate</u>	<u>Days/Weeks</u>
0 - 6 months	No vacation earned	No vacation earned
7 - 12 months	40 hours + 6.666 hours per month	2 weeks
Years 1 – 4	6.66 Hours/Month	2 weeks
Start of 5th year	7.33 Hours/Month	2 weeks + 1 day
Start of 6th year	8 Hours/Month	2 weeks + 2 days
Start of 7th year	8.66 Hours/Month	2 weeks + 3 days
Start of 8th year	9.33 Hours/Month	2 weeks + 4 days
Start of 9th year	10 Hours/Month	3 weeks
through end of 14th year		
Start of 15th year	13.33 Hours/Month	4 weeks
Start of 16th year	14 Hours/Month	4 weeks + 1 day
Start of 17th year	14.66 Hours/Month	4 weeks + 2 days
Start of 18th year	15.50 Hours/Month	4 weeks + 3 days
Start of 19th year	16 Hours/Month	4 weeks + 4 days
Start of 20th year	16.66 Hours/Month	5 weeks

Maximum total vacation time that can be earned is 5 weeks.

**Section 14.2** Vacation pay as herein provided shall be in addition to any holiday pay to which an employee may be entitled. Allowances for vacation pay shall be in addition to any recognized holidays which may fall during an employee's vacation period.

All employees shall be entitled to a maximum carryover of up to one-year accrual of vacation time. When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.

**Section 14.3** Exceptions to vacation utilization may be permitted under extenuating circumstances with prior supervisory approval. All vacation requests are subject to supervisory approval and satisfaction of manpower requirements (staffing levels) as determined by the department.

Employees may take their annual vacation all at one time or divide their total time into separate periods. Any employee entitled to two (2) weeks' vacation or more may take up to forty (40) hours in not less than two (2)-hour increments with twenty-four (24)-hour minimum notice to their supervisor. Vacation used in two (2)-hour increments must be used at the beginning or end of the employee's shift, unless otherwise approved in advance by the supervisor. Remaining hours may be taken in one or more day increments (one day) with one week's notice.

Shift employees may take a leave of absence on designated City holidays.

When three (3) or four (4) vacation days are taken during a calendar work week in which a designated City holiday(s) occurs, this shall be considered as one (1) five (5) day increment for calculation purposes under the provisions of the vacation leave.

**Section 14.4** The Division Manager shall establish a vacation schedule for employees sufficiently early each year so that all employees can plan their own schedules and so that Departmental Supervisors can program the work of the Department. Vacation schedules shall be arranged so as to provide as minimal a disruption to the work of the Department as can be reasonably achieved. For like positions, divisional or sectional seniority, whichever is applicable, shall govern the granting of priorities for vacation scheduling.

**Section 14.5** When an employee's service with the City is terminated, he shall receive compensation for unused vacation leave accumulated

Any employee who leaves the City service before completing six (6) months of full and continuous service will receive no vacation pay. Vacation credit will not be accumulated during any type of leave of absence without pay.

## **ARTICLE 15 SICK LEAVE**

**Section 15.1** Sick leave shall be earned by an employee per the terms of TOP or the PTO-11 plan, whichever plan applies to the employee. Employees not covered by either plan shall earn sick leave per section 15.2.

**Section 15.2** Sick leave for employees on the pre-2001 plan (not on TOP or PTO 11) shall be earned at the rate of one and one-quarter (1.25) days for each month employed by the City. Any employee who terminates employment and utilized unearned sick leave days shall be required to repay the City for such days upon his termination.

Sick leave with pay may be accumulated without limitation by employees on the pre-2001 plan. When such an employee has accumulated sick leave in excess of one hundred twenty (120) days, sick leave may be converted to vacation leave on the basis of (10) days sick leave for each day of vacation leave.

Sick leave for employees who have this benefit (per-2001 and TOP) may be granted for any of the following reasons:

1. Incapacitation due to illness, injury or disability.
2. Personal medical or dental appointments, which cannot be scheduled during non-working hours.
3. Absence required by illness or disability of the employee's spouse, children, parents, parents-in-law, sisters, brothers, and other persons living in the employee's household.

Any use of sick leave for purposes other than those outlined above or pursuant to the TOP plan is not authorized. Misuse of sick leave may be grounds for disciplinary action.

**Section 15.3** The department director will establish procedures for all employees to use to notify supervisors of absence and intent to use sick leave. If sick leave is used for more than two (2) consecutive days, or in conjunction with other leave, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than three (3) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than five (5) instances of absence for sick leave in any one (1) contract year. Employees are responsible for obtaining a physician's statement when required. The City reserves the right to require an employee to be examined by a City appointed physician at the City's expense. Employees will be provided written results, if any, of physical examinations required by the City. If physical examination is initiated by the City pursuant to a Worker's Compensation Claim or injury, those results shall not be provided to employee.

Employees are expected to use sick leave only when they are ill. Judicious use of sick leave will help provide the employee with continuing income in the event of a serious illness.

Sick leave may also be used, at the employee's discretion, to supplement workers' compensation payments provided by the City or its insurance carrier in accordance with the provisions of the Illinois statutes for "in lieu" salary purposes. Said sick leave payments shall not exceed an amount equal to the difference between the employee's regular pay and said workers' compensation payments and may be paid until the employee returns to work or his accumulated sick leave credits are used up. The employee must inform Human Resources if he/she wishes to supplement his/her workers' compensation payment with accrued sick leave. The employee so electing will receive two checks: one from the City and one from the City's outside administrator.

All absences with pay granted under this provision shall be based on the reason given by the employee for the same as being valid and that the request is in conformance to the policies herein stated and shall be subject to investigation by the City. Errors of fact or omission on the part of the employee may be cause for loss of leave with pay or disciplinary action.

**Section 15.4** Upon formal retirement from the City of Naperville, employees under this collective bargaining agreement, except those covered under PTO-11, shall convert up to 720 hours (90 days), or a prorated amount for part-time employees, of earned but unused sick leave to a Retirement Health Savings Plan (RHSP) as a sick leave termination bonus. The sick leave termination bonus eligible for contribution to the RHSP is made at the employee's salary rate in effect on his/her last day of work. The RHSP is used for the payment of health insurance premiums and other eligible health care expenses in retirement. Formal retirement is defined as separated from employment with the City and qualifying for a pension as defined by IMRF. The Union agrees that if, during the term of the Agreement, the City offers the non-union employees of the City the opportunity to contribute benefit time into a retiree health savings account, the City will make that benefit available to bargaining unit employees on the same date and under the same terms and conditions, as the same may be changed from time to time by the City.

## **ARTICLE 16 LEAVES OF ABSENCE**

**Section 16.1 Short-Term Leave of Absence.** Short term leave without pay may be granted for a period of up to one month (four calendar weeks) during the calendar year, where the continued absence of the employee does not adversely affect the ability of the City to adequately perform its governmental function. A request for short-term leave shall be in writing to the Department Director and may be granted with the approval of the City Manager or his designee. At the completion of a short-term leave, an employee will return to his previous position and status without change to seniority or salary. Vacation, sick leave, and holiday pay shall not accrue during this period. An employee's medical/dental insurance remains intact provided that the employee makes an arrangement with the city to pay his employee premium contribution.. If the employee does not return to work after a short-term leave, any other benefits paid by the City shall be repaid at termination by the employee. Any employee who does not report back to work at the end of an unpaid absence shall be considered to have terminated his or her employment with the City. This applies only to approved, requested short-term leave. This does not apply to situations of exhausted sick leave. Short-term leave of absence is not intended as a substitute for sick leave.

**Section 16.2 Family and Medical Leave.** Employees eligible under the Family and Medical Leave Act are entitled to leave as defined by the City's FMLA policy found in the EPM.

**Section 16.3 Extended Leave of Absence.** Employees who are exhausting a Short-Term Leave of Absence (See Section 16.1) may apply for an extended leave of absence. Application for an extended leave must be made prior to the expiration of the Short-Term Leave of Absence.

Extended leave without pay may be granted for a period in excess of one month, but not to exceed one year. Consideration of this request will take into account whether the continued absence of the employee will adversely affect the ability of the city to adequately perform its governmental functions. The employee, however, is not guaranteed reinstatement to his or her former position since circumstances may change during the leave. In such cases, the employee may be replaced by a regular or temporary employee at the discretion of the City (upon recommendation of the Department Director and the approvals of the Human Resources Team Leader and City Manager).

Requests for extended leave must be submitted in writing to the employee's Department Director and may be granted with the approval of the Department Director and the City Manager. Sick leave, vacation, PTO and/or holiday benefits will not accrue during the period of such a leave of absence.

For the period of (unpaid) leave, employees who carry medical/dental insurance via the City will be required to properly elect COBRA coverage, and pay the COBRA equivalent rate of 102% of the applicable premium(s). Failure to elect or pay will result in the cancelation of applicable group medical and/or dental insurance.

Long-term (extended) leave of absence is specifically not intended as a substitute for sick leave.

**Section 16.4 Special Leave of Absence.** The Employer agrees to grant a special leave of absence up to a maximum of ten (10) days per year without pay to the current chief steward during the life of this contract for the purpose of attending state, regional, or national conferences. If and when the current chief steward leaves that position, the next incumbent will be entitled to utilize a maximum of five (5) days of unpaid leave to attend state, regional or national conferences. In addition, two (2) stewards will be granted a one-time two (2) day leave of absence without pay to attend a union steward training program during the life of this agreement. The Employer shall be consulted in advance to allow flexibility in scheduling work. No contract rights shall be lost during such leave of absence.

**Section 16.5 Absence Without Leave.** Absence without leave is defined as any absence in which the employee does not report for work and fails to properly notify his or her supervisor that he or she will be utilizing accrued leave. In addition, the employee will be regarded as absent without leave if he or she attempts to utilize leave to which he or she is not entitled. An employee who is absent without leave for two days or more or is absent without leave on more than one occasion during a year is subject to termination. Any attempt to use sick leave for any purpose other than those determined as proper, as outlined in the sick leave language of the contract, is considered absence without leave and is unauthorized.

**Section 16.6 Military Leave.** Military leave shall be granted in accordance with the law as it may from time to time be amended. An employee anticipating military leave must register his military status with Human Resources, notify his/her immediate supervisor, and then furnish Human Resources with a copy of the official orders as soon as available. An employee going to and returning from military duty must submit his military earnings statement to Payroll in order to receive any salary provided for whether adjusted or not by the amount of the military pay.

**Section 16.7 Jury Duty Leave.** Any employee summoned for jury duty on his/her regular day of work shall be given time off to serve, regardless of the shift to which he/she is assigned. The City shall not deny an employee time off for jury duty because he/she is then assigned to work a night shift.

Employees called upon for jury duty will notify their Supervisor (or designee) as soon as possible. At a minimum, the employee must provide a copy of his/her summons within 10 days of its date of issuance.

When adequate documentation is provided (i.e., a copy of notice/summons or other evidence of actual days served), time off with pay will be granted to the individual serving on jury duty. An employee's time served on jury duty will be considered time worked. Employees may keep any payment for jury duty received from the court.

**Section 16.8 --Witness Fees.** Employees may be subpoenaed in the course of their City employment to provide records, give depositions or testify in court or in administrative hearings. Where the City is not a party to such proceedings, and where the subpoena is lawful and calls for testimony or documents which the employee(s) possess as a result of the performance of the employee(s) duties, time off with pay shall be granted for that time reasonably necessary to respond to such subpoena. Such employees are also eligible for reimbursement for personal expenses for



responding to any such subpoena. Such employees should also be paid a witness fee and travel expenses for these services by the party requesting the subpoena and any such payment to employees must be endorsed to the City. Where the City is a party to such proceeding, time off with pay shall be granted and employees shall be eligible for reimbursement of such expenses only upon prior approval by the City Manager.

**Section 16.9 Personal Day and Compensatory Time.** All regular full-time employees shall be granted eight (8) hours per fiscal year of paid time for the purpose of transacting unexpected personal business effective January 1 of each fiscal year. Employees must pass their introductory period to be eligible to take their personal Day. During the first fiscal year of employment, an employee will receive a proportionate amount of the personal day based upon time employed during the fiscal year.- Employees hired under the PTO 11 plan shall not be entitled to the personal day. All regular full-time employees shall have the right to accrue up to 60 hours of compensatory time.

Normally, employees must request personal day time off at least 24 hours in advance and approval from the Department Director or designee is required. Employees shall have the right to take up to sixteen (16) hours of vacation/ PTO time, or compensatory time per year in one-hour increments. The personal day must be used by December 31 of each fiscal year. The time does not roll over to the following year nor will it be paid out if left unused by December 31.

All regular full- time employees shall have the right to accrue up to sixty (60) hours of compensatory time. Any unused compensatory time over 52 hours shall be converted to cash on the last day of the year and paid out through the regular payroll process on the first payroll in January.

**Section 16.10 Funeral Leave.** When there is a death in the immediate family, an employee shall be granted up to three (3) consecutive working days off between the date of death and the date of the funeral with time for travel home. These days will be granted without loss of pay and without charge to accrued leave. Immediate family is defined as spouse, parents, parents-in-law, children, brothers and sisters, brothers and sisters-in-law, grandchildren, grandparents, grandparents of spouse or other persons who have been members of the employee's household at the time of death (this list includes relationships of "step," "half" and "great"). Time taken in addition to three days funeral leave may be taken at the discretion of the employee with approval of the Department Director and shall be chargeable to other accrued leaves.

#### **Section 16.11- Maternity and New Parent Leave**

This benefit is provided per City policy as set forth in **Appendix B.**

### **ARTICLE 17 INSURANCE**

**Section 17.1 Health Insurance.** The City shall provide group health insurance benefits to full-time employees subject to premium payments as set forth in Section 17.5 below. Nothing in this Agreement restricts the City's right: to change insurance carriers, plan administrators or networks; to self-insure and to change the method or manner of self-insurance; to change benefit levels as

recommended by the City Council; to implement a health insurance program with multiple plan options (that may include but is not limited to a high deductible plan, Health Savings Account, or Health Reimbursement Account); to participate in programs to reduce health insurance costs, or to utilize health maintenance organizations or other similar groups, provided that the coverage and benefit levels are the same for employees under this Agreement as provided to all other non-union employees of the City, as the same may be changed from time to time by the City.

**Section 17.2** **Dental Benefits.** Full-time employees will be allowed to participate in dental benefit programs offered by the City subject to premium payments as set forth in Section 17.5 below.

**Section 17.3** **Life Insurance.** The City also provides life insurance (in an amount equal to 1-1/2 times the employee's base salary) for all covered employees.

**Section 17.4** **Flexible Spending Accounts.** Employees may elect to participate in a Medical Expense Reimbursement Account and/or a Dependent Care Reimbursement Account which the City offers, as the same may be changed from time to time by the City.

**Section 17.5** **Premium Contributions.** Employees participating in the medical insurance and/or dental insurance program(s) shall, pay a monthly premium contribution of twenty (20) percent of the monthly premium, as determined by the City, applicable to the plan(s) chosen by the employee. Monthly premium amounts may be adjusted by the City each year of this contract on January 1<sup>st</sup>. The City shall have the right to implement new employee premium contribution rates on January 1 of each year consistent with the above language regardless of whether the collective bargaining agreement has expired.

Medical and dental insurance employee premium contribution levels effective January 1, 2022 are appended to this Agreement as **Appendix C**. Nothing herein shall restrict the Union's right to bargain over the terms of medical and dental insurance. This language does not permit the City to change the current 20% employee premium contribution without first bargaining the issue with the Union.

## ARTICLE 18 WORKDAY AND SHIFT SCHEDULES

**Section 18.1** The normal work week for the **Water Supply Division, the Distribution and Collection Division and the Civil-Environmental Engineering and Construction Management Division** shall consist of forty (40) hours of five (5) consecutive days: Monday – Friday. The Employer may establish the following shifts and determine the minimum staffing required on each shift:

1. First Shift - 7:00 a.m. to 3:30 p.m.
2. The City will assign employees (other than in CEEC) to the alternate work week of Tuesday through Saturday based upon the following selection process:
  - a. Employees who volunteer.

- b. Selection based upon the bidding procedures of Article 9.
  - c. Department assignment of no more than four (4) employees from the Water Distribution and Collection Division by least senior of the job classification in the Section needed, with no more than two (2) employees per Section. Employees required to work said shifts shall be given a 30-day calendar notice, unless the employee concurs with a shorter notice.
3. The City will assign employees in the Civil-Environmental Engineering and Construction Management (CEEC) Division to the alternative work week of Tuesday through Saturday as follows:
- a. no more than one (1) qualified employee, to be determined by the Division Manager, will be assigned at any one time;
  - b. employees will be assigned no more than a maximum of ten (10) weeks in two-five-week blocks;
  - c. assignment will occur only between May 1 and September 30; and
  - d. employees will be given a thirty (30) calendar day notice, unless the employee concurs with a shorter notice.

**Section 18.2** -The normal work week for the **Water Reclamation (SWRC) Division** shift personnel shall consist of forty (40) hours of five (5) consecutive days: Monday - Friday, Tuesday - Saturday, or Sunday - Thursday. The Employer may establish the following shifts and determine the minimum staffing required for each shift:

First Shift - 7:00 a.m. to 3:00 p.m.

Second Shift - 3:00 p.m. to 11:00 p.m.

Third Shift - 11:00 p.m. to 7:00 a.m.

Lab work days/ hours shall be Tuesday through Saturday 8:00 a.m. through 4:30 a.m.

Shift differentials shall be paid as follows:

Effective 1/1/21 –Second \$1.50 per hour; Third \$1.60 per hour.  
 Effective 1/1/22 - Second \$2.00 per hour; Third \$2.20 per hour.  
 Effective 1/1/23 - Second \$2.50 per hour; Third \$2.80 per hour.  
 Effective 1/1/24 - Second \$3.00 per hour; Third \$3.40 per hour.  
 Effective 1/1/25 - Second \$3.50 per hour; Third \$4.00 per hour.

Employees shall select shifts on a quarterly basis based on seniority. Likewise, seniority shall determine the selection of the work week, including when temporarily transferred because of illness, absence, or a vacancy Sunday - Thursday, Monday - Friday, or Tuesday - Saturday within a given shift.

Regular division shift employees may be temporarily assigned to any shift due to employee absence illness or a vacancy. The following procedure will be followed by the City for these transfers:

1. For the first to the fifth day, no employee will be temporarily assigned.
2. After the fifth day, a regular shift employee may be temporarily reassigned to a different shift due to employee absence, illness, or a vacancy, without the necessity of any overtime payment. When a shift employee is reassigned, seniority will also control whether other employees will be "bumped" to accommodate the required reassignment.
3. An absence of up to three (3) workweeks due to the use of scheduled vacation time shall not constitute an absence for purposes of this temporary assignment provision. It is understood that management, in making a temporary assignment, will select the employee with the lowest seniority from the first shift, except for introductory employees.

Employees required to work on a holiday will receive double their straight time hourly rate in addition to their holiday pay. Those who work the holiday will be allowed to elect to receive a vacation day in lieu of their holiday pay (not exceeding eight (8) hours) and those employees who do not work the holiday will receive regular holiday pay.

The normal hours for those assigned to the SWRC Wastewater Maintenance Section will work 7:00 a.m. to 3:30 p.m., Monday through Friday.

The position of Senior Utility Technician - Lab may be assigned a work week of Monday - Friday or Tuesday - Saturday. If the latter is assigned, management may allow Saturday or holiday 7:00 a.m. to 3:30 p.m. work hours. The Employer, under normal conditions, will give a minimum of thirty (30) calendar days' notice and such adjustments may not be made more frequently than six (6) calendar months from the previous change.

**Section 18.3** Lunch periods shall be scheduled as nearly as possible during the period between 11:00 a.m. and 1:00 p.m. Employees on second shift and third shifts shall have their lunch scheduled between the fourth and sixth hour of the shift. Employees who are in the field will have a forty-five (45) minute lunch period consisting of a thirty (30) minute unpaid and a fifteen (15) minute paid period with no afternoon break. Employees working at designated City facilities which have lunch rooms will have a thirty (30) minute unpaid lunch period. Wastewater Operator employees will receive a thirty (30) minute paid lunch period and shall not leave their work place. All lunch time is from the time a person stops working until they start working again. Stopping to pick up meals, personal phone calls, and mingling with co-workers are all part of the lunch time.

Employees who must leave their work site in the field to wash up for lunch shall be granted up to ten (10) minutes for clean up at the closest available facility.

## **ARTICLE 19 OVERTIME AND INCONVENIENCE PAY**

**Section 19.1** The Employer will endeavor to assign work to employees in their appropriate classifications, however, where the needs of the business require, employees may be assigned temporarily, to work out of classification. When an employee is temporarily assigned by his supervisor to a classification with a higher pay range, the employee shall receive the higher rate of pay of that classification from the beginning of the assignment. Payments shall reflect a one-quarter (1/4) hour minimum period. When an employee is temporarily assigned to a lower rated classification, he/she shall receive the rate of pay of his/her regular classification. Such temporary assignments shall not exceed ninety (90) days unless by mutual agreement between the Employer and Union Steward for the employee who is temporarily assigned.

**Section 19.2** A minimum of two (2) hours at time and one-half (1-1/2) as set forth in the Wage Schedule *shall* be paid to any employee who reports to work on a scheduled overtime workday or is unable to work due to inclement weather or unforeseen circumstances. The employees reporting under this paragraph may be assigned appropriate duties during said minimum period.

**Section 19.3** Time and one-half (1-1/2) the straight time regular hourly rate of pay shall be paid for all hours paid in excess of forty (40) hours in one week. Overtime equalization and entitlement to meal allowance shall continue to be based upon hours worked over eight (8) in one day. There shall be no pyramiding of overtime. An employee scheduled to work overtime on Sunday with more than eight (8) hours of notice shall be paid at double his regular straight time hourly rate for all hours worked, except that this provision shall not apply to normal shift operations at the treatment plant. When an employee is required to work overtime on Sunday with less than eight (8) hours' notice, then the employee shall be paid at double his straight time hourly rate for all hours worked.

**Section 19.4** The Employer will offer all eligible employees on the call out list, if applicable, at least one (1) opportunity to respond to a call out. If the employee(s) fail to respond to the call out, the Employer may take whatever action it deems necessary to fulfill its service obligations.

An employee called back to work after his regularly scheduled work day, shall receive three (3) hours (inconvenience pay) at the straight time rate of pay, plus payment at applicable rates for actual time worked (with a one (1) hour minimum) when less than eight (8)-hours' notice is given. When more than eight (8) hours' notice is provided to the employee, he shall only receive compensation for actual time worked at applicable rates.

Employees on designated stand-by or where an employee is required to work immediately after his regular work period are exempt from inconvenience pay. Stand-by employees when called in will only be paid for actual time worked (with a one (1) hour minimum at applicable rates).

Employees who are not offered overtime in accordance with their position on the overtime list shall be offered the next available overtime opportunity.

**Section 19.5** Except for employees who are eligible for a forty-five (45) minute lunch, a fifteen (15) minute relief period shall be given in each morning and afternoon unless an emergency or urgent business would intervene. The relief period shall be given as near the middle of the session as circumstances will permit. These fifteen (15) minute periods will be considered and paid for as time worked. Employees shall not leave the job site during their break periods. One (1) employee working in the field may be allowed to leave the work site to obtain refreshments.

**Section 19.6** After an employee works sixteen (16) consecutive hours with intermission of meals included, or sixteen (16) hours in a twenty-four (24)-hour period or is required to work on a holiday or Sunday, such employee shall be paid at twice the current straight time rate for all hours worked until released, and if the employee is called back to work before having eight (8) consecutive hours off duty, shall continue to receive pay at double the current straight time rate. If the eight (8) hours off duty runs into an employees' regular shift he shall not lose any time.

When an employee works over 16 hours in a 24-hour period or is required to work a Holiday or a Sunday the employee should be paid twice the current straight time rate for all hours work until release. The employee will receive 8 hours rest between the 16-hour work period and next scheduled work day. If the rest period falls during the regularly schedule work day, the employee will not lose any time.

## **ARTICLE 20 STANDBY**

**Section 20.1** The Employer shall have the right to require employees to accept stand-by assignments at each division on the following basis:

1. A stand-by list will be posted thirty (30) days in advance at each division setting forth the division's stand-by schedule. The scheduled stand-by hours may be added to without notice or subtracted from with a minimum of seven (7) days notice, depending upon the short-term operational requirements of the division. Non-scheduled stand-by assignments will be made as far in advance as possible.
2. The Employer shall endeavor to distribute stand-by assignments equally and impartially. Employees may trade stand-by assignments with the Employer's approval, not less than three (3) days before the duty assignment. The responsibility to provide a replacement is that of the employee and if he/she cannot secure any such replacement, then the assigned employee must perform the duty.
3. If no employee is available or qualified to perform the required service, then the Employer may utilize whatever means is necessary to perform the work.
4. Stand-by assignments shall consist of a five (5)-hour minimum period with additional hours added based on operational needs. Compensation for stand-by assignments shall be paid on the basis of one (1) hour straight time for the initial

five (5)-hour period at the employee's straight time rate of pay. Additional hours shall be paid on the ratio of 1 to 5 and rounded to the nearest quarter hour.

**Section 20.2** Employees on stand-by must be fit for duty (in accordance with all applicable City and Union Drug-Free Workplace policies). They must verify proper operation of their pager or other employer-furnished communications device before leaving the work premises. If they will not be at home, they must leave a phone number where they can be reached with the specified department representative as designated by departmental work rules or advise the Department that they will be available by pager or other communications device. The Department should also be advised when they return home. If circumstances make it impossible for them to respond as required, they must immediately notify the Department. They must not extend their travel distance to the City beyond their residential area and they must be able to respond within a fifteen (15) minute period of time and report within a reasonable time under normal conditions. Employees failing to promptly respond while on stand-by shall be subject to discipline.

**Section 20.3** Employees covered by this Agreement shall be allowed to transfer stand-by duty to another qualified employee within their Section for up to 50% of their scheduled stand-by opportunities within a calendar year. The employee transferring the stand-by opportunity shall be solely responsible for finding a replacement and shall notify their supervisor who the stand-by time will be transferred to not less than seven (7) days in advance of when the stand-by starts.

## **ARTICLE 21 MEAL ALLOWANCE**

**Section 21.1** When an employee works three (3) hours of unscheduled overtime (with less than eight (8) hours' notice), he shall receive a meal allowance. A second meal allowance shall be paid when the employee works a subsequent five (5) hours of overtime.

If an employee can be temporarily released for a meal, he shall be given an allowance of fifteen dollars (\$15.00) and shall eat on the Employer's time. If he cannot be temporarily released, the Employer will either give the employee the meal money allowance or will furnish a meal which shall be eaten on the Employer's time at the job site, within a maximum of one-half (1/2) hour. If the employee cannot be released, he shall receive an additional one-half (1/2) hour of pay.

## **ARTICLE 22 REST PERIOD**

**Section 22.1** When an employee works a minimum of sixteen (16) consecutive hours (scheduled or non-scheduled extended work) or is required to work five (5) or more consecutive hours immediately prior to their normal shift and totaling a minimum of twelve (12) consecutive hours (due to the City's unscheduled call-out), the employee shall be allowed at least eight (8) consecutive hours of rest. If the rest period occurs during the employee's regularly scheduled work day, he will be compensated for the unworked hours of the rest period at straight time wages. The eight (8) consecutive hours of rest shall be computed from the time he leaves work until the time he reports back to work or when the shift normally ends. If the employee is called back to

work during his rest period, the employee shall be compensated at the double time rate of pay for his allowed rest period.

### **ARTICLE 23 INCLEMENT WEATHER**

**Section 23.1** It is the intent of this provision that employees shall not be exposed to inclement weather conditions that would present a hazard to their health or safety, while still maintaining 24 hour per day operations of the Department.

Accordingly, the employees shall not be required to work outside of vehicles or buildings on an extended basis. Outside work shall not be required when temperatures are below 0° F as designated by the approved thermometer at each division location. Exceptions to this shall include normal process control monitoring, distribution and collection, essential operations and adjustment changes which are able to be done in a minimal time frame, as well as emergency operations.

Employees working under the provisions of this Article shall perform such duties as are assigned while indoors.

### **ARTICLE 24 TOOLS & EQUIPMENT**

**Section 24.1** As required by the job, the following shall be made available to the employee when necessary:

1. All tools to perform assigned job.
2. Rain gear - pants and jacket.
3. One pair insulated coveralls, (full bodied or bib overalls with full jacket).
4. Two pair light-weight coveralls.
5. One pair steel-toed safety shoes, safety chains for shoes as needed.
6. Cloth gloves as needed - 3 weights, light, medium and heavy.
7. Rubber gloves as needed.
8. One hard hat.
9. Prescription or non-prescription safety glasses replace as needed - no payment for eye examinations and no payment for frames in excess of standard frames.
10. One set of ear plugs or earmuffs.



11. One pair of rubber hip boots.
12. First aid and general supplies kit.
13. Traffic safety vests as needed.
14. Lab equipment including safety goggles, lab aprons, lab coats, safety gloves, sampling gloves, rain suits, heat resistant gloves as needed, pullover or buckle boots as needed.

## **ARTICLE 25 SUPERVISORY WORK**

**Section 25.1** Management personnel shall devote no more than three (3) hours of their time during a regular work day to work generally assigned to bargaining unit employees and shall not perform work which will directly cause loss of existing bargaining unit jobs. Management personnel will not be scheduled on a regular basis to operate or maintain the auger tractor or other heavy equipment and/or to provide shift coverage, except for training purposes or during emergency situations. This provision shall not apply to weekend overtime work where a sufficient number of bargaining unit personnel have not volunteered for overtime duty.

**Section 25.2** Union/Management meetings shall be held twice a year (once in May and once in November) to discuss, as necessary, any concerns or clarifications regarding the type of work performed by management personnel. The Director of DPU-W and the Lead Union Steward shall schedule the date, time, and location for each meeting.

## **ARTICLE 26 DUES DEDUCTION**

**Section 26.1 Dues Deduction.** While this Agreement is in effect, the City will deduct from each employee's paychecks the regular union dues assessed by Local Union 196 for each employee in the bargaining unit who has filed with the City a voluntary, effective checkoff authorization. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer.

Local Union 196 agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. Local Union 196 may change the fixed uniform percentage or dollar amount which will be considered the regular union dues no more than two times each year during the life of this Agreement. Local Union 196 will give the City thirty (30) days' notice of any such change in the amount of union dues to be deducted.

**Section 26.2 Indemnification.** Local Union 196 and the City agree to indemnify and hold the City harmless against any claims, demands, suits or other forms of liability which may arise by

reason of any action taken or omitted by Local Union 196 or the City acting in good faith, in complying with the provisions of this Article.

## **ARTICLE 27 SAVINGS CLAUSE**

**Section 27.1** If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order or any Federal or State boards or agencies, the remaining provision of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

## **ARTICLE 28 SAFETY COMMITTEE**

**Section 28.1** The Employer and the Union agree to establish a joint safety committee composed of two (2) representatives appointed by each party for the purpose of studying safety issues, and making recommendations concerning rules governing safe work practices and a safety program. The safety committee shall meet at least six (6) times per year on a bi-monthly basis. Any safety rules or safety program recommended by the joint safety committee shall be referred to the Department Director for study and review.

## **ARTICLE 29 WAGES**

**Section 29.1 Wages.** The hourly rate of pay effective January 1, 2021 for all classifications and steps is published in **Appendix D** attached hereto. All wage increases shall be retroactive to January 1, 2021 for the term of the instant agreement only. Movement from Step 1 to Step 2 shall occur on the employee's anniversary date. Subsequent step movement shall occur on January 1.

Employees who were employed in the UT II or UT IV classification prior to implementation of the new wage scale shall receive a \$.40 per hour add on to their wage rate under the new wage scale of UT and Sr. UT.

**Section 29.2 Certification Bonus.** The City shall pay an annual lump sum bonus of \$500.00 to any employee who attains and/or maintains a Class "D" Certified Water Operator License; a Class "C" Certified Water Operator License; and/or a Class "1" "2" "3" and/or "4" Certified Wastewater Operators License. Payment for any or all licenses or certifications shall be cumulative but in no case shall exceed **\$3,000.00** annually. The bonus will be paid on the first payroll of December each year. To be paid for a certification in a given year the employee must attain the certification by June 30.

**ARTICLE 30  
COMMERCIAL DRIVER'S LICENSE (CDL)**

**Section 30.1 COMMERCIAL DRIVERS'S LICENSE (CDL)-** The City shall reimburse employees who are required to have a Commercial Driver's License for the fees over and above the standard driver's license fees required to obtain and maintain the CDL.

**ARTICLE 31  
ENTIRE AGREEMENT**

**31.1 Entire Agreement.** This Agreement, upon ratification, supersedes and cancels all prior practices, policies, procedures and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the City as provided in the management rights clause.

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 matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City of Naperville and Local Union No. 196, 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 the agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. Said waiver includes a waiver of any obligation to bargain over the impact of the City's exercise of its rights specified herein, on wages, hours or terms and conditions of employment.

The foregoing does not limit any right the union otherwise possesses to file a grievance pursuant to Article 4 of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

CITY OF NAPERVILLE

IBEW LOCAL NO. 196

\_\_\_\_\_  
Douglas A. Krieger  
City Manager

\_\_\_\_\_  
Derek Luetgert  
Assistant Business Manager

DATE: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Pam Gallahue, Ph.D.  
City Clerk

(SEAL)      DATE: \_\_\_\_\_

# APPENDIX A

## 4. PAID AND UNPAID TIME OFF

The City offers various time-off plans based upon date of hire.

Usage of vacation or PTO is governed by each department's work rules and is subject to supervisory approval. Scheduled paid time off should be arranged to result in minimal disruption to departmental operations. Department Directors or their designees will establish time off schedules sufficiently early each year so that employees can plan their time off.

Employees may carry over unused vacation or PTO accruals subject to established maximums; they need not use all of their accruals within the year they were earned. All accrued vacation/PTO will be paid out at the time an employee separates from employment.

### 4.2 Time Off Plan (TOP)

#### Paid Time Off (PTO)

TOP was implemented on June 9, 2001. All employees hired on or after June 9, 2001 until June 30, 2011 automatically have TOP as their leave plan unless their Collective Bargaining Agreement has other provisions

PTO is earned each pay period, effective with the first pay period of employment. Employees who regularly work less than a 40-hour workweek will have their PTO accrual prorated accordingly. Accruals are based on budgeted hours for the position, not on actual hours worked. For example, an employee in a 20 hour per week position who temporarily works 25 hours per week will still receive accruals based on the originally budgeted 20-hour work week.

PTO time will not accrue if an employee is unpaid for an entire pay period. PTO for full-time employees is earned according to the following schedule:

<b>Start of Service Year</b>	<b>Hours Accrued Per Year</b>	<b>* Hours Accrued Per Pay Period</b>	<b>** Maximum Accrual Allowed</b>
1 - 4	120	4.62	120
5 - 10	160	6.15	160
11 - 15	200	7.69	200
16	208	8.00	208
17	216	8.31	216
18	224	8.62	224
19	232	8.92	232
20+	240	9.23	240

**\*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.**

**\*\*When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.**

Employees paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) which are placed in their "Holiday Vacation Bank," as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Service Year	Hours Accrued Per Year	* Hours Accrued Per Pay Period	** Maximum Accrual Allowed
1 – 4	160	6.16	160
5 – 10	200	7.69	200
11 – 15	240	9.23	240
16	248	9.54	248
17	256	9.85	256
18	264	10.16	264
19	272	10.46	272
20+	280	10.77	280

\*Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

\*\*When the maximum accrual allowed is reached, accruals are capped and no further accruals are allowed until the accrued time is less than the maximum allowed.

#### PTO Cash Out (TOP)

Employees may cash out up to a maximum of 48 PTO hours each calendar year in which they have at least 640 hours of sick leave accrued.

#### Sick Leave (TOP) – Accumulation & Use

Employees on TOP will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 960 hours (accrual and limitation is prorated for employees scheduled less than 40 hours per week).

Employees who converted to TOP with an excess of 960 hours will not earn sick leave until their balance is reduced by utilization to below the 960 hour maximum. Sick leave will be earned in the same pay period as the employee's sick leave drops below 960 hours.

Employees may transfer a maximum of 48 unused PTO hours into their sick leave account annually if they have less than 960 hours of sick time accrued.

No sick leave will accrue if an employee is unpaid for an entire pay period.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.

- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge, and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

### Sick Leave (TOP) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

### Sick Leave (TOP) – Elimination Period

An employee may only utilize sick leave after a 2-day Elimination Period. The first full two days of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave. An employee may draw from PTO, floating holidays, exempt benefit days or compensatory time to satisfy a 2-day elimination period. Employees will have different elimination periods depending upon the



number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 20-hour elimination period (2, 10-hour days). Employees who work 5, 4-hour days, will have an 8-hour elimination period (2, 4-hour days). Unpaid leave may not be utilized to satisfy a 2-day elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 2-day elimination period has been satisfied first.

### Sick Leave (TOP) Donation Bank

A sick leave donation bank has been established to continue the income of eligible employees under the following circumstances:

- An employee's own non-job related, serious illness, until the employee is eligible to draw disability payments from his/her pension fund.
- To care for a member of an employee's immediate family (defined as an employee's spouse, parent or child) who has a serious health condition as defined under the Family and Medical Leave Act (FMLA) and is certified as such by a Physician.

Employees may withdraw a maximum of 160 sick leave hours during their employment with the City. To withdraw time from the Sick Leave Donation Bank, an employee must be a participant in the Bank. To participate, an employee must have at least 160 sick hours accrued and have donated at least 8 hours to the Bank. An employee may donate a maximum of 40 hours of sick leave to the Bank in any calendar year. Donations to the Sick Leave Bank are irrevocable.

To withdraw from the Bank, an employee must have depleted all other accrued leaves and have submitted all necessary documentation required under FMLA, IMRF or other pension fund. An employee who withdraws time from the Bank does not have to "repay" the Bank at a later date.

The requirements and benefits afforded under the Sick Leave Bank program are pro-rated accordingly for part-time employees.

### Sick Leave Incentive: 401(a) (TOP)

Each year, employees on TOP who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed (completed employment)	Days of Pay (based on full-time)
1-4 years	1.00 day (8 hours)

5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)
20-24 years	1.50 days (12 hours)
25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 13-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$216.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.35 days = \$216.00**

George is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. George utilizes 12 sick hours in a year. George is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th.

### Compensatory Time (TOP)

Compensatory time allows any non-exempt employee on TOP to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

A maximum of 40 hours of compensatory time may be accrued at any one time. Utilization of compensatory time is subject to supervisory approval. An employee may elect to have compensatory time paid out on any subsequent paycheck. (An employee may not take compensatory time off in the same pay period as that in which the compensatory time is earned.) All accrued compensatory time will be paid out at the time an employee separates from employment.

**In cases where a non-exempt employee is promoted or transferred to an exempt position, if they have accrued compensatory time, they must either use it before their effective promotion date, or cash it out, preferably prior to the start of their new exempt position.**

## 4.3 PTO - 11

### Paid Time Off (PTO-11)

The Paid Time Off – 2011 Plan hereafter referred to as PTO-11, was approved by the City Council on June 21, 2011 and was implemented on July 1, 2011. All employees hired on or after July 1, 2011, automatically have PTO-11 as their leave plan. The PTO-11 plan was amended and approved by City Council on January 21, 2020 for eligible employees to include the sick leave provisions outlined later in this policy. The amendments to PTO-11 were implemented on April 3, 2020.

Utilization of PTO during a new hire probationary period is subject to supervisory approval.

Full-time employees earn a total of 120 hours of paid time off (PTO) in the first year of employment. Employees who work less than a 40-hour workweek will have their PTO accrual prorated accordingly. PTO time will not accrue if an employee is unpaid for an entire pay period.

Employees will not be eligible to take PTO time during their first 30 calendar days of employment. After 30 days, 40 hours of PTO time will be placed in the employee's accrual bank. Separately, employees accrue the remaining hours over the remaining pay periods during their first 12 months (up to the annual maximum accrual allowed). These numbers are prorated for employees who work less than a 40-hour workweek.

Thereafter, every year on the employee's anniversary date, an additional 8 hours (or prorated amount) of PTO time will be added to their annual accrual, up to a maximum of 240 hours (*see the accrual schedule below*).

A maximum 1-years' worth of accrual of PTO time may be accumulated at any one time. When this maximum accrual allowed is reached, PTO accruals are capped and no further accruals occur until the accrued time is "used down" to less than the maximum allowed.

PTO is earned according to the following schedule effective August 1, 2013:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	120	3.08**	120
2	128	4.92	128
3	136	5.23	136
4	144	5.53	144
5	152	5.84	152
6	160	6.15	160
7	168	6.46	168
8	176	6.76	176
9	184	7.07	184
10	192	7.38	192
11	200	7.69	200
12	208	8.00	208
13	216	8.30	216
14	224	8.61	224
15	232	8.92	232
16+	240	9.23	240

\* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

\*\* 3.08 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO accrual bank.

Should a paid holiday fall within an employee's scheduled paid time off, his/her PTO accrual will not be charged.

Usage of PTO is governed by each department's work rules. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. All accrued PTO will be paid out at the time an employee separates from employment.

Employees in PTO-11 who are paid in lieu of holidays will accrue an extra 40 hours of PTO time (1.54 hours per pay period) or prorated amount, which are placed in their "Holiday Vacation Bank," as explained in the **Payment in Lieu of Holidays** section in this chapter. These employees working 40 hours/week will accrue as follows:

Start of Year	Annual PTO Accrual (hours)	*Accrual Per Pay Period (hours)	Maximum Accrual
1	160	4.62**	160
2	168	6.46	168
3	176	6.77	176
4	184	7.08	184
5	192	7.38	192
6	200	7.69	200
7	208	8.00	208
8	216	8.31	216
9	224	8.62	224
10	232	8.92	232
11	240	9.23	240
12	248	9.54	248
13	256	9.84	256
14	264	10.15	264
15	272	10.46	272
16+	280	10.77	280

\* Accrual is rounded on the last pay period of the calendar year to balance the accrual as required.

\*\* 4.62 hours will accrue each pay period for 26 pay periods. After 30 calendar days of employment, the employee will realize these accruals, plus an initial deposit of 40 hours of PTO in his/her PTO-11 accrual bank.

## Sick Leave (PTO-11) – Accumulation & Use

Employees on PTO-11 will accrue 80 sick leave hours per year (3.08 hours each pay period) up to a maximum of 480 hours (accrual and limitation is prorated for employees budgeted to work less than 40 hours per week). When this maximum accrual allowed is reached, sick accruals are capped and no further accruals occur until the accrued time is “used down” to less than the maximum allowed.

Sick leave may be granted for any of the following reasons:

- Incapacitation due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee's immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild.
- Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action up to and including discharge and will be considered part of the employee's overall performance. Sick leave will run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA), described later in this chapter.

Sick leave for employees on PTO-11 will not be paid out at retirement or separation, nor will it be used for IMRF service credit.

No sick leave will accrue if an employee is unpaid for an entire pay period.

## Sick Leave (PTO-11) – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use sick leave. In some cases, the department's written work rules or General Orders can supersede City policies related to sick leave documentation and notification.

If sick leave is used for more than five consecutive work days or in conjunction with a day off, a statement from a physician will be required confirming illness and indicating the need for time off. A supervisor will also require a statement from a physician confirming illness when there have been more than five instances of absence for sick leave in any one year. An illness for which a doctor's statement has been received will not be counted in determining whether five instances have occurred in any one year. For a continuing illness or condition, one annual

statement from a doctor will suffice for all sick leave usage arising out of the illness or condition for that year.

All employees are responsible for obtaining a physician's statement when required. If determined necessary, the City reserves the right to require an employee to be examined by a City appointed physician at the City's expense.

### Sick Leave (PTO-11) – Elimination Period

An employee may only utilize sick leave after a 1-day Elimination Period. The first full day of any instance of absence due to an employee's own illness or the need to care for an immediate family member (defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, sibling, grandparent, or grandchild) who is seriously ill or disabled will be drawn from paid leave accruals other than sick leave (e.g. PTO, comp. time, Safe Driver Day, etc.). Employees will have different elimination periods depending upon the number of hours in their scheduled workday. Employees who work 4, 10-hour days will have a 10-hour elimination period. Employees who work 5, 4-hour days, will have a 4-hour elimination period. Unpaid leave may not be utilized to satisfy the elimination period until all paid leaves have been exhausted.

For each intermittent FMLA claim for chronic conditions, employees will have to exhaust only one elimination period per 12-month FMLA claim, so long as the illness or disability is certified by a Physician under the FMLA, or it meets the FMLA definition of a serious medical condition.

Employees may not switch their planned PTO time to sick leave unless they are admitted to the hospital and a 1-day elimination period has been satisfied first.

### Sick Leave Incentive: 401(a) (PTO-11)

Each year commencing on July 1, 2020, employees on PTO-11 who utilize 3 or less workdays/24 hours of sick leave (pro-rated for part-time employees and those employees working a flexible schedule) will be eligible for a sick leave incentive. The incentive is calculated by multiplying the employee's current wage rate by the hour multiplier in the following table:

Years of service completed <u>(completed employment)</u>	Days of Pay <u>(based on full-time)</u>
1-4 years	1.00 day (8 hours)
5-9 years	1.15 days (9.2 hours)
10-14 years	1.35 days (10.8 hours)
15-19 years	1.40 days (11.2 hours)
20-24 years	1.50 days (12 hours)



25-29 years	1.75 days (14 hours)
30+ years	2.00 days (16 hours)

The following are examples to illustrate the design of the program:

Sam is a full-time, 9-year employee who works 8-hour days at an hourly wage rate of \$20.00 per hour. Sam utilizes only 10 sick hours in a year. Sam is eligible for a sick leave incentive of \$184.00 which is calculated as follows: **8 hours x \$20.00 per hour x 1.15 days = \$184.00**

Pat is a 2-year, part-time employee who works 20 hours per week (five days a week, 4 hours a day) at an hourly wage rate of \$15.00 per hour. Pat utilizes 12 sick hours in a year. Pat is eligible for a \$60.00 sick leave incentive as follows: **4 hours x \$15.00 per hour x 1 day = \$60.00**

The sick leave incentive will be paid by the City into the employee's individual 401(a) account. The City's contribution is pre-tax. Employees will manage their own investment options available in the 401(a) plan. All funds in an employee's 401(a) account are portable upon separation from employment.

The sick leave incentives will be paid by the end of August each year for the incentive year that runs from July 1st to June 30th.

## Compensatory Time (PTO-11)

Compensatory time allows any non-exempt employee on PTO-11 to bank payment for overtime hours worked and use it as paid leave time later on. Compensatory time can be earned only for hours over the 40 hours paid in a work week. For example, if an employee works 44 hours in a workweek, the four hours of overtime may be banked (at 1 ½ times the employee's regular rate of pay) as 6 hours of compensatory time.

A maximum of 40 hours of compensatory time may be accrued at any one time. An employee may elect to have compensatory time paid out on any subsequent paycheck. All accrued compensatory time will be paid out at the time an employee separates from employment.

## Bridge to IMRF Disability (PTO-11)

Employees possessing at least 1 year of IMRF service credit are potentially eligible for IMRF Short-Term Disability. IMRF Disability is the program that pays 50% of salary after a medically disabled employee has been out of work for 30 calendar days.

For those employees subject to a collective bargaining agreement that does not include PTO-11 sick leave and fail to possess sufficient paid time off accruals to reach this 31<sup>st</sup> calendar day, the City, then, will provide additional paid leave to that employee to "bridge the gap" until that 31<sup>st</sup> calendar day out (when the IMRF Disability benefit would normally engage assuming proper medical paperwork is received by IMRF).

This paid "Bridge to IMRF Disability" will only occur under the following circumstances:

1. The employee him/herself has a medical condition eligible for IMRF temporary disability benefits, and
2. The employee has applied for IMRF Disability leave, and
3. The employee has exhausted all PTO leave.

Paid hours under this program will be limited to the difference between an employee's remaining paid time off balance and the number of hours needed to reach the 31<sup>st</sup> calendar day. The paid time off bridge benefit will be limited to once in any 12-month period, per employee.

# APPENDIX B

## 4.6 Maternity/New Parent Leave

The Maternity/New Parent Leave was approved by City Council on January 21, 2020 for eligible employees beginning on January 22, 2020. Maternity/New Parent Leave provides employees paid time off for:

- the birth of a child and to care for the newborn child within one year of birth, or
- the placement of a child for adoption or foster care and to care for the newly placed child within one year of placement.

This policy will run concurrently with Family Medical Leave Act (FMLA) leave, as described in this chapter.

Up to 12 consecutive weeks of paid leave is given for *Maternity Leave*, to begin at the date of birth.

Up to 6 consecutive weeks of paid leave is given for *New Parent Leave*. These six weeks are all to be taken within one year of the qualifying event.

### Eligibility for Maternity/New Parent Leave

An employee must meet all of the following conditions in order to be eligible for Maternity/New Parent Leave:

- are a regular full-time or part-time non-union employee (i.e. not a temporary employee) or a regular full-time or part-time employee subject to a collective bargaining agreement that has adopted Maternity/New Parent Leave, and
- have been employed with the City for at least 12 months (the 12 months do not need to be consecutive), and
- worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence, and
- filed and meet the requirements as defined under FMLA.

Employees are eligible for *Maternity Leave* if they:

- have given birth to a child,

Employees are eligible for *New Parent Leave* if they:

- are a spouse of a woman who has given birth to a child or the father of the child, or
- have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger); the adoption of a new spouse's child is excluded from this policy.

## APPENDIX C

<b>City of Naperville 2022 Rates</b>					
	<b>Total Monthly Premium</b>	<b>80% Employer Monthly Rate</b>	<b>20% Employee Monthly Rate</b>	<b>City Cost per pay period</b>	<b>Employee Cost per pay period</b>
<b>Blue Cross Medical Plans</b>					
<b>HMO Blue Advantage</b>					
Employee	\$ 718.69	\$ 574.95	\$ 143.74	\$ 287.48	\$ 71.87
Employee + Spouse	\$ 1,421.84	\$ 1,137.48	\$ 284.36	\$ 568.74	\$ 142.18
Employee + Child(ren)	\$ 1,369.43	\$ 1,095.55	\$ 273.88	\$ 547.78	\$ 136.94
Employee + Family	\$ 2,144.52	\$ 1,715.62	\$ 428.90	\$ 857.81	\$ 214.45
<b>PPO Plan</b>					
Employee	\$ 828.78	\$ 663.02	\$ 165.76	\$ 331.51	\$ 82.88
Employee + Spouse	\$ 1,738.43	\$ 1,390.75	\$ 347.68	\$ 695.38	\$ 173.84
Employee + Child(ren)	\$ 1,714.72	\$ 1,371.78	\$ 342.94	\$ 685.89	\$ 171.47
Employee + Family	\$ 2,631.62	\$ 2,105.30	\$ 526.32	\$ 1,052.65	\$ 263.16
<b>PPO Plan - Health Savings Account</b>					
Employee	\$ 526.95	\$ 421.57	\$ 105.38	\$ 210.79	\$ 52.69
Employee + Spouse	\$ 1,109.32	\$ 887.46	\$ 221.86	\$ 443.73	\$ 110.93
Employee + Child(ren)	\$ 1,071.63	\$ 857.31	\$ 214.32	\$ 428.66	\$ 107.16
Employee + Family	\$ 1,659.69	\$ 1,327.75	\$ 331.94	\$ 663.88	\$ 165.97
<b>Delta Dental</b>					
Employee	\$ 39.90	\$ 31.92	\$ 7.98	\$ 15.96	\$ 3.99
Employee + 1 (Spouse or 1 Child)	\$ 81.90	\$ 65.52	\$ 16.38	\$ 32.76	\$ 8.19
Employee + Children	\$ 110.00	\$ 88.00	\$ 22.00	\$ 44.00	\$ 11.00
Employee + Family	\$ 138.60	\$ 110.88	\$ 27.72	\$ 55.44	\$ 13.86
<b>EyeMed Vision</b>					
Employee	\$ 6.32				\$ 3.16
Employee + One	\$ 12.36				\$ 6.18
Employee + Family	\$ 18.52				\$ 9.26

APPENDIX D

Wage Plan 2021 - 2025

		adjusted 2020	2.00% 2021	3.00% 2022	3.00% 2023	2.00% 2024	0.00% 2025
UT TECH	1	\$25.48	\$25.9896	\$26.7692	\$27.5722	\$28.1236	\$28.1236
UT TECH	2	\$26.33	\$26.8566	\$27.6622	\$28.4920	\$29.0618	\$29.0618
UT TECH	3	\$27.18	\$27.7236	\$28.5553	\$29.4119	\$30.0001	\$30.0001
UT TECH	4	\$28.03	\$28.5906	\$29.4483	\$30.3317	\$30.9383	\$30.9383
UT TECH	5	\$28.88	\$29.4576	\$30.3413	\$31.2515	\$31.8765	\$31.8765
UT TECH	6	\$29.74	\$30.3348	\$31.2448	\$32.1821	\$32.8257	\$32.8257
UT TECH	7	\$30.59	\$31.2018	\$32.1378	\$33.1019	\$33.7639	\$33.7639
UT TECH	8	\$31.44	\$32.0688	\$33.0308	\$34.0217	\$34.7021	\$34.7021
UT TECH	9	\$32.29	\$32.9358	\$33.9238	\$34.9415	\$35.6403	\$35.6403
UT TECH	10	\$33.14	\$33.8028	\$34.8168	\$35.8613	\$36.5785	\$36.5785
		<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
SR UT	1	\$27.54	\$28.0908	\$28.9335	\$29.8015	\$30.3975	\$30.3975
SR UT	2	\$28.63	\$29.2026	\$30.0786	\$30.9809	\$31.6005	\$31.6005
SR UT	3	\$29.71	\$30.3042	\$31.2133	\$32.1496	\$32.7925	\$32.7925
SR UT	4	\$30.80	\$31.4160	\$32.3584	\$33.3291	\$33.9956	\$33.9956
SR UT	5	\$31.88	\$32.5176	\$33.4931	\$34.4978	\$35.1877	\$35.1877
SR UT	6	\$32.97	\$33.6294	\$34.6382	\$35.6773	\$36.3908	\$36.3908
SR UT	7	\$34.05	\$34.7310	\$35.7729	\$36.8460	\$37.5829	\$37.5829
SR UT	8	\$35.14	\$35.8428	\$36.9180	\$38.0255	\$38.7860	\$38.7860
SR UT	9	\$36.22	\$36.9444	\$38.0527	\$39.1942	\$39.9780	\$39.9780
SR UT	10	\$37.31	\$38.0562	\$39.1978	\$40.3737	\$41.1811	\$41.1811

Note: Front Loaded