

RESOLUTION R-2022-63

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN
THE CITY OF WHEATON AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

WHEREAS, the Wheaton International Union of Operating Engineers (I.U.O.E), Local 150 is the collective bargaining representative for Wheaton's Public Works full-time and part-time employees in the following classifications: Public Works Supervisor, Maintenance Specialist, Maintenance Worker, Mechanic, Custodian, Electrician, Laborer; and

WHEREAS, the City of Wheaton and I.U.O.E Local 150, had a collective bargaining agreement which expired on April 30, 2021; and

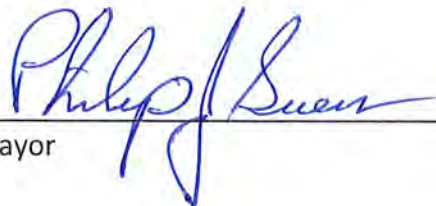
WHEREAS, the City of Wheaton and I.U.O.E Local 150 have negotiated a collective bargaining agreement; and

WHEREAS, the negotiating teams for the City of Wheaton and I.U.O.E Local 150 have recommended approval of a proposed labor contract to the union membership and the Wheaton City Council; and

WHEREAS, the I.U.O.E Local 150 ratified said agreement on July 26, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and I.U.O.E. Local 150, said agreement dated May 1, 2021 through April 30, 2026 and which is attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 1st day of August, 2022.



Mayor

Attest:



City Clerk

Ayes:

Roll Call Vote:

Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Fitch

Councilwoman Robbins
Councilman Weller
Councilman Barbier

Nays:

None

Absent:

None

COLLECTIVE BARGAINING AGREEMENT

MADE BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,

and

THE CITY OF WHEATON

MAY 1, 2021 THROUGH APRIL 30, 2026

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AGREEMENT

This Agreement has been made and entered into by and between the City of Wheaton, Illinois, (hereinafter referred to as the "City") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union") in a mutual effort to promote sound labor and management relations, and to provide the best possible services for the citizens of Wheaton. Both parties in accepting this contract recognize the mutual responsibilities of such an agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

ARTICLE I **RECOGNITION**

SECTION 1.1: RECOGNITION

As certified by the Illinois State Labor Relations Board, the City recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

INCLUDED: All full-time and regular part-time employees in the City of Wheaton Department of Public Works in the following classifications: Public Works Supervisor, Maintenance Specialist, Maintenance Worker, Mechanic, Custodian, Auto Maintenance Assistant, Electrician, Laborer.

EXCLUDED: Director, Assistant Director, Superintendents, Administrative Secretary, Office and Clerical Employees, Purchasing Officer, Electrical Services Manager, Street Services Manager, Seasonal Laborers, Public Works Engineer, Dispatcher and all supervisors, confidential and managerial employees as defined in the Illinois Public Labor Relations Act.

SECTION 1.2: NEW CLASSIFICATIONS

The City shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. The City shall negotiate with the Union over the wages and working conditions for any such classification.

ARTICLE II **UNION RIGHTS**

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Upon prior request and approval of the appropriate supervisor, an employee shall be allowed to attend meetings with management or supervisors scheduled on work time for the purpose of discussing disciplinary grievances provided the employee is directly involved in the matter or is a designated Union Steward.

Union Stewards shall be allowed to request to use paid leave (e.g., vacation, personal days, compensatory time) or unpaid leave (leaves of absence) for attending Union business. Such requests shall be handled under the same procedures and provisions of this Agreement that apply to such leave requests in all other situations.

SECTION 2.2: UNION BULLETIN BOARDS

The City shall provide one Union bulletin board at the Public Works Department and one at the Water Department. The Boards shall be for the sole and exclusive use of the Union, and shall be separate from other City bulletin boards. Postings shall be of a non-political and non-inflammatory nature and a copy shall each posting shall be provided to the Director of Public Works.

SECTION 2.3: UNION STEWARDS

The Union shall designate five (5) duly authorized bargaining unit representatives as the Stewards and will provide written notice to the City to identify the Stewards.

SECTION 2.4: RIGHT TO ACCESS

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

SECTION 2.5: NEW EMPLOYEES

Within 14 calendar days from the date of hire of a bargaining unit employee, the City shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone on file with the employer, date of hire, work email address and any personal email address on file with the employer.

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

ARTICLE III **UNION DUES**

SECTION 3.1: DEDUCTIONS

Upon receipt of a written authorization form submitted by a member of the bargaining unit, the City agrees to deduct the dues or any other authorized payments of any member of the bargaining unit from his/her pay; such payments shall be deducted monthly. The Union agrees to advise the Employer of any increase in dues in writing at least 30 days prior to its effective date; such deduction shall be remitted monthly to the Union at the address designated by it.

SECTION 3.2: INDEMNIFICATION

The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City in complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of the provisions of this Article.

ARTICLE IV **HOURS OF WORK AND OVERTIME**

SECTION 4.1: APPLICATION OF ARTICLE

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year.

SECTION 4.2: WORKDAY AND WORKWEEK

The normal workday for all full time employees is eight (8) consecutive hours and the normal work week is forty (40) hours of five consecutive calendar days, Monday through Friday. The normal work hours for full time employees are 7:00 a.m. to 3:30 p.m. with a one-half (½) hour unpaid lunch period, with the following exceptions:

- A. The work day for Water Division employees is from 7:00 a.m. to 3:30 p.m. with one-half (½) hour unpaid lunch period pursuant to Section 4.5. Management may assign a Water Department Employee to work from 8:30 a.m. to 5:00 p.m., with a one-half (½) hour unpaid lunch period pursuant to Section 4.5. This shift shall be filled first by a qualified volunteer (possessing the required skill and ability) or, if no volunteers, by rotation thereafter.
- B. The work day for custodians is 7:00 a.m. to 3:30 p.m. with a one half hour unpaid

lunch pursuant to Section 4.5.

- C. The work day for the night maintenance crew is 11:00 p.m. to 7:30 a.m., Monday through Friday (i.e. week begins on Sunday night and ends on Friday morning), with a one-half (1/2) hour unpaid lunch period pursuant to Section 4.5.
- D. The part-time laborer assigned to the Water Division shall be assigned work up to 20 hours a week, Monday through Friday, as directed by the Superintendent, in his sole discretion. The hours of work shall be mutually agreed upon by the employee and Superintendent (one week) in advance of the scheduled workweek.

Except in the event of an emergency or inclement weather, the City may not change, alter or modify the normal work schedule of employees unless the City and the employees mutually agree to a voluntary change in the schedule. The City agrees that changes in work hours will be infrequent.

Upon request of the Union, the City will agree to bargain the impact of any change in the employees' regular workweek which requires employees to work on Saturdays or Sundays.

SECTION 4.3: SNOW REMOVAL

Prior to the beginning of each winter season, all bargaining unit employees responsible for snow removal (including employees assigned to the cul-de-sac crew) shall be assigned to the First Shift (7 a.m. to 7 p.m.), the Second Shift (7 p.m. to 7 a.m.) or the sidewalk snow removal crew (hours vary) for purposes of snow removal; the shifts can be rotated if deemed reasonably necessary by the Director of Public Works. Full call-outs shall be considered mandatory overtime (pursuant to this Agreement), and partial call-outs (i.e. less than a full shift) shall be considered voluntary overtime. Should the City be unable to obtain enough volunteers after using its best efforts to secure volunteers for a partial call-out, it shall have the right to make mandatory overtime call-out assignments pursuant to this Agreement. Unless it is deemed necessary by the Director of Public Works, employees in the Water Department and the Public Works Custodian shall not be responsible for street snow removal. All call outs for snow removal, regardless of the length of time, shall be considered emergency overtime.

Employees shall be allowed to select shift assignment based on seniority subject to the Superintendent's approval, such approval not to be unreasonably denied and be allowed to trade shifts with other qualified employees with the Superintendent's approval. Qualified employees who wish to be assigned to a plow route shall be permitted an opportunity to do so. Two (2) mechanics shall be assigned to the Second Shift. Should fewer than two (2) mechanics volunteer for Second Shift, employees shall rotate Second Shift duty, according to mechanical standby list.

First Shift employees shall be called in for snow removal call-outs between 4 a.m. and 4 p.m. and shall be relieved at 7 p.m. Second shift employees shall be called in for snow removal call-outs between the hours of 4 p.m. and 4 a.m. and shall be relieved at 7 a.m. Second Shift employees shall be compensated at the straight-time rate for the first eight (8) hours of call-in duty, and at the appropriate overtime rate thereafter. The City shall make every reasonable effort to

send all second shift employees home by 12:00 p.m. for a pending snowstorm.

Employees on the sidewalk snow removal crew shall be called-in at various times, to be determined by the employees and their supervisors.

SECTION 4.4: WATER MAIN EMERGENCIES AFTER NORMAL WORKING HOURS

Unless the severity of the emergency necessitates additional help, water main emergencies shall be repaired by a three person crew. There shall be three categories of rotating employees on the Water Main Emergency lists. Category (1) shall include the four (4) most qualified distribution employees as determined by the Water Superintendent or designee. Category (1) will be the Crew Chief, responsible primarily but not limited to the running of the job and operation of the backhoe. Category (2) shall include the next four (4) most qualified distribution employees as determined by the Water Superintendent or designee. Category (2) personnel duties will be primarily but not limited to the hole work and repairs as needed. Category (3) shall include the four most qualified plant/metering employees as determined by the Water Superintendent or designee. Category (3) personnel will assist Category (1) and Category (2) in repairing main emergencies. The Superintendent or designee shall seek qualified volunteers to temporarily move between categories when needed. In the event there are no volunteers, the least senior employee who is qualified will be required to move between categories.

When an emergency occurs after hours, the standby person will check the emergency, call the top person in Categories 1, 2 and 3, call J.U.L.I.E., call supervisors and get shut down information together. The people at the top of Categories 1, 2 and 3 will have 15 minutes to respond to a call. Following official notice of the emergency they will have normally 60 minutes to respond to the Water Division and begin repairs. Employees shall rotate to the bottom of the list upon occurrence of a main emergency. The employee in each category shall notify the next person on the list prior to beginning the emergency. If they cannot reach the next person, they shall call the third, fourth or fifth person in order. If they cannot contact anyone in their category they will remain on the list until the next person in line can be contacted. They shall also leave a card with the main emergency list, of the date and time when the next person in line was made aware they are now at the top of the category.

Employees may switch places or find replacements with prior approval of the Superintendent or designee. To make contacting easier the City will provide cell phones to the top person in each of the three categories. The cell phone will be left at the Water Division for pick up by the next person.

SECTION 4.5: LUNCH/REST PERIOD

- A. Bargaining unit employees shall be granted a one-half (1/2) hour lunch near the mid-point of each work shift. However, where the requirements of the job dictate that employees work through their lunch period and the supervisor so assigns them to keep working, employees shall be allowed to leave work thirty (30) minutes early. Employees required to work through their lunch period who cannot leave early shall be compensated one-half (1/2) hour pay at the appropriate rate of pay.

- B. Bargaining unit employees shall be granted two (2) fifteen (15) minute paid breaks each day, one during the first half of the work shift and one during the second half of the work shift. Employees shall be on the work site at the beginning and end of the break period.

SECTION 4.6: MANDATORY REST PERIOD

Public Works employees are not required to work more than fourteen (14) hours straight without having at least a minimum of eight (8) hours rest. The only exception to this rule is in situations of emergency. An employee may be permitted to work beyond a fourteen (14) hour period as previously described with supervisor permission if in the supervisor's opinion the employee is mentally alert and shows no visible signs of exhaustion or fatigue. Employees who inadvertently work beyond fourteen (14) hours without supervisory approval will not be disciplined.

SECTION 4.7: OVERTIME COMPENSATION

Employees shall be paid overtime pay at the rate of one and one-half (1.5) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in one week. For purposes of this Article, "hours worked" shall be defined to include those hours for which the employee actively performs services for the City as well as Funeral Leave, Comp. Time, Personal Leave, Sick Leave, and Vacation Leave. Overtime shall be assigned as needed by the Director of Public Works or his designee(s) pursuant to this Article IV. Employees working on holidays and observed holidays shall be paid double time.

SECTION 4.8: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee and the City. Employees shall give as much notice as possible when using compensatory time and shall be approved within 24 hours when practical. Requests will not be denied solely based on lack of notice. Compensatory time off must be used within three hundred and sixty-five (365) days of when earned. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than sixty-five (65) hours of compensatory time. Compensatory time will not be granted for time blocks of less than one (1) hour, and blocks that are less than a full day must be scheduled at the start or the end of the shift.

SECTION 4.9: OVERTIME DISTRIBUTION

The Department Head or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. The Department Head or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. The Department head or his designee will make overtime assignments with-in the division that normally performs the work in which the overtime is needed. Earnest effort will be made to equalize overtime opportunities within each division. For overtime

work which has traditionally been performed by all members of the Public Works Department, reasonable effort will be made to equalize overtime opportunities. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess.

The above procedure shall not apply to emergency overtime such as snow removal operations, water main emergencies, and stand-by call outs.

SECTION 4.10: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Call backs shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, beginning when the employee punches in. There shall be a guaranteed minimum of two (2) hours at such overtime rate of pay for each callback. Emergency assignments of work preceding an employee's regularly scheduled start time by less than one hour shall not be treated as "call backs." Such assignments of work shall be compensated as though the employee began their shift at the earlier call out time and shall be paid at the appropriate rate of overtime pay for that time spent working during the one hour immediately preceding his shift. All other call outs shall be compensated at the guaranteed minimum of two (2) hours of overtime pay for each call back.

SECTION 4.11: ON-CALL PAY

All personnel who are required to carry mobile phones shall be compensated in the amount of four (4) hours of overtime pay per week. On-call pay will not count as hours of work for FLSA purposes. There shall be no pyramiding of on-call pay. An employee must return the call within 15 minutes and when required report on site as soon as possible within 1 hour of returning the call to be eligible for on-call pay for the week, unless extenuating circumstances exist. In lieu of paid overtime, employees may opt to earn comp time.

It is recognized that there are times when an employee can resolve the issue for which he is being called without physically reporting to a work site such as by telephone, internet or other means. It is recognized that such time is infrequent, sporadic and not susceptible to precise measurement. Therefore, when an employee performs work to respond to a call in this manner, the employee shall be paid actual time worked at the appropriate rate of pay, unless such work is less than 12 minutes total in one non-work period (i.e. the time he is on call but not actually at work). For example, if an employee receives a call and handles the call from home in less than 12 minutes, he will not be paid. However, should the employee receive more than one call which total 12 minutes or more during one non-work period (as defined above), he shall be paid for actual time worked at the appropriate rate of pay. Time actually worked in these circumstances will count as hours of work for FLSA purposes. Employees shall keep accurate records of said calls and work time and report such time in any manner required by the City. The City may audit such time periodically. Employees shall cooperate with such audits and make any information available to the City as is needed to verify the time worked. Falsification of time reports constitutes theft for which an Employee may be subject to discipline including discharge.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

The parties shall agree upon an existing seniority list. After agreement upon the initial seniority list, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee with the City's Public Works Department. Employees hired on the same date will be ranked in order of seniority alphabetically based on their last name. Seniority accrues retroactively after completion of the probationary period set forth below.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An employee's employment with the City shall be considered terminated and his seniority broken when he or she:

- (a) Quits;
- (b) Is discharged for just cause (probationary employees without just cause);
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of one year;
- (d) Retires;
- (e) Fails to report to work at the conclusion of an authorized leave of absence or when fit to return to duty after a medical leave as determined by the employee's doctor. Should the City disagree with the physician, it shall have the right to send the employee to a doctor of its own choosing and expense. Should there be a disagreement between the two doctors, the employee and the City shall mutually select a neutral third doctor whose opinion shall control. The cost of the third doctor shall be borne equally by the employee and the City;
- (f) Is laid off and fails to report for work within fifteen (15) work days of being recalled;
- (g) Fails to report to work or notify the City during an absence of three (3) consecutive work days unless the employee is unable to do so for reasons beyond his/her control which could not be reasonably anticipated or planned for.

SECTION 5.3: SENIORITY LIST

An updated seniority list will be posted by May 15th of each year. Objections to the accuracy of the list must be made, in writing, to the Director of Public Works within ten (10) working days of the posting. If no objections are made within ten (10) working days of the posting or any revisions thereof, the list shall be deemed accurate. Copies of this list shall be sent to the Union and provided to the Union Stewards.

ARTICLE VI
FILLING OF VACANCIES

SECTION 6.1: POSTING

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

SECTION 6.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the City will fill those vacancies by employing the most qualified applicant for the vacancy. The "most qualified applicant" shall be defined as the one who has the greater skills, performance record, and experience. Provided that skills, performance record, and abilities are equal, the City agrees to fill vacancies with the most senior bargaining unit employee who applies for the vacancy.

SECTION 6.3: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. Upon the recommendation of the Director of Public Works, the City Manager may extend a new employee's probationary period for up to three (3) additional months. Upon promotion, for a period of three (3) months an employee can be demoted without cause to his/her previous position. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During a new employee's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the City without recourse to the grievance procedure.

ARTICLE VII
LAYOFF AND RECALL

SECTION 7.1: DEFINITION AND NOTICE

The City in its discretion shall determine whether layoffs are necessary and shall determine which positions or classifications will be subject to layoff. The City shall give the Union at least thirty (30) days notice of any layoffs and the Union shall have the right, and the City shall be obligated, to negotiate over the effects of a layoff upon any bargaining unit employees.

SECTION 7.2: GENERAL PROCEDURES

If it is determined by the City that layoffs are necessary in any position covered by this Agreement, any temporary or part-time employees in the affected position shall be laid off first, followed by probationary employees in the affected position, and then followed by the least senior employees in the position in inverse order of their seniority. The City may layoff employees out of this inverse order of seniority in a position or classification if it determines that retention of a less senior employee is necessary to perform the remaining work based on relative skills and abilities.

In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into any classification or position he may have held (provided it is not a higher level position), provided that he has more seniority than any other person in that classification or position, and further provided that he is qualified to perform the duties of the position within five (5) working days of training and experience. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth in the paragraph above, although he may then likewise exercise any bumping rights he might have under this Section. This procedure will be followed until any bumping rights are exhausted.

SECTION 7.3: RECALL OF LAID-OFF EMPLOYEES

Laid off employees shall be placed on a recall list for a period equivalent to one year. If there is a recall in the employee's job classification or position, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they will be recalled without additional training or if they could become qualified within five (5) work days of training and experience. Employees on layoff who are recalled to work shall maintain the seniority they accumulated before the layoff. Employees who are eligible for recall shall be given fifteen (15) work days' notice of recall commencing upon the date of delivery of the recall notice at the employee's last address on file with the City by certified mail, return receipt requested. The recalled employee shall notify the City's Human Resources Director whether or not the employee will return and accept the recall. This should be done as soon as practicable. The recalled employee shall report for duty within fifteen (15) work days following receipt of the recall notice. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the City with his/her current address. If an employee fails to timely report for duty following receipt of a recall notice, his/her name shall be removed from the recall list.

ARTICLE VIII
DISCIPLINARY PROCEDURES

SECTION 8.1: JUST CAUSE

Employees shall not be given written reprimands, discharged or suspended except for just cause.

SECTION 8.2: TYPES OF DISCIPLINE

The following are illustrative of the types of discipline the City may administer:

- (A) Oral Warning;
- (B) Written reprimand;
- (C) Suspension Without Pay;
- (D) Demotion; or
- (E) Discharge.

Discipline shall be appropriate for the circumstances. In instances of poor work performance, inefficiency, and absenteeism and tardiness, progressive discipline will be imposed prior to discharge.

ARTICLE IX
PERSONNEL RECORDS

SECTION 9.1: ACCESS TO PERSONNEL FILES

Upon reasonable request, employees or their authorized Union representatives shall have the right to review the contents of their personnel files subject to the following:

- a. Inspections shall occur at a time mutually agreeable to the City and the employee;
- b. A single copy of any materials in an employee's personnel file shall be provided at the City's expense within two (2) work days;
- c. Pre-employment information and any other information provided in confidence shall not be available for inspection or copying; and
- d. Employees may attach dissents or replies to any material in their personnel file.

For purposes of this Article, personnel records shall refer to files held at City Hall and those at Public Works.

SECTION 9.2: ANNUAL EVALUATIONS

Disciplinary records shall not be considered as part of an employee's annual evaluation more than twelve (12) months after the event which led to disciplinary action, provided the conduct which led to the discipline has not recurred during that twelve (12) month period.

ARTICLE X
GRIEVANCE PROCEDURE

SECTION 10.1: GRIEVANCE DEFINED

A grievance is defined as any difference of opinion, complaint or dispute, including suspensions or discharges of an employee, between the Union or any employee and the City regarding the application, meaning or interpretation of this Agreement.

SECTION 10.2: GRIEVANCE STEPS

A grievance filed against the City shall be processed in the following manner:

Step 1 - An employee or Union representative who has a grievance shall submit the grievance in writing to the employee's Superintendent specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than ten (10) business days from the date of occurrence of the event giving rise to the grievance or ten (10) business days from when the grievant, through normal diligence, should have become aware of the occurrence. The Superintendent shall render a written response to the grievant and the Union within ten (10) business days after the grievance is presented or within ten (10) business days of any meeting between the parties if such a meeting is called by the Superintendent. Should a meeting be called it shall be scheduled through mutual agreement between the Superintendent and the Local 150 business representative. The grievant, Union Steward and business representative shall be permitted to attend all grievance meetings.

Step 2 - If the grievance is not settled in Step 1 and the employee or the Union, if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Public Works within ten (10) business days of receipt of the response in Step 1. The grievance in Step 2 shall specifically state the basis upon which the grievant believes that the grievance was improperly denied at the previous step in the grievance procedure. The Director of Public Works or his/her designee(s) shall investigate the grievance and if he/she deems appropriate during the course of such investigation, shall offer to discuss the grievance with the grievant, Union Steward and an authorized business representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director of Public Works or his/her designee(s) shall provide a written answer to the Union, within ten (10) business days of the receipt of the grievance at Step 2 or within ten (10) business days of any meeting between the parties if such a meeting is called. If a settlement is reached it shall be reduced to writing and signed by the parties.

Step 3 - If the grievance is not settled in Step 2 and the Union desires to appeal, it should be referred in writing to the City Manager within ten (10) business days after receipt of the Director's response in Step 2. Thereafter, the City Manager or his/her designee(s) shall meet with the grievant, Union Steward and a business representative of the Union within ten (10) business days at a mutually agreeable time to discuss the grievance. The City Manager shall submit a written answer to the Union and the grievant within ten (10) business days following the meeting.

Step 4 - Arbitration - If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance, it may refer it to arbitration, as described below, within fifteen (15) business days of receipt of the City Manager's written answer provided in Step 3.

- a. The parties shall attempt to agree upon an arbitrator and a joint statement of the issue or issues. In the event that the parties are unable to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral to arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members in good standing of the National Academy of Arbitrators. The parties shall alternatively strike names from the list until only one (1) name remains. The Union shall strike the first name from the first list, and the parties shall alternate first strikes thereafter. The arbitrator shall be notified of his/her selection by the parties and requested to set up a time and a place for the hearing subject to the availability of the employer and Union representative. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.
- b. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at the third step or any other issue raised by the Union prior to the request to proceed to arbitration. The arbitrator will have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, the Union and the employees covered by the Agreement.
- c. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and the Union; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.

- d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties whichever is later.

SECTION 10.3: MISCELLANEOUS

- A. Time limits for filing, appealing or responding to grievances may be extended by express agreement between the City and the Union. If the City or any of its representatives fails to respond within the required time limits, the grievance shall automatically be moved to the next step. The City must, however, provide a written response at Step 3.
- B. All grievance discussions and investigations shall take place at mutually agreeable times and in a manner which does not interfere with the City operations. If mutually agreed upon times occur during an employee's duty shift, the employee shall be allowed to attend such meeting without loss of pay. Employee's attendance at such meetings shall not occasion the payment of overtime.
- C. In grievance cases involving suspensions without pay or involuntary terminations, the Union may elect to file a grievance directly at Step Three.

ARTICLE XI

HOLIDAYS

SECTION 11.1: GENERAL INFORMATION

All full time bargaining unit employees shall receive the following paid holidays:

1. New Year's Day;
2. President's Day;
3. The Friday before Easter;
4. Memorial Day;
5. Independence Day;
6. Labor Day;
7. Thanksgiving Day;
8. The Friday after Thanksgiving;
9. Christmas Day;
10. Two (2) Personal Days. Employees must work at least three (3) months before taking a personal day. A new employee who works less than six (6) months in the fiscal year shall earn one (1) personal leave day while an employee who works more than six months during the fiscal year shall earn two (2) personal days. Employees with twenty-five (25) or more years of service or who reach 25 years of service by January 1, 2005, shall receive three (3) personal days.

SECTION 11.2: SPECIFIC APPLICATIONS

- (A) If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off and Sunday holidays shall be designated as Monday off.
- (B) If the City declares any additional dates as City holidays for any other City employees, bargaining unit employees shall also be granted a paid holiday on such dates.
- (C) Personal Days may be used in half day increments. Employees seeking to use a personal day must give at least seventy-two (72) hours advance notice where practicable. The scheduling of personal days is subject to prior approval of the Department Head, such approval not to be unreasonably withheld. Personal days must be taken off in the fiscal year in which they are earned.
- (D) In the event an employee does not work the scheduled day before or the day after the holiday, the employee may be required to provide satisfactory proof of illness or otherwise excused absence before receiving holiday pay.

SECTION 11.3: HOLIDAY PAY

All full time employees shall receive eight (8) hours pay for each holiday. In addition, employees who work on a holiday and observed holidays shall be compensated at two (2) times their regular rate of pay.

ARTICLE XII **VACATIONS**

SECTION 12.1: VACATION

Tier I

Bargaining unit employees hired prior to 11/22/2011 shall earn paid vacation days on a monthly basis in accordance with the following schedule:

<u>Service Time</u>	<u>Vacation Available</u> (work days per year)
First Four Years	10 per year
Fifth Year	15 per year
Sixth Year	16 per year
Seventh Year	17 per year
Eighth Year	18 per year
Ninth Year	19 per year
Tenth Year	20 per year
Eleventh Year	21 per year
Twelfth Year	22 per year
Thirteenth Year	23 per year

Fourteenth Year	24 per year
Fifteenth Year and After	25 per year

Tier 2

Bargaining unit employees hired just after 11/22/2011 shall earn paid vacation days on a monthly basis in accordance with the following schedule. The schedule below applies for all new hires after 11/22/2011 provided the City implements the same schedule for all new hires, except employees subject to interest arbitration.

<u>Service Time</u>	<u>Vacation Available</u> (work days per year)
First Four Years	10 per year
Fifth Year	15 per year
Sixth Year	16 per year
Seventh Year	17 per year
Eighth Year	18 per year
Ninth Year	19 per year
Tenth Year and after	20 per year

If part time employees work a minimum of twenty (20) hours a week for at least twelve (12) consecutive months, on their anniversary date the employees shall be credited with three (3) days of vacation. Such vacation days may not be carried over beyond the employee's next anniversary date.

SECTION 12.2: VACATION USAGE

- (A) A Vacation Day shall not be charged should a Holiday fall during an employee's scheduled vacation period.
- (B) Employees may accumulate up to one (1) year of accrued vacation leave according to the schedule in Section 12.1. Accumulation of additional time must be approved in writing by the City Manager.

For employees with excess vacation accrual over their one-year eligibility rate as of 12/31/2011, the following will apply:

1. One-half of the excess accrual will be paid out as a one-time payment into a retirement savings-type plan like ICMA or payment into the Union Retiree Medical Savings Plan (RMSP) upon ratification and City Council approval, with the expected date to make this election no later than 2/15/2012; and
2. Remaining excess vacation accrual shall be utilized on a pro rata basis per each contract year.
3. Any excess vacation accrued as of 4/30/2016 will be forfeited.

4. The Union accepts the above proposal provided that the City implements a similar schedule of vacation payout/use for all employees except those subject to interest arbitration and/or previous red-circling.
- (C) New employees shall be eligible for vacation usage after successfully completing six (6) months of service.
- (D) Vacation may be used in increments of two (2) hours or more. Vacation can be used in smaller increments if the job assignment for that day is completed and the employee receives permission from the Division Superintendent or designee. Such approval shall not unreasonably be denied.

SECTION 12.3: ACCUMULATED VACATION AT SEPARATION

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

SECTION 12.4: VACATION SELECTION

Vacation requests may be submitted to the Superintendent or his designee on a first-come, first-served basis within each department. Vacation requests will not be unreasonably denied. Simultaneous requests shall be considered in order of seniority. Written vacation leave requests made at least three (3) work days in advance shall be approved or denied within one (1) work day of the request, when practicable. Mechanics may use vacation during the winter months, but only if coverage is available.

SECTION 12.5: ADVANCED VACATION LEAVE

Up to two (2) advanced vacation leave days may be made available to employees as approved by the Director of Public Works.

ARTICLE XIII **SICK LEAVE**

SECTION 13.1: ACCRUAL AND ACCUMULATION

Tier 1

All full time bargaining unit employees shall be credited with one (1) paid sick leave day for each full month of service. Such days may accumulate to a maximum of one hundred (100) sick days. Sick days will not accrue beyond one hundred (100) days. For the purpose of IMRF accrual only (i.e., the days cannot be used for usage, but can be used for IMRF purposes only), the following shall apply: employees will accrue ½ day per month for any months in which the employee has

over 100 days accrued.

This entire Tier 1 applies only provided the City implements the same schedule for all employees except those subject to interest arbitration.

For employees with a sick leave accumulation in excess of 100 days as of 11/22/2011:

- a. Sick leave balances as of 11/22/2011, will become the individual employee's accumulation maximum.
- b. As sick leave balance is reduced; individual accumulation maximum shall also be reduced.

Tier 2

Full time bargaining unit employees hired after 11/22/2011 shall be credited with one (1) paid sick leave day for each full month of service. Such days may accumulate to a maximum of 75 days, thereafter, days will accumulate at a rate of one-half day per month to a maximum of 100 days. This shall apply to all new hires after 11/22/2011, provided the City implements the same schedule for all new hires (except employees subject to interest arbitration).

SECTION 13.2: SICK LEAVE USE

Sick leave shall not be considered a privilege which an employee may use at the employee's discretion, but shall be allowed in the event of actual sickness or disability of the employee. Sick leave may also be granted to meet medical or dental appointments which cannot be reasonably scheduled during non-working hours, and in the event of an illness or injury of an immediate family member which requires the presence of the employee. If a pattern of sick leave abuse occurs, the City reserves the right to impose discipline, up to and including discharge in accordance with the collective bargaining agreement.

SECTION 13.3: SICK LEAVE REQUESTS

Immediately upon return to work, employees must submit a Request for Sick Leave to the appropriate supervisor.

SECTION 13.4: PHYSICIANS CERTIFICATE/PHYSICAL EXAMINATIONS

- A. In cases of suspected abuse, the Director of Public Works, or his designee(s), may require a physician's certificate, at the employee's cost, as a condition of granting sick leave of any duration.
- B. The Director of Public Works, or his designee, will normally require an employee who is off on sick leave for more than five (5) consecutive work days to submit a physician's certificate, at the employee's cost. The certification should indicate the specific nature of the illness or injury and a prognosis as to the earliest date when the employee will be able to return to work. In the event the employee does not return to work with the time frame established by the physician, the City may require the employee to have the physician's certificate updated at the employee's cost.

- C. The Director of Public Works may also require an employee to submit to a complete physical by a physician designated by the City when, in his judgment, the performance of the employee has become seriously limited by virtue of impaired health. The cost of such examination shall be the responsibility of the City. Should an employee disagree with the physician, he shall have the right to submit a report from a doctor of his own choosing and at his own expense. Should there be a disagreement between the two doctors, the employee and the City shall mutually select a neutral third doctor whose opinion shall control. The cost of the third doctor shall be borne equally by the employee and the City.

SECTION 13.5: SICK LEAVE BUY BACK

Full time bargaining unit employees who qualify may turn in up to two (2) sick days for full payment at the employee's present rate of pay according to the schedule below. In lieu of buying back a sick leave day, an employee may choose to take up to two (2) personal days. The personal leave day(s) must be taken prior to May 1st. The number of days the employee buys back or takes as a personal day will then be deducted from the sick leave earned and any remaining days will accumulate with those of previous years. Employees must notify the Director of Public Works in writing by the November deadline if they wish to participate in the buy back program.

<u>Number of Sick Days Used in a Twelve Month Period</u>	<u>Number of Days Eligible for Buy Back</u>
0 - 3	2
3.1 - 4	1½
4.1 - 5	1
5.1 - 6	½
6.1 - 12	0

For purposes of determining the number of sick leave days used in a year, the twelve (12) month period begins November 1 of each year. New employees will be required to wait until November 1 to begin eligibility for this program.

SECTION 13.6: SICK LEAVE ADVANCE

Sick leave may be advanced to employees by the department head if, in his/her opinion, such advancement is justified.

SECTION 13.7: SICK LEAVE BANK

Employees covered by this agreement shall have all the privileges and rights as described in the City's Employee Health Leave Bank as amended by the City from time to time.

SECTION 13.8: RETIREMENT

Tier I

Employees who retire after twenty (20) years of service and at their pensionable age, may receive a cash payment of unused accrued sick time at a rate of one-half (1/2) day per accrued day of sick leave, with any remaining balance applied to IMRF pension credits under the applicable IMRF rules and regulations. At no time will greater than fifty (50) days be paid out at retirement, unless such employee is grandfathered under Section 13.1.

Tier II

Employees hired after 11/22/2011 will not be eligible for the payment of unused accrued sick leave. This applies for all new hires after 11/22/2011 provided the City implements the same schedule for all new hires, except employees subject to interest arbitration.

ARTICLE XIV LEAVES OF ABSENCE

SECTION 14.1: FUNERAL LEAVE

Funeral leaves of up to 24 work hours per incident may be granted with pay due to a death in a full time employee's immediate family. Requests for such leave must be submitted to the Department head, in writing, prior to the use of any such leave, unless it is impossible to do so.

- A. Requests for funeral leave are not granted automatically, but shall be granted after proper notification to the Department head has been made.
- B. Immediate family is defined as spouse, child, brother, sister, parent, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, grandchildren, daughter-in-law, son-in-law, grandparents-in-law, brother-in-law or sister-in-law of the employee or any other person dependent upon the employee's care.

SECTION 14.2: FAMILY AND MEDICAL LEAVE

The City's policy on the FMLA shall be in effect for all employees covered by this agreement as described in City Policy, Chapter 8 as it existed on the effective date of this agreement.

SECTION 14.3: JURY DUTY OR WITNESS LEAVE

An employee whose service on a jury, or appearance in court as a witness in a case related to work, occurs during hours that the employee would have been regularly scheduled to work shall receive full pay. This section does not apply to any case where the employee is testifying against the City.

SECTION 14.4: MILITARY LEAVE

Full-time, non-introductory employees who, as a member of any reserve component of the United States Armed Forces, including the Illinois National Guard, are ordered for training, shall be paid in accordance with the Military Leave of Absence Act (5 ILCS 325/0.01). During leaves for annual training, the employee is entitled to receive his/her regular compensation. During leaves for basic training and up to 60 days for advanced or special training, the employee's usual compensation must be continued but can be reduced by the base pay of military service.

SECTION 14.5: DISCRETIONARY LEAVE OF ABSENCE

Employees may petition through the Director for a discretionary leave of absence. Discretionary leaves of absence without pay are granted for reasons of additional education and training or due to health and welfare problems of the employee or the employee's family or other family emergencies.

ARTICLE XV **INSURANCE**

SECTION 15.1: HEALTH AND WELFARE BENEFITS

The Employer and the Union agree that the bargaining unit employees will not be covered under the Employer's group health and dental insurance plan (currently offered through the Intergovernmental Personnel Benefit Cooperative – IPBC) for the contract period of May 1, 2020 through June 30, 2024. Bargaining unit employees will continue to participate in Plan A administered by the Midwest Operating Engineers Welfare Fund at the following monthly rates, which shall be paid by the Village:

Effective May 1, 2021	Single: \$799; Single plus 1: \$1,597; Family: \$2,436 (Rate increase from previous year retroactive to May 1, 2021 for each covered employee)
Effective May 1, 2022	Rate increase capped at 5% (Rate increase retroactive to May 1, 2022 for each covered employee).
Effective May 1, 2023	Rate increases capped at 10%.
Effective May 1, 2024	Rate increases capped at 10%.

Beginning on July 1, 2024, the City will provide medical insurance benefits to Employees and their eligible dependents on the same basis as is provided to non-bargaining unit City employees except that bargaining unit employees not electing the Wellness Incentive shall pay 20% of the City's monthly premium for the applicable category of coverage; bargaining unit employees electing the Wellness Incentive shall pay 16% of the City's monthly premium for the applicable category of coverage in accordance with the schedule listed below, but the annual employee contribution shall not increase by more than 15% in any one year.

The amount will be paid through the pre-tax deductions available through the City (Flex Plan). The City reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools, PPO networks, medical providers, covered benefits, maximum limits, deductibles, and co-payments, so long as such changes apply equally to non-

bargaining unit employees of the City. Changes to the insurance plan shall not be made for arbitrary, capricious, or discriminatory reasons.

PPO & HMO, Without Wellness Incentive

	July 1, 2024
Single	20% of City's Cost
Single +1	20% of City's Cost
Family	20% of City's Cost

PPO & HMO, With Wellness Incentive

	July 1, 2024
Single	16% of City's Cost
Single +1	16% of City's Cost
Family	16% of City's Cost

Employees on unpaid leave of absence of fourteen (14) calendar days or more or serving an unpaid suspension over fourteen (14) calendar days shall be responsible for 100% (or a pro-rated amount for time greater than 14 days but less than 30 days) of their insurance coverage under COBRA plus applicable administrative fees. The only exceptions are unpaid leaves of absences where the Employer may be obligated under federal or state law to continue its payment of insurance premiums, such as under the Family and Medical Leave Act (FMLA).

Bargaining unit members must notify the Human Resources Director in writing of any changes in life status that may impact whether the employee has dependent insurance coverage, such as marriage, birth, death, divorce, legal separation, dependent reaching limiting age, etc. Such notice must be received by the Human Resources Director within thirty-one (31) days of the event occurring. Failure to notify the Human Resources Director in writing on a timely basis of life status changes shall result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

The Union is solely responsible for the administration of COBRA, HIPAA and other applicable federal and state mandates for the Union's insurance plans. In order for the Union to offer coverage under COBRA, HIPAA, or other applicable federal and state mandates, the employee must notify the Union's Plan of the applicable change in life status in accordance with the union Plan's requirements. Failure by the employee to notify the Union on a timely basis of life status changes shall result in the employee being responsible for payment of the premium's or claims paid for an ineligible participant, and/or in denial of coverage by the insurance carrier or plan sponsor.

The Union recognizes that all health and dental insurance claim inquiries, complaints and grievances are not the responsibility of the Employer. The extent and scope of coverage under the union's Plan shall be resolved according to the terms and conditions of said plan and shall not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement.

As long as the City makes timely payments for the coverage of bargaining unit employees under the Union's Plan as provided above, the Union shall indemnify and hold harmless the City, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of the City's agreement to pay for insurance coverage for bargaining unit employees under the Union's Plan.

SECTION 15.2: RETIREE HEALTH INSURANCE.

Throughout the term of the parties' collective bargaining agreement and for so long as required by law, the Union and the authorized Trustees of the Union's Plan represent and agree that they will comply with all applicable laws to ensure that the Union's Plan offered to bargaining unit employees who leave or left service with the City prior to June 30, 2024, includes retiree health insurance to covered bargaining unit employees sufficient to satisfy the obligations of both the City and the Union as required by applicable law, including the Municipal Employees' Continuous Coverage Privilege, 215 ILCS 5/367. Nothing herein shall be constructed to require the City to pay for any of the cost of the Union's Plan for retirees, during retirement.

SECTION 15.3: LIFE INSURANCE

During the term of this Agreement, the City will provide term life insurance in the amount of \$20,000. , or the amount provided to non-union employees; whichever is greater.

SECTION 15.4: EMPLOYEE ASSISTANCE PLAN (EAP)

Bargaining unit employees shall have access to the City's Employee Assistance Plan at the same time and in the same way as other City employees.

ARTICLE XVI **EMPLOYEE TRAINING AND EDUCATION**

SECTION 16.1: COMPENSATION FOR TRAINING

The City agrees to compensate all bargaining unit employees for all hours spent at training, schools, and courses which the City requires an employee to attend. Employees will be compensated in accordance with past practice for approved, but not required, training, courses, school, and conferences. When an employee has agreed to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the rate set by the Director of Finance, consistent with City-wide policy. Employees shall be provided meals or reimbursed the cost of meals upon turning in receipts. In the event that an employee needs to stay overnight at such training/school session, the City will reimburse the employee the cost of lodging upon turning in receipts.

SECTION 16.2: EDUCATIONAL REIMBURSEMENT

The purpose of the Tuition Reimbursement Program is to encourage employees to pursue

continued education which will benefit the employee and the City of Wheaton. Participation in the program is subject to the availability of funds.

a. Eligibility

1. Employees must have completed either 6 months of service or their probationary appointment period whichever is longer.
2. Employees must be in good standing in their present position as determined by the Director of Public Works and the Director of Human Resources.
3. Employees should seek to exhaust all other sources of assistance (Veteran's benefits, scholarships, and grants), with the exception of student loans. The City's share shall not exceed the difference between a tuition bill and the amount of coverage from all other sources.
4. Approval must be obtained at least 30 days prior to the first meeting of a course.

b. Institutions

1. Employee may be required to furnish information about the accreditation of the particular educational institution.
2. If the same or similar course is available at both a private and public institution, the public institution should be utilized.

c. Eligible Courses

1. The program is available for college level courses that are generally job-related.
2. Employee may be reimbursed for the cost of tuition, laboratory fees and books for job-related courses, including those courses which are part of a job-related college degree program.
3. Post-Graduate courses are not eligible unless approved by the City Manager.
4. Courses are to be taken on employees own time.
5. The number of courses an employee can enroll in during a given semester or quarter shall be reviewed during the pre-approval process and shall in no way interfere with the employee's job duties and responsibilities.

d. Eligible Expenses

1. Upon successful completion of a class (grade of "C" or better), the following expenses will be reimbursed:
 - a. 100% of tuition and laboratory fees for public schools. Coverage for tuition at private colleges and universities will be at 80%.
 - b. 100% of the cost of required textbooks only. The cost of supplies (i.e., notebooks, writing utensils, and other school related items) will not be reimbursed.

e. Obligation Period

1. If an employee voluntarily leaves the City within two years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the city according to the following schedule:

0 - 6 months	100%
6 - 12 months	75%
12 - 18 months	50%
18 - 24 months	25%

f. Completion of Forms

1. Before signing up for any courses, an employee must complete a "Request to participate in the Tuition Reimbursement Program" form (Appendix G of City Handbook) and submit it to the Director of Public Works at least 30 days prior to the first meeting of the class. Employees should contact the institution to obtain an estimate of the cost of tuition.
2. After a course has been completed, the participant must complete a "Request For Tuition Reimbursement" form (Appendix G-1 of City Handbook). The following items must be returned with this form: your approved "Request to Participate in the Tuition Reimbursement Program" form, your tuition bill, your grade report, your class syllabus which contains the names of required textbooks, and a receipt for the cost of required textbooks.

SECTION 16.3: CERTIFICATION INCENTIVE

Water Department personnel certified by the State of Illinois Environmental Protection Agency are provided with a bonus according to the following schedule:

Class D	\$0.10 per hour
Class C	\$0.20 per hour
Class B	\$0.30 per hour
Class A	\$0.40 per hour

Employees who obtain the following certifications shall receive a \$0.20 hourly stipend:

ISA Certified Arborist
ASE
Herbicide Applicator
IDOT Certified Vehicle Inspector

Employees who are certified in more than one Class or category shall be compensated for the highest rate only. All payments described in this Section shall be paid on an hourly basis and included in the hourly rate.

SECTION 16.4: CDL LICENSE

The City shall reimburse all bargaining unit employees required to have a Commercial driver's License the cost of obtaining or renewing said license (including all endorsements).

ARTICLE XVII

SAFETY

SECTION 17.1: UNSAFE CONDITIONS

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

SECTION 17.2: SAFETY INCENTIVE DAY

Bargaining unit employees who did not have a newly recordable at fault time off injury or an at fault vehicular accident during the previous fiscal year (May 1 to April 30) shall be rewarded with one (1) additional personal day to be taken in the following fiscal year.

SECTION 17.3: SAFETY MEETINGS

The parties shall hold safety meetings at mutually agreeable times and places.

SECTION 17.4: CELL PHONE USAGE

Cellular telephones may be used during working hours only for City business purposes or in the event of an emergency. Personal cell phones or pagers damaged or destroyed on the job will not be replaced or paid for by the City.

Employees may choose to use cellular telephones in the course of performing their job duties. Such use should be limited to calls that are necessary for the performance of employees' duties, and personal use should be kept to a minimum.

Use of cell phones while driving has become an increasing safety concern across the country. For this reason, the City prohibits the use of a cell phone for City business purposes while driving. If a cell phone call is required for business purposes while driving, the employee must pull off the road and park his or her vehicle in a safe location in order to conduct the telephone call or make use of a hands-free device.

SECTION 17.5: VACCINATIONS

The City will provide Hepatitis B vaccines to employees in the Water and Sewer Divisions.

ARTICLE XVIII
LABOR-MANAGEMENT MEETINGS

SECTION 18.1: LABOR-MANAGEMENT CONFERENCES

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

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

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

SECTION 18.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the City representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees.

ARTICLE XIX
SUBCONTRACTING

SECTION 19.1: GENERAL POLICY

The City retains the right to subcontract work as it deems necessary. Except where an emergency exists, if the City plans to layoff two (2) or more bargaining unit employees and to subcontract the work they perform, the City shall notify the Union and offer the Union an opportunity to discuss the planned layoffs and subcontracting, including alternatives the Union may propose and the effect of the City's decision on bargaining unit employees.

ARTICLE XX
UNIFORMS AND EQUIPMENT

SECTION 20.1: CLOTHING ALLOWANCE

Employees shall receive, annually, a clothing allowance of four hundred dollars (\$400.00). Beginning upon ratification of the May 1, 2021 bargaining agreement, the clothing allowance will be paid in a lump sum. The first clothing allowance will be paid upon contract ratification by both parties. Any expenses that have been reimbursed between May 1, 2021, and the date of ratification will be deducted from the initial lump sum payment. The clothing allowance will be paid in a lump sum on May 1 of each subsequent year. The clothing allowance shall be subject to income tax withholdings as required by IRS and Department of Revenue rules and regulations. In lieu of a

uniform allowance, the City will provide Mechanics with uniforms.

SECTION 20.2: PROTECTIVE CLOTHING

The City shall provide all necessary items of protective clothing and safety gear pursuant to prior practice and procedure.

ARTICLE XXI NON-DISCRIMINATION

SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION

Both the City and the Union agree not to discriminate against any employee covered by this Agreement with regard to employment, tenure or condition of employment on the basis of race, sex, creed, religion, color, age, national origin, mental and/or physical handicap.

Likewise, neither the City nor the Union shall discriminate in any way against any employee on account of his/her Union activity or his/her refraining from such activity.

Employees and/or the Union asserting a violation of this Article may process a grievance up to but not including arbitration. Employees and/or the Union who are dissatisfied with the disposition of grievances under this article may seek redress before the appropriate federal, state or administrative agency.

ARTICLE XXII NO STRIKE / NO LOCKOUT

SECTION 22.1: NO STRIKE

Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the City or its agents, regardless of the reason for so doing. This does not prevent informational picketing, provided that it does not interfere with the operation of the City.

SECTION 22.2: CONSEQUENCES OF A STRIKE

- a. Resumption of Operations and Union Liability. In the event of action prohibited by Section 23.1 above, the Union and any stewards appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
- b. Discipline of Strikers. Any employee who violates the provisions of Section 1 above shall be subject to discipline, including immediate discharge. The City retains all rights set forth in Section 17(b) of the Illinois Public Labor Relations Act.

- c. Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust any other remedies before instituting court action seeking judicial restraint and/or damages.

SECTION 22.3: NO LOCKOUT

The City agrees not to lockout employees during the term of this Agreement.

ARTICLE XXIII **MANAGEMENT RIGHTS**

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

ARTICLE XXIV

WAGES

SECTION 24.1: WAGE RATES

- A. **WAGES:** Wages for the life of this agreement shall be no less than the amounts set forth in this Article and to Appendix "A" attached hereto and made a part of this agreement. Wages in Year 1 and Year 2 of this Agreement are retroactive on all hours paid to May 1, 2021 and May 1, 2022 respectively, for bargaining unit members who are employed on the date that this Agreement is approved by the City Council.
- B. **STEP INCREASES:** All step increases shall be annually, following an advisory review, starting with the employee's date of hire, or promotion. The employee shall receive their full step increase with the fulfillment of a satisfactory review stating achievement of minimum job requirements.

SECTION 24.2: RETIREMENT PAY

Tier I

Bargaining unit employees who terminate their service with the City are eligible for two months retirement pay if they meet the following conditions:

- (A) An employee has served twenty (20) years of full-time service; and
- (B) An employee meets their IMRF pension service time requirements.

An employee shall be eligible to receive retirement pay from the City only once during the employee's lifetime. Retirement pay shall be based on the average monthly salary earned by the employee during the current fiscal year.

The City will allow ("grandfather") the following employees to receive Retirement Pay if they retire from the City with at least 15 years of creditable service time: Jim Palumbo and Terry Armstrong.

Tier II

Retirement pay will be eliminated for employees hired after 11/22/2011. This applies for all new hires after 11/22/2011 provided the City implements the same schedule for all new hires, except employees subject to interest arbitration.

SECTION 24.3: ELIGIBILITY FOR PROMOTION TO MAINTENANCE SPECIALIST

For employees hired after 11/22/2011 - Eligibility: Number of employees eligible for the Promotion Program will be determined by the Director of Public Works. At no time will there be more than one employee from each division participating in the temporary assignment portion of the program. Employees must meet the minimum conditions as of the time he is eligible to be considered for promotion, and timelines listed may run concurrently.

- A. Held the position of Maintenance Worker Step 7 for a minimum period of twenty-four (24) months as of the time he is eligible to be considered for promotion. Certified by Division Superintendent that he is proficient and capable in all skills required of a Maintenance Specialist.
- B. Has achieved minimum rating of the following on the three (3) most recent annual performance evaluations conducted prior to the time he is being considered for promotion:
 - 1) Rating of 3 or higher in all categories of review, and
 - 2) Rating of 4 or higher in at least half of all categories of review.
- C. Has a work record that is free of any record of disciplinary action within the thirty (36) month period immediately prior to the time he is being considered for promotion.
- D. Has a sick day usage record indicating no more than ½ of sick days earned annually were taken within the thirty (36) month period immediately prior to the time he is being considered for promotion (excluding certified FMLA time).
- E. Have no work related and/or driving accidents which resulted in the loss of a safety incentive day within the most recent twenty-four (24) month period immediately prior to the time he is being considered for promotion. In the event that an at-fault injury/accident occurs during this time period, appropriate safety training shall be assigned by the Director of Public Works. Once the training is complete, the Director may waive the twenty-four (24) month requirement.

Measure: In addition to meeting the above minimum conditions, the eligible employee will complete the following:

- A. Have completed a temporary assignment into each Public Works Division, (other than fleet and electrical) and must attain a certification of performance and basic competency by the Division Superintendent at the assignment's conclusion.
- B. Have completed and presented proof of passing grades in previously approved courses in the area of information technology. The employee must at a minimum complete one GIS course. Course work must be taken outside of normal working hours unless approved paid time off is used. Courses in other fields may be accepted at the discretion of the Director of Public Works.

Promotion: Upon meeting all requirements for promotion, the Maintenance Worker will be promoted and placed into the next higher step within the Maintenance Specialist wage schedule.

ARTICLE XXV
SAVINGS CLAUSE

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

ARTICLE XXVI
TERMINATION

This Agreement shall be effective as of the latest of the following: ratification by the membership and approval by the Union, approval by the City Council or execution by the Union. This Agreement shall remain in full force and effect until April 30, 2026, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

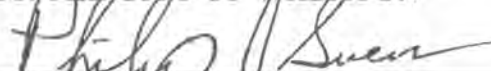
In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXVII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Executed this 1st day of August, 2022.

FOR THE CITY OF WHEATON

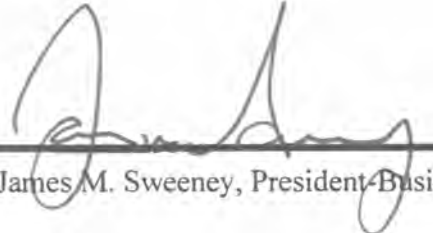


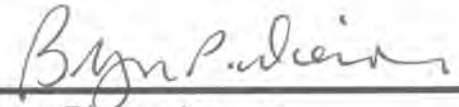
Philip Suess, Mayor



Michael Dzigan, City Manager

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, LOCAL 150**

 Aug 25, 2022.
James M. Sweeney, President-Business Manager


Bryan Diemer, Attorney

APPENDIX A

WAGES

PW Supervisor

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$33.85	\$36.55	\$39.48	\$42.64	\$43.92
Step 2		\$35.55	\$38.39	\$41.46	\$44.78	\$46.12
Step 3		\$37.36	\$40.35	\$43.57	\$47.06	\$48.47
Step 4		\$39.20	\$42.34	\$45.72	\$49.38	\$50.86
Step 5		\$41.16	\$44.45	\$48.01	\$51.85	\$53.40
Step 6		\$43.23	\$46.69	\$50.42	\$54.46	\$56.09

Maintenance Specialist

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$27.06	\$29.22	\$31.56	\$34.09	\$35.11
Step 2		\$28.41	\$30.68	\$33.13	\$35.79	\$36.86
Step 3		\$29.84	\$32.23	\$34.80	\$37.59	\$38.72
Step 4		\$31.33	\$33.84	\$36.55	\$39.47	\$40.65
Step 5		\$32.88	\$35.51	\$38.35	\$41.42	\$42.66
Step 6		\$34.51	\$37.27	\$40.25	\$43.47	\$44.77
Step 7		\$36.68	\$39.61	\$42.78	\$46.20	\$47.59

Maintenance Worker

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Start		\$23.08	\$24.93	\$26.92	\$29.08	\$29.95
Step 1		\$24.25	\$26.19	\$28.28	\$30.54	\$31.46
Step 2		\$26.01	\$28.09	\$30.34	\$32.76	\$33.74
Step 3		\$27.33	\$29.51	\$31.87	\$34.42	\$35.46
Step 4		\$28.68	\$30.97	\$33.45	\$36.12	\$37.21
Step 5		\$30.13	\$32.54	\$35.14	\$37.95	\$39.09
Step 6		\$31.60	\$34.13	\$36.86	\$39.81	\$41.00
Step 7		\$33.18	\$35.83	\$38.70	\$41.79	\$43.05

Mechanic

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$29.19	\$31.53	\$34.05	\$36.77	\$37.87
Step 2		\$30.64	\$33.09	\$35.74	\$38.60	\$39.76
Step 3		\$32.23	\$34.81	\$37.59	\$40.60	\$41.82
Step 4		\$33.84	\$36.54	\$39.47	\$42.62	\$43.90
Step 5		\$35.49	\$38.33	\$41.40	\$44.71	\$46.05
Step 6		\$37.29	\$40.27	\$43.49	\$46.97	\$48.38
Step 7		\$39.57	\$42.74	\$46.16	\$49.85	\$51.35

Electrician

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$29.19	\$31.53	\$34.05	\$36.77	\$37.87
Step 2		\$30.64	\$33.09	\$35.74	\$38.60	\$39.76
Step 3		\$32.23	\$34.81	\$37.59	\$40.60	\$41.82
Step 4		\$33.84	\$36.54	\$39.47	\$42.62	\$43.90
Step 5		\$35.49	\$38.33	\$41.40	\$44.71	\$46.05
Step 6		\$37.29	\$40.27	\$43.49	\$46.97	\$48.38
Step 7		\$39.57	\$42.74	\$46.16	\$49.85	\$51.35

Maintenance Custodian

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$21.18	\$22.87	\$24.70	\$26.68	\$27.48
Step 2		\$22.22	\$23.99	\$25.91	\$27.99	\$28.83
Step 3		\$23.34	\$25.21	\$27.22	\$29.40	\$30.28
Step 4		\$24.49	\$26.45	\$28.57	\$30.85	\$31.78
Step 5		\$25.71	\$27.77	\$29.99	\$32.39	\$33.36
Step 6		\$27.03	\$29.19	\$31.52	\$34.05	\$35.07

Part Time Laborer

Steps		05/01/21 Hourly Rate	05/01/22 Hourly Rate	05/01/23 Hourly Rate	05/01/24 Hourly Rate	05/01/25 Hourly Rate
Step 1		\$12.44	\$13.44	\$14.51	\$15.67	\$16.14
Step 2		\$13.11	\$14.16	\$15.29	\$16.52	\$17.01
Step 3		\$13.79	\$14.90	\$16.09	\$17.37	\$17.89
Step 4		\$14.45	\$15.61	\$16.86	\$18.20	\$18.75
Step 5		\$15.18	\$16.40	\$17.71	\$19.13	\$19.70
Step 6		\$15.93	\$17.21	\$18.59	\$20.07	\$20.67

APPENDIX B
SMOKING POLICY

Consistent with the Wheaton Smoke Free Ordinance which took effect on January 2, 2007, and the State Law effective January 1, 2008, smoking is prohibited in all City buildings, within 25 feet of public entrances to City buildings, and all City vehicles. Any employee found to be in violation of this Article/Appendix shall be subject to discipline, up to and including termination, consistent with Article 8 of this Agreement, in addition to any fines levied by the City for violations of the Ordinance. Employees may smoke in designated smoking areas during breaks and lunches only. Employees may not stop work or leave their assigned work area during work time to smoke.

APPENDIX C: SIDE LETTERS: CDL AND CHRISTMAS PARTY

Side Letter – CDL

The parties acknowledge that the City may require any and all employees to have and maintain a Commercial Drivers License (CDL), and that all such employees must satisfy all conditions of maintaining a CDL, including but not limited to the contractual CDL drug and alcohol policy, as a condition of employment. Employees in the position of utility locator are required to maintain a CDL.

Any employee affected by this change in requirement, shall be given until November 18, 2016 to attain a CDL, with the City providing appropriate support in accordance with Section 16.4 of this agreement. All provisions of this side letter will apply.

At all times, employees whose driving privileges are suspended must immediately notify the Director of Public Works, and will be suspended without pay until they regain their driving privileges.

Revocation of the employee's driver's license or CDL, or failure to report a suspension, will be cause for immediate dismissal.

If an employee's driving privileges were suspended through no fault of the employee, but because of a bureaucratic mistake by the State or other administrative agency, the employee will not be suspended.

Side Letter – Holiday Party

The International Union of Operating Engineers, Local 150 (herein the "Union") and the City of Wheaton (herein the "City") hereby agree as follows:

On the second Thursday of December, or on any other mutually agreed upon date, the City will provide a paid luncheon on City premises with food, but no alcohol.