

**COLLECTIVE
BARGAINING AGREEMENT**

**BETWEEN THE
CITY OF COUNTRYSIDE
AND THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150,**

Bargaining Unit B: Public Works/Water Department

Duration: May 1, 2024 through April 30, 2028

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to provide public health, safety and welfare to residents of the City of Countryside, to achieve full recognition for the value of employees and the vital and necessary work they perform, to provide a complete agreement between the parties as to wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the CITY OF COUNTRYSIDE (hereinafter referred to as the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, on behalf of certain employees within the Public Works and Water Departments, (hereinafter referred to as the "UNION"), as stated within Article I below.

ARTICLE I: RECOGNITION

Section 1.1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for covered employees in the following job classifications, as certified by the Illinois State Labor Relations Board:

Bargaining Unit B: PUBLIC WORKS & WATER DEPARTMENTS

Including all regular full-time and regular part-time employees in the following job classifications:

**Lead Water Plant Operator
Water Plant Operator
Public Works Foreman**

**Public Works Mechanic
Maintenance Worker II
Maintenance Worker I
Custodian**

Excluding the following regular full-time and regular part-time employees in the following job classifications, as well as any and all other employees employed by the City of Countryside: **Superintendent of Public Works (DPW); E.S.D.A. Officers (part time); E.S.D.A. Supervisor (part time); Finance Director; I.T. Manager.**

Section 1.2: New Classifications

The Employer 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.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such a rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

Section 1.3: Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it.

ARTICLE II: UNION DUES / FAIR SHARE CHECKOFF

Section 2.1: Dues Deduction

The Employer agrees to deduct from the pay of those employees who are Union members any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit or other benefit programs;
- (C) Voluntary fair share payments.

Request for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

The Union shall certify the current amount of Union deductions.

Section 2.2: Hold Harmless

The Union shall hold and save the Employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

ARTICLE III: UNION RIGHTS

Section 3.1: Union Activity During Working Hours

Employees shall, with permission of the Employer, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, if established by this contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses during grievance procedure hearings, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Such meetings shall be held during worktime, which does not unreasonably interfere with employment unless such scheduling cannot be accomplished.

Section 3.2: Access To Worksites By Union Representatives

The Employer agrees that a representative of the Union shall have reasonable access to the premises of the Employer upon prior notice where practicable to the Employer, so long as such does not unreasonably interfere with the Employer's operations.

Section 3.3: Union Bulletin Boards

The Employer shall provide a Union bulletin board for each work location. The Boards or space shall be for the sole and exclusive use of the Union.

Section 3.4: Number of Union Representatives

There shall be a total of three (3) Union Stewards. The Employer shall be notified as to the identity of such Union representatives and any changes thereto.

Section 3.5: Delegates

Any employee(s) chosen as delegate(s) to a Union State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be allowed available time-off options for the period of the time required to attend such Convention or Conference. If there should be no paid leave of absence periods available for the employee to use, such time shall be without pay. This period of time is not to exceed one (1) week per year.

ARTICLE IV: NO STRIKE/NO LOCKOUT

Section 4.1: No Strike/Slowdown

No employee covered by the terms of this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services, inclusive of any and all possible issues of an economic nature which may be subject to reopener negotiations during the term of this Agreement. The Union agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services during the term of this Agreement.

Section 4.2: No Lockout

During the term of this Agreement, the City shall not lockout any covered personnel.

Section 4.3: Resumption of Operations

In the event of action prohibited by Section 1 above, the Union shall immediately 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.

Section 4.4: Union Liability

Upon the failure of the Union to comply with the provisions of Section 3 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 4.5: Discipline of Strikers

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.

Section 4.6: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event either party violates this Article. Furthermore, either party may enforce any other legal rights or remedies entitled to by law.

ARTICLE V: MANAGEMENT RIGHTS

Section 5.1: Management Rights

Except as specifically limited by the express provisions of this Agreement, the Employer retains rights to operate the City, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights includes but is not exclusive of the following:

- a. to plan, direct, control and determine all operations and services of the Public Works and Water Departments;
- b. to supervise, assign and direct employees;
- c. to establish the qualifications for employment and employees;
- d. to establish work rules and work schedules and assign such;
- e. to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify & eliminate positions within the Public Works and Water Departments;
- f. to suspend, discharge and take other disciplinary action against employees for just cause;
- g. to establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. to lay off employees;
- i. to maintain efficiency of operations and services;
- j. to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- k. to take whatever action is necessary to comply with State and Federal law;
- l. to change or eliminate methods, equipment and facilities for the improvement of operations;
- m. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- n. to contract out for goods and/or services;
- o. to determine the methods, means and personnel by which operations are to be conducted; and,
- p. to take whatever action is reasonably necessary to carry out the functions of the City in emergency situations.

ARTICLE VI: GRIEVANCE PROCEDURES

Section 6.1: Grievance Defined

A grievance is defined as any meritorious dispute or difference of opinion raised by an employee covered by the terms of this Agreement or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period contained herein may be extended or reduced upon mutual agreement of the parties thereto, upon written notice and confirmation.

Section 6.2: Grievance Steps

STEP ONE: DEPARTMENT HEAD / SUPERVISOR

The employee, with or without a Union representative, may take up a grievance with the employee's appropriate Department Head / Supervisor within twenty (20) business days of the date of the occurrence giving rise to the grievance, or twenty (20) business days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later. The grievant shall then attempt to resolve the matter and the Employer shall respond within twenty (20) business days after such discussion.

A settlement at this step shall be of non-precedential value and shall not be binding on subsequent grievances.

STEP TWO: CITY ADMINISTRATOR

In the event the grievance is not resolved during Step 1, it shall be reduced to writing and presented by the Union to the City Administrator or his/her designee within five (5) business days following the receipt of the above-mentioned Step One response. The City Administrator or his/her designee shall then attempt to resolve the grievance as soon as possible, and therefore may schedule a meeting with the grievant, his Department Head / Supervisor and Union representative within ten (10) business days after receipt of the grievance from the Union. The City Administrator or his/her designee shall then render a decision, based on the supplied information, within fifteen (15) business days of the meeting.

A settlement at this step shall be of non-precedential value and shall not be binding on subsequent grievances.

STEP THREE: ARBITRATION

If the grievance is not resolved within Step 2, the Union shall then determine if the matter shall be referred for arbitration by written request by the Union within fifteen (15) business days of the Employer's answer pursuant to Step 2. Arbitration shall then proceed in the following manner:

(a) arbitration

The representatives of the Employer and the Union shall attempt to select an arbitrator within five (5) business days of receipt of the request for arbitration. If the parties are unable to agree on an arbitrator within five (5) business days, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike one (1) name, with the party striking first determined by a toss of a coin. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the

hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed to by the parties.

(b) arbitration procedures

(1) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Any other provision to the contrary notwithstanding, each party shall bear the costs of its own witnesses.

(2) The arbitrator shall decide questions of arbitrability. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

(3) In the case of an infraction of Article VI of this Agreement (No Strike/No Lockout), the sole and exclusive question for an arbitrator to determine is whether the employee engaged in activity prohibited by this Agreement.

(4) The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties and each party shall be responsible for their own costs in procuring witnesses and necessary documentation. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures.

(5) The decision and award of the arbitrator shall be final and binding on the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement and shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms herein or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. This Agreement, including any exhibits and letters of understanding, sets forth the full and entire understanding between the Employer and the Union.

(6) If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall equally share costs for such to the other party initially ordering such record.

(c) Site Of Arbitration Hearings

All arbitration hearings pursuant to this Agreement shall be conducted within the City of Countryside.

Section 6.3: Time Limitations

(a) Grievances may be withdrawn at any step without prejudice to any party. Grievances not appealed within the designated time limitations shall be treated as being voluntarily withdrawn.

(b) The time limitations at any step or for any hearing may be extended for good cause by the parties involved at that particular step.

(c) The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall cause such grievance to be automatically advanced to the next Step.

(d) More than one (1) grievance may be submitted to the same Arbitrator at the same arbitration hearing upon mutual agreement of the parties.

Section 6.4: Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement between the Employer and the Union, be filed at the appropriate advance step where the action giving rise to the grievance(s) was initiated.

ARTICLE VII: HOURS OF WORK AND OVERTIME

Section 7.1: Regular Work Week and Work Day

The normal regular work day shall consist of eight (8) consecutive hours and the normal regular work week shall consist of forty (40) hours, commencing at 12:00 am. on Sunday through 11:59 p.m. The regular starting time for employees covered herein shall be as follows:

Public Works Department:	7:00 am. to 3:00 p.m.
Water Department:	7:00 am. to 3:00 p.m.

However, the Employer retains the right to alter or otherwise revise the above hours of work in order to address temporary, seasonal or other circumstances and other Departmental operational needs. The Employer shall do so only upon reasonable notice to the affected employees.

Employees may be required to remain on duty beyond their regularly scheduled workday and shall be subject to call twenty-four (24) hours per day in case of an emergency.

Section 7.2: Rest and Meal Periods

All employees covered by this Agreement shall be granted two (2) rest periods of fifteen (15) minutes each during the work day: one (1) during the first half and the other during the second half. Those employees "off-site" must be at their "off-site" working area at the beginning of their rest period and at the end of and working after their rest period.

All employees covered by this Agreement shall be granted a one-half (1/2) hour paid lunch period, to be taken approximately mid-point during their work day. Employees shall be on-site at the beginning and at the end of their lunch period.

Employees are not allowed to take any "rest" and/or "meal" periods concurrently or at the beginning or end of the work day in order to reduce the eight (8) hour work day.

Employees required to work in excess of eight (8) hours shall be afforded appropriate rest and meal periods pursuant to this Section 7.2.

However, any other provision to the contrary notwithstanding, employees in the following classifications shall be allowed to take one (1) hour lunch period in lieu of taking two (2) fifteen (15) minute breaks as provided for in this Section 7.2: Lead Water Plant Operator and Water Plant Operator.

Section 7.3: Overtime

This Section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week or when such hours and days shall be worked which may be scheduled or required by the Employer.

Employees shall work overtime when overtime is necessary, as determined by the Employer. No employee shall be entitled to overtime pay unless they obtain prior authorization by the Employer.

Overtime is defined as compensation at a rate of 1.5 times the normal hourly rate of pay. The compensation paid employees shall be as follows:

- a. Regular Overtime: paid when a regular full-time employee is required to work in excess of his/her normal work day eight (8) hours paid in any scheduled work day) or in excess of his/her normal work week forty (40) hours paid per work week) and his/her supervisor has authorized and approved such overtime, wherein they shall be compensated for overtime at a rate of 1.5 times their regular hourly wage for each hour actually worked in excess of eight (8) hours per scheduled workday or forty (40) hours per workweek. (NOTE: Part time employees shall be eligible for their appropriate overtime rate of pay for hours worked in excess of forty (40) in any single work week.)

Overtime shall be paid in fifteen (15) minute increments and shall be previously approved by the Employer. This fifteen (15) minute increment becomes effective every eight (8) minutes into the overtime period. Overtime must be approved prior to the employee working overtime. Any unapproved overtime shall not be paid to the employee. The employee shall notify their immediate supervisor of any perceived failure to pay overtime. Any disputes over the payment of overtime shall be subject to the "Grievance Procedures" provided for in Article VI of the Labor Agreement.

- b. Time off for holidays, accumulated vacations and other approved paid leaves of absence periods provided pursuant to this Agreement shall be counted as "time worked" for purposes of calculating overtime compensation. However, any unpaid leaves of absence

periods provided shall not be counted as "time worked" for purposes of calculating overtime compensation.

- c. The Employer maintains the right to require overtime work and employees may not refuse such overtime assignments. Reasonable steps shall be taken to obtain volunteers for overtime assignments before assigning required overtime work, though work in progress shall not be interrupted.

Before assigning employees overtime work, all overtime shall first be offered to all full-time members of the bargaining unit on a rotating seniority basis. For example: the most senior off duty employee will be offered the overtime assignment on a rotating basis first, the second most senior off duty employee will be offered the overtime assignment on a rotating basis second; and so on. In the event of no off duty employee voluntarily accepts the overtime assignment, the least senior off duty employee (inverse seniority on a rotating basis) will be assigned the overtime work. However, any provision to the contrary notwithstanding, the Employer reserves the right to assign overtime on the basis of qualifications and expertise when such is deemed necessary by the person responsible for making the overtime assignments.

The employment of part time, temporary or other non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime. However, if full-time personnel who would have usually worked the overtime refuses it or is unavailable, the Employer may work part time, temporary or other non-bargaining unit personnel on said overtime without violating this Agreement.

- d. Employees shall be paid double time (2.0) for all time actually worked on Sundays and Holiday periods and such time shall not be considered as "time worked" for purposes of calculating overtime eligibility.
- e. Employees shall not be required to work in excess of sixteen (16) consecutive hours without prior approval by the Employer.

Section 7.4: No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7.5: 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. Any covered employee required to return to work on "callback", shall receive two (2) hour minimum pay, at their appropriate rate of pay, or the actual time worked on "callback", whichever is greater. However, any such employee shall be subject to the overtime provisions contained herein and such time shall be considered as "time worked" for purposes thereof.

(NOTE: The above two (2) hour minimum callback provision does not apply when an employee is in attendance of City Council and/or Committee meetings inherent in the performance of his/her duties and functions. They shall remain eligible for overtime appropriate pursuant to Section 7.3 above.)

Section 7.6: On Call

Employees on an "on call" status and required to carry a pager or otherwise be available for possible "call back", shall be compensated for such time served at the rate of one dollar (\$1.00) for each hour. Such time shall not be considered as "time worked" for purposes of calculating overtime.

For purposes of this Section, "on call" shall be defined as any period outside of the normal work day where an employee is required to keep the Employer notified of their whereabouts on off duty time or otherwise be available within a reasonable notice period for possible "callback".

Except during the "snow season", an employee calling in sick on a Friday shall not be eligible for pager pay during the subsequent Saturday & Sunday, wherein the next most senior employee will be offered on call pager pay.

Section 7.7: Compensatory Time In Lieu of Overtime Pay

Employees shall be eligible to select "compensatory time off" in lieu of being paid for overtime hours earned, under the following terms and conditions:

- (a) The maximum amount of compensatory time off an employee may accumulate in their compensatory time bank shall be eighty (80) total hours. Beyond this limitation, the employee must be paid earned overtime during the 12 month period and may not select compensatory time off in lieu thereof. While they may replenish said bank, it may not exceed eighty (80) hours at any time.
- (b) On the last pay date of each December, all accumulated unused compensatory time off for the previous 12 month period shall be paid to the employee at their appropriate rate of pay, not inclusive of any subsequent pay rate increases experienced subsequent thereto, at the end of that previous 12 month period, thereby establishing a zero (0) balance in compensatory time off every December 1st. Such payments shall be issued to the employee during the month of December. However, there shall be a maximum sixteen (16) compensatory hours which the employee may carryover to the next 12 month period for their use.
- (c) Compensatory Time shall be paid at the employee's appropriate overtime rate of pay for each hour actually worked for those overtime issues described in this Article. Such Compensatory Time may be used, upon approval, in no less than four (4) consecutive hour increments in any single shift period.
- (d) The Employer or his/her designee maintains discretionary authority to approve or disapprove requested compensatory time off. However, such requests shall not be unreasonably

denied and such approval/disapproval shall be based on manpower needs of the Department and other relevant prevailing circumstances at the time.

ARTICLE VIII: PROBATIONARY EMPLOYEES

Section 8.1: Probationary Employees

An employee is "probationary" for the first six (6) months of continuous employment with the Employer. However, the Employer may extend such "probationary" period for an additional one (1) month for just cause.

A temporary employee who becomes an employee in which he/she was performing substantially the same work or for a continuous period immediately prior to the date he/she became an employee, shall not have such period retroactively counted towards completion of his/her probationary period.

No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the disciplinary, grievance or arbitration procedures. At the request of the Union, however, the Employer may meet and discuss the termination of the probationary employee with the Union, provided such request is made within 48 hours following termination.

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.

ARTICLE IX: SENIORITY

Section 9.1: Seniority Defined

"Seniority" shall, for the purposes of this Agreement, be defined as follows:

(a) "CITY SENIORITY"

"City" seniority shall be the employee's length of continuous uninterrupted service with the City of Countryside, beginning with their most recent date of hire.

"City" seniority shall apply in the determination of the following benefits provided for within this Agreement: Holidays; Vacations; Sick Leave; Personal Leave. It shall not apply with respect to the determination of an employee's wage base, probationary period and layoff.

(b) "DEPARTMENTAL SENIORITY"

"Departmental" seniority shall be the employee's length of continuous uninterrupted service within their specific Department covered by the terms and conditions of this Agreement and shall not include any length of service in any other Department.

"Departmental" seniority shall begin with the employee's most recent placement within their Department covered by the terms and conditions of this Agreement.

"Departmental" seniority shall apply in the determination of an employee's days-off (paid leaves), overtime (voluntary & mandatory), call back, layoff and recall.

Employees accepting promotions into a non-bargaining unit position within the Department, the terms and conditions of this Labor Agreement do not apply. However, where such a non-bargaining unit employee returns to his/her prior bargaining unit, all time served in such non-bargaining unit Department position shall be recognized in determining their "seniority" under the provisions of this Agreement. Therefore, such employee's original date of hire within their Department shall be recognized in determining their benefits and other qualifications under this Labor Agreement.

Section 9.2. Application of Seniority

With regard to the department within which the employee is employed, in the application of seniority and ability in promotions, filling of permanent openings in classifications, layoff and recall, departmental seniority shall be the determining factor when, among qualified employees involved, their qualifications, skill and ability to perform the work is relatively equal. When applying this principle of seniority and ability, the Employer's decision shall be made in good faith and its actions shall not be arbitrary or capricious.

Section 9.3: Termination of Service

Seniority shall be terminated when an employee:

- a. resigns or otherwise quits;
- b. is discharged for just cause (probationary employees without just cause);
- c. is laid off pursuant to the appropriate provisions of this Agreement for a period of twelve (12) months;
- d. accepts gainful full-time employment while on an approved leave of absence; or
- e. is absent for three (3) consecutive scheduled workdays without proper notification or authorization without the employee showing good cause.

Employees will not continue to accrue seniority for all time spent on an authorized unpaid leave of absence.

ARTICLE X: LAYOFF/RECALL

Section 10.1: Layoff/Recall

Where there is an impending lay-off with respect to employees covered by the terms of this Agreement, the Employer shall inform the Union in writing no later than thirty (30) calendar days prior to such lay-off. Lay-offs may be initiated by the Employer where there are insufficient funds to pay the employees covered by this Agreement. The Employer shall provide the Union with the names of all employee(s) to be laid-off prior to such lay-off. Probationary employees, temporary

employees and part-time employees shall be laid off first. Thereafter, the employee with the least amount of seniority shall be laid off first. All such employees shall receive notice in writing of the projected lay-off at least thirty (30) calendar working days prior to its effective date.

Any employee who has been laid off shall be placed on a reinstatement list, which shall be in full force and effect for a period of twelve (12) months. During such period, employees shall be recalled to duty on the basis of inverse seniority, prior to the hiring of outside personnel to perform such duties of those employees on lay-off.

ARTICLE XI: HOLIDAYS

Section 11.1: Holidays

All full-time employees shall be paid, except as provided for in Section 3 below, for the following Holidays:

New Year's Day	Martin Luther King, Jr. Day	Good Friday
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day	Personal Hours (40)

Section 11.2: Specific Applications

- (a) If an employee is absent from work the scheduled workday before or after a holiday, the employee will not receive holiday pay until proof of illness or excusable absence is established to the satisfaction of the Employer.
- (b) Personal Hours (40) must be used within the Calendar Year in which they are earned and shall be paid at the employee's regular rate of pay. Such Personal Hours may not be carried from one calendar year to the next. Personal Hours must be scheduled in advance of their use and approved by the Employer. Personal Hours may not be used in less than four (4) hour increments.
- (c) If a Holiday falls on a weekend, Saturday Holidays shall be designated as Friday off, Sunday Holidays shall be designated as Monday off. If Holiday(s) occur consecutively on Friday/Saturday, they shall be designated off on Friday and the following Monday; and, should they occur consecutively on Sunday/Monday, they shall be designated off on the prior Friday and following Monday.
- (d) Employees terminated for just cause shall not be eligible for payment of any accumulated earned Personal Hour(s).

Section 11.3: Holiday Pay

The following Holiday Pay provisions shall apply for all employees covered herein, when a Holiday occurs during the regular work week (Monday through Friday):

- a. Employees not working on a Holiday shall be entitled to their regular rate of pay for that Holiday.
- b. Employees working on a Holiday shall be entitled to their regular rate of pay for that Holiday plus their appropriate rate of pay for each hour worked.
- c. In order to be eligible for Holiday Pay, the employee must have worked their regularly scheduled work day period immediately prior to the Holiday and immediately after and shall not have taken any "sick" leave thereto. Previously scheduled vacation and/or personal days do not apply.
- d. Part-time employees are not eligible for holiday pay.

ARTICLE XII: VACATIONS

Section 12.1: Vacation Accrual

All full-time employees shall receive vacation time from the date of hire based on the following schedule and the individual employee's Anniversary Date of employment. However, the employee shall actually accrue vacation time during the first twelve (12) months of employment but shall not be entitled to use such time until after completion of twelve (12) months:

<u>Years of Service</u>	<u>Vacation Days</u>
after completion of one (1) full year of service through completion of five (5) full years of service	10 days
commencing on the sixth (6th) year of service through completion of ten (10) full years of service	15 days
commencing on the eleventh (11th) year of service through completion of fifteenth (15th) full years of service	20 days
commencing on the sixteenth (16th) year of service and thereafter	25 calendar days

NOTE: If a holiday occurs during an employee's scheduled vacation period, the employee shall receive Holiday Pay for that day and not be required to use a vacation day.

Section 12.2: Vacation Scheduling

All vacations must be arranged and approved in advance by the Employer. All vacation time due each employee shall be applied for between **January 1st and March 15th** of each year

in order to be considered based upon his or her seniority within his or her Department. Vacation choices submitted after March 15th shall be approved on a first come first serve basis.

Vacation schedules may be adjusted by the Employer to accommodate seasonal operations, significant revisions in organization, work assignments or the use of personnel in particular position. Conflicts in scheduling will be resolved in favor of the most senior employee so long as reasonable and practicable based upon operational needs of the Department. The Employer maintains the right to approve or otherwise alter any vacation schedule for emergency purposes. No employee shall be entitled to priority in selecting his/her annual vacation leave for more than two (2) weeks annually.

No employee is eligible for vacation benefits under this Article if they quit or resign without giving the Employer at least two (2) weeks' notice in writing of their intention to quit or resign.

Section 12.3: Vacation Use

- a. All vacation time must be earned prior to its use. Therefore, vacation time earned during an employee's anniversary year shall be taken by that employee by the end of their immediate subsequent anniversary year. There shall be no proration or advancement of vacations unless otherwise approved by the Department Head.
- b. Employees may use vacation in no less than four (4) hour increments.
- c. Vacations shall be approved by the Employer, based on operational needs of the Department and shall not be unreasonably denied.
- d. Unless otherwise approved by the Employer, any unused vacation time shall be automatically forfeited by the employee at the end of their anniversary year within which such time is eligible to the employee, unless such usage has been denied by the Employer due to operational needs of the Department.
- e. Employees may carryover not more than five (5) vacation days from one anniversary year to the next and may not use more than fifteen (15) vacation days consecutively.
- f. No employee is eligible for vacation benefits under this Article if they quit or resign without giving the Employer at least two (2) weeks' notice in writing of their intention to quit or resign. Furthermore, employees terminated for just cause shall not be eligible for payment of any accumulated unused vacation time.
- g. Employees may either carryover or buyback not more than five (5) vacation days one (1) time per year. Any buyback or carryover will be done on the payroll following the employee's anniversary date.

ARTICLE XIII: SICK LEAVE

Section 13.1: Sick Leave Accrual

All full-time employees shall accrue sick leave at a rate of one (1) day per calendar month of satisfactory, continuous service, not to exceed a total of two hundred thirty-six (236) accumulated sick days.

Section 13.2: Sick Leave Use Restrictions

Sick Leave is a privilege that is to be used for the sole and exclusive use of the employee for purposes of providing wage continuation to the employee when they are unable to work due to illness or non-job related injury for medical treatment and for exposure to contagious diseases when attendance and duties jeopardize the health of others in the workplace. Employees may use sick leave for the care of an immediate family member whose illness necessitates their presence and care by the employee.

Accumulated paid sick leave shall be used in increments of no less than two (2) hours at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave in excess of three (3) consecutive days, may be required by the Employer to produce a written statement by a physician verifying the authenticity of such illness.

There shall be no proration or advancement of sick leave. Furthermore, employees resigning or terminating their employment, as well as those terminated for misconduct, are not eligible for any accrued sick leave. However, this provision does not apply with respects to those employees retiring in accordance with Sec. 13.4 of this Agreement.

Section 13.3: Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 2 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor may the employee accrue any rights inherent with such period, such as seniority and other employee benefits and rights. Continued abuse of sick leave shall subject the employee to appropriate disciplinary action pursuant to the terms of this Agreement.

However, any other provision to the contrary notwithstanding, an employee calling in sick either immediately prior to or after a previously scheduled paid leave of absence, inclusive of a "holiday", shall not be paid for that sick day and/or period until satisfactory evidence of legitimate illness is provided to the Employer. Furthermore, an employee terminating from the employ of the City of Countryside shall not be allowed to use any accumulated sick leave during the last two (2) weeks of employment after service of proper notice of intent to terminate employment.

Section 13.4: Retirement Buyback

Upon retirement from the City of Countryside, an employee hired before May 1, 2020 shall be compensated at the rate of seventy-five percent (75%) of all unused accumulated sick leave, up to the accrual limit of 236 days, with buyback not to exceed one hundred percent (100%) of 177 days, at their regular rate of pay at said time of retirement. However, employees terminated for misconduct are not eligible for such benefits.

Upon retirement from the City of Countryside, an employee hired on or after May 1, 2020 shall be compensated at the rate of fifty percent (50%) of all unused accumulated sick leave, up to the accrual limit of 236 days, with buyback not to exceed one hundred percent (100%) of 118 days at their regular rate of pay at said time of retirement. However, employees terminated for misconduct are not eligible for such benefits.

Section 13.5: Optional Buyback

Employees shall be eligible to "cash in" not more than six (6) sick leave days, which shall be deducted from their total sick leave accrual bank for the calendar year. Such option shall be available to the employee once each year, to be exercised during the first payroll period in December and payable on the last pay day of each December. In no event shall the balance in the accrued sick leave bank decrease below six (6) sick days immediately subsequent to exercising a buyback pursuant to this Section.

Section 13.6: Sick Leave Contribution Bank

In the event of serious illness of an employee who has exhausted their sick leave and other periods of time off with pay, employees may donate a specific amount of their sick leave, not to exceed twenty-four (24) hours per employee annually, into a bargaining unit employees sick leave bank, for the purposes of allowing a bargaining unit employee to continue to utilize sick leave even though they have depleted their own sick leave. An employee may access such donated sick leave from the sick leave bank only upon the following circumstances:

1. They are no longer eligible for paid leave of absence of record, such as having depleted their sick leave, vacation leave, personal leave and compensatory leave of absences.
2. Due to serious illness either for themselves or someone within their immediate family, wherein a member of their immediate family is living in their home, they are required to care for that member of the immediate family during a convalescence period.
3. They are eligible for extended sick leave at the rate of pay appropriate at the time and not at any other contributing employee's rate of pay.

ARTICLE XIV: GENERAL ECONOMICS

Section 14.1: Wages

Effective the first payroll period of May 1, 2024, employees covered by the terms and conditions of this Labor Agreement shall be subject to the wage schedule attached hereto as "Appendix A" (Employee Wage Schedule) and made an integral part of this Labor Agreement. The wage schedules shall be adjusted as follows:

May 1, 2024 – 4%
May 1, 2025 – 3%
May 1, 2026 – 3%
May 1, 2027 – 2.75%

Section 14.2: Uniforms

In accordance with past practice, for employees employed in the Public Works Department and Water Department, the following uniform materials shall be provided for by the Employer or replaced as needed:

1. 11 sets of uniforms provided, consisting of 11 long sleeve shirts, 11 short sleeve shirts, 11 pairs of pants, 2 uniform jackets;
2. 1 pair of hip boots;
3. 1 set of rain gear;
4. 1 pair of safety glasses;
5. 1 pair of work shoes provided annually;
6. 1 winter jacket;
7. 1 pair ear guards;
8. 2 pairs of coveralls for Water Department employees.

Section 14.3: Movement From Maintenance Worker I to Maintenance Worker II

An employee in the classification of Maintenance Worker I shall move to the classification of Maintenance Worker II after eight (8) years of service as a Maintenance Worker I with the City. Employees moved to the classification of Maintenance Worker II shall start at the Maintenance Worker II step just above their current rate of pay and shall be eligible for step increases. Employees in the classification of Maintenance Worker I can be moved to the classification of Maintenance Worker II before eight (8) years upon successful evaluation and by recommendation of the Superintendent and approval by the City Administrator, such approval not to be unreasonably denied.

ARTICLE XV: HEALTH INSURANCE

Section 15.1: Health Insurance

The group health and hospitalization insurance policy currently in effect shall be maintained by the Employer during the term of this Agreement. However, the Employer expressly reserves the right to change, alter or otherwise amend such policy and/or coverage during the term of this Agreement in order to maintain cost containment and savings. The Union maintains the right to be notified of any such changes in order to "meet and discuss" the economic impact upon written notice by the Employer prior to them taking effect.

The Employer agrees to provide such health and hospital insurance policy coverage to all employees covered by the terms of this Agreement and their dependents, under the same terms and conditions as non-bargaining unit employees. However, the following monthly premium percentage contributions shall be paid for by the employee through appropriate payroll deductions:

HEALTH: fifteen percent (15%) effective August 1, 2017

Said premium percentage contributions shall be contingent upon the same amount being made applicable to all non-bargaining unit(s) employees of the Employer.

The Employer will pay for all hospitalization policies for employee's family in the event that the employee is killed in the line of duty. This is to be for a period of five (5) years and does not include the following:

- (a) if the surviving spouse remarries; or,
- (b) any dependents over eighteen (18) years of age.

Furthermore, any other provision to the contrary notwithstanding, the parties agree to meet and negotiate whether or not to agree to allow bargaining unit employees to participate in the Union's health insurance and other employee insurance programs, provided for by the Union, upon request issued by the Union during the term of this Agreement. Said negotiations shall not result in any penalty issued to the City with regard to the ability of bargaining unit employees to leave the insurance pool presently participated in by the City.

Section 15.2: Terms of Policies To Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines (including provisions governing self-insurance) and shall not be subject to the grievance procedures.

Section 15.3: Retirement Coverage

All employees covered by the terms of this Agreement, shall be eligible for continued health insurance coverage with the Employer paying one hundred percent (100%), not to exceed

five hundred dollars (\$500.00) monthly, effective May 1, 2024. Said Employer contribution shall be on a monthly basis per covered employee, until they reach Medicare eligibility age, wherein the Employer shall no longer be responsible for payment of said monthly contributions. In order for the employee to be eligible for said Employer contribution, the following requirements shall be met:

- (1) The retired employee has at least twenty (20) years of seniority with the City; and,
- (2) the retired employee is at least fifty (50) years of age.

Furthermore, the Employer shall adhere to the statutory provisions regarding retired employees as provided for in the Illinois Insurance Code (215 I LCS 5/367j) as hereinafter amended or otherwise appealed. Upon the death of a covered retired employee, their surviving spouse may elect to continue said health insurance coverage at one hundred percent (100%) their cost.

Section 15.4: Life Insurance

The Employer shall provide life insurance policy coverage in the amount of fifty thousand dollars (\$50,000) during the term of this Agreement, with the Employer paying the entire cost of the employee's related premium. Furthermore, any employee whose base pay exceeds fifty thousand dollars (\$50,000), shall receive such life insurance that is equal to such base pay.

Section 15.5: Insurance Advisory Committee

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each of the bargaining units and the authorized representative of the City, at least once every three (3) months. The purposes of such meetings shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. This committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits, and chaired by the City Administrator. This advisory committee shall recommend to the City possible implementation of any such alternative plans and cost containment measures. The City Council shall have the final authority to approve/disapprove such recommendations, which have been approved by the bargaining unit(s) members.

Nothing in this section shall preclude remaining City departments (i.e., police department) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

ARTICLE XVI: DISABILITY & OTHER LEAVES OF ABSENCE

Section 16.1: Maternity / Paternity Leave

A leave of absence without pay of up to six (6) months shall be granted for maternity / paternity upon request. Such request must be presented in writing to the immediate supervisor,

setting forth a date the leave is to commence based upon physician recommendation. Return to work shall be as soon as reasonable after delivery, as permitted by the physician and so long as work is available.

Section 16.2: Injury Leave

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of Illinois Worker's Compensation Act, as hereinafter amended.

Section 16.3: Jury Leave

Employee's shall keep their jury duty pay and shall be compensated by the City for any difference therein based on their regular rate of pay for each day served in jury duty during their normal workday period.

Section 16.4: Military Leave

Military leave shall at least be granted in accordance with State and federal laws.

Section 16.5: Bereavement Leave

When death occurs in the family of any bargaining unit employee, said employee shall be granted three (3) days off without loss of pay, provided he/she actually attend the funeral. Where the three (3) days coincide with a Saturday or Sunday, such weekend days will not be paid.

Section 16.6: Emergency Leave

In cases where there is an emergency situation and/or illness of a serious nature in the home of an employee, that certain employee may be granted up to three (3) days per year, with pay, as "emergency leave", by the City Administrator, this time being noncumulative.

ARTICLE XVII: LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)

Section 17.1: Leave Entitlement

Pursuant to and in accordance with the "General Policy Statement", attached hereto as an Appendix to this Agreement, an employee who has been employed by the Employer for 12 months and who has completed 1250 hours of work during the 12 month period immediately preceding the commencement of such leave will be entitled to leave under the Family & Medical Leave Act (FMLA) in accordance with its provisions and the provisions of this Article. (Please refer to Family and Medical Leave Policy Appendix attached hereto and made an integral part hereof.)

Section 17.2: Year For Purpose of Determining Leave Entitlement

For purposes of determining an employee's leave entitlement under this Article and the FMLA, the 52-week period immediately preceding the commencement of leave under the Article and FMLA shall be the applicable measuring period.

Section 17.3: Payment of Group Insurance Premiums During Leave

Each employee on a leave issued under the FMLA shall remain responsible for paying the employee share of the premium for the insurance coverage elected by the employee upon expiration of their "paid leave" status. (While on "paid leave" status, the employee's share of the premium cost shall continue to be paid pursuant to the program as though they were on active duty status.) Such payment by the employee for their insurance premium shall be directly submitted to the employer, no later than the employee's normal payday, and shall be in the amount of premium owed by the employee. If the employee fails to timely pay such insurance premium payments, insurance coverage shall terminate for failure to pay.

ARTICLE XVIII: EMPLOYEE TRAINING AND EDUCATION

Section 18.1: Compensation For Training

The Employer agrees to compensate all bargaining unit employees for all hours spent at training, schools, and courses the Employer requires an employee to attend. Employees will be compensated in accordance with past practice for approved, but not required, training, courses, schools, conferences. When an employee has agreed to use his/her own automobile, mileage reimbursement shall be paid at the rate set by the IRS. 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 Employer will reimburse the employee the cost of lodging upon their turning in receipts.

Section 18.2: Educational Reimbursement

The purpose of the Tuition Reimbursement Program is to encourage employees to pursue continued education, which will benefit the employee and the Employer. Participation in the program is subject to the availability of funds and prior written approval by the City Administrator, whose approval shall not be unreasonably denied.

(A) Eligibility:

1. Employees must have completed either six (6) months of service or their probationary period appointment period whichever is longer.
2. Employees must be in good standing in their present position.
3. Employees should seek to exhaust all other sources of assistance (Veteran's benefits, scholarships, and grants) with the exception of student loans. The employee'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 thirty (30) days prior to the first meeting of a course.

(B) Institutions:

1. Employees 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 private and public institutions, the public institution shall be utilized.

(C) Eligible Courses:

1. The program is available for college level courses that are generally job-related.
2. Employees 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 Administrator.
4. Courses are to be taken on the employee's 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 to the employee:
 - 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.
 - c. Reimbursement under this Article shall not exceed \$5,200.00 annually.

(E) Obligation Period:

1. If an employee voluntarily leaves employment with the Employer within two (2) years of completing a reimbursed course, a percentage amount of reimbursed expenses will be due the Employer according to the following schedule:

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

(F) Completion Forms

1. Before signing up for any courses, an employee must complete a "Request To Participate In The Tuition Reimbursement Program" form and submit it to the City Administrator at least thirty (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. 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 and tuition paid.

ARTICLE XIX: MISCELLANEOUS PROVISIONS

Section 19.1: Driver's and/or Commercial Driver's License

Employees whose job duties require a driver's license shall obtain and maintain such as a condition of continued employment. Furthermore, employees shall maintain an operating telephone in their place of residence or a cell phone.

Any such employee so required to maintain such employment related license must immediately notify Employer of suspension or loss of such license. While the loss of such license may constitute grounds for immediate dismissal, the failure to notify Employer pursuant to this Section may constitute grounds for immediate dismissal.

Furthermore, an employee required to obtain and maintain a commercial driver's license shall be reimbursed the renewal fee by the Employer.

Section 19.2: Work Rules

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union representative shall be given five (5) business days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. If no such notice is received within the said five (5) business days, such changes shall automatically take effect without further notice upon expiration of the above five (5) business days period.

Section 19.3: Personal Use of City Equipment

Employees covered by the terms of this Agreement shall not use City vehicles and/or equipment for personal use unless otherwise previously authorized by the Employer. Failure to adhere to this Section may constitute grounds for discipline up to and including discharge from employment with the City.

Section 19.4: Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's duties, functions, responsibilities, or position as an employee of the City and may be subject to discipline up to and including discharge from employment with the City.

Section 19.5: Survivor Benefit

The Employer agrees to defray all reasonable funeral and reasonable burial expenses of any employee covered by this Agreement killed in the line of duty.

Section 19.6: Professional License / Certification Fee(s)

The Employer shall reimburse the employee for renewal fee(s) associated with maintaining their professional license or certification related to and necessary for the performance of their duties with the Employer.

ARTICLE XX: PERSONNEL FILES

Section 20.1: Personnel File Inspection

The Employer's central personnel files and disciplinary history relating to any employee covered by the terms of this Agreement shall be open and available for inspection by the affected employee pursuant to the Illinois Personnel Records Review Act (820 ILCS 40/0.01 et. seq.), as hereinafter amended or otherwise appealed.

ARTICLE XXI: LABOR/MANAGEMENT MEETINGS

Section 21.1: Labor Management Meetings

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) calendar days in advance, except as exigent circumstances may dictate, a request to the other for a "labor/management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- a. discussion on the implementation and general administration of the Agreement;
- b. a sharing of general information of interest to the parties; and,
- c. work safety.

Section 21.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at

"labor/management meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE XXII: DISCIPLINARY PROCEDURES

Section 22.1: Employee Discipline

The parties recognize the principles of progressive and corrective discipline. Discipline shall be imposed for just cause only. The level of discipline may be dependent upon the nature and severity of the alleged offense and shall be appropriate under the circumstances. Discipline shall be limited to:

- (1) oral reprimand issued by the Department Head
(including coaching, counseling and retraining if necessary)
- (2) written reprimand issued by the Department Head
- (3) suspension of not more than one (1) day issued by the Department Head
- (4) suspension of more than one (1) day issued by the City Administrator
- (5) discharge issued by the City Administrator

Any disciplinary action or measure imposed upon an employee shall be processed solely through the grievance procedures contained herein.

Any disciplinary action imposed shall be conducted in a manner that will not embarrass the employee before other employees or before the public nor shall any discipline in excess of twenty-four (24) months be used for the purposes of further discipline.

Section 22.2: Meeting Prior To Disciplinary Action

Prior to actual imposition of suspension without pay, or discharge, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. (The Employer is not required to conduct a pre-disciplinary meeting when issuing oral and/or written reprimands.) Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Section 22.3: Right to Representation

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

Section 22.4: Duties and Responsibilities

The Employer has the right to expect employees to maintain a professional attitude and work ethic in the on-going performance of their duties and responsibilities.

ARTICLE XXIII: SAFETY

Section 23.1: Compliance With Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

Section 23.2: Unsafe Conditions

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

ARTICLE XXIV: DRUG AND ALCOHOL TESTING

Section 24.1: Statement of Policy

It is the policy of the City of Countryside that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect its employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees and the general public. Furthermore, the provisions contained herein do not serve to replace or otherwise reduce federal mandates with regard to those employees so covered (i.e., commercial drivers' license personnel).

Additionally, it is the express understanding of the parties that the provisions contained herein shall supersede and preempt any conflicting provisions that may be contained within the Municipal Code or other "ordinance" or "resolution" in effect at the time.

Section 24.2: Definitions

(a) **Restricted Period**: A "restricted period" means the following:

- (1) any time the employee is entitled to compensation from the Employer pursuant to a provision of this Agreement, other than non-scheduled work hours for which an employee is entitled to compensation;
- (2) any time the employee is present on the Employer premises; or
- (3) any time the employee is operating a vehicle or equipment owned or leased by the Employer.

b) **"Drug"**: A "drug" is any non-prescribed controlled substance to which the employee is authorized to possess or consume by law.

c) **Positive Test Result**: A "positive test result" means that a test performed: (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of

.04% or more; (ii) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .04% or more during a restricted period; (iii) on a urine specimen provided by the employee detected any amount of a drug.

(d) **Reasonable Suspicion**: "Reasonable Suspicion" shall be defined as an articulable belief in based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol.

Section 24.3: Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing drugs or alcohol (unless in accordance with duty requirements) at any time during a restricted period, including when in the employee's personal vehicle while engaged in the Employer's business;
- (b) illegally selling, purchasing or distributing any drug or alcohol during a restricted period, unless in accordance with duty requirements;
- (c) being under the influence of drugs or alcohol during a restricted period;
- (d) abuse of legal drugs during a restricted period;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 24.4: Testing Conditions

(a) The Employer shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, where "reasonable suspicion" exists that the employee is in violation of the above prohibitions stated in herein. At least one (1) supervisory personnel, who may be a member of the bargaining unit represented by the Union, must confirm their "reasonable suspicion" concerning the affected employee prior to any order to submit to drug or alcohol testing authorized herein. The Employer may provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from these facts which have formed the basis of the order to test. The employee may be permitted to consult with a representative of the Union and/or legal counsel at the time the order is issued. No employee shall be questioned without first being afforded the right to Union representation and/or legal counsel. However, any exercise of the rights contained herein shall not serve to delay the testing of the employee. The employee shall complete the test requested by the Employer within one (1) hour of issuance of the order. Failure to consult with a representative of the Union and/or legal counsel shall not serve to mitigate the result of said test. Refusal to submit to such testing shall subject the employee to immediate discharge, but the employee's taking of such test shall not constitute a waiver of any objection or rights that the employee may have.

(b) The Employer may require an employee to supply a blood or urine sample for testing prior to reinstatement to active status following any unpaid leave of absence in excess of thirty (30) days without the requirement of "reasonable suspicion".

Section 24.5: Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Insure to the best of the Employer's knowledge and belief that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a "chain of custody" procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result (no employee covered by this Agreement shall be permitted at any time to become a part of such "chain of custody");
- (d) Provide each employee tested with a copy of all information and reports received in connection with the testing and the results;
- (e) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result reported to the Employer.

Furthermore, to the best of the Employer's knowledge and belief, the clinical laboratory or hospital facility conducting the tests shall be responsible for:

- (a) Collecting a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the employee.
- (b) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.
- (c) Confirm any sample that tests positive in the initial screening for drugs or alcohol by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests.

- (e) Be required to report to the Employer that the blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular "drug". The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests.
- (f) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 24.6. Employee Right to Grieve

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Said grievance shall be initially filed at "Step Two" (City Administrator) of the Grievance Procedures contained herein.

Section 24.7: Discipline

(a) **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to discipline appropriate under the circumstances, pursuant to the provisions of this Agreement. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. (The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.)

(b) **Refusal To Provide A Blood or Urine Specimen:** An employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer, shall constitute cause for immediate discharge of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen. If an employee is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.

(c) **Tampering With or Substitution Of A Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for immediate discharge of the employee who engages in such activity.

(d) **Felony Conviction:** The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for immediate discharge, whether or not such felony occurred during a restricted period.

Section 24.8: Voluntary Request For Assistance

The employee shall not be subject to disciplinary action when voluntarily seeking treatment, counseling or other support for drug or alcohol related problems. All such requests shall be confidential and any information received by the Employer shall not be used in any manner adverse to the employee and/or Employer's interests. However, the Employer shall not be obligated to retain the employee on active status throughout the period of such rehabilitation if it is appropriately determined that the employee's current use of drug or alcohol prevents such employee from performing his/her duties or whose continuance on active status would constitute a direct threat to property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave of absence periods (excluding sick leave) or take an unpaid leave of absence, at the employee's option, pending completion of such rehabilitative treatment. While on an "unpaid" leave, pursuant herein, the employee is responsible for payment of any and all health insurance premium costs related to the employee's continued employment. The foregoing shall not limit the Employer from imposing appropriate disciplinary action if the employee subsequently fails to successfully complete such rehabilitative treatment.

ARTICLE XXV : NON-DISCRIMINATION

Section 25.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 25.2: Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, disability, sexual orientation, marital status, ancestry, parental status, military discharge (so long as not prohibited by law), or national origin of the employee; nor activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or re-assigned or have any of their duties changed for reasons prohibited by this Section.

Section 25.3: Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well:

It is understood by the Employer and the Union that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees

covered herein by the terms of this Agreement. Such terms as employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated be understood to include all employees.

ARTICLE XXVI: SUBCONTRACTING

Section 26.1: General Policy

It is the general policy of the Employer to continue to utilize employees in their present classifications to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and improved work product or emergency.

Section 26.2: Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in the bargaining unit the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including the impact of such on employees.

ARTICLE XXVII: SAVINGS CLAUSE

Section 27.1: 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 XXVIII: TERMINATION

Section 28.1: Term of Agreement

This Agreement shall be effective upon the date of its adoption and shall remain in effect until the 30th day of April, 2028, except as hereinafter provided. It 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) calendar days or more than ninety (90) calendar days before the expiration date. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement after January 1st of any given year. Termination notices shall be considered to have been given as of the date shown on the postmark.

Section 28.2: Continuing Effect

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect by mutual consent. Either party must inform the other within five (5) days of its desire to terminate the contract under this paragraph.

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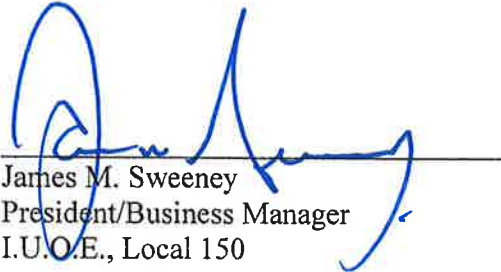
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS 24 DAY OF April, 2024, IN THE CITY OF
COUNTRYSIDE, STATE OF ILLINOIS:

FOR THE EMPLOYER:

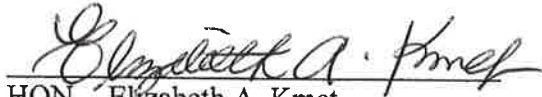


HON. Sean R. McDermott
MAYOR
City of Countryside

FOR THE UNION:



James M. Sweeney
President/Business Manager
I.U.O.E., Local 150



HON. Elizabeth A. Kmet
CITY CLERK
City of Countryside



Deanna M. Distasio
I.U.O.E., Local 150 Attorney

(SEAL)



[Public Works / Water Department]

Employees assigned to the position of "Crew Chief" shall receive a \$3,900 wage adjustment, prorated and payable pursuant to the employer's normal twenty-six (26) pay period schedule. Such wage adjustment shall apply to all hours worked, including overtime. The employer shall post a notice of vacancy for the Crew Chief position and those interested shall apply. The assignment of up to two (2) Crew Chiefs is solely and exclusively at the discretion of the Superintendent. With reasonable notice, the assignment of Crew Chief can be terminated by either the Superintendent or the employee assigned with no adverse consequences for the employee.

FY25	4.00%
FY26	3.00%
FY27	3.00%
FY28	2.75%

	5/1/23 <u>Present</u>	Effective <u>5/1/24</u>	Effective <u>5/1/25</u>	Effective <u>5/1/26</u>	Effective <u>5/1/27</u>
<u>MAINTENANCE WORKER 1</u>					
Start	54,235	56,404	58,096	59,839	61,485
After 1 Year	55,873	58,108	59,851	61,646	63,342
After 2 Year	57,541	59,843	61,638	63,487	65,233
After 3 Year	59,266	61,637	63,486	65,390	67,188
After 4 Year	61,051	63,494	65,398	67,360	69,213
After 6 Year	64,766	67,357	69,377	71,459	73,424
After 8 Year	66,696	69,364	71,445	73,589	75,612

	5/1/23 <u>Present</u>	Effective <u>5/1/24</u>	Effective <u>5/1/25</u>	Effective <u>5/1/26</u>	Effective <u>5/1/27</u>
<u>MAINTENANCE WORKER 2</u>					
Start	62,893	65,409	67,371	69,392	71,300
After 1 Year	64,795	67,387	69,409	71,491	73,457
After 2 Year	66,726	69,395	71,477	73,621	75,645
After 3 Year	68,714	71,462	73,606	75,814	77,899
After 4 Year	70,792	73,624	75,832	78,107	80,255
After 6 Year	72,898	75,814	78,088	80,431	82,643
After 8 Year	75,632	78,657	81,017	83,448	85,742
After 10 Year	79,793	82,985	85,474	88,038	90,459

	5/1/23	Effective	Effective	Effective	Effective
<u>MECHANIC</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	67,282	69,973	72,072	74,234	76,276
After 1 Year	69,300	72,072	74,234	76,461	78,564
After 2 Year	71,123	73,968	76,187	78,473	80,631
After 3 Year	73,512	76,452	78,746	81,108	83,339
After 4 Year	75,735	78,765	81,128	83,562	85,860
After 6 Year	77,987	81,107	83,540	86,046	88,412
After 8 Year	80,329	83,542	86,048	88,630	91,067
After 10 Year	85,243	88,653	91,313	94,052	96,639

	5/1/23	Effective	Effective	Effective	Effective
<u>BUILDING MAINTENANCE TECHNICIAN</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	70,207	73,015	75,206	77,462	79,592
After 1 Year	72,314	75,207	77,463	79,787	81,981
After 2 Year	74,478	77,457	79,781	82,174	84,434
After 3 Year	76,730	79,799	82,193	84,658	86,987
After 4 Year	79,012	82,173	84,638	87,177	89,574
After 6 Year	81,383	84,638	87,177	89,793	92,262
After 8 Year	86,354	89,808	92,503	95,278	97,898
After 10 Year	91,591	95,255	98,113	101,056	103,835

	5/1/23	Effective	Effective	Effective	Effective
<u>LEAD WATER PLANT OPERATOR</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	70,207	73,015	75,206	77,462	79,592
After 1 Year	72,314	75,207	77,463	79,787	81,981
After 2 Year	74,478	77,457	79,781	82,174	84,434
After 3 Year	76,730	79,799	82,193	84,658	86,987
After 4 Year	79,012	82,173	84,638	87,177	89,574
After 6 Year	81,383	84,638	87,177	89,793	92,262
After 8 Year	86,354	89,808	92,503	95,278	97,898
After 10 Year	91,591	95,255	98,113	101,056	103,835

	5/1/23	Effective	Effective	Effective	Effective
<u>WATER PLANT OPERATOR</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	64,356	66,930	68,938	71,007	72,959
After 1 Year	66,286	68,938	71,006	73,136	75,147
After 2 Year	68,277	71,008	73,138	75,332	77,404
After 3 Year	70,324	73,137	75,331	77,591	79,725
After 4 Year	72,430	75,327	77,587	79,914	82,112
After 6 Year	74,595	77,578	79,906	82,303	84,566
After 8 Year	79,158	82,324	84,794	87,338	89,740
After 10 Year	83,986	87,345	89,966	92,665	95,213

	5/1/23	Effective	Effective	Effective	Effective
<u>PUBLIC WORKS FOREMAN (VACANT)</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	73,132	76,058	78,340	80,690	82,909
After 1 Year	75,326	78,339	80,690	83,110	85,396
After 2 Year	77,579	80,682	83,103	85,596	87,950
After 3 Year	79,920	83,116	85,610	88,178	90,603
After 4 Year	82,317	85,610	88,178	90,823	93,321
After 6 Year	84,774	88,165	90,810	93,534	96,107
After 8 Year	89,952	93,550	96,357	99,248	101,977
After 10 Year	92,644	96,350	99,241	102,218	105,029

	5/1/23	Effective	Effective	Effective	Effective
<u>CUSTODIAN (VACANT)</u>	<u>Present</u>	<u>5/1/24</u>	<u>5/1/25</u>	<u>5/1/26</u>	<u>5/1/27</u>
Start	46,805	48,677	50,137	51,641	53,061
After 1 Year	48,209	50,137	51,642	53,191	54,654
After 2 Year	49,642	51,628	53,177	54,772	56,278
After 3 Year	51,133	53,179	54,774	56,417	57,969
After 4 Year	52,684	54,792	56,436	58,129	59,727
After 6 Year	54,265	56,435	58,128	59,872	61,518
After 8 Year	57,569	59,872	61,668	63,518	65,265
After 10 Year	59,296	61,668	63,518	65,423	67,222

APPENDIX B

ADMINISTRATION OF ARTICLE XVII **FAMILY AND MEDICAL LEAVE POLICY**

Policy Statement

The Family and Medical Leave Act (FMLA) provides certain employees unpaid family and medical leave for up to 12 weeks in every 12 month period, based on any one of the following reasons:

1. Birth of a child and in order to care for the child or placement of a child with an employee for adoption or foster care, which requires that leave be taken within 12 months following the child's birth or placement with the employee; or
2. Care for a member of the immediate family (spouse, child or parent) so long as such immediate family member has a serious health condition; or
3. Serious health condition of the employee which makes the employee unable to perform employment duties.

Definitions

1. A "12 month" period means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" does not include unmarried domestic partners. If both spouses work for the Employer, their total leave in any 12 month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. "Child" means a child either under the age of 18 years or 18 years of age, or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and include a biological, adopted, foster or step-child.
4. "Serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:
 - a. Inpatient care; or
 - b. Period of incapacity requiring absence from work for MORE THAN 3 CALENDAR DAYS and that involves continuing treatment by a health care provider; or

- c. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of MORE THAN 3 CALENDAR DAYS; or
 - d. Prenatal care by a health care provider.
5. "Continuing treatment" means the following:
- a. 2 or more visits to a health care provider; or
 - b. 2 or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
 - c. A single visit to a health care provider that results in a regimen of continuing treatment; or
 - d. In case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

In Order To Be Eligible For FMLA Benefits

An employee must:

- 1. Have worked for at least 12 months; and
- 2. Have worked at least 1250 hours over the previous 12 month period.

Partial Leave (Intermittent or Reduced)

1. An employee may take leave a few days or a few hours at a time, or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary".

- a. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
- b. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

2. For part-time employees or those working variable hours, the FMLA benefits are calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

Substitution Of Paid Time Of Record

- 1. Employees will be **required** to substitute time of record for any part of a family medical leave taken for any reason, as well as any other accrued time off with pay.
- 2. When the employee has used their accrued paid time, the employee may request an additional period of unpaid leave be granted so that the total of paid and unpaid leave periods equals 12

weeks. This does not preclude the parties from also using the employee's accrued sick leave of record.

Notice Requirement

1. An employee is required to give 30-day notice in the event of a foreseeable leave. A "REQUEST FOR FAMILY LEAVE" form should be completed and returned to the Employer. In unexpected or unforeseen situations, an employee should provide as much notice as is practical, usually verbal notice within 1 or 2 business days of when the need for leave becomes known, followed by a completed "REQUEST FOR FAMILY/MEDICAL LEAVE".

Medical Certification

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "PHYSICIAN CERTIFICATION" form. Medical certification must be provided by the employee within 15 days after requested, or as soon as it is reasonably possible.

2. A second or third medical opinion may be required at the Employer's expense, as well as periodic reports on the employee's status and intent to return to work, and a fitness for duty report in order to return to work.

3. All such documents regarding medical condition will be held in strict confidence.

Effect On Employee Benefits

1. The employee will continue to be covered under the group health insurance plan and other insurance plans in effect, under the same terms and conditions of coverage.

2. Employee contributions will be required either through payroll deduction or by direct payment to the Employer, upon the expiration of their "paid leave" status through the remainder of their leave period. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

3. Employee insurance shall be terminated by the Employer after the employee's contribution payment is more than 30 days late.

4. If the Employer pays the employee's contributions missed while on leave, the employee will be required to reimburse the Employer for delinquent payments (pursuant to payroll deduction) upon their return from leave. **The Employee will be required to sign a written statement at the beginning of the leave authorizing such payroll deduction for delinquent payment.**

5. If the employee fails to return from unpaid family/medical leave for reasons other than:
a. The continuation of a serious health condition of the employee or a covered family; or

- b. Circumstances beyond the employee's control. (Wherein certification is required within 30 days of failure to return for either reason)

The Employer may seek reimbursement from the employee for the portion of insurance premiums paid by the Employer on behalf of the employee during the period of leave.

6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to such leave.

Job Protection

1. If the employee returns to work within 12 weeks following a family/medical leave, they will be reinstated to their former position or an equivalent position with equivalent pay, benefits and status.
2. The employee's restoration rights are the same as they would have been had the employee not been on leave. Therefore, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
3. If the employee fails to return within 12 weeks following a family/medical leave, the employee will be reinstated to their same or similar position, only if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.