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PREAMBLE

This Agreement, reached this 1st day of July, 2013 between the City of Dixon, Illinois, hereinafter called "Employer," or "City", and Local Union Number 196 of the International Brotherhood of Electrical Workers hereinafter called "Union."

The Employer and the Union desire to establish a standard of conditions under which the Employees shall work for the Employer during the term of this Agreement and the desire to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for the settling of any disputes.

The Union is recognized as the sole collective bargaining agent with respect to rate of pay, hours of employment and other conditions of employment, for all Union employees working in the Water Department for the Employer.

ARTICLE 1

Section 1.1 Recognition of Union. Pursuant to certification of the Illinois State Labor Relations Board in Case No. S-RC-06-115, February 7, 2006, Employer recognizes the Union as the exclusive bargaining agent for all employees in the unit set forth below for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as defined in The Act.

Section 1.2 Scope of Unit: All persons employed in the City of Dixon Water Department; but excludes all other employees of the City of Dixon; and all supervisors, managers, clerical and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 1.3 Definition of Employees. Whenever used in the Agreement, the term "employee(s)" shall mean all regular full-time and regular part-time employees (as defined in Section 1.4 and 1.5 of this Article) employed within the Scope of Unit (defined in Section 1.1 this Article) by Employer.

Section 1.4 Definition of Regular Full-time Employees. Those employees who are normally scheduled to work 40 hours per week and have completed a six (6) month probationary period.

Section 1.5 Definition of Regular Part-Time Employees. Those employees who are regularly scheduled to work not more than thirty-two (32) hours per week (1664 hours per calendar year) in an established job classification, and have completed a six (6) month probationary period, provided that such assignment shall not result in the loss of regular employment for regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees. All benefits unless stated as being for regular part-time employees are provided for regular full-time employees only. Seasonal employees will not be included in the bargaining unit.

Section 1.6 Definition of Probationary Employees. An employee who has never accrued seniority under this Agreement or predecessor agreements between Employer and the Union, or an employee rehired after termination of seniority shall be in "probationary" status until he has completed six (6) months of work. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement nor shall the employee so affected have recourse to grievance procedures and arbitration.

Section 1.7 Definition of Short-Term Employees. Those employees who are employed for less than 1,000 hours during the calendar year without a reasonable expectation of being rehired for the same service in a subsequent calendar year. This does not prohibit such employee from

being rehired in a subsequent calendar year. Short-term employees shall not be members of the bargaining unit and thus shall not be covered by this Agreement. Use of short-term employees shall not result in the loss of regular employment for regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees.

Section 1.8 Job Classification. In the event any of the job titles listed in Appendix A are replaced or reclassified or are succeeded by new classifications, such replacement, reclassification, or successor positions shall become a part of this unit. Employer agrees to meet and negotiate with Union, if requested within 10 days after Chief Union Steward and Local 196 Elgin office receive new classification, as to the appropriate pay level to be assigned. If agreement cannot be reached after a reasonable period of negotiation, Union has recourse to Article 6, Grievance Procedure and Arbitration.

Section 1.9 Bargaining Unit Work. Work that has been performed by members of this bargaining unit will continued to be performed by members of this bargaining unit. Management, supervisory personnel or other City employees shall not perform work traditionally performed by the Water Department prior to this agreement. This agreement shall not alter the working duties of the Superintendent of the Water Department, who shall be allowed to perform work that has been traditionally performed by the Superintendent. However, if the Superintendent elects to perform any duties previously performed by members of the bargaining unit he shall be required to pay working assessments to IBEW 196 for all hours worked on bargaining unit work.

ARTICLE 2 DURATION

Section 2.1 Duration. This Agreement shall take effect May 1, 2013, and shall remain in effect until April 30, 2016. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

Section 2.2 Termination of Agreement. Either party desiring to change or terminate this Agreement must notify the other in writing, by registered mail, at least ninety (90) days prior to April 30, 2016. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

Section 2.3 Changes mutually agreed to by both the Employer and the Union may be made at any time.

ARTICLE 3 NO STRIKE—NO LOCK OUT

Section 3.1 There shall be no stoppage of work by either strike or lockout because of any dispute over matters relating to the provisions herein or during the time that any grievance is in dispute. All such matters must be handled in the manner later provided in this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1 Grievance Introduction. The City of Dixon agrees to meet with the duly accredited officers of the Union and/or its designees as outlined in this Article to resolve differences that may arise between the Employer and the Union. The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, and the meaning, interpretation or application of the provisions of this Agreement.

The following steps shall be followed in processing a grievance under this procedure:

Section 4.2 Step 1. The steward on a job in case of a grievance shall submit the matter to the Water Superintendent or designee, in writing, within ten (10) calendar days of the time the Union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance. The determination of the Superintendent or designee shall be in writing, and issued within ten (10) working days of the submission.

Section 4.3 Step 2. If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 1, the Union shall submit the grievance in writing within said ten (10) working days to the Director of Public Works or his designee. The determination of the Director of Public Works or designee shall be in writing, and issued within ten (10) days of the submission.

Section 4.4 Step 3. If the grievance is not resolved satisfactorily within ten (10) working days after the determination in Step 2, the Union shall submit the grievance in writing within an additional ten (10) working days to the Personnel Director or his/her designee, whose decision shall be issued within ten (10) working days from submission. That decision shall be in writing.

Section 4.5 Step 4. If the grievance is not resolved satisfactorily after submission to Step 3, then either party may submit the matter to arbitration according to the procedures set forth in Article V. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Personnel Director or within twenty (20) working days after such decision was due.

Section 4.6 Withdrawal. A grievance which is not submitted within the requisite time limits for any particular step shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

ARTICLE 5 ARBITRATION

Section 5.1 Definition. If the representatives of the Employer and of the Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

Section 5.2 Selection. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators, all of whom are members of the National Academy of Arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

Section 5.3 Fees. The fees and expenses for the arbitrator's services, if any, shall be borne by the Employer if the arbitrator fully sustains the Union's grievance, by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensation its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE 6 DUES DEDUCTION

Section 6.1 Definition. Each bargaining unit employee, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, shall join and remain a member of the Union or pay a fair share fee to the Union in an amount certified to the City by the Union. The City shall continue to deduct Union dues, initiation fees and uniform assessments and transmit the same to the Union in the same manner as has been the practice of the parties. In the event that an employee covered by the terms of the Agreement shall not voluntarily sign a check-off authorization or in the event that an employee who has previously signed an authorization objects to a specific deduction or assessment, the employer shall make an involuntary check-off in the amount previously certified providing the Union specifies the method used in the calculation of the check-off amount to the employer by the Union as the fair share amount of collective bargaining costs, which shall not exceed regular Union dues, and promptly forward such sums to the Union provided such check-off is consistent with current law. Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employee's start day. Should an employee object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, that employee may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected employee and the Union. The Union shall indemnify and hold harmless the employer from any liability and costs of defense incurred by the proper compliance with the terms of this Article and Section.

Section 6.2 Certification. The Union shall certify to the City and provide the City with satisfactory proof of the amount of the "fair share" payment and the membership dues payment at least annually.

Section 6.3 Payment to the Union. The City shall pay the Union for the amounts withheld from each employee paycheck according to current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

ARTICLE 7 SENIORITY AND PROMOTIONS

Section 7.1 Definition. Seniority means an employee's length of continuous uninterrupted service with the Department since his last date of hire and shall only have effect in the Department. An employee's seniority shall be lost by voluntary resignation, discharge for a just

cause, retirement, failure to return from a leave of absence and by being absent for three (3) consecutive work days without reporting off. An employee absent because of lay-off, illness or injury will retain his seniority for a period equal to his period of service, i.e. seniority date to date of start of absence, but no longer than twenty-four (24) months regardless of length of service.

Section 7.2 Postings. Any opening in the Water Department shall be posted internally for a period of seven (7) working days prior to advertising the position to the public.

Section 7.3 Eligibility for Openings. Any employee shall be eligible to apply for openings in the Water Department. Seniority will be used as one factor in making decisions relative to employee treatment under this agreement. In any case where a decision must be made relative to two (2) or more employees under the provisions of this Article, seniority shall be the determining factor where the skill, ability and physical fitness of those employees are such that they can and do demonstrate the ability and physical fitness to perform the work in a manner which has been usually and customarily acceptable to the City.

Section 7.4 Trial Period. An employee selected in accord with section 7.3 shall complete a trial period of at least ninety (90) days but not more than one hundred twenty (120) days.

If employee cannot successfully perform the work, or decides to withdraw their posting, during this trial period, employee will return to the position formerly held. In this case, Employer shall select the next qualified person on the bid list if it is less than six (6) months old. Otherwise Employer shall initiate a new posting.

Section 7.5 Seniority List. Once each year, or as the bargaining unit changes, the City shall post a seniority list for the Water Department showing the seniority of each employee. A copy of the seniority list shall be furnished to Local 196 when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

ARTICLE 8 LAYOFF AND RECALL

Section 8.1 Where the City determines it is necessary to reduce the number of employees employed within the Bargaining Unit, the City may, at its discretion, layoff employees, after giving notice in writing delivered thirty (30) days in advance by personal delivery or certified mail addressed to the last available address of Local 196 Union Hall, and the City shall follow the following procedures in the layoff and recall of employees:

(a) All part-time and seasonal employees will be laid off first. If further reductions are necessary, probationary employees shall be laid off before any employee with established seniority.

(b) Thereafter, employees within the Bargaining Unit, will be laid off in inverse order to their established seniority, provided, however, that any employee with greater seniority must be qualified and able to satisfactorily perform the duties of any new position to which the employee will be assigned because of the layoff of a less senior employee in order to avoid layoff in place of a qualified less senior employee;

(c) In recalling employees from layoff, the City will recall employees with established seniority in inverse order of their layoff from the Unit, provided that the employee being recalled is qualified and able to satisfactorily perform the duties of the position within the Unit to be filled by recall;

(d) Nothing in this article shall prevent or bar the Union and the City from mutually agreeing to a program designed to avoid or curtail layoffs

by spreading available work or hours among employees within the unit.

Section 8.2 When a laid-off employee is recalled for work, the Employer will notify the union by letter and the employee by registered mail. When an employee is recalled, he must comply with the following procedure or lose his seniority rights and be removed from the recall list.

(a) The employee must report his intention of returning to work within three (3) days, not including Saturday, Sunday, and Holidays, from the date of his Notification, and must actually report for work within seven (7) calendar days from the Date of notice to his last address or telephone number on record with the employer.

(b) An employee must accept recall to any classification in his Department.

ARTICLE 9 INJURY LEAVE AND SICK LEAVE

Section 9.1 Injury Leave

- (a) An employee who has at least one year service with the City and who is injured in the line of duty and receives Workmen's Compensation payments shall be entitled to receive his full salary for a period of up to four months in any calendar year, except that he shall remit to the City whatever monies he shall receive under Workmen's Compensation. In no instance shall he receive a total pay in excess of his earnings had he not been disabled.
- (b) An employee who has at least one year of service and who is ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another employer shall be entitled accrue to twelve (12) days paid sick leave in each calendar year.
- (c) An employee with less than one year service with the City but more than thirty days service shall be entitled to a proration of sick pay (as provided in (b) above) as his service is to one year. This benefit is solely and exclusively to be applied to service-connected illness or injury for which Workmen's Compensation is paid. The employee will remit to the City whatever weekly benefit he receives by reason of payment from Workmen's Compensation insurance carriers or others.
- (d) An employee who is continuously absent under this provision for any period of time which extends from one calendar year into another will be allowed to use his entitlement as provided herein for the year in which the disability began even though some part of its benefits are paid in the next calendar year.
- (e) Any benefits received under this Article after three (3) days of absence (or repeated absences) shall be contingent upon the employee furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. After the employee has submitted physician billing statements for medical insurance payment the City will reimburse the employee for any actual out of pocket charges due under the medical insurance program. It is understood that an employee making application for, or receiving, benefit under this policy may be required to undergo a physical examination by a physician designated by the City. It is further agreed that an employee making application for, or receiving, benefits under this policy releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

Section 9.2 Sick Leave Incentive. Employees who complete a full fiscal year of service and who use less than eight (8) hours of sick leave during that fiscal year shall earn an incentive bonus based on the following usage:

0 hours of sick leave taken May 1-April 30	= \$250.00 bonus
1-8 hours of sick leave taken May1-April 30	= \$100.00 bonus

Section 9.3 Rate of Pay and Accumulation. All hours paid as sick leave shall be at the straight time rate of pay. Each employee employed as of May 1, 2013 shall be credited with eighty-eight (88) days of sick leave and an additional four (4) days of sick leave for each completed year of service with the City. This leave shall be placed in a sick leave bank for use by the employee. Any days accumulated but unused may be applied to service credits per the IMRF law at the time of the employee's retirement from the City. If these days are not used for IMRF service credit, the days remaining in the sick leave bank will not be paid out or credited in any other manner.

ARTICLE 10 VACATION

Section 10.1 Full time employees are entitled to vacation benefits as listed below:

1 through 4 years of service	10 days
5 through 20 years of service	11 days at 5 years plus 1 day added for each year thereafter to 21 days
After 20 years	26 days

All hours taken as vacation leave shall be paid at the straight time rate of pay. Vacation requests shall not be unreasonably withheld by management.

ARTICLE 11 HOLIDAYS RECOGNIZED BY THE EMPLOYER

Section 11.1 Holidays. Employees shall receive the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving and Christmas day.

An employee who is scheduled to work and who works on an observed holiday shall receive double times the employee's regular rate of pay for all hours worked on that holiday plus holiday pay. For all hours worked in excess of eight (8) hours on the day observed as a holiday, the employee will be paid double times the employee's straight-time rate of pay in addition to the employee's straight time rate of pay.

In addition to the above holidays, all full-time employees shall be granted 5 personal days to be taken at the option of the employee. Request for this Personal Day shall be submitted to the employee's supervisor, in accordance with his regulations. The supervisor will make the decision if the Personal Day should be granted at that time. Personal days cannot be taken in conjunction with vacation days or holidays. If a Holiday named above falls on a Saturday, it will be observed

on the Friday before it; if the Holiday falls on a Sunday, it will be observed on the Monday following.

ARTICLE 12 BEREAVEMENT LEAVE

Section 12.1 Bereavement Leave. Employees working under this agreement shall receive bereavement as follows:

1. Up to one week's leave with pay shall be allowed, if necessary, in case of death of a parent, sister, brother, spouse or child.
2. Up to three days with pay shall be allowed, if necessary, in case of the death of a grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law.
3. To qualify for bereavement pay the employee must actually attend the funeral of the above mentioned relative. Employees shall also be allowed to use a personal day to attend the funeral of a niece, nephew, cousin, aunt or uncle who is a blood relative of the employee.

ARTICLE 13 TRAINING

Section 13.1 Introduction. Personnel will be selected on the basis of the initiative, aptitude, and job interest for specialized courses relating to their profession. Personnel selected to attend any specialized course will be reimbursed for tuition, meals, lodging, and mileage after successful completion of the course.

Section 13.2 Compensation. Pay for travel time going to and from training sites will be compensated in the following manner:

1. Employees will be compensated as described in Article 16 only for that travel time in excess of 1 hour (as determined from City of Dixon City Hall, using Yahoo! Maps Driving Directions) expended to and from training sites for mandatory training.
2. No compensation for travel time will be given for travel to and from training sites less than 1 hour from City Hall as it is considered part of the employee's normal commute to a designated work site.
3. Reimbursement for travel time, tuition, fees, and other expenses for non-mandatory training will be subject to prior approval by the Water Superintendent.

ARTICLE 14 HEALTH BENEFITS PROGRAM

Section 14.1. The City shall continue to provide the negotiated health insurance options for the duration of this agreement. There shall be two (2) options available to members covered by this agreement, namely Plan "D", and Plan "E". Plan "E" shall be a Health Savings Account (HSA). The structure and benefit schedules of each plan shall not be changed for the duration of this agreement and are as follows:

SCHEDULE OF BENEFITS – CITY OF DIXON PLAN D AND E

	Plan D		Plan E - HSA	
	PPO	Non-PPO	PPO	Non-PPO
LIFETIME MAXIMUM BENEFIT PAYABLE WHILE COVERED – When switching Plans, your lifetime maximum in the new Plan will be reduced by any amounts payable under the previous City of Dixon Plan options.	\$2,000,000			
CALENDAR YEAR DEDUCTIBLE – applies to all benefits unless otherwise stated. (PPO and Non-PPO amounts combine) INDIVIDUAL FAMILY Individuals in Plan E with family coverage, the family deductible amount must be satisfied before any benefits are payable.	\$500 \$1,000	\$1,000 \$2,000	\$1,250** \$2,500**	\$2,000** \$4,000**
CALENDAR YEAR OUT-OF-POCKET (Excluding deductible) (Expenses paid at 50% do not apply to the out-of-pocket) (PPO and Non-PPO amounts combine) INDIVIDUAL FAMILY	\$1,000 \$2,000	\$2,000 \$4,000	\$3,000 \$5,000	\$5,000 \$10,000
CO-INSURANCE AFTER DEDUCTIBLE , (Unless otherwise stated herein). Benefits will increase to 100%, for the remainder of the calendar year, after the out-of-pocket maximum has been met.	90%	80%	90%	60%
SUPPLEMENTAL ACCIDENT (Services must be rendered within 90 days of accident)	No deductible 100% up to \$300 per accident. After the maximum, the deductible and regular benefit applies to covered expenses.		N/A Regular benefits apply.	

** No carry-over deductible.

SCHEDULE OF BENEFITS – CITY OF DIXON PLAN D AND E (cont.)

	Plan D		Plan E - HSA	
	PPO	Non-PPO	PPO	Non-PPO
PREVENTIVE HEALTH CARE – includes, but is not limited to, physical examination, immunizations, mammograms, pap smear, colon/prostate testing - \$400 maximum payable per covered person per calendar year. No plan coverage after maximum benefit paid.	100% No deductible	No coverage	N/A	
PREVENTIVE HEALTH CARE – includes, but is not limited to, periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine exams such as annual physicals. <ul style="list-style-type: none"> • Routine adult and well-child care. • Obesity weight-loss programs. • Child and Adult immunizations. • Tobacco cessation programs. • Screening Services: Cancer Screening; Heart and Vascular Disease Screening; Infectious Disease Screening; Mental Health Conditions and Substance Abuse Screening; Metabolic, Nutritional, and Endocrine Condition Screening; Musculoskeletal Disorder Screening; Gynecologic Condition Screening; Pediatric Condition Screening; Vision and Hearing Disorder Screening. \$500 maximum payable per covered person per calendar year. No plan coverage after maximum benefit paid.	N/A		No deductible 100%	No deductible 60%
MENTAL AND NERVOUS DISORDERS <ul style="list-style-type: none"> • Inpatient maximum per person per calendar year.....30* days • Outpatient maximum per person per calendar year.....52* visits \$50 maximum allowable per visit and limited to one (1) visit per day. Expenses paid at 50% do not apply to the out-of-pocket and will never increase to 100%. *For PPO and Non-PPO combined	90%	80%	90%	60%
	90%	50%	90%	50%

SCHEDULE OF BENEFITS – CITY OF DIXON PLAN D AND E (cont.)

	Plan D		Plan E - HSA	
	PPO	Non-PPO	PPO	Non-PPO
CHEMICAL DEPENDENCY AND ALCOHOLISM – Inpatient and Outpatient	90%	80%	90%	60%
CHIROPRACTIC	90%	80%	90%	60%
HOSPITAL CHARGES – Inpatient and Outpatient	90%	80%	90%	60%
EXTENDED CARE FACILITY – Plan E limited to 90 days per calendar year.	90%	80%	90%	60%
HOME HEALTH CARE – Plan D limited to 120 days per calendar year. Plan E limited to 60 days per calendar year.	90%	80%	90%	60%
HOSPICE	90%	80%	90%	60%
PRE-ADMISSION TESTING	90%	80%	90%	60%
AMBULANCE	90%	80%	90%	60%
DURABLE MEDICAL EQUIPMENT	90%	80%	90%	60%
PHYSICIAN SERVICES – not specifically listed elsewhere in the Schedule of Benefits.	90%	80%	90%	60%
ALL OTHER COVERED SERVICES	90%	80%	90%	60%

NOTE: Covered persons should be aware that PPO Hospitals may be staffed by Non-PPO Providers. In addition, PPO Physicians may refer services to labs or other providers that are Non-PPO. Receiving services from a PPO Provider does not guarantee that all charges will be paid at the PPO level of benefits.

NOTE: When a hospital admission or surgical procedure is proposed, call Hines and Associates at (800) 944-9401.

NOTE: Services rendered by the following providers will be considered as PPO Providers for the purposes of this Plan.

- Sterling Rock Falls Clinic
- The Monroe Clinic
- Monroe Medical Foundation for Research and Education
- Madison Radiology
- CGH Medical Center

SCHEDULE OF BENEFITS – CITY OF DIXON PLAN D AND E (cont.)

PRESCRIPTION DRUG PROGRAM		
	<u>Plan D</u>	<u>Plan E - HSA</u>
<u>Retail Drug Program</u> (30 day supply)		
Generic Co-pay	\$5.00	Plan deductible then the Plan reimburses 80% for all covered drugs
Preferred Brand Co-pay	\$15.00	
Non-Preferred Brand Co-pay	\$25.00	
<u>Mail Service Drug Program</u> (90 day supply)		
Generic Co-pay	\$10.00	Plan deductible then the Plan reimburses 80% for all covered drugs
Preferred Brand Co-pay	\$30.00	
Non-Preferred Brand Co-pay	\$50.00	

Plan D - Failure to use the Prescription Drug Card will result in reimbursement of the Average Wholesale Price (AWP) after applying the applicable co-pay.

Prescriptions can be filled by use of the Retail Network Service which allows you to get up to a 30 day supply of a prescription drug filled at any participating Network Pharmacy. You present your prescription drug card and pay the applicable co-pay listed above. Prescriptions for maintenance type drugs (up to a 90 day supply) can be filled using the Mail Service Drug Program at the applicable co-pay listed above.

Plan D -- Call NMHC at (800) 777-0074 or visit www.nmhcrx.com for participating pharmacy information.

Plan E – Call Wal-Mart Drug Program (WMS) at (800) 972-0943 for participating pharmacy information. Covered outpatient prescription drugs are available at a discounted rate when the WMS Discount Card is used. The covered person presents the WMS Discount Card and pays the full discounted rate at the time of purchase. WMS will submit the prescriptions to CCMSI Midland for processing to reimburse the covered person as indicated in the box above.

The City of Dixon shall pay the entire premium for employee's that elect single coverage, and for employee's who elect dependent coverage the City shall pay 55% of the dependent premium cost. The contribution into an employee's HSA, if an employee selects the HSA plan, shall be adjusted annually on May 1 of each year, dependent on the information compiled from the comparable communities discussed during negotiations. The cost of the premium, if it changes, shall be adjusted on December 1 of each year.

Section 14.2 Retiree Medical Insurance. For any eligible employee who retires after May 1, 2012, the City will pay one-half the cost of coverage for a retiree (not family coverage) with twenty (20) years of service at 55 years of age until he is eligible for Medicare. Such an employee must not have, or be eligible for, any other group health insurance. If the employee retires before 55 years of age, he must stay on the group plan and pay the entire cost of the premium until he attains 55 years of age.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.1 FMLA:

The City shall comply with the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

Section 15.2 Military Service:

Military leave shall be granted in accordance with the law as it may from time to time be amended.

Section 15.3 Jury Duty:

Employee's shall receive full pay for time lost when serving on a jury. Any fees received by the employee for jury service must be turned over to the City. An employee must inform his supervisor when the initial notice of impending service is received. The employee must advise his supervisor upon his release from the courts.

Section 15.4 General Leave of Absence:

Section 15.4.1 Eligibility Requirements:

Employees shall be eligible for leaves of absence after one (1) year of service with the Employer. All leaves of absence granted under this Article shall be without pay or fringe benefits, except as specifically provided herein.

Section 15.4.2 Application for Leave:

Any request for a leave of absence for a reasonable purpose shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing. A request for a leave of absence shall be answered as soon as is practical. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the positions they held at the time the leave of absence was granted, provided the positions still exist and the employees have the skill and physical ability to perform the job. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitled him to.

Section 15.4.3 Reasonable Purpose:

Leaves of absence for a limited period of time, not to exceed six (6) months, may be granted for any reasonable purpose. Reasonable purpose in each case shall be agreed upon by the Union and the Employer. In the event an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 16.1 Hours of Work. The starting time of the first shift shall be 7:00 AM and there shall be a one-half hour unpaid lunch period as close to 12:00 PM as work permits with the quit time for the first shift occurring at 3:30 PM. The above times may be altered by mutual agreement between the parties. When working altered hours employees will be allowed thirty (30) minutes of rest period to use at their discretion mutually agreed upon between the Union and the City. When flushing hydrants employees will work an irregular schedule in performance of their duties.

Section 16.2 Overtime Pay. Any work performed outside of the normally scheduled hours shall be compensated for at the applicable overtime rate. All work on observed Holidays shall be at the double time rate of pay.

Section 16.3 Definition of Work Day and Work Week. An employee's work day is the twenty-four (24) hour period beginning with the regularly assigned starting time of his work shift on the first day of the work week. Under the terms of this provision, a Saturday, a Sunday, a sixth or seventh day, or a Holiday shall be deemed to extend over the same period of hours as a regular work day. The normal work week will be forty (40) hours based on eight (8) hours a day, Monday-Friday.

Section 16.4 Call-Back Pay. A minimum of two (2) hours at time and one-half shall be paid to any employee who is called back to work after having been released after his regularly scheduled workday. Such call in time shall start when the employee begins work and shall end when the employee has been released from work. Employees called out shall respond not only to one initial call-out, but also make themselves available, at no additional expense to the City, to respond to any other call-out during that two (2) hour period. Should the duration of the second call-out extend beyond this two (2) hour period, the employee would receive the applicable hourly rate for any additional.

Section 16.5 Work over 16 continuous Hours. Any employee required to work over sixteen (16) continuous hours, will receive for any hours worked over sixteen (16) hours pay at double the normal rate. In addition, when an employee has worked 6 or more consecutive hours before their regularly scheduled start time they shall stay on the applicable overtime rate until released for at least 8 consecutive hours to rest.

Section 16.6 Rest Period. An employee who has worked more than sixteen (16) hours continuously, or more than eight (8) hours overtime in a sixteen (16) hour period immediately preceding his basic work day shall, upon release, be entitled to an eight (8) hour rest period before returning to work. If a rest period under the provisions of this section extends into a basic workday, the employee shall lose no time thereby.

ARTICLE 17 STAND-BY

Section 17.1 Employer may routinely assign employees to stand-by to answer calls and make service runs outside their normal scheduled workday. Employees who are assigned stand-by shall be paid a rate of \$150.00 a week, plus a minimum of two (2) hours pay at the applicable rate of pay when called out. An employee shall have the option to receive time off in lieu of pay, by mutual agreement, during the months of December, January and February. Typically the time off will be one-half of the Thursday following their stand-by assignment and all of the Friday following their stand-by assignment.

Stand-by responsibilities shall start on Monday at 3 p.m. and continue until the following Monday at 3 p.m.

Section 17.2 However, compensation for the lab analyst assigned to stand-by shall be two (2) hours of overtime for each seven (7) day period assigned to stand-by. The General Foreman shall also carry a pager, however, his/her compensation has been calculated into the hourly wage for said position. The maximum amount of time that the General Foreman shall carry the pager without additional compensation shall be twenty-six (26) weeks per year, on a rotating basis with the Superintendent.

Section 17.3 Stand-by Trade and Substitution. Employees will be in charge of trading their scheduled stand-by within the department. If an employee is scheduled for stand-by and the employee is off work because of injury or illness, the City shall ask for volunteers to cover the stand-by based on seniority. If no eligible employee volunteers to fill in for the scheduled stand-by, the least senior employee will be assigned the stand-by, receiving 1/7th of the stand-by pay per day covered. If the time off is for vacation or personal time, then the regularly scheduled employee must find his own replacement, or he or she must fulfill his or her scheduled stand-by.

ARTICLE 18 RESIDENCY

Section 18.1 Residency Requirement and Area. Any person receiving an appointment by the City as a full time employee, shall, within six (6) months after such appointment, establish and continually maintain his/her domicile within twelve and a half (12 ½) nautical miles of the City limits of Dixon, Illinois.

ARTICLE 19 DISCIPLINE

Section 19.1 Maintenance of discipline is the sole and exclusive responsibility of the City, except that any disputes shall be settled in accordance of the grievance procedure. Discipline will typically be administered progressively as outlined below:

1. Verbal Warning
2. Written Warning
3. Day(s) off without pay
4. Termination

Depending on the seriousness of the infraction, one or more of the above mentioned steps may be omitted. The City shall notify both the employee involved and the Union of all disciplinary action more severe than a verbal warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline and the discipline assessed and the direction to the employee for future behavior.

The assessment of a penalty less severe than that prescribed for a given rule will not constitute precedent for the assessment of similar or less penalty in subsequent cases involving violation of the same rule.

Section 19.2 Investigatory Interview. When the Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from whichever of the employee-Union representatives is most available. If the employee desires such Union representation, no interview shall take place without the presence of such a Union representative, provided the representative shall make every reasonable effort to be available as soon as practicable. In the event the Employer elects to conduct such interview at a time the representative is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

Section 19.3 Personnel Files. By appointment, Employees may, review the contents of their personnel file in the Human Resources Department office in the presence of a representative of management. Employees may put into their personnel files a letter of rebuttal of any documented action taken against said Employee.

After two (2) years with no further incidents for the same infraction, the disciplinary procedure will repeat the most recent step incurred before proceeding. After four (4) years with no further incidents for the same infraction, the disciplinary procedure will revert to step 2 (written warning) and proceed from that point.

ARTICLE 20 ILLINOIS MUNICIPAL RETIREMENT FUND

Section 20.1 All employees under this contract who work 1000 hours or more per year are required to be a member of the Illinois Municipal Retirement Fund. This retirement plan is partially funded by the City of Dixon.

ARTICLE 21 MISCELLANEOUS PROVISIONS

Section 21.1 Meal Allowance. An employee who is required to work non-scheduled overtime shall, after each four hours of continuous work, be provided a twenty (20) minute meal period and be eligible for a meal, the Employer's cost for which shall not exceed \$10.00.

Section 21.2 Contract Work. Employer may contract out work that is performed by employees covered herein, as long as such contracting does not result in layoffs or part-timing of full-time employees.

Section 21.3 Protective Clothing. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished by Employer. For the purpose of this Article, protective clothing and protective devices shall mean those items Employer requires to protect employees from existing or potential safety hazards. Care and maintenance of the protective clothing and/or protective devices is the employee's responsibility.

Section 21.4 Clothing Allowance. Each actively employed regular full-time employee of the Water Department shall receive a taxable clothing allowance of \$500.00 per year.

Section 21.5 Equipment. The Employer shall furnish to the employees all tools and equipment necessary to perform their duties. The employees will be responsible for the return of said equipment and tools in good condition, reasonable wear and tear accepted.

ARTICLE 22 COMMERCIAL DRIVER'S LICENSE (CDL)

Section 22.1 The City agrees to pay the fees relating to obtaining and renewing Commercial Driver's License incurred by employees who are required to hold such a license as described in their job description, while they are employed with the City. The City also agrees to make training materials available regarding the Commercial Driver's License.

ARTICLE 23 NEGOTIATIONS AND REPRESENTATION

Section 23.1 Recognition of Stewards. From among the employees in the Water Department, the Union may designate and Employer will recognize union stewards to serve as the Union's agent in the representation of employees of the department. To be eligible to serve or continue to serve as a steward, the employee shall be a regular full-time employee of Employer. Employer shall not be required to recognize any employee as a steward unless the Union has informed Employer, in writing, of the employee's name, department, and designation as a steward.

Section 23.2 Compensation of Stewards While Engaged in Union Activity. Stewards shall make their best efforts to conduct Union business outside of regular working hours. In the event that is not feasible or the matter needs immediate attention, the City will provide a Steward paid time off for up to twelve (12) work hours lost per calendar quarter, without carry over, in conducting Union business, which shall include the administration of the agreement and processing of grievance, limited to not more than two (2) hours per day. The employee shall be released upon the approval of the Superintendent and such release shall not be unreasonably withheld. Steward's time sheets shall be marked to record the time spent on conducting Union business.

Section 23.3 Compensation During Negotiations. The City shall compensate employees who are members of the bargaining committee for all time worked under the terms and conditions of this agreement while negotiations continue during normal working hours. Such compensation shall continue as long as the bargaining unit continues to report for work.

Section 23.4 Union Business Leave. The City may agree to grant leaves of absence without pay to Stewards for Union business. The Water Department Superintendent, or his designee, shall be notified in writing, at least thirty (30) days in advance, as to the nature of the business to transact and approximate duration of leave of absence; absence not to exceed ten (10) days in length.

Section 23.5 Bulletin Board for Union Literature. Employer agrees that Union may install and maintain a bulletin board such that all employees covered by this Agreement may easily read notices posted thereon in order to communicate matters concerning wages, hours, other conditions of employment and matters of union business. Employer reserves the right to remove materials that are defamatory, derogatory, or which have no reasonable relationship to the permitted communications identified in this Section, provided the steward has been notified.

Section 23.6 Definition of Union Representative. The term "Union" or "union representative" shall mean either a Business Agent or Steward, as determined by I.B.E.W. Local 196's Business Manager.

Section 23.7 Labor Management Meeting. The parties hereby agree to form a Labor Management Committee comprised of at least two representatives from the Employer and two representatives from the Union. The Committee shall meet not more than two (2) times per year, unless otherwise mutually agreed, to discuss matters of safety, training and City of Dixon Water Department issues. Such meetings shall be scheduled during the bargaining unit employee's working hours. The party requesting a meeting of the Committee shall give written or oral notice to the other party to request dates of availability to schedule said meeting, and all meetings shall be held at a mutually agreeable time, date and location. An agenda shall be created and shared between both parties prior to the scheduled meeting.

ARTICLE 24 MANAGEMENT RIGHTS


All functions of management of the operations of Employer and the direction of its employees which are not limited by the express language of this agreement, are exclusively vested in and retained by Employer, including but not limited to the right to determine the means, methods and place of operations; to decide what work or services shall be performed by employees; the right to hire, discipline or discharge employees for just cause and employees during their probationary period without cause; to transfer, promote or relieve from duty because of lack of work or for other legitimate reasons; to maintain discipline, order and efficiency; the right to make and enforce reasonable rules and regulations; to introduce new and improved methods, materials, equipment or facilities, or change or eliminate existing methods, materials, equipment or facilities; provided this will not be used for purposes of discrimination against employee's membership in the Union.

ARTICLE 25 APPROVAL OF AGREEMENT

None of the provisions of this Agreement shall be construed to require either Employer or the Union to violate any Federal or State law, in the event any provision hereof should be modified to the extent necessary to conform to such law.

The Union shall at all times use all legitimate means and its best effort to further and protect the interest of the Employer.

The parties hereto agree not to open this agreement for the purposes of negotiating any of its provisions during the term of this Agreement. However, if inequities are found by either the Employer or the Union to exist in the Agreement, either party may request adjudication with the consent of the other party.

 6-26-13
Eric Patrick
Business Manager
IBEW 196

John H. Kelly
City of Dixon

APPENDIX "A"

PAY GRADE SCHEDULE

Classification:	5-1-13	5-1-14	5-1-15
General Foreman:	\$28.87	\$29.88	\$30.93
Foreman:	\$26.16	\$27.08	\$28.03
Operator/Laborer:	\$22.75	\$23.55	\$24.37
Serviceman:	\$22.75	\$23.55	\$24.37
Lab Technician:	\$22.75	\$23.55	\$24.37

Foreman pay will be calculated as follows:

0-6 months:	7.5% over Operator scale.
7-12 months:	15% over Operator scale.

New hires will be compensated according to the following schedule:

<u>2013</u>	0-6 months:	90% of Operator scale.
20.48	7-12 months:	91% of Operator scale.
20.71	13-18 months:	92% of Operator scale.
20.93	19-24 months:	93% of Operator scale.
	25-30 months:	94% of Operator scale.
	31-36 months:	95% of Operator scale.
	37-42 months:	96% of Operator scale.
	43-48 months:	97% of Operator scale.
	49-54 months:	98% of Operator scale.
	55-60 months:	99% of Operator scale.

Licensing Incentive shall be paid to employees who obtain and maintain the following licenses:

Class "C":	\$.95/hr
Class "B":	\$.75/hr

Due to the City of Dixon water plant facilities not meeting the requirements as a Class "A" plant according to the Illinois EPA, both parties agree to remove the incentive pay for the Class "A" license, May 1, 2013. The City will still recognize Matt Heckman's Class "A" license with the Old \$.60/hr incentive.

Due to upgrades to City facilities the General Foreman position shall obtain and maintain a Class "B" license. The General Foreman position shall be compensated for all hours worked, effective May 1, 2007, per Article 16.

Upon ratification by both parties the Assistant Superintendent position shall not be included in the bargaining unit, but shall be implemented in the following manner. Said position may be filled for a maximum of six (6) months per individual and shall be considered as a "Superintendent-in training". If a bargaining unit member is placed in the Assistant Superintendent position he/she will retain seniority for the period involved and will have the right to opt back into the bargaining unit with their established seniority, into their prior classification and appropriate pay.

APPENDIX "B"

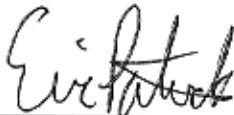
**SIDE LETTER OF AGREEMENT
HOURS OF WORK AND OVERTIME**

Through the process of collective bargaining both undersigned parties understand and agree that the hours of work discussed in Article 16 shall remain on the schedule that the individual members of the bargaining unit presently occupy as of October 31, 2006. New employees, or employees reassigned through the bid process will observe the hours of work provisions of Article 16. For clarity those hours are:

Service Truck:	7 am - 3:30 pm
Lab Analyst:	7 am - 3:00 pm
Laborer:	6:30 am - 2:30 pm

No one party shall have the ability to change or alter these historically established hours.

This side letter shall carry over with successor agreements not terminate with the expiration date of the current agreement.



Eric Patrick
Business Manager
IBEW 196

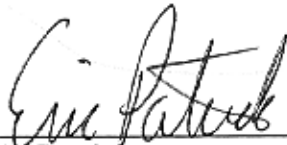
John H. Kelly
City of Dixon

APPENDIX "C"

**SIDE LETTER OF AGGREMENT
INSURANCE COMMITTEE**

The City of Dixon and the International Brotherhood of Electrical Workers Local 196 both agree through bargaining to set up an Insurance committee. This committee will meet with the City and Insurance Company once a year to go over coverage and explain changes prior to them taking affect. This committee will not bargain for the group but be used to pass along needed information to the bargaining unit. The committee will be allowed to have other bargaining unit groups in it if they so desire.

The City will not change the current health insurance policy or costs prior to January 1, 2014. Should the City desire to change portions of the health insurance policy or increase costs to the employees, the City will negotiate with the IBEW over those changes. The members of this bargaining unit will not pay any more for health insurance that any other employee of the City, whether union or non-union. The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives and requests that a representative of the bargaining unit be part of that committee.



Eric Patrick
Business Manager
IBEW Local 196

John H.Kelly
City of Dixon

