# TABLE OF CONTENTS

Preamble:	Page	2
Article 1Recognition:	Page	2
Article 2Duration:		
Article 3No Strike No Lockout:		
Article 4Grievance Procedure:	_	
Article 5Arbitration:		
Article 6Dues Deduction:		
Article 7Seniority and Promotions:	. rage	5
Article 8Layoff and Recall:		
Article 9Injury Leave and Sick Leave:	_	
Article 10—Vacation:		
Article 11—Holidays:		
Article 12—Bereavement:	_	
Article 13—Training:	_	
Article 14—Health Benefits:	. Page	9
Article 15—Leaves of Absence:	. Page	14
Article 16—Hours of Work and Overtime:	Page	15
Article 17—Stand-By:	Page	15
Article 18—Residency:		
Article 19—Discipline:	_	
Article 20—Retirement IMRF:		
Article 21—Miscellaneous Provisions:		
Article 22—CDL:		
Article 23—Negotiations and Representation:	_	
Article 24—Management Rights:	_	
Article 25—Approval of Agreement:	_	
Appendix "A"—Wages:		
Appendix "B"—Insurance	_	
Appendix D — Insurance	. I ago	

#### **PREAMBLE**

This Agreement, reached this 18th day of July, 2016 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 Batavia 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.

#### Section 1.10 Management Rights

Except as limited by the terms and provisions of this agreement, and the authority granted by the applicable Illinois Statutes, the City retains all traditional rights to manage and direct the affairs of the City as authorized and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations, consistent with all rights and authority possessed by the City prior to the execution of this agreement. These rights and authority include, but are not limited to, the following:

To plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to hire all employees and to establish the qualifications and standards for employment as authorized by law, to schedule and assign work; to promote as authorized by law, evaluate employees within the City; to establish work and productivity standards and, from time to time, to change those standards; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies, to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, relocate, modify or eliminate existing methods, equipment or facilities; and to determine whether services are to be provided by employees covered by this agreement.

It is specifically provided, however, that the exercise of any of the above rights shall not conflict in any way with any of the terms of this agreement or the duties established by the IPLRA.

### **ARTICLE 2 DURATION**

**Section 2.1 Duration.** This Agreement shall take effect May 1, 20163, and shall remain in effect until April 30, 2019. 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, 2019. 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 Definition.** A grievance is defined as an allegation by an employee, or the exclusive bargaining representative on behalf of an employee, that the City has violated a provision of the collective bargaining agreement. All formal grievances shall be processed in accordance with these grievance procedures. The parties acknowledge that the informal resolution of disputes is appropriate in certain circumstances and that resolution of problems at the lowest possible level is in the best interests of both parties, therefore, nothing herein shall prohibit the parties from informally discussing and resolving disputes under the contract.

Section 4.2 Procedure. Time Limits and Grievance Steps.

- A. The Grievance: All grievances to be processed under this Article 4 shall be presented in writing. The grievance shall state: the name of the grievant; the Article and Section of the Agreement alleged to have been violated; the date of the occurrence which gave rise to the grievance; and, a description of the occurrence. The grievance shall be signed by the grievant or their representative, dated and present to the grievant's immediate supervisor.
- B. Time for Filing: The written grievance must be presented to the immediate supervisor within ten business (10) days of the date the grievant knew, or with the exercise of reasonable due diligence should have known, of the occurrence which gave rise to the grievance. For grievances where the alleged violation is an action taken at any public meeting pursuant to the Open Meetings Act, the time limit for filing a grievance shall be ten business (10) days after such meeting. If a grievant should fail to advance a grievance through the steps within the proscribed time limits, the grievance shall be barred. Should any administrator fail to respond within the time limits proscribed, the grievant shall be allowed to advance the grievance to the next step. Time limitations may be extend by mutual written agreement. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.
- C. There shall be four (4) steps in the grievance process and the grievance shall be processed in the order of the steps unless the parties mutually agree in writing that a grievance should be initially filed a level higher than level 1. Once a grievance has been acted upon at any level of the grievance process, no new alleged violations may be added. A grievance may be withdrawn by the grievant at any step. Any resolution of the grievance during the grievance processed shall be reduced to writing and signed by the parties.

D. Employees shall have the right to have a union representative accompany them through the grievance procedure. The employee shall identify the representative prior to the initial Step I meeting.

### E. Grievance Steps:

STEP 1: Public Works Director: The employee shall initially present the grievance to the Public Works Director or their designee. The Public Works Director or designee shall schedule a meeting with the employee and the union representative to discuss the grievance and shall respond to the grievance in writing within five (5) business days. A copy of the response shall be provided to the Union.

STEP 2: City Manager: If the grievance is not resolved at the STEP 1 level, the grievant or Union may proceed to STEP 2 by giving notice to the City Manager within five (5) business days after the receipt of the Public Works Director's response. The City Manager shall schedule a meeting with the employee/union within ten (10) days of receipt of the notice with the employee and the union representative. The City Manager shall provide a written response within ten (10) business days following their meeting. A copy of the response shall be provided to the Union.

STEP 3: Grievance Committee: If the grievance is not resolved at the STEP 2 level, the grievant or union may proceed to STEP 3 by giving notice to the Mayor within five (5) business days after the receipt of the City Manager's response. The Mayor shall schedule a meeting with the grievance committee within twenty-one 21 days of receipt of the notice with the employee and union representative. The grievance committee shall consist of three (3) council members. By mutual agreement the parties may substitute one council member with a third party. The grievance committee shall provide a written response within ten (10) business days following the STEP 3 meeting. A copy of the response shall be provided to the Union.

STEP 4: Arbitration: If the grievance remains unresolved within ten (10) business days after the reply of the Grievance Committee, the grievant, with the consent of the Union, may invoke arbitration.

**Section 4.3 Arbitration.** The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within ten (10) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators or American Association of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

**Section 4.4 Authority of the Arbitrator.** The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with issues of contract interpretation or application submitted to him and appealed to arbitration, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty

(30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

**Section 4.5 Expenses of Arbitration.** The fees and expenses of the arbitrator shall be borne equally by the employer and the union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

#### **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, the employee's last known address 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 seen (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 Sick Leave

- (a) Regular Sick Leave: Employees shall receive 12 days of sick leave annually, which shall accrue bi-monthly and in hourly increments, and may be used for illness or injury of the employee or the employee's household family members. Such leave shall be without a reduction in pay and shall be paid at the employee's straight time rate of pay. Sick leave shall not apply to illness or injury due to a City of Dixon work related injury which is covered by worker's compensation, illness or injury from self-employment activities, or illness or injury sustained from work for another employer. All Public Works employees covered under this agreement as of the effective date (date of signing) of this Agreement shall be allowed to accumulate up to a maximum of two-thousand and sixteen (2016) hours of sick time. Employees hired after the effective date of this agreement shall be allowed to accumulate up to a maximum seven hundred and twenty (720) hours of sick time. At the time of separation of employment accumulated but unused sick leave may be applied to service credits per the IMRF rules at the time of the employee's retirement from the City. Employees shall receive no compensation for any sick leave remaining not used for IMRF service credit.
- (b) Use of Sick Leave: Employees may use sick leave in increments of a half an hour. Employees shall notify their immediate supervisor as soon as reasonably feasible of their intention to use sick leave and the expected duration.
- (c) Worker's Comp Leave: Employees who have at least one year service with the City and are absent from work for an illness or injury sustained while in the performance of their duties and which qualifies for Worker's Compensation payments may elect to receive their full regular salary. This benefit shall be available to the employee for a period of absence of up to a maximum of four months. An employee who elects this benefit shall remit to the City the portion of monies received from the Worker's Compensation claim given to compensate the employee for lost wages. In no instance shall the employee's total pay for the period of leave be in excess of their regular earnings the employee would have received had the employee not been on worker's comp leave. Once the benefits described in this paragraph have been elected by an employee, that employee must return to regular work status with the City for a minimum of four months before benefits under this article are again available.
- (d) Documenting Medical Condition: For any leave taken under this Article in excess of three (3) days (or repeated absences), the City may require the employee to furnish a letter from 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 their absence from work. The City shall reimburse the employee for actual out of pocket cost incurred by the employee in obtaining the letter from the physician after the employee has submitted the physician's billing statements for payment from any medical insurance which covers the employee. It is understood that an employee making application for, or receiving, benefit under this policy may be required to undergo a physicial 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.

(e) Good Attendance Bonus: Employees who complete a full fiscal year of service and who use less than eight (8) hours of sick leave during a 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 8-16 hours of sick leave taken May 1 – April 30 = \$50.00 bonus

#### **ARTICLE 10 VACATION AND PERSONAL DAYS**

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.

Section 10.2 All full-time employees shall be granted 5 personal days to be taken at the option of the employee. Personal days may be taken in one hour increments. Request for this Personal Day shall be submitted to the employee's supervisor, in accordance with City and Department policy. 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.

# 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, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. 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.

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.

#### **ARTICLE 12 BEREAVEMENT LEAVE**

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

1. Up to five days bereavement 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 bereavement leave with pay shall be allowed, if necessary, in case of the death of a grandparent, grandchild, parent-in-law, son-in-law, daughter-inn-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.

#### **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:

- 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.
- 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 agrees to offer health and welfare coverage benefits for each full time employee. The City reserves the right to change carriers, self-insure, introduce or eliminate insurance plans so long as the new coverage and benefits, including co-payments, deductibles, co-insurance and out of pocket maximums, remain substantially similar to the Summary Plan Descriptions located in Appendix B.

#### Plan Options.

Employees shall have the option to enroll in one of two Plan Options:

- 1) Plan D- Preferred Provider Organization (PPO).
- 2) Plan E- High Deductible Health Plan (HDHP) and Health Savings Account (HSA).

# Sharing of Insurance Premium Costs.

The applicable premium costs for providing the health insurance benefits provided for under Plan Option D or E shall be shared between the City and the employees as designated in Appendix B.

#### **HSA Option**

The savings in premium costs resulting from employees selecting the High Deductible Health Plan shall be shared between the City and the employee. The City will contribute to the employee's health savings account in the amounts designated in Appendix B.

### **Insurance Committee**

The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives. This committee shall be composed of four representatives from the City and four representatives of City employees. Employees represented under this agreement shall have a representative of their choice as a member committee. The committee shall meet on a quarterly basis and such additional times as needed to review the City's health benefits package, discuss and propose possible modifications to the benefits and recommend changes to the City Council. Recommendations from the committee shall only be made in the event a majority of the committee members vote to approve the change. Any changes to the benefits plan recommended by the committee shall be considered to satisfy the provisions of this Article which requires the plan benefits to remain substantially similar whenever a change is made.

#### Affordable Care Act (ACA)

It is understood and agreed that the City may make necessary changes to the health benefits provided under this Agreement so such coverage will (1) comply with the ACA and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high cost coverage (Cadillac Tax) under the ACA or any similar state or federal legislation or regulation; and (3) to ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care laws. If such changes are deemed reasonably necessary by the City, the City will provide the Union with written notice and an opportunity to discuss the changes, provided such discussions shall not operate to delay the City's implementation of such changes. If the union takes any action to prevent the implementation of the changes under this paragraph and the City is required to pay an excise tax or penalty under the ACA or any similar state or federal legislation or regulation for any coverage option, than the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/ penalty paid by the City.

#### Alternate Employee Benefits

Nothing in the Agreement shall be construed as limiting the City's right to offer alternative medical plans to bargaining unit employees and their eligible dependents and the employee's ability to accept such alternative plans on a voluntary basis. If the employee elects an alternative plan, the terms of the alternative plan shall not be modified during the plan year. The City reserves the right to annually determine and modify the terms and conditions of such alternative plans, however, any proposed changes to a plan shall be provided to the employees prior to implementation and the employee may choose to leave the alternative plan and return to one of the plans offered by the City above when the annual enrollment period begins.

**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. Eligible employees shall only be those employees who were employed by the City on or before April 30, 2016.

#### **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: An employee is entitled to be absent from work for the performance of Jury Duty without loss of pay. The employee shall notify his or her immediate supervisor when summoned for jury duty and inform the supervisor of the scheduled dates and times the employee is required to appear for jury duty. The employee shall be paid at their regular rate of pay on the days and for the periods of time the employee was otherwise scheduled to work when performing jury duty. The hours paid for jury duty shall not be used for the determination of overtime. Any compensation received by the employee for jury duty shall be reimbursed to the City. If the employee is released from Jury duty and there remains four or more hours on their regular work shift, they shall report to work after being released from jury duty.

#### Section 15.4.1 Eligibility Requirements

An employee shall be eligible to apply for a leave of absence after one (I) year of service with the Employer. The maximum duration of time which may be requested or granted for a leave of absence is six months. 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. Any period of leave allowed under an approved leave of absence shall be without pay or fringe benefits unless this Article or other provision of this Agreement expressly states that the benefit will be available to an employee on a leave of absence.

#### Section 15.4.2 Application for Leave

All requests for a leave of absence shall be submitted in writing by the employee to his immediate supervisor or their designee. The request shall state the basis for the leave of absence, the proposed start date for the leave and the length of time being requested. A request for a leave of absence shall be answered by the appropriate administrator as soon as is practical. A written approval or denial of the request shall be delivered to the employee by his immediate supervisor and, if denied, shall state the basis for the denial.

## Section 15.4.3 Basis for Approval or Denial

Leaves of absence may be granted by the City for any purpose determined to be reasonable. When evaluating the reasonableness of a leave of absence the reviewing administrator shall take into consideration the following factors:

- a. Whether the purpose for the leave is reasonable under the circumstance.
- b. The job duties of the individual requesting the leave and whether such duties can be reasonably performed by other or temporary employees.
- The length of the leave requested by the employee.
- d. Whether the leave of absence would unduly burden the operations of the City.
- e. Any other factors the Employer determines to be relevant under the circumstances.

#### Section 15.4.4 Return to Work After Leave of Absence

Upon the expiration of a leave of absence an employee shall be returned to the position they held at the time the leave of absence was granted, provided the position still exists and the employee has the skills and physical ability to perform the job. The leave of absence shall not be considered a break in service for the accrual of seniority or length of service with the employer. The employer may request a certification from a physician stating the employee is fit to perform their job duties upon return from a leave of absence which was taken for medical purposes. If the same position the employee held prior to the leave of absence no longer exists, the employee shall be placed in any open position in the employee's former department which the employee is qualified to hold. If no position is available, the employee shall have rights to recall

to any open position which comes available for which the employee is qualified for a period of one year from the time the leave of absence commenced. An employee with the physical fitness and capacity and seniority to perform the job shall be returned to whatever position his seniority entitles him.

#### **ARTICLE 16 HOURS OF WORK AND OVERTIME**

### Section 16.1 Shifts Assignments and Hours of Work.

<u>First Shift:</u> The regular starting time of the first shift shall be between the hours of 5:00AM and 7:00AM and there shall be a one-half hour unpaid lunch period as close to 12:00 PM as work permits with the regular quit time for the first shift occurring eight hours after the start time. Employees will be notified of their regular start time and the time may be altered by the Director of Public Works by giving the effected employees two weeks notice of a start time change, or 12 hours notice in the case of a weather emergency. 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.

<u>Second Shift:</u> The regular starting time of the second shift shall be between 3:00 PM and 7:00 PM depending on the specific job duty. Employees working second shift shall be notified of the regular start time when assigned to the shift. Thereafter the shift times may be altered by the Director of Public Works by giving the effected employees two weeks notice of a start time change. A shift differential of \$.75 per hour shall be paid to employees who work second shift.

Third Shift: The regular starting time of the third shift shall be between 11:00 PM and 3:00 AM depending on the specific job duty. Employees working third shift shall be notified of the regular start time when assigned to the shift. Thereafter the shift times may be altered by the Director of Public Works by giving the effected employees two weeks notice of a start time change. A shift differential of \$1.00 per hour shall be paid to employees who work third shift.

**Swing Shift:** An employee may be assigned to a swing shift. A swing shift is defined as any shift with a start time that falls outside of 3 shift's regular start times. A swing shift differential of \$.75 per hour shall be paid to employees who work any swing shift.

<u>Weekend Shift:</u> A shift differential of \$1.00 per hour shall be paid to employees who are regularly assigned to work a weekend shift.

**Shift limits:** Employees hired on or before May 1, 2016, shall not be required to work more than 80 hours in any calendar year outside of their normal shift, unless mutually agreed between the employee and employer. Work performed during snow emergencies shall not count towards the 80 hour limit. Employees hired after May 1, 2016 may be assigned/reassigned to any shift.

**Section 16.2 Overtime Pay.** Any work performed above 40 hours in a work week, or in excess of 8 hours in a single work day (10 hours in a single day for employees assigned to shifts of four, 10 hour days), shall be compensated for at one and one-half times the employees regular rate for the shift in which the employee performs the work. All work performed 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 week commences on the first scheduled work day on or after Monday of each week. An employee's work day is the twenty-four (24) hour period beginning with the regularly assigned starting time of his work shift.

**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 \$175.00 a week or \$25.00 per day, 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 1/7<sup>th</sup> 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.

When deciding whether discipline is appropriate, the City will take into consideration the nature and severity of the current infraction, the employee's work record, and the employee's disciplinary record. When taking into consideration prior disciplinary action the administrator imposing discipline shall not take into consideration the following: a) verbal warnings where there has been more than one year between the warning and any other subsequent disciplinary action, b) written warnings where there has been more than two years between the written warning and any other subsequent disciplinary action, nor, c) suspensions where there has been more than three years between the suspension and any other subsequent disciplinary action.

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.

#### **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. The City may choose to provide the meal or reimburse the employee.

**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.** Public Works employees should wear clean, presentable clothing that easily identifies them as department employees. The City will reimburse employees up to \$500 per year upon proof of purchase of an eligible clothing item. Reimbursement is subject to applicable IRS regulations. Eligible clothing consists of:

- Boots
- Jeans
- High visibility orange shirts
- · High visibility pants or jeans
- · High visibility orange coats or jackets
- High visibility overalls or coveralls
- Other items with prior approval of the Publics Works Director

Public Works will create a memo with examples of acceptable items for employees to use as a guide for their purchases.

All shirts, jackets and coats must have the City of Dixon logo and the employee's name. The City will be responsible for the embroidery or screen printing expense. No items are allowed to be worn by the employee until the logo and name have been placed on the items.

Care and maintenance of the clothing is the employee's responsibility. A supervisor may ask an employee to replace their soiled or damaged clothing items at management's discretion.

**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.

**Section 21.6 Education Reimbursement.** Employees shall be eligible for reimbursement for the cost of tuition, books and fees for instruction received at an accredited college or university (or other training facility or trade organization approved by the Public Works Director) which is related to the employee's job functions or to a position within the Public Works Department the employee seeks to obtain. Prior to the beginning of instruction employees shall submit a request for reimbursement to the Public Works Director who shall review the request and determine whether the class/training satisfies the reimbursement requirements. Approved reimbursement shall be paid only after successful completion of the class (Grade of C or better or equivalent for college courses, and a certificate of successful completion for non college training) and

submission of proper documentation for the expenses. Reimbursements shall not be made if any employee receives reimbursement from other sources for the same expenses. Approved reimbursements shall not exceed two thousand dollars per fiscal year per employee with a maximum of ten thousand per year for the Public Works Department. Approvals for course reimbursements will be on a first come first served basis. Employees who receive reimbursements under this section shall reimburse the City if the employee voluntarily leaves the employment of the City within three years of receipt of the reimbursement.

#### ARTICLE 22 COMMERCIAL DRIVER'S LICENSE (CDL)

**Section 22.1** All City of Dixon Water Department employees are required to possess a CDL. The City agrees to pay the fees (the difference between the standard driver's license fee and the CDL) relating to obtaining and renewing Commercial Driver's License incurred by employees 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 Manager, 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. No more than 2 Public Works employees may be absent for such leave without the consent of the Public Works Director.

**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 Committee. The parties hereby agree to form a Labor Management Committee comprised of at least two representatives from the Employer and two representatives from the IBEW. The Committee shall meet at mutually agreeable times 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 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. The union acknowledges that Labor and Management Committees may exist for employees represented by other bargaining units and that mutual meetings may be scheduled to discuss Department wide issues.

In addition to the duties described above the Committee shall also discuss, consider and recommend for implementation new methods of work or programs for the City of Dixon Public Works Department. Such programs shall be referred to as "pilot programs" and upon recommendation by the committee may be implemented by the City. Unless otherwise agreed by the City and the Union, Pilot Programs shall be implemented for a period not to exceed one year in duration and policies, schedules and procedures instituted under committee Pilot Programs shall not be subject to grievance and shall not be citied by either party as past practice in subsequent negotiations or proceedings in any grievance or matter before the labor board. At the conclusion of a Pilot Program the committee shall evaluate the program and make a recommendation as to whether the program should continue on a permanent basis.

The provision regarding pilot programs shall only be for the duration of this contract term and shall not automatically renew in subsequent collective bargaining agreements unless the parties affirmatively agree during negotiations that the pilot program provisions should continue.

#### ARTICLE 24 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.

Eric Patrick
Cole O'Donnell
Business Manager
IBEW 196
Cole O'Manager
City Manager

# APPENDIX "A" PAY GRADE SCHEDULE

# **Employees hired before 5/1/16:**

FY17 Steps							
Pay Grade	2yr	2.5yr	3yr	3.5yr	4yr	4.5yr	5yr
Operator	23.37	23.61	23.86	24.11	24.36	24.61	24.86
Serviceman	23.37	23.61	23.86	24.11	24.36	24.61	24.86
Lab Technician	23.37	23.61	23.86	24.11	24.36	24.61	24.86
Foreman					28.01	28.30	28.59
General Foreman							31.55

FY18 Steps							
Pay Grade	3yr	3.5yr	4yr	4.5yr	5yr		
Operator	24.34	24.59	24.85	25.10	25.35		
Serviceman	24.34	24.59	24.85	25.10	25.35		
Lab Technician	24.34	24.59	24.85	25.10	25.35		
Foreman			28.57	28.87	29.16		
General Foreman					32.18		

FY19 Steps						
Pay Grade	4yr	4.5yr	5yr			
Operator	25.34	25.60	25.86			
Serviceman	25.34	25.60	25.86			
Lab Technician	25.34	25.60	25.86			
Foreman	29.15	29.44	29.74			
General Foreman			32.82			

# Employees hired after 5/1/16:

FY17 Steps									
Pay Grade	-	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Operator	18.60	19.39	20.13	20.88	21.63	22.37	23.12	23.86	24.86
Serviceman	18.60	19.39	20.13	20.88	21.63	22.37	23.12	23.86	24.86
Lab Technician	18.60	19.39	20.13	20.88	21.63	22.37	23.12	23.86	24.86
Foreman					24.87	25.73	26.58	27.44	28.59
General Foreman							29.24	30.19	31.44

FY18 Steps									
Pay Grade	-	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Operator	18.98	19.78	20.54	21.30	22.06	22.82	23.58	24.34	25.35
Serviceman	18.98	19.78	20.54	21.30	22.06	22.82	23.58	24.34	25.35
Lab Technician	18.98	19.78	20.54	21.30	22.06	22.82	23.58	24.34	25.35
Foreman					25.37	26.24	27.12	27.99	29.16
General Foreman							29.83	30.79	32.07

FY19 Steps									
Pay Grade	-	1yr	2yr	3yr	4yr	5yr	6yr	7yr	8yr
Operator	19.36	20.17	20.95	21.72	22.50	23.28	24.05	24.83	25.86
Serviceman	19.36	20.17	20.95	21.72	22.50	23.28	24.05	24.83	25.86
Lab Technician	19.36	20.17	20.95	21.72	22.50	23.28	24.05	24.83	25.86
Foreman					25.87	26.77	27.66	28.55	29.74
General Foreman							30.42	31.41	32.71

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

Class "C": \$1.20./hr Class "B": \$1.00./hr

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

# **Health Insurance Premium Costs**

Coverage	City	Employee Hired before 05/01/2016	City	Employee Hired after 05/01/2016
2017 Single Premium	97.5%	2.5%	92.5%	7.5%
2017 Family Premium	74%	26%	74%	26%
2018 Single Premium	95%	5%	92.5%	7.5%
2018 Family Premium	74%	26%	74%	26%
2019 Single Premium	92.5%	7.5%	92.5%	7.5%
2019 Family Premium	74%	26%	26%	26%

# Health Savings Account Contribution

Coverage	City
Single Premium	20%
Family Premium (Differential over Single Premium)	13.5%

# Plan D- PPO

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	<b>\$500</b> person / <b>\$1,000</b> family	<b>\$1,000</b> person / <b>\$2,000</b> family
Out-of-Pocket Maximum	<b>\$1,500</b> person / <b>\$3,000</b> family	<b>\$3,000</b> person / <b>\$6,000</b> family

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Service	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	30% Coinsurance
Specialist visit	10% Coinsurance	30% Coinsurance
Other practitioner office visit	10% Coinsurance	30% Coinsurance

Service	In-network	Out-of-network
Preventive care/screening/immunization	Covered at 100%	Not covered
Diagnostic test (x-ray, blood work)	10% Coinsurance	30% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	30% Coinsurance
Generic drugs	\$5 Copay per prescription (retail); \$10 Copay per prescription (mail order)	
Preferred brand drugs	\$15 Copay per prescription (retail); \$30 Copay per prescription (mail order)	If you use a Non-Network Pharmacy, you are responsible for payment
Non-preferred brand drugs	\$25 Copay per prescription (retail); \$50 Copay per prescription (mail order)	upfront. You may be reimbursed based on the lowest contracted amount,
Specialty drugs	\$5 Copay per prescription (generic); \$15 Copay per prescription (preferred brand); \$25 Copay per prescription (non-preferred brand)	minus any applicable deductible or copayment amount.
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	30% Coinsurance
Physician/surgeon fees	10% Coinsurance	30% Coinsurance
Emergency room services	10% Coinsurance	30% Coinsurance
Emergency medical transportation	10% Coinsurance	30% Coinsurance
Urgent care	10% Coinsurance	30% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	30% Coinsurance
Physician/surgeon fee	10% Coinsurance	30% Coinsurance
Mental/Behavioral health outpatient services	10% Coinsurance	30% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	30% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	30% Coinsurance
Prenatal and postnatal care	10% Coinsurance	30% Coinsurance
Delivery and all inpatient services	10% Coinsurance	30% Coinsurance
Home health care	10% Coinsurance	30% Coinsurance
Rehabilitation services	10% Coinsurance	30% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	30% Coinsurance
Durable medical equipment	10% Coinsurance	30% Coinsurance
Hospice service	10% Coinsurance	30% Coinsurance
Eye exam	Not covered	Not covered

Service	In-network	Out-of-network
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered

# Plan E- HDHP

General Information	In-network	Out-of-network
Annual Calendar Year Deductible	<b>\$1,300</b> person / <b>\$2,600</b> family	<b>\$2,000</b> person / <b>\$4,000</b> family
Out-of-Pocket Maximum	<b>\$4,250</b> person / <b>\$7,500</b> family	<b>\$5,000</b> person / <b>\$10,000</b> family

Services	In-network	Out-of-network
Primary care visit to treat an injury or illness	10% Coinsurance	40% Coinsurance
Specialist visit	10% Coinsurance	40% Coinsurance
Other practitioner office visit	10% Coinsurance	40% Coinsurance
Preventive care/screening/immunization	Covered at 100%	40% Coinsurance
Diagnostic test (x-ray, blood work)	10% Coinsurance	40% Coinsurance
Imaging (CT/PET scans, MRIs)	10% Coinsurance	40% Coinsurance
Generic drugs	20% Coinsurance	If you use a Non-Network
Preferred brand drugs	20% Coinsurance	Pharmacy, you are
Non-preferred brand drugs	20% Coinsurance	responsible for payment upfront. You may be
Specialty drugs	20% Coinsurance	reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount.
Facility fee (e.g., ambulatory surgery center)	10% Coinsurance	40% Coinsurance
Physician/surgeon fees	10% Coinsurance	40% Coinsurance
Emergency room services	10% Coinsurance	40% Coinsurance
Emergency medical transportation	10% Coinsurance	40% Coinsurance
Urgent care	10% Coinsurance	40% Coinsurance
Facility fee (e.g., hospital room)	10% Coinsurance	40% Coinsurance
Physician/surgeon fee	10% Coinsurance	40% Coinsurance

Services	In-network	Out-of-network
Mental/Behavioral health outpatient services	10% Coinsurance	40% Coinsurance
Mental/Behavioral health inpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder outpatient services	10% Coinsurance	40% Coinsurance
Substance use disorder inpatient services	10% Coinsurance	40% Coinsurance
Prenatal and postnatal care	10% Coinsurance	40% Coinsurance
Delivery and all inpatient services	10% Coinsurance	40% Coinsurance
Home health care	10% Coinsurance	40% Coinsurance
Rehabilitation services	10% Coinsurance	40% Coinsurance
Habilitation services	Not covered	Not covered
Skilled nursing care	10% Coinsurance	40% Coinsurance
Durable medical equipment	10% Coinsurance	40% Coinsurance
Hospice service	10% Coinsurance	40% Coinsurance
Eye exam	Not covered	Not covered
Glasses	Not covered	Not covered
Dental check-up	Not covered	Not covered