

AGREEMENT

between

CITY OF DIXON, ILLINOIS

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

LOCAL 722

May 1, 2016, to April 30, 2019

PREAMBLE

The agreement entered into by the City of Dixon, Illinois, hereinafter referred to as the Employer, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, Local 722, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I

RECOGNITION, MANAGEMENT RIGHTS AND UNION SECURITY

1.1 Subject to the resolution passed by the City Council on April 9, 1976, the Employer agrees to recognize the Union as sole and exclusive representative on such matters relating to wages, hours and working conditions upon which it may lawfully bargain collectively for the classifications set forth in Appendix A which sets forth the wage structure and defines the bargaining unit. It is recognized that Supervisors, Clerical and other employees in classifications not listed in Appendix A shall have no rights under this contract.

1.2 The Employer agrees to deduct the Union membership initiation fee and, once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15th) day of the succeeding month, or such other date as shall be mutually agreed upon.

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

1.4 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become financial members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming financial members of the Union not later than the thirty-first (31st) day following the execution of this Agreement. New employees shall be probationary for the first six months of employment and no grievance regarding their discipline or discharge may be filed or have any effect during this time.

The failure of any person to become a financial member of the Union at such required time shall

obligate the Employer, upon written notice from the Union to such effect, and to the further effect that such membership was available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union financial membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the employer to discharge such person.

1.5 Upon receipt of a written authorization from the Employee, the Employer agrees to deduct initiation fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed by the Union in accordance with its Constitution and By-Laws, and shall remit same to the Union within seven (7) days from its collection.

1.6 Upon receipt of a written authorization from the Employee, the Employer agrees to deduct contributions from the pay of each such employee to DRIVE (Democrat Republican Independent Voter Education) and remit same to the Union within seven (7) days from its collection.

1.7 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 II

HOURS OF WORK

2.1 Shifts Assignments and Hours of Work.

First Shift: 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.

Second Shift: 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.

Weekend Shift: 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 work 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.

2.2 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 a 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 double the rate of pay. With Department Head approval, non-exempt employees may elect to take compensatory time in lieu of overtime payment. Accumulated compensatory time in an employee's bank shall not exceed 40 hours. Hours banked over 40 will be paid out. The use of compensatory time shall not be unreasonably denied.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 Stand-By. Stand-by time shall be in accordance with City Policy set forth in Appendix E.

ARTICLE III

HOLIDAY PAY

3.1 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.

3.2 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 holiday pay.

ARTICLE IV

4.1 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 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 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.
- (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 |

ARTICLE V

LEAVES OF ABSENCE

5.1 Eligibility Requirements

An employee shall be eligible to apply for a leave of absence after one (1) 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. 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.

5.2 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.

5.3 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.
- c. 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.

5.4 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.

5.4 Bereavement Leave.

Employees working under this agreement shall receive bereavement as follows:

- a. 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 (including step relatives).
- b. 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-in-law, sister-in-law or brother-in-law (including step relatives).
- c. To qualify for bereavement pay the employee must actually attend the funeral of the above mentioned relative.

5.5 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.

5.6 Personal Days:

Full-time employees hired after May 1, 2016, shall be granted 5 personal days annually and full-time employees hired prior to May 1, 2016, shall be granted 6 personal days annually. Personal may be taken in half or whole day 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 VI

VACATIONS

6.1 Active employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

| Service Requirements | Vacation Period |
|---------------------------------|-----------------|
| 1 year, but less than 5 years | 10 days |
| 5 years, but less than 10 years | 12 days |

10 years, but less than 20 years
20 years and over

16 days + 1 day/year
26 days

6.2 Increases in vacation eligibility accruing to an employee will be awarded on the employee's anniversary date of hire based on the schedule set out in Section 6.1 above.

6.3 Vacation will be paid as vacation time is actually taken and at the employee's regular hourly wage.

6.4 The practice as of the date of execution of the Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of this Agreement. Vacations may be scheduled over each fiscal year beginning May 1 of each year, with the Employer allocating the number of weeks of available vacation time for each classification in any week. Selection from available vacation time will be made in seniority order by April 1 of each year. Once a selection is made, the employee may not alter his choice except from among weeks of time not already claimed regardless of seniority. The employee shall be permitted to rollover up to five (5) unused vacation days to the first three (3) months of following year. Such rollover days must be taken during that period or will be lost to the employee. The applicable pay rate shall be that initially applicable to the vacation days for the period granted. Rollover days must be taken in their entirety before utilization of subsequent vacation days.

6.5 Any employee who resigns must give not less than two (2) weeks written notice in order to be eligible to receive his accumulated vacation pay.

6.6 Vacations must be taken and cannot be accumulated from year to year. However, any employee who by reason of any emergency requiring his services is requested to and does work during his vacation period shall be paid for regular hours at a rate of time and one half (1 1/2) his regular rate, and for overtime hours at a rate of two and one half (2 1/2) time his regular rate of pay. In addition, the employee's remaining vacation (with pay) shall be rescheduled to a future period. This Section 6.6 shall not apply where an emergency exists and the employee is given forty-eight (48) hours notice before the start of his actual vacation.

6.7 During FY 16/17, any employee may buy back up to 40 hours of vacation time upon using 40 hours of vacation. With timely notice (3 weeks) to the Finance Office, payout of the vacation time will be included in the employee's paycheck prior to the scheduled vacation time.

ARTICLE VII

WAGES

7.1 Employees shall be compensated in accordance with the wage schedule contained in Appendix A, which is attached to and made a part of the Agreement for the purpose of defining the unit and setting the minimum wage rates for the work to be performed under the various classifications set forth therein.

7.2 No employee hired or appointed after the effective date of this Agreement shall be paid

less than six dollars (\$6.00) per hour less than the maximum of classification for which he was hired which hourly rate shall be considered as the hiring rate for the various classifications. It is understood, however, that the City may employ a new employee in any classification at an hourly rate higher than the hiring rate at its sole pleasure.

7.3 Wage progression set date shall be May 1 regardless of any other date and increases granted thereunder shall be effective on those dates. Any employee who is absent from active employment for more than one-half of the work days during those periods may not receive the increase until the next progression date.

7.4 The Employer may appoint employees to the classifications of Working Foreman and Group Leader without following the procedures set forth in Section 12.7. Employees in the above classifications shall, in addition to their other duties, have the responsibility to assign work to, check the work of other employees covered by this Agreement. Further, they will be required to call to the attention of their supervisors the quantity and quality of the work performed by the employees supervised as well as the facts relating to any unacceptable work place behavior by any employee. The Union agrees that such reporting shall not be the basis for any retaliation or discrimination by the Union or its members. An employee appointed to Working Foreman shall hold the position for not less than sixty (60) days unless demoted or otherwise disciplined for just cause. Employees classified as Working Foreman shall serve at the sole pleasure of the City and shall receive a wage as defined in Appendix A. The City may create or abolish the position as it decides is necessary.

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

7.5 An employee can be assigned to work in any classification in his department, which has the same or lesser rate of pay as long as he receives his regular rate of pay without violating his rights under this Agreement. However, whenever he is out of his classification by reason of this provision, no other employee of another classification will be assigned the work of his classification unless there is a clear and compelling requirement for such a manpower allocation in the interest of substantial economic savings or the protection of life and property.

ARTICLE VIII

LABOR – MANAGEMENT COMMITTEE

8.1 The parties hereby agree to form a Labor Management Committee comprised of at least two representatives from the Employer and two representatives from the Teamsters Union. The Committee shall meet at mutually agreeable times to discuss matters of safety, training and City of Dixon Public Works 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. 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.

8.2 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 cited 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 provisions of this Article pertaining to pilot programs shall expire at the end of the contract term and shall not roll-over to subsequent collective bargaining agreements without the express agreement of the City and the union.

ARTICLE IX

DISCIPLINE

9.1 Disciplinary Action: The City has the absolute right to discipline or discharge for just cause. In general, the City will follow a practice of progressive discipline in the following sequence: verbal warning; written warning; suspension without pay; discharge. While it is understood discipline shall generally follow this sequence, it is also understood that there are certain serious circumstances in which the imposition of a disciplinary action higher in the progression is appropriate regardless of the employee's prior disciplinary record, and that there are certain misdeeds that, by their very nature, call for immediate discharge without resorting to progressive discipline.

9.2 Imposition of Discipline. 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 disciplinary 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.

9.3 Issuing Discipline. When it is determined that an action by an employee should result in discipline, the imposition of discipline shall not be unduly delayed. Disciplinary actions shall be

initiated within ten working days (days City Hall is open for business) from the day the City learns of the employee's actions giving rise to discipline. Copies of any written disciplinary actions given to the employee shall also be provided to the Union Steward and Union Business Agent. The failure to provide copies to the Steward or Agent shall not invalidate the discipline, but shall extend the timeline to file any otherwise appropriate grievance regarding that disciplinary action.

ARTICLE X

GENERAL PROVISIONS

10.1 Rules and Regulations

The City shall have the right to make such reasonable rules and regulations as are necessary for the safe and efficient operation of the various Departments. These rules and regulations must be posted and a copy provided to the Union Steward for transmittal to the Union Business Office. Posting shall constitute notice to the employees of the rules. The reasonableness of any rule promulgated by the City is subject to adjudication through the grievance procedure. There shall be no ex post facto implementation of rules, and further, they shall not be in effect until they have been posted for at least seventy-two (72) hours.

10.2 Uniforms

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer, but shall remain the property of the City. The cost of maintaining the uniform or protective clothing in proper working condition shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

10.3 Medical Plan

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 C.

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 C.

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 C.

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, then 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.

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 the employee 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.

10.4 Discontinuation of Department

The City agrees that in the event it discontinues, sells, leases, or otherwise severs itself from the direct operation of management of an activity on a Department or Sub-Department basis, which action of the City discontinues its need for the further services of all of the employees of that Department, or any district sub-division thereof, it will meet with the employees affected and the Union to discuss their possible continued employment by the City, or severance conditions.

10.5 Bulletin Boards

Union bulletin boards, presently in place and currently used by the Union in various locations, may be used by the Union for the following purposes:

- A. Recreational and social affairs of the Union,
- B. Union meetings,
- C. Union appointments,
- D. Union elections,
- E. Results of Union elections.

All other notices, bulletins, or information require the written approval of the Commissioner of Public Works or his representative. All notices posted by the Union are the responsibility of the Union and will be signed by the official responsible for its posting. All postings will bear a down-date, and the prompt removal of the notice after this date will be the responsibility of the individual who posted the notice. These bulletin boards will not be used for disseminating any matter of a political or controversial nature.

10.6 Meal Allowance

Any employee who works more than two (2) hours overtime after having completed ten (10) hours of work shall receive ten dollars (\$10.00) meal allowance. After completing four (4) more

hours and each four (4) hours thereafter, the same meal allowance shall be paid. The City may choose to provide the meal or reimburse the employee.

10.7 Appendices

Appendices attached hereto are included in and are a part of this Agreement.

10.8 Clothing Allowance

Public Works employees should wear clean, presentable clothing that easily identifies them as department employee. 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 Public 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 put 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.

10.9 Pension

The City will contribute to the Illinois Municipal Retirement Fund as required by statute for each covered employee.

10.10 CDL

Employees are required to possess a Commercial Drivers License. The City shall reimburse the employee for renewal costs associated with its issuance and application fee. The City will not be responsible for any costs beyond the issuance and application fee.

ARTICLE XI

STRIKES AND LOCKOUTS

11.1 It is agreed that there will be no strike, walkout, showdown, work stoppage, picketing or other activity which interferes with the City's operations by the Union or its members and there shall be no lockout by the City for the life of this Agreement.

11.2 In the event an employee or a group of employees engage in a strike, work stoppage, or slowdown, walkout or picketing, the City agrees it will institute no action against the Union, provided the Union upon request from the City, in good faith, takes immediate action to terminate or discontinue such strike, work stoppage, walkout, slowdown or picketing and publicly disclaims responsibility for same.

11.3 Any employee or group of employees who engage in a strike, work stoppage, walkout, slowdown, picketing or other activity which interferes with the City's operation may be disciplined and/or discharged by the City with no recourse to the grievance procedure. The issue of whether an employee took part in any of the above actions can be subject to the Grievance procedure and arbitration.

ARTICLE XII

SENIORITY

12.1 Definition

Seniority means an employee's length of continuous uninterrupted service with the employer since his last date of hire and shall only have effect in his Department.

12.2 Probation Period

New employees shall be added to the seniority list six months after their date of hire. During this period of probation, no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline and he shall have no rights under this Agreement.

12.3 Seniority Lists

Once each year the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Local Union 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.

12.4 Loss of Seniority

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 not longer than twenty-four (24) months regardless of length of service.

12.5 The City agrees that 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 to perform the work in a manner which has been usually and customarily acceptable to the City.

12.6 Employees permanently promoted to supervisory positions outside of the scope of this Agreement for a period in excess of sixty (60) calendar days shall lose all seniority

12.7 Promotion

It is the intent of the City to provide promotional opportunity to employees where such is economically sound and not an economic burden upon the City of undue proportion. To this end, each employee of the City may list with the City, on forms supplied by the City, three (3) positions for which he would like to be considered, which positions are higher paid than the one held at the time of filing.

At the time of any opening, the cards on file will be reviewed and the position awarded subject to the following conditions:

12.7.1 The most senior qualified employee who has the skill, physical fitness, and ability to perform the job will be given the job.

12.7.2 If there are no qualified employees who have requested the job, the City may hire a qualified employee from any other source.

12.7.3 If the City elects to train an employee to perform the new job, it will take the most senior man who has the necessary aptitude and physical fitness to perform the work.

12.7.4 An employee shall be considered qualified if he is able to perform the work without training. Brief orientation on unique characteristics of the work of the classification will not be considered as training. Any dispute as to an employee's qualifications may be submitted to the Grievance Procedure.

12.8 An employee must accept the award of any position he has requested.

12.9 An employee who is awarded a higher paying classification shall be ineligible to request another position for six (6) months and such requests as he has on file shall be invalidated for that period of time. An employee who is awarded an equal or lower paying classification may not request another position for two (2) years.

12.10 The City may fill a vacancy with a hardship case, a handicapped employee, an injured employee or any employee who because of health, age, or physical condition is no longer able to perform the duties of his present job.

12.11 If it becomes necessary to reduce the number of employees in a classification, the most junior employee will be placed in the next lower classification within his Department he is

qualified as defined in Section 12.7.4 of this Article to perform satisfactorily and which is held by a person of less seniority.

12.11.1 This process will be repeated until there are no junior employees in lower classifications in his which the displaced employee is qualified to perform.

12.11.2 An employee may not under any circumstances be upgraded as a result of this process.

12.12 Recall from Lay-Off

12.12.1 A qualified employee who has been laid-off from his Department will be recalled to classification in his Department he is qualified (as defined in Section 12.7.4) by skill and ability to perform in order of seniority. Errors in recall resulting from employee skill and ability not shown on employer records will not be subject to retroactive liability grievance or arbitration claims or awards.

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

12.12.2.1 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.

12.12.2.2 An employee must accept recall to any classification in his Department.

12.12.3 If it is necessary to temporarily reduce the work force on any classification or group of classifications, such temporary lay-off may be made without regard to seniority but will be the employees working in the classification or classifications and department affected, and shall not exceed one (1) week at any one occasion.

12.12.4 Subject to this whole Article and Agreement seniority will be exercised within departments for lay-off and recall purposes. The recognized departments are: Street, Sewage, and Cemetery. The City may create new departments to be added to his section, as the needs of the City require.

12.13 It is recognized that the employer may employ part-time or temporary employees on an intermittent or permanent basis and that they are not covered by this Agreement. It is understood that no part-time employees may be employees in any Department where there are full-time personnel laid off under the provisions of Section 12.11 and who are ready, able and willing to perform the work involved.

ARTICLE XIII

GRIEVANCE AND ARBITRATION

13.1 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.

13.2 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 of their choice accompany them through the grievance procedure. The employee shall identify the representative prior to the initial Step I meeting.
- E. Grievance Steps:

STEP 1: Department Head: The employee shall initially present the grievance to the appropriate Department Head or their designee. The Department Head 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 the Union may proceed to STEP 2 by giving notice to the City Manager within five (5) business days after the receipt of the Department Head's response. The City Manager shall schedule a meeting with the employee 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: City Council: If the grievance is not resolved at the STEP 2 level, the grievant or the 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. A grievance committee established by the Council, shall hear the grievance within 10 business days and such meeting shall not be open to the public. The committee shall be composed of three members; two City Council members and one member of the police and fire commission. By mutual agreement of the City and the Union the police and fire commission member may be substituted with another individual. The 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 City Council or its Committee, the grievant, with the consent of the Union, may invoke arbitration.

13.3 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).

13.4 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.

13.5 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 XIV

UNION ACTIVITIES

14.1 Union activities within City facilities shall be restricted to collective bargaining under this Agreement. The Union shall not engage in Union activities on City time or its property which will interfere with employee's assignments or duties.

14.2 Members of the Grievance Committee shall ask for and obtain permission before leaving their jobs in order to conduct Union business. Members of the Grievance Committee will ask for and obtain permission from the Foreman of any employee with whom he wishes to carry on Union business.

14.3 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the City's working schedule.

ARTICLE XV

SEPARABILITY

15.1 It is not the intent of either party hereto to violate any laws or rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held as being in conflict of any such laws, rulings or regulations, those portions should be considered to be void, in such event, the parties agree to meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable. Nevertheless, the remainder of this Agreement shall remain in full force and effect. In such event, the parties agree to meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful,

invalid or unenforceable.

ARTICLE XVI

DURATION AND AMENDMENT

16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the recognition resolution which authorized this employer union relationship from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the City and Union, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter not specifically referred to or covered in this Agreement, even though such matters or subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except that the parties may voluntarily discuss any problem related to the wages, hours, or working conditions either under the agency of any grievance procedure or by special request.

16.2 It is further agreed that when this contract is signed, same shall be in effect from the first (1st) day of May, 2016, to the thirtieth (30th) day of April, 2019, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to April 30, 2019, or the same date of any subsequent year, requesting that this Agreement be amended or terminated.

16.3 This contract shall remain in force for the term specified above and during the period for negotiations for amendments to this Agreement or a new Agreement with this Union. It is recognized that during this period, the parties may take advantage of the processes of mediation, fact finding, or other sources of conciliation. It is agreed that during the period of negotiations for a new or amended Agreement, this contract shall remain in full force and effect, and whatever date the new or amended Agreement is negotiated and executed, its provisions with respect to wages only shall be made retroactive to the termination date of this Agreement.

SIGNED FOR THE UNION

CITY OF DIXON

Mayor

APPENDIX A

WAGE SCHEDULE

| FY17 Steps (effective 5/1/16) | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Pay Grade | Start | 1 yr | 2 yr | 3yr | 4yr | 5yr | 6 yr | 7yr | 8yr |
| Maintenance Worker | 18.75 | 19.40 | 20.08 | 20.78 | 21.51 | 22.26 | 23.04 | 23.85 | 24.75 |
| Mechanic | 22.46 | 23.13 | 23.82 | 24.54 | 25.28 | 26.03 | 26.81 | 27.62 | 28.46 |
| Traffic Maintenance Specialist | 22.46 | 23.13 | 23.82 | 24.54 | 25.28 | 26.03 | 26.81 | 27.62 | 28.46 |
| Foreman | 22.46 | 23.13 | 23.82 | 24.54 | 25.28 | 26.03 | 26.81 | 27.62 | 28.46 |
| Sewage Treatment Operator IV | 19.09 | 19.66 | 20.25 | 20.86 | 21.49 | 22.13 | 22.80 | 23.48 | 25.09 |
| Sewage Treatment Operator III | 19.56 | 20.15 | 20.75 | 21.38 | 22.02 | 22.68 | 23.36 | 24.06 | 25.56 |
| Sewage Treatment Operator II | 20.15 | 20.76 | 21.38 | 22.02 | 22.68 | 23.36 | 24.06 | 24.79 | 26.15 |
| Sewage Treatment Operator I | 20.85 | 21.47 | 22.12 | 22.78 | 23.46 | 24.17 | 24.89 | 25.64 | 26.85 |
| Sewage Treatment Foreman | 24.87 | 25.62 | 26.38 | 27.18 | 27.99 | 28.83 | 29.70 | 30.59 | 30.87 |

| FY18 Steps (effective 5/1/17) | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Pay Grade | Start | 1 yr | 2 yr | 3yr | 4yr | 5yr | 6 yr | 7yr | 8yr |
| Maintenance Worker | 19.24 | 19.91 | 20.61 | 21.33 | 22.08 | 22.85 | 23.65 | 24.48 | 25.24 |
| Mechanic | 23.03 | 23.72 | 24.43 | 25.16 | 25.92 | 26.69 | 27.49 | 28.32 | 29.03 |
| Traffic Maintenance Specialist | 23.03 | 23.72 | 24.43 | 25.16 | 25.92 | 26.69 | 27.49 | 28.32 | 29.03 |
| Foreman | 23.03 | 23.72 | 24.43 | 25.16 | 25.92 | 26.69 | 27.49 | 28.32 | 29.03 |
| Sewage Treatment Operator IV | 19.59 | 20.18 | 20.79 | 21.41 | 22.05 | 22.71 | 23.40 | 24.10 | 25.59 |
| Sewage Treatment Operator III | 20.07 | 20.67 | 21.29 | 21.93 | 22.59 | 23.27 | 23.97 | 24.69 | 26.07 |
| Sewage Treatment Operator II | 20.68 | 21.30 | 21.94 | 22.59 | 23.27 | 23.97 | 24.69 | 25.43 | 26.68 |
| Sewage Treatment Operator I | 21.38 | 22.02 | 22.69 | 23.37 | 24.07 | 24.79 | 25.53 | 26.30 | 27.38 |
| Sewage Treatment Foreman | 25.49 | 26.25 | 27.04 | 27.85 | 28.69 | 29.55 | 30.43 | 31.35 | 31.49 |

| FY19 Steps (effective 5/1/18) | | | | | | | | | |
|--------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Pay Grade | Start | 1 yr | 2 yr | 3yr | 4yr | 5yr | 6 yr | 7yr | 8yr |
| Maintenance Worker | 19.74 | 20.44 | 21.15 | 21.89 | 22.66 | 23.45 | 24.27 | 25.12 | 25.74 |
| Mechanic | 23.61 | 24.31 | 25.04 | 25.80 | 26.57 | 27.37 | 28.19 | 29.03 | 29.61 |
| Traffic Maintenance Specialist | 23.61 | 24.31 | 25.04 | 25.80 | 26.57 | 27.37 | 28.19 | 29.03 | 29.61 |
| Foreman | 23.61 | 24.31 | 25.04 | 25.80 | 26.57 | 27.37 | 28.19 | 29.03 | 29.61 |
| Sewage Treatment Operator IV | 20.11 | 20.71 | 21.33 | 21.97 | 22.63 | 23.31 | 24.01 | 24.73 | 26.11 |
| Sewage Treatment Operator III | 20.59 | 21.21 | 21.85 | 22.50 | 23.18 | 23.87 | 24.59 | 25.33 | 26.59 |
| Sewage Treatment Operator II | 21.21 | 21.85 | 22.50 | 23.18 | 23.87 | 24.59 | 25.33 | 26.08 | 27.21 |
| Sewage Treatment Operator I | 21.93 | 22.59 | 23.27 | 23.96 | 24.68 | 25.42 | 26.19 | 26.97 | 27.93 |
| Sewage Treatment Foreman | 26.12 | 26.90 | 27.71 | 28.54 | 29.39 | 30.28 | 31.18 | 32.12 | 32.12 |

APPENDIX B

This Appendix, which is a part of the contract to which it is attached, provides for the rights and obligations of employees of the City classified as Division Managers.

There is, at the time of the execution of this Agreement, one employee so classified in each of the following three (3) Departments: Sewage Treatment Department; Cemetery Department; and the Street Department. It is understood and agreed by all parties hereto that the employment of the Various Division Managers stated above shall remain unaltered by this Agreement. It is further agreed that the wages, hours and working conditions or any other of the conditions of employment of persons so classified shall not be regulated by this Agreement nor shall any party have the right to file grievances relating to those topics hereunder.

The City agrees that the incumbents of the position of Division Managers will pay the usual and reasonable dues and initiation of any other employee covered by this Agreement and by doing so shall be considered a member in good standing of the Union. There shall be no basis for complaint or grievance if, in the course of his duties, he performs work which is otherwise described as bargaining unit work.

The Union agrees that it will not discriminate against any Division Manager by reason of the discharge of his duties as Division Manager.

This Appendix shall not limit the number of Division Managers the City may from time to time employ and it does not necessarily require that they join the Union and pay dues except that if they fail to join the Union and pay dues, they must not perform any work covered by the unit except for purposes of instruction of bargaining unit employees, familiarization of any personnel with bargaining unit work, or in any case where there is a real and present threat to life and property which requires their action or in any case where it is overwhelmingly economic for the Division Manager to be thus employed.

APPENDIX C

Health Insurance Premium Costs

| Coverage | City | Employee Hired before 05/01/201 6 | City | Employee Hired after 05/01/201 6 |
|---------------------|-------|---|-------|--|
| 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 | \$500 person / \$1,000 family | \$1,000 person / \$2,000 family |
| Out-of-Pocket Maximum | \$1,500 person / \$3,000 family | \$3,000 person / \$6,000 family |

[B1]

| 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 |
| Preventive care/screening/immunization | Covered at 100% | Not covered |

| Service | In-network | Out-of-network |
|--|--|---|
| 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) | If you use a Non-Network Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount. |
| Preferred brand drugs | \$15 Copay per prescription (retail); \$30 Copay per prescription (mail order) | |
| Non-preferred brand drugs | \$25 Copay per prescription (retail); \$50 Copay per prescription (mail order) | |
| Specialty drugs | \$5 Copay per prescription (generic); \$15 Copay per prescription (preferred brand); \$25 Copay per prescription (non-preferred brand) | |
| 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 |
| 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 | \$1,300 person / \$2,600 family | \$2,000 person / \$4,000 family |
| Out-of-Pocket Maximum | \$4,250 person / \$7,500 family | \$5,000 person / \$10,000 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 Pharmacy, you are responsible for payment upfront. You may be reimbursed based on the lowest contracted amount, minus any applicable deductible or copayment amount. |
| Preferred brand drugs | 20% Coinsurance | |
| Non-preferred brand drugs | 20% Coinsurance | |
| Specialty drugs | 20% Coinsurance | |
| 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 |
| 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 |

| Services | In-network | Out-of-network |
|-------------------------------------|-----------------|-----------------|
| 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 |

APPENDIX D

NON-DISCRIMINATION

The parties to this Agreement do pledge and agree that there will be no discrimination against any employee or prospective employee, by reason of his race, age, gender, creed, color, national origin, or physical handicap.

APPENDIX E

STAND-BY POLICY - WASTEWATER DIVISION

Response during Normal Working Hours: 7:00 am to 3:30 pm M-F

Calls received by the treatment facility or other City departments will be forwarded to treatment facility personnel by contacting the treatment facility directly. The numbers to contact will be as follows: Treatment Facility Phone: 288-3383

All treatment facility staff have been trained in responding to sewer back up calls and are capable of handling emergency calls during normal working hours.

The person receiving the call shall obtain from the caller the following information, which will be used for filing the incident report into the computer database. The person responding to the call will file with the Superintendent an incident report stating actions taken in remedying the back up situation.

- Name
- Address
- Return Phone Number
- Nature of the Problem

The Superintendent will be responsible for entering sewer back up response data into the computer database for report filing and future response analysis.

Response during NON-Working Hours:

The following policy procedures are for calls relating to emergencies during non-working hour's seven days per week.

Emergency Call Out and Employee Stand-By Policy For Public Works Employees

1. Stand-by Time: All duty hours outside an employee's normal shift.-
2. Requirements of Person on Stand-by:
 - a. Carry City stand-by cell phone at all times when not at home.
 - b. Be within 30 minutes of responding to call.
 - c. Trading of stand-by assignments must be preapproved by a Manager before the stand-by begins.
3. Compensation:
 - a. The employee on call shall receive as stand-by compensation the sum of \$175.00 per week or \$25.00 per day.
 - b. Should an emergency situation arise, the employee on call and any additional responding person shall receive overtime compensation in accordance with the union agreement.