

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION**

AND

CITY OF WAUKEGAN

2012 through 2017

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AGREEMENT

This Collective Bargaining Agreement (“Agreement”) has been made and entered into by and between the City of Waukegan, Illinois, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

PREAMBLE

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

ARTICLE I

UNION RECOGNITION/MANAGEMENT RIGHTS

SECTION 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer’s Department of Public Works, as certified by the Illinois State Labor Relations Board in No.: S-RC-12-033.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by

employees within the bargaining unit. In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification. In case the parties cannot agree on wages, and/or terms and conditions of employment for a new classification, the parties agree that such matter(s) shall be subject to the arbitration provisions set forth in this agreement.

SECTION 1.3: MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively vested in the City, and these rights shall be liberally construed. These rights shall include, but are not limited to the following:

- (A) To plan, direct, control and determine all the operations and services of the City;
- (B) To supervise and direct the working forces;
- (C) To establish the qualifications for employment and to employ employees;
- (D) To schedule and assign work;
- (E) To establish work and productivity standards and, from time to time, to change those standards;
- (F) To determine the need for and to assign overtime;
- (G) To determine the methods, means, organization and number of personnel by which such operations and services are to be made or purchased;

- (H) To make, alter, and enforce reasonable rules, regulations, orders and policies;
- (I) To transfer, assign and evaluate employees;
- (J) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- (K) To change or eliminate existing methods, equipment or facilities;
- (L) To contract out for goods and services;
- (M) To subcontract any work or services it deems necessary for the operation of the public works function;
- (N) To establish, implement and maintain an effective internal control program;
- (O) To increase, reduce or change, modify or alter the composition of the work force and/or create temporary duty assignments, including the right to reduce its work force because of lack of work or funds or other appropriate reasons;
- (P) To determine the overall budget; and
- (Q) To carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the City has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the City.

Any City policies contained in the Employee Handbook shall generally apply to employees covered by this Agreement unless such policies conflict with an express written provision of this Agreement. The Employee Handbook shall not confer any additional compensation, benefits or rights upon employees covered by this Agreement.

ARTICLE II
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

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 Employer's working schedule.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business.

SECTION 2.3: UNION BULLETIN BOARD

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

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

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

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other programs (e.g., PAC) as authorized by the bargaining unit member.

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

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

SECTION 3.2: FAIR SHARE

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number,

address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

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

ARTICLE IV

HOURS OF WORK AND OVERTIME

SECTION 4.1: WORKDAY AND WORKWEEK

A. The workday is eight (8) hours, and the workweek is forty (40) hours.

B. The hours/workdays for bargaining unit employees shall be as follows:

Monday through Friday, 7:30 am to 4 pm, except as follows:

Water Main Inspector/Backflow Coordinator – M-F, 7 to 3:30

Water Main Supervisor – M-F, 7 to 3:30

Building Maintenance Supervisor – M-F, 7 to 3:30

Water Plant Operations Supervisor – M-F 6:30 to 3:00

Vehicle Maintenance Supervisor – M-F – 5 am to 1:30

There will be a one-half (1/2) hour unpaid lunch, exclusive of drive/wash up time.

C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon.

SECTION 4.2: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

A. Except as set forth elsewhere in this agreement, a bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week or outside of his normal work day. Overtime will be rounded up to the nearest ¼ hour.

B. Excluding sick time, compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.

C. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on the actual day of the holidays, and Sundays.

SECTION 4.3: CALLBACK

A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback with pay beginning at the time of the call/assignment. Employees shall be given a reasonable amount of time to respond to the City facility, but shall make every effort to respond within one hour, weather and traffic conditions dependent. It is expressly understood that there will be no busy work during callback assignments.

SECTION 4.4: COMPENSATORY TIME

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of thirty (30) minute blocks. Employees may accumulate up to sixty (60) hours of compensatory time in lieu of overtime at any given time. Compensatory time cannot be scheduled before it is earned. Compensatory time may be cashed in at any time by the employee.

SECTION 4.5: ON-CALL PAY

There shall be one employee on call each week on a rotating basis. The on call employees are the primary dispatchers to any after hour calls. Should the on-call employee need additional help to dispatch a call they will contact the Director of Public Works or his designee. Employees required to be on call shall granted five (5) compensatory hours for the entire week. Employees may trade on-call assignments, so long as they provide notice to the Department Head or whomever he/she designates when the schedule is set.

SECTION 4.6: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period on or off site at the employee's discretion.

ARTICLE V

SENIORITY

SECTION 5.1: SENIORITY DEFINED

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment with the Employer.

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off.

SECTION 5.3: SENIORITY LIST

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

SECTION 5.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) months of employment. A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Employees who are promoted within the bargaining unit shall be subject to a probationary period of 90 consecutive days of uninterrupted municipal service. Failure to satisfactorily meet the responsibilities of the new position shall cause said employee to return to his prior position and salary.

ARTICLE VI

LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least forty-five (45) days notice of any layoffs.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V. Additionally, due the nature of their work, employees that have been promoted to a position within the unit from a position outside of the unit, will be permitted to bump back into the last position held or another position in public works that he is qualified to perform as opposed to being laid off.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a recall list for a period of one year from the date of lay-off. Employees shall be recalled in seniority order. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

ARTICLE VII

DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.

- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director of Public Works. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

Except for discipline related to workplace violence infractions, written reprimands and oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of one (1) year. All discipline, except for discipline related to workplace violence infractions, shall be removed from the employees file after three years. All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to

placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

SECTION 7.2: RIGHT TO REPRESENTATION

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: DIRECTOR OF PUBLIC WORKS

The Union or employee may submit a written grievance to the Director of Public Works within seven (7) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

STEP TWO: MAYOR

If the grievance remains unsettled at Step One, the Union or employee may advance the written grievance to the Mayor within fourteen (14) calendar days of the response in step one or when such response was due. The Mayor or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Mayor shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the Mayor shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Mayor does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

STEP THREE: ARBITRATION

If the grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The

Union shall request the Federal Mediation and Conciliation Service submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented during the Grievance Process Steps unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

SECTION 8.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

SECTION 8.6: UNION STEWARDS

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. The Union will provide written notice to identify the Stewards.

ARTICLE IX

LEAVES

SECTION 9.1: HOLIDAYS

Holidays are:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. In order to be eligible for holiday pay, the employee must work his last full scheduled working day immediately preceding and his first scheduled working day immediately following the day observed as a holiday, unless one of these days is the employee's scheduled day off or unless the employee is excused in writing by the

Director of Public Works or his designee due to an authorized paid leave. All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall additionally be compensated at two times their regular rate of pay for all time actually worked on such holiday, with a guaranteed minimum of two (2) hours should an employee be called out on a holiday.

SECTION 9.1 (b) FLOATING HOLIDAYS / PERSONAL DAYS

Following completion of a new employee's probationary period, he shall be eligible to receive four (4) floating holidays/ personal days per fiscal year. Personal leave days may be taken at the option of the employee with the approval of his supervisor with a minimum of 48 hours notice where practical. Personal leave days shall be taken during the fiscal year. Personal leave days accrue on a fiscal year basis, and shall be prorated for employees with less than one year of service hired during the fiscal year.

SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS

When a holiday falls on a Saturday it shall be observed on the preceding Friday. When a holiday falls on a Sunday it shall be observed the following Monday.

SECTION 9.3: VACATION LEAVE

Unless specified otherwise, regular full-time employees in the City service completing full year of service shall be allowed vacation leave according to the following schedule:

<u>Completed Years of Service</u>	<u>Earned Vacation Leave</u>
After 1 year and 1 day	2 weeks
After 7 years and 1 day	3 weeks

After 11 years and 1 day

3 weeks, 2 days

After 15 years and 1 day

4 weeks

Vacation leave must be taken during the year following its accumulation. Vacation leave must be taken in minimum increments of one day or (less with Department Head approval, such approval not to be unreasonably denied). The Department Head may approve vacation leave requests within 24 hours of their submission. Vacations shall be scheduled with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the requests of the employees, such approval not to be unreasonably denied. However, a change in a previously scheduled vacation day cannot bump a less senior employee from their previously schedule and approved vacation leave.

Employees shall be eligible for accrued vacation upon termination. Upon the death of a City employee, the named beneficiary or estate of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

SECTION 9.4: SICK LEAVE

Bargaining unit employees shall earn sick leave with full pay at a rate of one (1) workday for each calendar month of service.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness
- B. Medical, dental or optical appointments

- C. Enforced quarantine of employee in accordance with community health regulations
- D. Sickness in the immediate family
- E. Non-compensable injuries
- F. Pregnancy

Sick leave may be accumulated up to a maximum of 50 days (400 hours). Sick leave may never be taken in advance of earning the time. An employee, unable to report for work because of the above reasons, shall notify his/her supervisor or department head at least one hour prior to the time they are expected to report for work. Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work if so requested by the Employer.

SECTION 9.5 SICK LEAVE BANK

Should employees desire, they shall be permitted to contribute up to 5 unused sick days per year to a sick leave bank that will be used at the Union's discretion in order to help fellow Union members employed or on an approved leave from the employer. Once contributed the sick time may not be "repaid" to the contributing employee.

SECTION 9.6 SICK LEAVE BUY-BACK

Employees may not sell back to the City any portion of sick leave accrual not expressly authorized by the City of Waukegan's Salary Ordinance. Sell back is permitted under three conditions: (1) at one-half rate for hours accumulated in excess of 400 hours each May 1; (2) at one-half rate for all hours accumulated at time of separation of service in conformance with the

City of Waukegan Salary Ordinance Sections 4.5 and 4.6; and, (3) in accordance with any separation agreement approved by the Mayor.

SECTION 9.7 JURY DUTY LEAVE

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness in a case involving the City, including cases where an employee is subpoenaed because they witness an incident while on duty.

When an employee is notified for jury duty, the employee is to provide notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head. An employee who must attend court on a non-work related matter must take vacation days or personal days or compensatory time to cover the time off from work. If the employee has used his/her allotted vacation or personal days or comp time the employee will be granted leave without pay. If the employee is released from jury duty early they must report to work.

SECTION 9.8 MILITARY LEAVE

Employees shall be eligible for military leave in accordance with applicable State and Federal law.

SECTION 9.9 FUNERAL LEAVE

Employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse, child (including step or adopted), mother or mother-in-law, father or father-in-law, sister, brother, aunt or uncle. If the employee receives notification of the death while at work, he/she may also be allowed the balance of that workday off with pay.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Vacations may be extended as a result of a death of an immediate family member, occurring during vacation. Should an employee need additional time off due to a death of a family member, he may be permitted to use vacation, personal or compensatory time as permitted by the Department of Public Works, such approval not to be unreasonably denied.

ARTICLE X

LABOR MANAGEMENT CONFERENCES

SECTION 10.1: LABOR-MANAGEMENT CONFERENCES

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

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

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

SECTION 10.2: PURPOSE

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by

Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

SECTION 10.3: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform the Director of Public Works or his designee, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

ARTICLE XI

MISCELLANEOUS PROVISIONS

SECTION 11.1: GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

SECTION 11.2: UNIFORMS/TOOLS/BOOTS

The City will supply all public works employees with uniforms as exist on the date of this agreement (i.e., 100% cotton shirts and pants), boots and work clothing as necessary, including replacement thereof when damaged or due to reasonable wear and tear according to current practice. The Employer shall provide all necessary items of personal protective equipment (PPE), including but not limited to hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses. The City will pay for 100% for safety glasses (non-prescription). The City shall pay 100% for all safety equipment required per the PPE. The City will provide a taxable safety shoe allowance of \$350 per year to the Asphalt Supervisor and

Concrete Supervisor, \$175 per year for all other employees, payable on or about April 1st of each year.

SECTION 11.3: LICENSE/CERTIFICATION REIMBURESEMENT

The employer shall reimburse all employees required by the Director of Public Works to carry any licenses and certifications (e.g., ASE) as well as the cost of the license/certification and any renewals as well as endorsements it may require. All employees with the exception of the Water Plant and Water Meter Supervisors shall be required to have a class "B" C.D.L. with appropriate endorsements within six (6) months of the signing of this agreement.

SECTION 11.4: TRAINING

All employees will be given equal opportunities to train in order to advance within the City as well as to better serve the public. Additionally, within 30 days after the signing of this agreement, the parties shall meet to determine the feasibility of sending some or all of the workforce to the Union's Apprenticeship and Skill Improvement Program.

SECTION 11.5: RESIDENCY

All new employees hired after May 1, 2012 must have their primary residency within the city limits of the City of Waukegan. All employees are eligible for a Residency Bonus of \$100 per month, not to exceed \$1,200 in a year, payable after the effective date of the Agreement. If a current employee moves into the City during the term of the Agreement, he/she will be eligible for the residing bonus on a monthly basis thereafter. This bonus is not added to the base rate of pay. If an employee moves his/her primary residence outside of the City of Waukegan within three years of receiving the last monthly residency bonus, then the employee shall be required to

pay back the City all residency bonuses received from the date of first receipt of a residency bonus.

SECTION 11.6: DRUG AND ALCOHOL TESTING

It is expressly understood that the Union and City are in favor of a safe work environment, both for the employees and the public. As such, the parties agree on zero tolerance drug and alcohol policy, and further agree that testing procedures and discipline will be the same for drug and/or alcohol in compliance with United States Department of Transportation standards.

ARTICLE XII

SUBCONTRACTING

The City maintains the right to contract out work and/or subcontract work that it deems necessary for the operation of the public works function in the City of Waukegan. The City agrees to meet and confer with the Union concerning its decision to contract out and/or subcontract work that will result in the lay-off of bargaining unit personnel except in emergency circumstances.

ARTICLE XIII

NON-DISCRIMINATION

SECTION 13.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

SECTION 13.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration.

ARTICLE XIV

NO STRIKE/NO LOCKOUT

SECTION 14.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 14.2: NO LOCKOUT

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

ARTICLE XV

FILLING OF VACANCIES

SECTION 15.1: POSTING

Whenever the Employer determines there is an approved vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on recall, may do so.

SECTION 15.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer may fill those vacancies by employing the most senior employee who meets the qualifications for the position.

ARTICLE XVI

INSURANCE

All bargaining unit employees will participate in the Midwest Operating Engineers Welfare Fund. A bargaining unit employee becomes covered and otherwise eligible to participate in the Midwest Operating Engineers Welfare Fund (the "Fund") on the first day of the first month after the employee is hired (e.g., an employee hired July 5th will become eligible on August 1st).

Effective upon ratification of this Agreement, the Employer shall pay \$550.00 per month for employees electing individual coverage and \$1450.00 for employees electing family coverage into the Fund for any month in which the employee performs any work covered by this agreement after he or she becomes eligible to participate in the Fund. These monthly premiums amounts will not increase in excess of \$40 per month for individual coverage and \$100 per month for family coverage for any subsequent calendar year, beginning June 1, 2013, during the term of this agreement.

The Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the preceding month. Contributions to the Fund shall not constitute

or be deemed wages due to the employee. The City shall abide by all terms and conditions of the Fund plan.

The Employer shall maintain life insurance for bargaining unit employees under the same terms and conditions as all other City employees.

ARTICLE XVII

WAGES RATES

Employees covered by this Agreement shall be paid pursuant to the wage schedule attached hereto and incorporated herein as Appendix A. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this agreement is executed as set forth in Appendix B. After the initial slotting as set forth in Appendix B, employees will move from one step to the next, on their anniversary date of hire based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position. Step increases shall be contained in the employee's paycheck closest to the employee's anniversary date.

The City, at its sole discretion, may determine the step for newly hired employees within the established pay plan. If in the exercise of that discretion the City determines that a newly hired employee shall be compensated at a rate higher than the beginning step, it may do so.

Longevity pay shall be as follows:

After 15 years: \$450 annually, added to the base rate for overtime purposes

After 20 years: \$850 annually, added to the base rate for overtime purposes

After 25 years: \$1250 annually, added to the base rate for overtime purposes

ARTICLE XVIII

SAVINGS CLAUSE

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

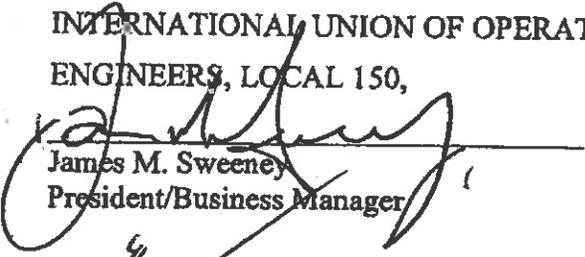
ARTICLE XIX

TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date, unless mutually agreed.

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th day of April, 2012 in the City of Waukegan, ILLINOIS.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,


James M. Sweeney
President/Business Manager


Kenneth Edwards
Field

CITY OF WAUKEGAN


Robert Sebozian

Attorney/Organizer

APPENDIX A

WAGE RATES

IUOE LOCAL 150 AND CITY OF WAUKEGAN

PW Supervisor	Start	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
5/1/12 - 4/30/13	61,038	62,259	63,504	64,774	66,069	67,391	68,739	70,113	71,516	72,946
5/1/13 - 4/30/14	61,954	63,193	64,456	65,746	67,061	68,402	69,770	71,165	72,588	74,040
5/1/14 - 4/30/15	62,883	64,141	65,423	66,732	68,066	69,428	70,816	72,233	73,677	75,151
5/1/15 - 4/30/16	63,826	65,103	66,405	67,733	69,087	70,469	71,879	73,316	74,782	76,278
5/1/16 - 4/30/17	RE-OPENER									

SIDE LETTER
CITY OF WAUKEGAN AND IUOE, LOCAL 150

This Side Letter of Agreement is entered into by and between the City of Waukegan ("City") and the International Union of Operating Engineers, Local 150 ("Union"), parties to a Collective Bargaining Agreement ("CBA") for the City of Waukegan Public Works Supervisors ("Supervisor Unit") dated 2012 through 2017.

The parties hereto agree as follows:

1. The CBA shall be modified as follows:

ARTICLE XIX - TERMINATION

This Agreement shall be effective when ratified by both parties and shall remain in full force and effect until the 30th day of April, 2020. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless mutually agreed.

ARTICLE XVI - INSURANCE

All bargaining unit employees will participate in the Midwest Operating Engineers Welfare Fund. A bargaining unit employee becomes covered and otherwise eligible to participate in the Midwest Operating Engineers Welfare Fund (the "Fund") on the first day of the first month after the employee is hired (e.g., an employee hired July 5th will become eligible on August 1st.).

Effective upon ratification of this Agreement, the Employer shall pay \$550.00 per month for employees electing individual coverage and \$1450.00 for employees electing family coverage into the Fund for any month in which the employee performs any work covered by this agreement after he or she becomes eligible to participate in the Fund. These monthly premiums amounts will not increase in excess of \$40 per month for individual coverage and \$100 per month for family coverage for any subsequent calendar year, beginning June 1, 2013, during the term of this agreement. Effective January 1, 2015, the rates shall be as follows: \$650 per month for single coverage and \$1700 per month for family coverage. Thereafter, the rates will not increase in excess of \$50 per month for individual coverage and \$100 per month for family coverage for any subsequent calendar year, beginning January 1, 2016, during the term of this agreement.

The Fund maintains a place of business at 6150 Joliet Road, Countryside, Illinois 60525, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the tenth (10th) day of the preceding month. Contributions to the Fund shall not constitute or be deemed wages due to the employee. The City shall abide by all terms and conditions of the Fund plan.

The Employer shall maintain life insurance for bargaining unit employees under the same terms and conditions as all other City employees.

APPENDIX A - WAGE RATES

The new Appendix A is attached hereto.

TAKE HOME VEHICLES

It is hereby agreed that all bargaining unit employees who reside within the limits of the City of Waukegan shall be afforded a take home vehicle if they so choose. Said terms and usage of the vehicle shall be the same as exists for any other employees who take home vehicles.

SECTION 4.1 - WORKDAY AND WORKWEEK

B. The hours/workdays for bargaining unit employees shall be as follows:
Monday through Friday, 7:30 am to 4 pm (from Memorial Day to Labor Day, the hours of work shall be Monday through Friday, 7am to 3:30pm) except as follows:

Building Maintenance Supervisor – M-F, 7 to 3:30
Water Plant Operations Supervisor – M-F 6:30 to 3:00

There will be a one-half (1/2) hour unpaid lunch, exclusive of drive/wash up time.

LOCAL 150, INTERNATIONAL UNION OF
OPERATING ENGINEERS

By: [Signature]

Date: 10/7/14

CITY OF WAUKEGAN

By: Wayne Matley

Date: 10-7-2014