

**CITY OF DES PLAINES**

**RESOLUTION R - 176 - 19**

**A RESOLUTION APPROVING A FIVE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE MUNICIPAL EMPLOYEES CITY COORDINATING ASSOCIATION OF DES PLAINES.**

**WHEREAS**, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, certain personnel employed by the City of Des Plaines ("*Employees*") are represented by the Municipal Employees City Coordinating Association of Des Plaines (MECCA) ("*Union*"); and

**WHEREAS**, the City and the Union desire to enter into a five-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning January 1, 2020 and ending December 31, 2024 ("*Agreement*"); and

**WHEREAS**, the Union membership voted to ratify the Agreement on August 29, 2019; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with the Union;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement by and between the City and the Union in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: EXECUTION OF AGREEMENT.** The City Manager and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

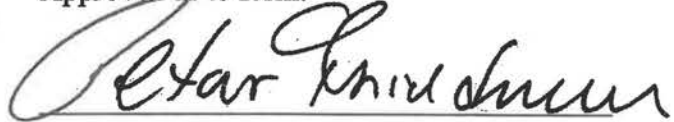
**PASSED** this 21<sup>st</sup> day of October, 2019.

**APPROVED** this 21<sup>st</sup> day of October, 2019.


**VOTE:** AYES 6 NAYS 0 ABSENT 2

  
MAYOR

Approved as to form:

  
Peter M. Friedman, General Counsel

ATTEST:

  
CITY CLERK

DP-Resolution Approving Collective Bargaining Agreement with MECCA 2020-2024

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF DES PLAINES**

**and**

**MUNICIPAL EMPLOYEES CITY COORDINATING ASSOCIATION  
OF DES PLAINES**

**JANUARY 1, 2020 – DECEMBER 31, 2024**

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## **ARTICLE I RECOGNITION**

### **Section 1.1. Recognition.**

The City recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and certain other conditions of employment for all full time employees in the classification set forth in Article V, but excluding all clerical and technical employees who occupy a position involving matters of a confidential nature, and all management, professional, administrative and supervisory employees with authority to hire, transfer, suspend, discipline, discharge for cause, layoff, recall, promote, assign, evaluate or otherwise change the status of an employee, to evaluate their performance, or to adjust their grievances or to effectively recommend such action.

### **Section 1.2. Sole Collective Bargaining Agent.**

The City will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

### **Section 1.3. Association Rights.**

The Association shall have the sole right and authority to operate and direct the Association in all of its various aspects, including, but not limited to the right to determine who may be a member, to elect its own officers, and to appoint such of its members as it sees fit to serve on committees meeting with the City or any other governmental agency of any type; to pass and effectuate such rules and regulations governing the conduct of its internal affairs without any interference, directly or indirectly, from the City or its officials; to assess dues on its members as it sees fit.

### **Section 1.4. Management Rights.**

Except to the extent expressly abridged by a specific provision of this Agreement, the Association recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Association. The sole and exclusive rights and responsibilities of



management which are not abridged by this Agreement shall include, but are not limited to, the right to determine the existence or non-existence of facts which are the basis of a City or management decision; to establish or continue policies, practices and procedures for the conduct of the business of the City and its Public Works Department and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to re-determine the methods, equipment, facilities and materials to be employed; to determine the number of hours per day or per week operations must be carried on; to determine qualifications for work; to assign work to such employees in accordance with the requirements determined by the City; to establish and change schedules and assignments; to hire, transfer, promote, demote, terminate or otherwise relieve employees from duty for legitimate reasons; to make and enforce reasonable rules; to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as the City may determine to be necessary for the orderly, safe and efficient operation of the City and its several departments.

All of the rights, functions and prerogatives of the City and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the City and shall not be subject to arbitration. In no event shall any right, function or prerogative of the City and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by explicit provision of this Agreement.

**Section 1.5. Dues Deductions.**

Upon receipt of a signed authorization from an employee, the City agrees for the duration of this Agreement to deduct from such employee's pay, uniform monthly Association dues. The Association will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the treasurer of the Association by the 15th day of the month following the month in which the deduction is made.

**Section 1.6. Indemnification.**

The Association shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

**ARTICLE II  
CONFLICT WITH LAW**

**Section 2.1. Conflict with Law.**

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.2. Non-Discrimination.**

There shall be no discrimination because of race, color, religion, sex, national origin, Association membership or Association activities.

**Section 2.3. Right to Sue.**

The City and the Association shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violation thereof.

**ARTICLE III  
WORK INTERRUPTION**

**Section 3.1. No Work Interruption.**

During the period of this Agreement, the Association, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slowdown, stoppage of work including mass sick calls, boycotts, picketing or other interruption of or interference with the operation of the City or City properties.

Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the City, and the City shall have the right to take such disciplinary action in addition to all other rights and remedies which the City may have or to which it is entitled, both at law and in equity.

**Section 3.2. No Lock-Out.**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section 4.1. Grievance Procedure.**

Should any dispute arise between the City and the Association and the City and any of its employees involving the interpretation or application of any of the specific provisions of this Agreement, any matter involving the violation of any of the specific provisions of this Agreement, or the reprimand or the suspension of an employee, shall be settled in accordance with the procedure set forth below. All grievances and responses must be made in writing. All grievances, discussions, and investigations shall take place in a manner which does not interfere with City operations.

STEP 1: Between the Superintendent, the employee involved and the Association within ten (10) working days from the date of the grieved event. If the grievance is not satisfactorily settled within fourteen (14) calendar days after presentation of the grievance, it shall be reduced to writing indicating the article and section violated and the remedy sought, dated and signed by the employee and the Foreman on a form provided for the purpose, and appealed to Step 2 within fourteen (14) calendar days of the receipt of the Foreman's answer.

STEP 2: Between the Assistant Director of Public Works, the employee involved and the Association within fourteen (14) calendar days from its appeal from Step 1. If both parties agree, the Foreman and the employee involved in the grievance may be called to give a statement regarding the matter grieved. If the grievance is not satisfactorily settled within

fourteen (14) calendar days of its presentation to Step 2, the Association may either appeal the grievance to Step 3 within fourteen (14) calendar days of the receipt of the Assistant Director's answer.

STEP 3: Between the Director of Public Works, the employee involved and the Association within fourteen (14) calendar days from its appeal from Step 2. If both parties agree, the foreman and the employee involved in the grievance may be called to give a statement regarding the matter grieved. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation to Step 3, the Association may appeal the grievance to Step 4 within fourteen (14) calendar days of the receipt of the Director's answer.

STEP 4: Between the City Manager or Designee, the employee involved and the Association within fourteen (14) calendar days of its presentation in Step 3. If the grievance is not satisfactorily settled within thirty (30) calendar days of its presentation to Step 4, the Association may appeal the grievance to arbitration within forty (40) calendar days of the receipt of the City Manager's answer.

STEP 5: In the event the grievance has not been satisfactorily settled at Step 4, the Association may appeal the grievance to arbitration within forty (40) calendar days of the receipt of the last answer by the City. Either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who shall be members of the National Academy of Arbitrators. Selections from this list shall be made within fourteen (14) calendar days by the parties striking names alternately from such list until one name alone remains. The person whose name remains shall be the arbitrator.

The award of the arbitrator shall be final and binding. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before the arbitrator and the arbitrator shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated management as provided for in Article I, Section 4. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be shared jointly by both parties.

**4.2. Timeliness of Grievances.**

Time limits should be strictly adhered to by both parties unless extensions are mutually agreed upon in writing at any step. No grievance shall be entertained or processed unless it is submitted within the time set forth hereinabove. If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If the City does not answer a grievance at any step within the time limits specified, the grievance shall be deemed denied at that step and the Union may proceed to process the grievance at the next step. The time limits may be extended by mutual agreement of the parties in writing.

**Section 4.3. Right to File Grievances.**

Only the Association shall have the right to prosecute grievances under this Agreement, and only the Association shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement. If the Association refuses to prosecute a grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be conclusively bound thereby and the Association shall thereafter be estopped to revive or further prosecute said grievance.

**Section 4.4. Advanced Grievance Step Filing.**

A grievance may be filed at an advanced step of the grievance procedure by mutual agreement between the appropriate Association representative and the appropriate Employer representative at the step where it is desired to initiate the grievance. Grievances involving discharge shall be heard immediately at Step 5 of the grievance procedure.

**ARTICLE V  
COMPENSATION**

**Section 5.1. Wages.**

Except as otherwise provided, effective January 1, 2020 through December 31, 2020, all employees covered by this Agreement shall receive a 1.5% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 2, 2020 through December 31, 2020, employees with the classifications of Maintenance Operators and Water Plant Operators covered by this Agreement shall receive a 1.5% pay adjustment to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 1, 2021 through December 31, 2021, all employees covered by this Agreement shall receive a 2.0% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 1, 2022 through December 31, 2022, all employees covered by this Agreement shall receive a 1.75% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 2, 2022 through December 31, 2022, employees with the classifications of Maintenance Operators and Water Plant Operators covered by this Agreement shall receive a 1% pay adjustment to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 1, 2023 through December 31, 2023, all employees covered by this Agreement shall receive a 2% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Except as otherwise provided, effective January 1, 2024 through December 31, 2024, all employees covered by this Agreement shall receive a 2.25% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

The job classifications and salary ranges set forth in Appendix A shall become effective and shall continue in effect for the duration of this Agreement. The classifications set forth in Appendix A are intended merely as convenient designations and are not to be deemed descriptive of the only work to be required in a particular job classification. The City may

require an employee to do the work of any other employee or any other type of work necessary to the operation, providing the City complies with Article VI - UNIFORMS.

**Section 5.2. Performance Appraisals.**

Under the Performance Appraisal System instituted, each employee covered by this Agreement shall be evaluated on his/her anniversary date for job performance.

Advancement from one step to another within the salary range shall be made on the basis of a passing grade on the periodic performance appraisal. Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denial of a scheduled step increase. Each employee, upon request, will be furnished with a copy of his previous performance appraisal along with a written statement of the reason for granting or denying any step increase. The Department Head and Union President, or their designees, agree to meet and discuss changes in the Performance Appraisal System. Any modifications to the System shall be approved by the parties.

**Section 5.3. Longevity.**

Full-time employees with continuous unbroken service records shall receive longevity payment in accordance with their job classification, as listed in the Salary Schedule. Eligibility for longevity increases will continue for all employees of the City employed prior to May 1, 1994. Employees employed thereafter will not be eligible for longevity at any time during their City career.

**Section 5.4. Working Out of Classification Pay.**

In any case when an employee is qualified for and is temporarily required to serve regularly in and accept the responsibility for work attributable to a higher classification such employee shall receive five percent (5%) above his present rate while so assigned, or the minimum compensation afforded to the higher-compensated classification, whichever is greater. The City Manager may approve an employee's working out of classification compensation at a rate higher than described above upon the recommendation of the Department Head and Director of Human Resources.

To qualify for working out of classification pay, an employee shall regularly and continuously perform the work of the higher classification for any period of five (5)

consecutive business days. Working out of classification pay is paid only for the days actually worked and shall not include any paid or unpaid leave taken during that time period.

An employee may be temporarily assigned to work in any position in the same or lower class grade without change in pay. In the event such transfer is made in lieu of a layoff, the employee shall be paid a rate comparable in position in the rate range of the new job classification as his rate at the time of transfer in the former classification.

**Section 5.5. Payroll Corrections.**

Erroneous paycheck underpayments and overpayments will be corrected within the shortest period of time administratively feasible.

**Section 5.6. Night Shift Premiums.**

Public works employees who are assigned to night shifts and do not rotate to day shifts in increments of less than sixty (60) days shall be paid ten (10) percent over and above the rate normally received during such assignment. A night shift shall be defined as a shift in which one-half (1/2) or more of the shift is scheduled after six o'clock (6:00) P.M. or before eight o'clock (8:00) A.M.

**Section 5.7. Arboriculture Certification.**

Effective upon contract execution or January 1, 2020, whichever is later, employees who possess a valid International Society of Arboriculture (ISA) certification during the term of this Agreement shall be paid an additional \$0.0481 added to their base hourly wage (i.e., an annualized amount of \$100). In addition, the City will pay the cost of renewal of such certification. Proof of current certifications must be provided to the Director of Public Works by December 15<sup>th</sup> of each year in order to receive the additional pay for the following year.

**ARTICLE VI**

**UNIFORMS**

**Section 6.1. Uniforms for Vehicle Maintenance.**

Vehicle Maintenance employees shall have uniforms provided by the City through a rental service. An annual payment of \$80 per calendar year shall be provided to these employees for reimbursement for steel-toed safety shoes or boots.



**Section 6.2. Uniforms for Other Employees.**

All other employees shall receive an annual payment on or about January 1 for the purpose of purchasing approved uniforms and footgear. The following allowances shall be credited to each employee during the term of this agreement:

<u>YEAR</u>	<u>ALLOWANCE</u>
2016	\$500.00/employee
2017	\$500.00/employee
2018	\$500.00/employee
2019	\$500.00/employee

In addition to the allowance listed above, employees assigned to the paving crew will receive an additional \$80 per year to purchase steel-toed safety shoes or boots.

**Section 6.3. Changes to Uniform Program.**

The City reserves the right to administer uniform allowances through a quartermaster or reimbursement program. The City shall notify the Union at least thirty (30) days prior to implementing such a program.

## **ARTICLE VII OVERTIME**

### **Section 7.1. Overtime Pay and Schedule of Work.**

Where overtime is required, employees will be compensated at the rate of one-and-a-half (1.5) times their straight time rate for all hours after forty (40) straight time hours have been worked within a given work week. Two (2) times the straight time rate shall be paid for all hours worked on the calendar day of Sunday. Compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.

The work day for each employee shall commence at the starting time of their assigned shift and shall continue for twenty-four (24) hours. The work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday. The regularly scheduled period of work shall be Monday through Friday unless otherwise defined for 24-hour shift personnel or to address emergency or non-emergency changes in operations.

### **Section 7.2. Standby Pay and Assignments.**

Standby assignments for weekend and holiday duty shall be made by the City on a voluntary basis. Employees who volunteer for standby duty shall participate in a lottery on or about October 1st each year, which will determine the order in which specific preferred dates are assigned.

Standby assignments shall be made by the City among qualified employees and shall be distributed as equally as practicable among those who sign up. If any standby assignments have not been assigned to qualified volunteers by November 1st, the City shall have the right to assign qualified employees on a mandatory basis. Mandatory standby assignments within any classification shall be on the basis of seniority, starting with the least senior qualified employee in the affected classification. Where necessary, the City shall have the right to make additional standby assignments. In general, standby personnel shall call employees when he/she requires assistance, according to the process outlined in Section 7.

Standby compensation shall be \$60.00 per weekend plus the appropriate hourly rate for time actually worked if called while on such standby or two hour's pay, whichever is greater. Weekend duty shall begin at 3:30 p.m. each Friday and continue through 12:00 a.m. on

Monday. Additional standby days beyond the Friday through Sunday weekend period shall be paid at \$25.00 per day plus the appropriate hourly rate for time actually worked if called while on such standby or two hour's pay, whichever is greater. The "appropriate hourly rate" may be straight time or overtime, depending upon whether the employee satisfies the provisions of Section 7.1.

**Section 7.3. Call-Back Pay & Order-Back Pay.**

This paragraph shall be in effect from January 1, 2020 until December 31, 2021. Employees who are called back to work outside their regular work shift and do report for work shall receive a minimum of three (3) hours pay at the appropriate hourly rate. This section does not apply to the continuation of a regular shift. Employees who are called back to work outside their regular work shift and do report for work because of snow removal or water main breaks shall be paid at the overtime rate of time and one-half (1.5) for all hours worked. Employees on standby duty shall receive a minimum of two (2) hours of pay at the appropriate hourly rate when called back.

This paragraph shall be in effect from January 1, 2020 until December 31, 2021. An employee who is called back to work after having completed a complete shift and has left the premises shall be guaranteed three (3) hours work or three (3) hours pay in lieu thereof at the rate of his regular classification. The term "premises" shall mean the building where a time clock is located (in normal cases) and parking lots (in exceptional cases).

This paragraph shall be in effect from January 1, 2020 until December 31, 2021. Employees who are ordered back to work outside of their regular work shift due to emergency operations and do report to work shall receive a minimum of three (3) hours pay at the overtime rate of time and one-half (1.5) for all hours worked.

**Effective January 1, 2022**, employees who are called back to work outside their regular work shift and do report for work shall receive a minimum of two (2) hours pay at the appropriate hourly rate. This section does not apply to the continuation of a regular shift. Employees who are called back to work outside their regular work shift and do report for work because of snow removal or water main breaks shall be paid at the overtime rate of time and one-half (1.5) for all hours worked. Employees on standby duty shall receive a minimum of two (2) hours of pay at the appropriate hourly rate when called back.

An employee who is called back to work after having completed a complete shift and has left the premises shall be guaranteed two (2) hours work or two (2) hours pay in lieu thereof at the rate of his regular classification. The term "premises" shall mean the building where a time clock is located (in normal cases) and parking lots (in exceptional cases).

Employees who are ordered back to work outside of their regular work shift due to emergency operations and do report to work shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half (1.5) for all hours worked.

**Section 7.4. Paid Overtime Break.**

Employees who have completed a regular eight hour work shift who, because of a snow, flood, storm damage or water main break, are scheduled and do report back to work for a period in excess of four (4) hours, shall receive a thirty (30) minute paid lunch period after the first four (4) hours and before continuing work beyond the first or subsequent four (4) hour period.

**Section 7.5. Overtime Selection-Scheduled.**

The following order will be followed in selecting employees for scheduled overtime in non-emergency situations.

1. Foreman or designee shall first attempt to contact persons within the appropriate division within which the overtime work is required. This contact shall be made by seniority, determined by the total time in the City's employ.
2. If no contact can be made within the appropriate division, or additional persons are needed, the Foreman or designee shall then contact persons within the appropriate Service Group. Service Groups are as follows:
  - a. General Services
    - i. Street Maintenance Division
    - ii. Facilities Maintenance Division
  - b. Utility Services
    - i. Water Maintenance Division
    - ii. Sewer Maintenance Division

2. If no contact can be made within the appropriate Service Group, the Foreman or designee shall then contact persons according to an overall departmental seniority list. Again, this seniority shall be determined by total years of City service.

3. For each separate overtime activity, the Foreman or designee shall start at the top of the divisional seniority list as described above.

4. If no employees physically respond to work within the appropriate division, overall departmental seniority or for specific technical or skilled tasks, an Order Back will be used to fulfill the need.

All disputes and/or interpretation of these guidelines shall be handled by the Director of Public Works.

**Section 7.6. Call Back & Order Back Procedure-Unscheduled/Emergency Overtime.**

A. Call Back. Call backs start with a phone call to the cellular phone provided to each employee by the City and maintained on the department's call back sheet. Employees must use this as their contact number and shall be responsible to promptly notify their supervisor if their cell phone is out of service. The selection of employees for a call back shall be based upon seniority within the division responsible for the service request. If a sufficient number of employees cannot be assembled from the responses within the appropriate division, call back phone calls shall then be made to employees according to Section 7.5.

All employees who are not on approved leave shall be responsible for responding to a call back once they are contacted. A response to a call back shall be established when an employee makes voice contact with the individual placing the call-back phone call within thirty (30) minutes of the initial call. It shall be considered a no response when an employee fails to make voice contact with the individual placing the call-back phone call within thirty (30) minutes of the initial call. Voice mail, email, etc. shall not constitute a voice contact for the purposes of responding to a call back. An employee may not be charged with more than one (1) no response within a 24-hour period. Employees committing in excess of three no responses within a twelve-month period shall be subject to progressive discipline. Employees that have completed a shift equal to or greater than 12 hours in duration that are contacted within 10 hours of the end of the preceding shift will not be considered a no response.

If no employees physically respond to work within the appropriate division, overall departmental seniority and/or for specific technical or skilled tasks, an Order Back will be used to fulfill the need.

B. Order Back. Order backs shall be conducted by issuing a department-wide notification to all employees in the event of snow, flooding, or other emergency situation. All employees who are not on approved leave shall be responsible for responding to an order back notification once they are notified. The selection of employees for an order back shall be based upon seniority within the division or divisions responsible for the service request. A response to an order back shall be established when an employee makes voice contact with the individual placing the order-back notification within thirty (30) minutes of the initial notification. It shall be considered a no response when an employee fails to make voice contact with the individual placing the order-back notification within thirty (30) minutes of the initial notification. Voice mail, email, etc. shall not constitute a voice contact for the purposes of responding to an order back. Employees who fail to respond to an order back may be subject to discipline. For the purposes of facilitating order back notifications, employees shall be issued and carry cellular phones. Employees shall be responsible for the replacement cost of a cellular phone that is lost or damaged due to negligence. Employee negligence shall be determined on a case-by-case basis and the employee shall be allowed to provide an explanation for a lost or damaged cellular phone prior to a determination of negligence.

The use of a cellular phone for order back notifications may be replaced with an alternative communication system at the sole discretion of the City.

This section does not apply to matters covered by Sections 7.7 through 7.10.

**Section 7.7. Call Back & Order Back Procedure for Primary Salters and Snow Crew.**

In the interest of the public's safety, each fall a list will be created based on divisional seniority by the Street Maintenance Foreman to predefine a crew for salting operations which may include alternate employees. Employees will be asked in the following order for this function: Street Division employees, Facilities Division employees, and finally the Public Works overall seniority. If one of the predefined salters is unable to work the foreman or designee will contact one of the alternate employees by seniority. If an alternate employee(s)

is unable to work, the foreman or designee shall then contact employees according to Section 7.5.

It is understood by both parties that shifts may be required to perform certain functions.

**Section 7.8. Water Plant Operations.**

Due to the specific nature of the Water Plant and its 24/7 shifts, the Water Plant employees will be listed separately on the call-out sheet and only be eligible for Water Plant operations and overall seniority list calls.

**Section 7.9. Overtime Selection-Continuation of Shift.**

The following order will be followed in selecting persons for a continuation of shift that leads into overtime in non-emergency situations.

1. Foreman or designee shall first contact persons that are performing work on the job that requires overtime and verify with each employee that they are able to complete the overtime shift.

2. If additional employees are required in addition to the above section, the Foreman or designee shall then contact persons according to Section 7.5.

3. For each separate overtime activity, the Foreman or designee shall start at the top of the divisional seniority list as described above.

4. All disputes and/or interpretation of these guidelines shall be handled by the Director of Public Works.

**Section 7.10. Call Back & Order Back Procedure for Technical/Skilled Tasks**

On various occasions, tasks arise that require either technical or skilled training that not all employees maintain. In the interest of all employee's and public safety, these tasks must be performed by employees that have the technical or skilled training and experience, as determined by the City. Tasks that fall into this category are vehicle repairs, tree related calls that require aerial work, Water Plant operations and specialized facility repairs. As such, employees that maintain the ability to perform these functions will be contacted directly outside of the divisional, and when more than one employee maintains the ability to perform such functions, the overtime opportunity will be offered in seniority order to all such employees.

**Section 7.11. Hours Worked.**

Vacation, personal, and holiday leave shall be considered hours worked for the purpose of computing overtime pay. However, sick leave and compensatory time shall not be considered hours worked for the purpose of computing overtime pay.

**Section 7.12. Compensatory Time.**

The department head shall determine whether an employee shall receive pay or compensatory time for hours worked in excess of forty (40) in any work week. Compensatory time accrued in excess of eighty (80) hours shall be paid out at the employee’s applicable hourly rate. Compensatory time shall not be accumulated from one year to the next. An employee shall have until December 31 to use or be paid for any compensatory time remaining.

**ARTICLE VIII  
HEALTH INSURANCE**

**Section 8.1. Medical Insurance.**

Subject to the conditions of this Article, the City medical plans in effect on the date of settlement shall be continued; provided, however, the City retains the right to add or remove new plans during the term of this Agreement, change insurance carriers, third party administrators, and/or to self-insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and benefits are substantially similar to those which were in effect on the date this Agreement is executed.

**Section 8.2 Employee Contribution to Health Insurance Premiums.**

Commencing January 1, 2020, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%



Commencing January 1, 2024, and during the remaining term of this Agreement, the City and each covered employee shall contribute, on a per-pay-period basis, a percentage of the unit cost for each health insurance plan option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

No opt out benefit shall be provided to any bargaining unit employee under City policy unless such employee and their eligible family members are not covered by City insurance, and otherwise meet the requirements of any such City policy or program,.

The unit cost for each health insurance plan option shall be determined by the City’s broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. Except for the year beginning January 1, 2016, employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City may, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

**Section 8.3 Prescription Drug Benefit.**

Beginning January 1, 2020, the prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

<u>PPO:</u>	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$15 Generic	\$20 Generic
	\$25 Formulary Brand	\$35 Formulary Brand
	\$45 Non-Formulary Brand	\$50 Non-Formulary Brand

HMO:	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$10 Generic	\$10 Generic
	\$15 Formulary Brand	\$15 Formulary Brand
	\$30 Non-Formulary Brand	\$30 Non-Formulary Brand

The prescription drug benefit claims administrator shall determine the placement of each prescription drug within the appropriate tier of the formulary.

**Section 8.4. Flexible Benefit #125 Plan.**

The Flexible Benefit #125 Plan will allow for pre-tax deductions (per pay period) by each covered employee for the purpose of contributing toward health insurance premiums, reimbursement of medical and dental expenses, qualified child-care expenses, and other eligible expenses defined by the Internal Revenue Service (IRS). This program will be offered as long as allowed by the IRS and amended as necessary to reflect changes in the law.

**Section 8.5. Employee Life Insurance.**

The City shall provide a life insurance plan with a benefit of \$70,000 for each covered employee.

**Section 8.6. City Discretion to Select Carrier.**

The manner in which the benefits covered in this Article will be provided shall be a matter of the City’s discretion; i.e., an insurance carrier of its choice, self-insuring or any other manner deemed appropriate.

**Section 8.7. Retiree Health Savings (RHS) Plan.**

The City shall establish and maintain a Retiree Health Savings (RHS) Plan as administered by a provider of the City’s choice. Annually, sick leave days accrued in excess of 90 days shall be paid at a rate of 75%. Upon retirement, the first 45 days of accrued sick leave shall be paid at a rate of 25%, and those sick leave days accrued over 45 shall be paid at a rate of 75%, and 100% pay for any unused vacation and personal days. These monies shall be paid by the City on behalf of each member into an individual RHS account and made available upon retirement to those members vested within their pension plan.

**Section 8.8 Vesting**

Notwithstanding any other provision of this Agreement, in order to be eligible for a payment into the RHS plan upon retirement an employee must have been vested in the Retiree Health Savings (RHS) plan. The term "vested" as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 8.7 and the excess balance was paid at the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31st of the year prior to payout, or the excess balance has been reached as of the employee's retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into his or her RHS account upon retirement.

**Section 8.9. Dental Insurance.**

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

**Section 8.10. Vision Insurance.**

The City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

**ARTICLE IX**

**HOLIDAY AND PERSONAL LEAVE**

**Section 9.1. Holidays.**

The following days, or days so observed, shall be considered to be holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Christmas Day

When a holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the Friday preceding shall be observed as a holiday. The City shall give the Association notification of any substitutions or schedule changes in the above list of observed holidays by November 1 of the preceding calendar year.

**Section 9.2. Holiday Pay.**

When a holiday falls on an employee's scheduled day off, an equivalent amount of holiday leave shall be credited to the employee's leave bank. When an employee works on a holiday, they shall receive two (2) times their regular rate of pay and an equivalent amount of holiday leave credited to their leave bank for the hours worked.

**Section 9.3. Holiday Pay for 24-Hour Shift Employees.**

For 24-hour shift employees, a "holiday worked" shall be defined as when an employee that was originally scheduled for a day off in observance of a particular holiday is subsequently required to work on that day

On those occasions, the employee shall be entitled to two (2) times their regular rate of pay and equivalent amount of holiday leave credited to their leave bank for those hours worked.

**Section 9.4. Holiday Pay Eligibility.**

In order to qualify for holiday pay, an employee must work the employee's last full regularly scheduled work day preceding the holiday and the employee's first full regularly scheduled work day following the holiday or is absent from work on one or both of those days

as a result of a pre-approved absence (vacation, compensatory time, bonus day, personal day, or pre-approved sick leave).

**Section 9.5. Vacation and Personal Leave During Holidays.**

When a holiday occurs within an employee’s approved vacation or personal leave period, the employee shall receive holiday pay for that day and not be charged with using accrued vacation or personal leave.

**Section 9.6. Payout of Holiday Leave Upon Separation.**

Upon separation from employment, employees shall be paid for all accrued holiday leave remaining in their leave bank.

**Section 9.7. Personal Leave Accrual.**

Employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 to 4 Years	0 Days
5 to 9 Years	1 Day
10 to 14 Years	2 Days
15 to 19 Years	3 Days
20-24 Years	4 Days
25+ Years	5 Days

Employees begin accruing personal leave with the first payroll period and each subsequent payroll period. Employees accrue personal leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour leave day, etc.). Personal leave hours do not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

**Section 9.8. Maximum Personal Leave Balance.**

Employees may accumulate a maximum personal leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 2 personal days would allow a

maximum balance of 3 personal days; an annual accrual of 3 vacation days would allow a maximum balance of 4.5 personal days; etc.). Employees reaching their maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below their maximum accrual limit.

**Section 9.9. Use of Personal Leave.**

Personal leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of employee's Foreman. Employees shall not be allowed to schedule personal leave if the amount of time scheduled results in a negative balance.

**Section 9.10. Scheduling of Personal Leave.**

Subject to the department's operating needs, personal leave shall be scheduled as requested by the employee. Any conflicts arising out of the department being unable to grant multiple employee personal leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee's personal leave request has been approved by the Foreman it shall not be disapproved by a more senior employee making a subsequent personal leave request for the same day. Personal leave requests shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

**Section 9.11. Unforeseen Use of Personal Leave.**

Unforeseen need of a Personal Leave Day may be requested by the employee so long as the employee notifies the Supervisor no later than thirty (30) minutes prior to the start of the regular work day. This option is not available before or after a previously approved personal day, sick day, vacation day, or holiday; nor does it apply in the event of an emergency call back or order back.

**Section 9.12. Payout of Personal Leave Upon Separation.**

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused personal leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City's Retirement Health Savings (RHS) plan shall have all accrued but unused personal leave paid into an RHS plan account upon retirement or duty

disability retirement at 100% of the employee's hourly rate of pay, in accordance with Section 8.7. Retiree Health Savings Plan.

**ARTICLE X  
VACATIONS**

**Section 10.1. Vacation Accrual.**

Employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 Year to 4 Years	10 days
5 Years to 9 Years	15 days
10 Years to 14 Years	17 days
15 Years to 19 Years	20 days
20 Years to 24 Years	23 days
25 Years +	25 days

Employees begin accruing vacation leave with their first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour vacation day, etc.). Vacation leave shall not accrue bi-weekly if employees are absent on any leave "without pay", while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

**Section 10.2. Maximum Vacation Leave Balance.**

Employees may accumulate a maximum vacation leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 10 vacation days would allow a maximum balance of 15 vacation days; an annual accrual of 15 vacation days would allow a maximum balance of 22.5 vacation days; etc.). Employees reaching their maximum vacation leave accrual will cease to earn additional vacation leave hours until their vacation leave balance falls below their maximum accrual limit.

**Section 10.3. Use of Vacation Leave.**

Vacation leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of employee's Foreman. Employees shall not be allowed to schedule vacation leave if the amount of time scheduled results in a negative balance.

**Section 10.4. Vacation Leave Scheduling.**

Subject to the department's operating needs, vacation leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee vacation requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee's vacation leave request has been approved it shall not be disapproved by a more senior employee making a subsequent vacation leave request for the same day. Vacation requests shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

**Section 10.5. Payout of Vacation Leave Upon Separation.**

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused vacation leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City's Retirement Health Savings (RHS) plan shall have all accrued but unused vacation leave paid into an RHS plan account upon retirement or duty disability retirement at 100% of the employee's hourly rate of pay, in accordance with Section 8.7. Retiree Health Savings Plan.



**ARTICLE XI**  
**SICK LEAVE**

**Section 11.1. Sick Leave Accrual.**

Employees begin accruing sick leave hours with the first payroll period and each subsequent payroll period equal to one (1) day a month up to twelve (12) days annually.

**Section 11.2. Maximum Sick Leave Balance.**

Employees may accumulate a maximum sick leave balance of ninety (90) days. Employees are informed on each bi-weekly payroll voucher of their current sick leave balances. Annual sick leave earned in excess of an employee's maximum balance is applicable to the provisions of Section 8.7. Retiree Health Savings Plan.

**Section 11.3. Sick Leave Use.**

Sick leave may be used for illness, disability, or injury of the employee, appointments with a professional medical/dental practitioner, and in the event of illness, disability, or injury in an employee's family or household if it is a medical necessity to be present. For purposes of definition, the "family or household" shall be spouse, parents, step-parents, sibling(s), children, step-children, grandparents and in-laws.

**Section 11.4. Scheduling of Sick Leave.**

Employees shall request the use of sick leave to their Foreman as far in advance as possible of a scheduled day of work. Employees shall report to their Foreman on each subsequent sick day absent from a scheduled day of work unless an alternative schedule of reporting is authorized. An employee's failure to report when absent on sick leave shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Employees may request taking sick leave up to their actual hours available in no less than one-hour (1) increments. Use of sick leave cannot result in a negative balance, nor are employees allowed to substitute other accrued paid leave in conjunction with a sick leave request. Any request for sick leave that would result in a negative sick leave balance for that employee shall be denied. Employees who are absent subsequent to their sick leave request

being denied shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

**Section 11.5. Verification of Sick Leave.**

The City may require, at the employee's expense, verification from a treating health care provider that the absence is due to sick leave. Verifications may be requested for:

- Absences for a period of three (3) or more days; or
- Repeated absences of two (2) days or less; or
- Sick Leave used in conjunction with a designated holiday or other scheduled day off;  
or
- Other circumstances deemed appropriate by the Department Head.

The City retains the right to audit, monitor and/or investigate employee sick leave usage and subject employees to progressive discipline as warranted.

**Section 11.6. Leave Bonus for Non-Absence.**

For each six-month period (January 1 through June 30 and July 1 through December 31) an employee is not absent from work due to sick leave, they shall receive an additional day of vacation leave credited to their vacation leave balance. These additional vacation leave days shall be subject to the provisions of Section 10.2. Maximum Vacation Leave Balance.

**Section 11.7. Sick Leave and Worker's Compensation.**

An employee receiving Worker's Compensation payments for a temporary disability will continue to receive full salary for a period of up to three (3) months. After three (3) months the employee may elect to receive an amount equal to his/her current full salary by utilizing accrued paid leave (i.e. sick, vacation, personal, compensatory, and holiday). For each day the employee receives the amount equal to a full day's compensation, one accrued paid leave day will be deducted. If the employee elects to receive full salary through use of accrued paid leave, both the employee and the City become liable to continue pension contributions on the entire amount in order to retain service and earnings credit. The above provision's combined maximum is six (6) months from the original date of injury.

**ARTICLE XII**  
**FUNERAL/BEREAVEMENT LEAVE**

An employee may be excused from work with pay for up to three (3) days for the death of a member of the employee's immediate family. The leave is to make funeral arrangements, if necessary, and attending the funeral (including travel time if out of the area). A day shall be considered the employee's regular assigned workday. The immediate family shall include spouse, child (including stepchild, legal custody, or miscarriage), daughter or son-in-law, grandchild, parent, step-parent, spouse's parent, grandparent, spouse's grandparent, aunt, uncle, sister, brother, step-sister or brother, sister or brother-in-law, or legal guardian. For the absence to be approved as Funeral Leave, employees need to produce documentation of the death and receive prior authorization from their Department Director.

1. Employees need to contact their Department Director and receive approval if additional time off from work is needed. Approved extended bereavement time off will be charged against the employee's available paid leave balances, or if there is no available balance of paid leave, the extended absence shall be without pay.
2. Employees may desire time off to attend the funeral of a relative, not included in the definitions of immediate family, a close friend or co-worker. Approval of time-off authorized by the Department Director will depend on the operational needs of the department and available staffing. Time-off shall be charged against available paid leave, or if no available balance of paid leave, the absence is without pay.

**ARTICLE XIII**  
**JURY DUTY LEAVE**

On occasion, employees may be required to serve on a jury, grand jury or to be subpoenaed as a witness for a trial or deposition. The City shall apply the following policies in accordance with the applicable circumstance:

1. Employees required to serve on a jury will receive leave and full pay in addition to the payment/fees received from the court upon the presentation of the summons and check stub to their Department Director. Shift employees will be granted leave for jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. If an employee reports for jury service, and learns within a reasonable period that he/she will not be serving on a jury, the employee shall report to work.
2. Employees may be required to testify as a witness at the request of the City, or testify under a summons or a subpoena related to matters of employment with the City. Employees will receive leave with the presentation of the summons, and will receive full pay in addition to the payment/fees received from the court.
3. For personal civil actions, employees may require time off from work when they are the plaintiff, defendant, or subpoenaed as a witness on a non-City matter. Such time shall be chargeable against the employee's available paid leave accruals. Employees, whose presence is required for a personal civil action, must show the immediate supervisor the legal notice of the action.

**ARTICLE XIV**  
**LEAVES OF ABSENCE**

**Section 14.1. General Leave.**

Employees may request an unpaid leave of absence for personal reasons other than medical, military, or for outside employment. Requests will be reviewed by both the Department Director and Director of Human Resources, and then forwarded with a recommendation to the City Manager for approval. Requests will be considered on a case-by-case basis reviewing operational needs.

Benefits will not be accrued or be provided to employees on an approved unpaid leave of absence. Existing accrued leave balances are held and carried over during the period of the unpaid leave resuming upon the employee's return to work. All anniversary dates will be adjusted by an amount of time equal to the number of days on an approved unpaid leave. Employees on an unpaid leave of absence for greater than thirty (30) days may continue to participate in the City's health benefit insurance program with the payment of the full monthly premiums (i.e. employer and employee premium).

Re-employment is not guaranteed following unpaid leaves of absence in excess of thirty (30) days.

**Section 14.2. Military Leave.**

The City will comply with the applicable law and the conditions of the federal, "United States Employment and Reemployment Rights Act" (USERRA) and the State of Illinois Service Member Employment and Reemployment Act ("ISERRA"). The City retains the right to exercise its full rights under these laws as set forth in its policy on Military Leave and will provide the Union with thirty (30) days' notice prior to implementing any change to this policy.

**Section 14.3. FMLA and Extended Medical Leave.**

The City will follow its policy in adherence to the Family and Medical Leave Act (FMLA), regarding the coverage of eligible employees, general leave requirements, notice and certification, job benefits and protection, substitution of paid leave, and other applicable provisions. In addition, the City will follow its policy on Extended Medical Leave.

The City will provide the Union with thirty (30) days' notice prior to implementing any change to these policies.

**ARTICLE XV**

**ALCOHOL & SUBSTANCE ABUSE POLICY**

The parties hereby incorporate by reference the City's current Alcohol and Substance Abuse Policy, as the same may be changed from time to time by the City. Drug and alcohol testing shall be conducted in accordance with such policy.

**ARTICLE XVI**  
**LAYOFF AND RECALL**

**Section 16.1. Layoffs.**

Layoffs for reasons of lack of work, discontinued operations, or reduction of the work force shall be made in the following order:

(a) All employees who are not on a permanent status shall be laid off first. Permanent employees shall be laid off in the inverse order of seniority.

The City shall notify the Union and any affected employees in writing no less than ten (10) days in advance of any layoff.

**Section 16.2 Effects of Layoff.**

In the event of an involuntary layoff, each full-time employee who is laid off shall be entitled to the following: one week of severance pay for each year of completed service in the bargaining unit up to a maximum of four (4) weeks, and one month of additional health insurance which will be granted the month after the effective date of the layoff and for which the City and employee will make their regular contribution.

The union agrees that such severance payment shall represent the entire compensation for being laid off, with the exception of payment of any accrued vacation and personal days, and any benefits due as part of an RHS payout per Section 8.7.

**Section 16.3. Return from Layoff.**

All permanent employees shall be entitled to callback rights. When permanent employees are rehired, the order of callback shall be in reverse with the last person released being entitled to the first chance at any position within the department which becomes open, subject to his qualifications for the opening. The employee's permanent classification upon returning to work shall be that of the job to which he returns regardless of what his permanent classification may have been at the time of layoff. Any employee who has had his job classification downgraded on callback shall have first chance to be returned to his former permanent classification when an opening at that classification becomes available. Callback rights for employees laid off shall be for a period of fourteen (14) months from the date of layoff. All rehires are subject to the condition of passing a rehire physical. The City shall

notify the Secretary of the Union of MECCA OF DES PLAINES, INC., and the laid off employee who is eligible, of the available job and a notice will be mailed by the City to the employee at his last known address. Any employee who fails to report to the Human Resources Department within two (2) weeks from the date of being advised of the opening shall forfeit all callback rights. The City may grant the deferment of the return of an eligible person upon receipt of his written request with satisfactory reason. Such deferment will thereafter prevent rehiring of such eligible person until the next vacancy occurs.

## **ARTICLE XVII FILLING OF VACANCIES**

### **Section 17.1. Internal Posting.**

Whenever a job vacancy occurs in a Maintenance Operator, Water Plant Operator, Crew Leader or Mechanic position, a notice of such vacancy shall be internally posted for a minimum of five (5) working days.

During this period, all employees who wish to apply for the job, including employees on layoff, may do so.

### **Section 17.2. Selection Process.**

The general policy of the City to promote from within the organization when there are qualified employees who are able to meet the requirements of a vacant position shall be applicable to employees of the Association. The determination of whether an employee is qualified to perform the job duties of a vacant position shall be based upon the following criteria:

1. Previous job performance;
2. Job knowledge and skills (including professional certification) applicable to the vacant position;
3. Disciplinary record;
4. Absentee record;
5. Ability to perform the essential functions of the position with or without reasonable accommodation.

If two or more employees applying for a vacant position are considered equal to one another according to the criteria listed above, then the employee with the greatest seniority shall be considered the most qualified candidate.

The City may also fill a vacancy from outside of the Association, as the City deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the City, than a present employee applying for a vacancy.

**Section 17.3. Temporary Appointments.**

Temporary appointments are defined as job vacancies temporarily filled by the City for a period of time not to exceed 120 days. The City will assign work to such temporary employees in accordance with job requirements of the Maintenance Operator position, and in keeping with an orderly, safe and efficient operation as determined by the City. The City will notify the Association of any temporary appointments.

**ARTICLE XVIII  
MISCELLANEOUS**

**Section 18.1. Job Safety Committee.**

The City agrees to establish a Job Safety Committee to consist of six persons, at least two of whom shall be chosen by the Association. Members of the Committee will serve for an alternating two year term. The function of the committee shall be to study and make recommendations to the Director of Public Works relative to job safety, including recommendations as to equipment.

**Section 18.2. Protective Clothing and Equipment.**

The City shall continue to provide at no cost to the employee the protective clothing and equipment it deems necessary and requires the employee to use, including providing Carharts to personnel in the Utilities Services Division and Mechanics in the General Services Division.

**Section 18.3. Labor-Management Meetings.**

At the request of either party, the president of the local chapter or the Director of Public Works shall meet semi-annually to discuss matters of mutual concern that do not involve



negotiations. Additional meetings may be held if both parties so agree. The president of the local chapter may invite one or two other employees to attend such meetings. The Director of Public Works may invite other City representatives to be present at such meetings. Meetings shall be scheduled at mutually agreed to times during normal working hours without loss of pay for employees who attend such meetings. There will be no overtime paid, however, for attendance at such meetings. This section shall not be applicable to any matter that is the subject of a grievance that is being processed pursuant to the grievance procedure set forth in this Agreement.

**Section 18.4. Association Business.**

Representatives of the Association, previously accredited to the City in writing by the Association, shall be permitted to come on the premises of the City for the purposes of investigating and discussing grievances if they first obtain permission from the Director of Public Works or his designated representative; provided, however, that said permission shall not be unreasonably denied. Such visits shall not interfere with normal City operations.

**Section 18.5. Reimbursement for Commercial Driver's License.**

All employees hired prior to December 12, 2017 shall be required to maintain a Class B Commercial Driver's License (CDL), with an air brake and tanker endorsement. The City agrees to reimburse employees the difference between the Class D license and the fee established by the Secretary of State for the Class B commercial driver's license.

All employees hired after December 12, 2017 shall be required to maintain a Class A Commercial Driver's License (CDL) with an air brake and tanker endorsement.

In the event an employee is hired without a CDL, the City will require the employee to obtain a Class A CDL permit within 45 days of employment and obtain a Class A CDL with air brake and tanker endorsements within 120 days of employment.

**Section 18.6. Tool Allowance.**

Effective January 1, 2020, the City agrees to reimburse Vehicle Maintenance employees classified as a Mechanic up to up to \$500 per year throughout the term of the contract for expenses relating to the purchase of additional and/or replacement tools that are

needed to perform repairs on City owned vehicles and equipment. Reimbursements shall be authorized by the review and consent of the Department Director.

**Section 18.7. Removal of Written Reprimands From Personnel File.**

All written reprimands shall remain in the employee's personnel file indefinitely. However, written reprimands will not be used for progressive discipline purposes after seven (7) years from occurrence, provided the conduct which led to the discipline has not re-occurred during that time period, or involves safety violations, allegations of harassment, workplace violence, or alcohol or substance abuse.

**ARTICLE XIX  
COMPLETE AGREEMENT**

**Section 19.1. Complete Agreement.**

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 from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such 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 as otherwise expressly provided in this Agreement.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any inconsistent or conflicting City rules, regulations, policies and past practices, written or oral.

**Section 19.2. Applicability of Other Laws.**

Notwithstanding any other provisions of this Agreement, the City may take all actions necessary to comply with the American's with Disabilities Act, the Omnibus Transportation Employee Testing Act of 1991, and any other applicable laws and regulations.

**ARTICLE XX**  
**DURATION OF AGREEMENT**

**Section 20.1. Duration of Agreement.**

This Agreement shall become effective upon execution by both parties and shall continue in full force and effect through December 31, 2024.

**Section 20.2. Negotiation of Succeeding Agreement.**

Negotiations concerning succeeding agreements shall begin not later than sixty (60) days prior to December 31, 2024, provided that written notice to that effect is given by the Association at least ninety (90) days prior to December 31, 2024. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

**Section 20.3. Notice of Termination.**

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**MECCA OF DES PLAINES, INC.**

By: Michael Bernal

Title: President

Attest: [Signature]

Title: vice President

Date: \_\_\_\_\_

**CITY OF DES PLAINES, ILLINOIS**

By: [Signature]

Title: CITY MANAGER

Attest: [Signature]

Title: EXECUTIVE ASSISTANT

Date: 10/25/19

APPROVED AS TO FORM ONLY

## Appendix A

### EFFECTIVE FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

POSITION	HOURS PER WEEK													ADDITIONAL LONGEVITY*		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Maintenance Operator	51,066	52,343	53,999	56,322	58,642	60,966	63,286	65,608	67,930	70,250	72,571	74,415		673	1,380	2,123
Water Plant Operator	52,228	54,054	55,911	58,314	60,716	63,124	65,527	67,930	70,333	72,737	75,141	76,985		673	1,380	2,123
Crew Leader	58,030	59,772	61,563	63,409	65,184	67,988	70,788	73,590	76,391	79,196	81,994	84,799	88,125	743	1,522	2,340
Mechanic	60,351	62,161	63,872	65,627	67,440	70,339	73,240	76,137	79,035	81,935	84,833	87,732	91,159	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

### EFFECTIVE FROM JANUARY 2, 2020 TO DECEMBER 31, 2020

POSITION	HOURS PER WEEK													ADDITIONAL LONGEVITY*		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Maintenance Operator	51,832	53,128	54,809	57,166	59,522	61,881	64,235	66,592	68,948	71,304	73,660	75,531		673	1,380	2,123
Water Plant Operator	53,011	54,865	56,750	59,189	61,627	64,071	66,510	68,948	71,388	73,828	76,268	78,139		673	1,380	2,123
Crew Leader	58,030	59,772	61,563	63,409	65,184	67,988	70,788	73,590	76,391	79,196	81,994	84,799	88,125	743	1,522	2,340
Mechanic	60,351	62,161	63,872	65,627	67,440	70,339	73,240	76,137	79,035	81,935	84,833	87,732	91,159	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

**EFFECTIVE FROM JANUARY 1, 2021 TO DECEMBER 31, 2021**

POSITION	HOURS													ADDITIONAL LONGEVITY*			
	PER													AFTER	AFTER	AFTER	
	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	10 YEARS	15 YEARS	20 YEARS
Maintenance Operator	40	52,868	54,191	55,905	58,310	60,712	63,119	65,520	67,924	70,327	72,730	75,133	77,041		673	1,380	2,123
Water Plant Operator	40	54,072	55,963	57,885	60,373	62,859	65,352	67,840	70,327	72,816	75,305	77,794	79,702		673	1,380	2,123
Crew Leader	40	59,190	60,967	62,795	64,678	66,487	69,348	72,204	75,062	77,919	80,779	83,634	86,495	89,888	743	1,522	2,340
Mechanic	40	61,558	63,405	65,149	66,939	68,789	71,746	74,704	77,660	80,616	83,573	86,530	89,487	92,982	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

**EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022**

POSITION	HOURS													ADDITIONAL LONGEVITY*			
	PER													AFTER	AFTER	AFTER	
	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	10 YEARS	15 YEARS	20 YEARS
Maintenance Operator	40	53,794	55,139	56,884	59,330	61,774	64,223	66,666	69,113	71,558	74,002	76,448	78,390		673	1,380	2,123
Water Plant Operator	40	55,018	56,942	58,898	61,429	63,959	66,496	69,027	71,558	74,090	76,623	79,155	81,097		673	1,380	2,123
Crew Leader	40	60,226	62,034	63,894	65,809	67,651	70,561	73,467	76,376	79,283	82,193	85,098	88,008	91,461	743	1,522	2,340
Mechanic	40	62,635	64,514	66,289	68,111	69,993	73,001	76,012	79,019	82,026	85,036	88,044	91,053	94,609	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

**EFFECTIVE FROM JANUARY 2, 2022 TO DECEMBER 31, 2022**

POSITION	HOURS														ADDITIONAL LONGEVITY*		
	PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Maintenance Operator	40	54,331	55,690	57,452	59,923	62,392	64,865	67,333	69,804	72,274	74,742	77,212	79,174		673	1,380	2,123
Water Plant Operator	40	55,568	57,511	59,487	62,043	64,599	67,161	69,717	72,274	74,831	77,389	79,946	81,908		673	1,380	2,123
Crew Leader	40	60,226	62,034	63,894	65,809	67,651	70,561	73,467	76,376	79,283	82,193	85,098	88,008	91,461	743	1,522	2,340
Mechanic	40	62,635	64,514	66,289	68,111	69,993	73,001	76,012	79,019	82,026	85,036	88,044	91,053	94,609	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

**EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023**

POSITION	HOURS														ADDITIONAL LONGEVITY*		
	PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Maintenance Operator	40	55,418	56,804	58,602	61,122	63,640	66,163	68,680	71,200	73,719	76,237	78,756	80,757		673	1,380	2,123
Water Plant Operator	40	56,679	58,662	60,677	63,284	65,891	68,504	71,112	73,719	76,328	78,937	81,545	83,546		673	1,380	2,123
Crew Leader	40	61,431	63,275	65,171	67,126	69,004	71,973	74,937	77,903	80,868	83,837	86,800	89,769	93,290	743	1,522	2,340
Mechanic	40	63,888	65,804	67,615	69,473	71,393	74,461	77,532	80,599	83,667	86,737	89,805	92,874	96,501	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

**EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024**

POSITION	HOURS PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	ADDITIONAL LONGEVITY*		
															AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Maintenance Operator	40	56,665	58,082	59,920	62,497	65,072	67,651	70,225	72,802	75,378	77,953	80,528	82,574		673	1,380	2,123
Water Plant Operator	40	57,955	59,981	62,042	64,708	67,373	70,045	72,712	75,378	78,045	80,713	83,380	85,426		673	1,380	2,123
Crew Leader	40	62,813	64,698	66,638	68,636	70,557	73,592	76,623	79,656	82,688	85,723	88,753	91,788	95,389	743	1,522	2,340
Mechanic	40	65,326	67,285	69,136	71,036	72,999	76,137	79,277	82,413	85,549	88,688	91,826	94,964	98,673	743	1,522	2,340

\* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

April 5, 2022

**MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement (MOA) between the City of Des Plaines, Illinois (hereinafter referred to as the "City") and the Municipal Employees City Coordinating Association of Des Plaines (hereinafter referred to as "MECCA"). The City and the MECCA hereby mutually agree to amend their existing 2020-2024 Collective Bargaining Agreement (CBA) as follows:

1. Appendix A of the CBA is amended to provide as set forth in Attachment 1, effective May 1, 2022 and during the remaining term of the CBA. The attachment sets forth the salary ranges for each classification effective May 1, 2022, and for the remaining term of the CBA.
2. All existing bargaining unit employees will be reclassified to a new Step effective May 1, 2022, provided this Memorandum of Agreement is fully ratified and approved prior to that date. The reclassification for each employee is set forth in Attachment 2.
3. Any employee who has not yet received a step increase before May 1, 2022 will be eligible to move to their next step after May 1, 2022, provided they are eligible for step movement under Section 5.2 (Performance Appraisals).
4. In the event of any conflict between this MOA and Section 5.1 or Appendix A of the current CBA, the terms of this MOA shall govern.
5. Except as specifically amended by this MOA, the remaining terms of the existing CBA shall remain in effect.
6. Absent ratification by the MECCA union membership and approval by the Des Plaines City Council, this MOA shall be null and void.

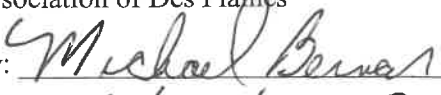
AGREED:

City of Des Plaines, Illinois

By:  \_\_\_\_\_

Date: 4/5/2022

Municipal Employees City Coordinating Association of Des Plaines

By:  \_\_\_\_\_

Date: 4/5/2022



### Appendix A

EFFECTIVE FROM MAY 1, 2022 TO DECEMBER 31, 2022														
POSITION	HOURS PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	ADDITIONAL LONGEVITY* AFTER 10 YEARS	ADDITIONAL LONGEVITY* AFTER 15 YEARS	ADDITIONAL LONGEVITY* AFTER 20 YEARS
		Maintenance Operator	40.00	60,643	62,765	64,962	67,236	69,589	72,025	74,546	77,155	79,855	82,650	673
Water Plant Operator	40.00	62,462	64,648	66,911	69,253	71,677	74,185	76,782	79,469	82,251	85,130	673	1,380	2,123
Crew Leader	40.00	65,494	68,114	70,839	73,672	76,619	79,684	82,871	86,186	89,634	93,219	743	1,522	2,340
Mechanic	40.00	66,707	69,375	72,151	75,037	78,038	81,160	84,406	87,782	91,293	94,945	743	1,522	2,340
* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.														
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023														
POSITION	HOURS PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	ADDITIONAL LONGEVITY* AFTER 10 YEARS	ADDITIONAL LONGEVITY* AFTER 15 YEARS	ADDITIONAL LONGEVITY* AFTER 20 YEARS
		Maintenance Operator	40.00	61,856	64,021	66,261	68,581	70,981	73,465	76,037	78,698	81,452	84,303	673
Water Plant Operator	40.00	63,711	65,941	68,249	70,638	73,110	75,669	78,318	81,059	83,896	86,832	673	1,380	2,123
Crew Leader	40.00	66,804	69,476	72,255	75,146	78,151	81,278	84,529	87,910	91,426	95,083	743	1,522	2,340
Mechanic	40.00	68,041	70,763	73,594	76,537	79,599	82,783	86,094	89,538	93,119	96,844	743	1,522	2,340
* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.														
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024														
POSITION	HOURS PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	ADDITIONAL LONGEVITY* AFTER 10 YEARS	ADDITIONAL LONGEVITY* AFTER 15 YEARS	ADDITIONAL LONGEVITY* AFTER 20 YEARS
		Maintenance Operator	40.00	63,248	65,461	67,752	70,124	72,578	75,118	77,747	80,469	83,285	86,200	673
Water Plant Operator	40.00	65,145	67,425	69,785	72,227	74,755	77,372	80,080	82,883	85,783	88,786	673	1,380	2,123
Crew Leader	40.00	68,307	71,040	73,881	76,836	79,910	83,106	86,431	89,888	93,483	97,223	743	1,522	2,340
Mechanic	40.00	69,572	72,355	75,249	78,259	81,390	84,645	88,031	91,552	95,214	99,023	743	1,522	2,340
* Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.														