

#12-H

AGREEMENT

between

CITY OF DIXON, ILLINOIS

and

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

LOCAL 722

May 1, 2013, to April 30, 2016

PREAMBLE

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

ARTICLE I

RECOGNITION AND UNION SECURITY

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

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

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

1.4 It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become financial members of the Union not later than the sixtieth (60th) day following the beginning of their employment or the execution date of this Agreement, whichever is later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons

becoming financial members of the Union not later than the sixtieth (60th) day following the execution of this Agreement. New employees shall be probationary for the first sixty (60) days of employment and no grievance regarding their discipline or discharge may be filed or have any effect during this time.

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

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

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

ARTICLE II

HOURS OF WORK

2.1 An employee's workday is the twenty-four (24) hour period beginning at 12:00 am. Under terms of this provision, a Saturday, a Sunday, a sixth (6th) or seventh (7th) day, or a Holiday, shall be deemed to extend over the same period of hours as a regular workday.

2.2 The normal workweek will be forty (40) hours based on eight (8) hours per day, five (5) days per week. The regular workweek will be Monday through Friday. However, the Employer may employ part-time employees to work any portion of the regular workday and/or week without regard to other provisions of this Agreement.

2.3 No provision of this Article shall be construed as a guarantee of hours, work per day or days of work per week; or pay in lieu thereof; or a limitation on the maximum hours per day or week that may be scheduled.

2.4 The starting time of the first shift shall be 7:00 AM and there shall be an unpaid lunch period from 12:00 Noon to 12:30 PM with the quit time for the first shift occurring at 3:30 PM.

The above times may be altered by mutual agreement between the parties.

ARTICLE III

HOLIDAY PAY

3.1 All active full-time employees of the City who have been in the continuous employ of the City for thirty (30) calendar days shall be paid their full straight time pay up to a maximum of eight (8) hours for the following named holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

3.2 In order to receive Holiday pay, an employee must work the last scheduled day of work preceding the Holiday and the first scheduled day of work following the Holiday. Employees who are absent with the written approval of their supervisor on either of these days may be paid as may an employee who is absent for a reason that is clearly justified and beyond his control. Employees, who are on lay-off or sick leave, or through leave of absence, shall not qualify for Holiday pay hereunder.

3.3 An employee who works on a Holiday shall be paid double time in addition to Holiday pay.

3.4 If a Holiday named above falls on a Saturday, it will be observed on the Friday before it; if it falls on a Sunday, it will be observed on the Monday following.

ARTICLE IV

SICK LEAVE

4.1 An employee who has at least one (1) year service with the City and who is injured in the line of duty and receives Workmen's Compensation payments shall be entitled to receive his full salary for a period of up to four (4) months in any calendar year, except that he shall remit to the City whatever monies he shall receive under Workmen's Compensation. In no instance shall he receive a total pay in excess of his earnings had he not been disabled.

4.2 An employee who has at least one (1) year service and who is ill or injured by reason of any cause other than one covered by Workmen's Compensation, self-employment or employment by another employer shall be entitled to accrue twelve (12) days paid sick leave in each calendar year.

4.3 An employee with less than one (1) year service with the City but more than thirty (30) days service shall be entitled to a proration of sick pay (as provided in Section 4.2 above) as his service is to one (1) year. This benefit is solely and exclusively to be applied to service-connected illness or injury for which Workmen's Compensation is paid. The employee will remit to the City whatever weekly benefit he receives by reason of payment from Workmen's Compensation insurance carriers or others.

4.4 An employee who is continuously absent under this provision for any period of time which extends from one (1) calendar year into another will be allowed to use his entitlement as provided herein for the year in which the disability began even though some part of its benefits are paid in the next calendar year.

4.5 Any benefits received under this Article shall be contingent upon the employee furnishing medical evidence in the form of a licensed medical physician stating in detail the nature of the employee's illness or injury, its extent, probable duration, and that it is sufficiently disabling to require his absence from work. It is understood that an employee making application for, or receiving, benefits under this policy may be required to undergo a physical examination by a physician designated by the City. It is further agreed that an employee making application for, or receiving, benefits under this policy releases any physician having knowledge of his illness or injury to supply the City with such information. The City shall bear the cost of any such examination it requires an employee to take.

4.6 When an employee uses sick leave days for other than Workmen's Compensation absences, it will be renewed at the rate of one day for each calendar month of actual work not to exceed the original entitlement.

4.7 An employee who does not use any sick leave during the May 1 through April 30 period (1 year) will receive compensation in the amount of \$250.00. An employee who uses not more than one (1) day sick leave during the May 1 through April 30 period (1 year) will receive compensation in the amount of \$100.00.

4.8 All employee's hired prior to May 1, 2013 shall be credited with eighty-eight (88) days of sick leave and an additional four (4) days of sick leave for each completed year of service with the City. This leave shall be placed in an employee sick leave bank. Any days accumulated but unused may be applied to service credits per the IMRF law at the time of the employee's retirement from the City. If these days are not used for IMRF service credit, the days remaining in the sick leave bank will not be paid out or credited in any other manner.

ARTICLE V

LEAVES OF ABSENCE

5.1 Eligibility Requirements

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

5.2 Application for Leave

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

5.3 Reasonable Purpose

Leaves of absence for a limited period of time, not to exceed six (6) months, may be granted for any reasonable purpose. The Union and the Employer shall agree upon reasonable purpose in each case.

5.4 Bereavement Pay

An employee shall be granted five (5) days leave of absence at full pay in the event of death in his immediate family, if travel to attend funeral is two hundred fifty (250) miles or more from

Dixon. If travel to attend funeral is less than two hundred fifty (250) miles, employee shall be granted three (3) days leave of absence at full pay in the event of death in his/her immediate family. Immediate family is defined as spouse, parents, children, sister, brother, grandparents, mother and father-in-law, sister and brother-in-law, and stepchildren. The leave will be granted such that the last day of the three (3) day period will be the day of the funeral. In order to qualify for payment hereunder, the employee must actually attend the funeral. Such days of the above three (3) days that coincide with Saturday, Sunday or a paid Holiday will not be paid for.

5.5 Jury Duty

An employee with not less than one-year service shall receive full pay for time lost when serving on a jury. Any fees received by the employee for jury service must be turned over to the City. An employee should inform his supervisor when the initial notice of impending service is received. The employee should advise his supervisor upon his release from the courts.

ARTICLE VI

VACATIONS

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

Service Requirements	Vacation Period
1 year, but less than 5 years	10 days
5 years, but less than 10 years	12 days
10 years, but less than 20 years	16 days + 1 day/year
20 years and over	26 days

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

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

6.4 The practice as of the date of execution of the Agreement with respect to the selection and allocation of vacation periods shall be continued for the duration of this Agreement. Vacations may be scheduled over each fiscal year beginning May 1 of each year, with the Employer allocating the number of weeks of available vacation time for each classification in any week. Selection from available vacation time will be made in seniority order by April 1 of each year. Once a selection is made, the employee may not alter his choice except from among

weeks of time not already claimed regardless of seniority. The employee shall be permitted to rollover up to five (5) unused vacation days to the first three (3) months of following year. Such rollover days must be taken during that period or will be lost to the employee. The applicable pay rate shall be that initially applicable to the vacation days for the period granted. Rollover days must be taken in their entirety before utilization of subsequent vacation days.

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

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

ARTICLE VII

WAGES

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

7.2 No employee hired or appointed after the effective date of this Agreement shall be paid less than two dollars (\$2.00) per hour less than the maximum of classification for which he was hired which hourly rate shall be considered as the hiring rate for the various classifications. It is understood, however, that the City may employ a new employee in any classification at an hourly rate higher than the hiring rate at its sole pleasure. A new employee hired under the classification rate shall receive a twenty-five cents (\$.25) per hour increase upon the completion of his probationary period. Thereafter, he shall receive a twenty-five cent (\$.25) increase on February 1, May 1, August 1, and November 1 for the first year of his employment and thereafter he shall receive a fifty cent (\$.50) increase on February 1 and August 1 until his rate of pay equals but does not exceed the classification rate.

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

7.4 The Employer may appoint employees to the classifications of Working Foreman and Group Leader without following the procedures set forth in Section 12.7. Employees in the above classifications shall, in addition to their other duties, have the responsibility to assign work to, check the work of other employees covered by this Agreement. Further, they will be required to call to the attention of their supervisors the quantity and quality of the work performed by the employees supervised as well as the facts relating to any unacceptable work place behavior by any employee. The Union agrees that such reporting shall not be the basis for any retaliation or discrimination by the Union or its members. An employee appointed to Working Foreman shall hold the position for not less than sixty (60) days unless demoted or otherwise disciplined for just cause. Employees classified as Working Foreman shall serve at the sole pleasure of the City and shall receive a wage differential of fifteen percent (15%) respectively over the base rate of the street maintenance specialists under his supervision for a full workweek. The City may create or abolish the position as it decides is necessary.

The City may create the position of Traffic Maintenance Specialist. The position shall be a bargaining unit position and shall be filled from among qualified bargaining unit members. The City shall develop a job description for the position of Traffic Maintenance Specialist. The Traffic Maintenance Specialist shall receive a wage differential of fifteen percent (15%) above that of the Street Maintenance Specialist. The City may create or abolish the position as it decides is necessary.

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

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

ARTICLE VIII

CALL TIME AND REPORT PAY

8.1 An employee who has actually left work at the conclusion of his regular shift of work and who is called back to work shall be given a minimum of two (2) hours work or pay at the applicable rate.

8.2 An employee who has not been given at least two (2) hours notice not to report to work on a regularly scheduled work day and who does report to work, shall be guaranteed four (4) hours work or pay unless the lack of employment is caused by fire, flood, storm or some other cause beyond the City's control.

8.3 An employee who is placed on alert while off duty and is required to remain accessible to call to duty shall remain in communication with his Department and be available for prompt report to active duty. In consideration of this availability, the employee shall be compensated as follows:

8.3.1 For the other Departments, the first hour of such alert time shall be paid at full rate; the second hour a one-half (1/2) rate and all hours thereafter at one quarter (1/4) rate until a Maximum of eight (8) hours has been accrued.

Each cancellation of an alert time for any period of time will serve to re-establish a new alert under this Section.

8.3.2 The City will list with the Police Department supervisory and executive employees who shall be notified in the event of the necessity to call out employees covered by the Unit and they in turn will perform the call out procedure. Only in the case of threat to life or property where immediate response is imperative or the public health and safety is threatened and the above personnel cannot be reached will the Police Department contact any employee directly.

ARTICLE IX

OVERTIME

9.1 Time and one half (1 1/2) the employee's regular hourly rate of pay, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- A. All work performed in excess of eight (8) hours in any work day;
- B. All work performed in excess of forty (40) hours in any workweek.

9.2 When an employee has worked six (6) or more consecutive hours before their regularly scheduled start time they shall stay on the applicable overtime rate until released for at least eight (8) consecutive hours to rest.

9.3 An employee required to report to work before the start of his regular shift shall not be sent home early, but shall be given the opportunity to complete his regularly assigned work shift.

9.4 There shall be no pyramiding of premium under this Article or Agreement.

9.5 The Employer agrees to distribute overtime but not necessarily to equalize overtime. The employee working on any job, which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. Where it is necessary to meet the above objective, overtime shall be compulsory. Where it is not, it shall be optional with the employee. The employment of part-time or temporary personnel shall not work to deprive regular full-time personnel. However, if the full-time personnel who would have usually worked the overtime refuses it or is not available, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

ARTICLE X

GENERAL PROVISIONS

10.1 Rules and Regulations

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

10.2 Uniforms

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device

shall be furnished to the employee by the Employer, but shall remain the property of the City. The cost of maintaining the uniform or protective clothing in proper working condition shall be the responsibility of the employee. The minor repair and maintenance of clothing resulting from the usual wear and tear shall also be the responsibility of the employee.

10.3 Medical Plan

The City agrees to offer the Health and Welfare benefits agreed to on May 1, 2006, for the duration of this Agreement. These benefits are set forth in Appendix D which is attached to and made a part of this Agreement.

The City's contribution for family coverage shall not exceed fifty-five percent (55%) for the term of this Agreement. The members of this bargaining unit will not pay any more for health insurance than any other employee of the City, whether union or non-union.

The City will not change the current health insurance policy or costs prior to January 1, 2014. Should the City desire to change portions of the health insurance policy or increase costs to the employees, the City will negotiate with the Teamsters over those changes. The City will institute a health insurance review committee to assist the City in the review of health insurance alternatives and requests that a representative of the bargaining unit be part of that committee.

For any eligible employee who retires after May 1, 1997, the City will pay one-half the cost of coverage for a retiree (not family coverage) with twenty (20) years of service at 55 years of age until he is eligible for Medicare. Such an employee must not have or be eligible for any other group health insurance. If the employee retires before 55 years of age, he must stay on the group plan and pay the entire cost of the premium until he attains 55 years of age.

10.4 Employer Rights

The City retains all of its rights as an employer, which it now has under law and common law unless a specific clause of this contract expressly abridges such rights.

10.5 Personal Days

10.5.1 Each non-probationary employee during each contract year shall be entitled to six (6) personal days on which he does not have to report for work and will receive eight (8) hours pay at his current rate.

10.5.2 The employee must inform and have the approval of his Superior not less than twenty-four (24) hours before the beginning of the work shift from which he proposes to be absent on a personal day. The City may, for good cause shown, waive the twenty-four (24) hour notice requirement.

Personal days may be taken only in such manner as will not disrupt City operations. No two (2) personal days may be scheduled consecutively.

10.5.3 These personal days cannot be taken on the day before or the day after a Holiday, and cannot be taken on the day before the start of any vacation, or the day after the completion of any vacation time.

10.6 Discontinuation of Department

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

10.7 Bulletin Boards

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

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

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

10.8 Meal Allowance

Any employee who works more than two (2) hours overtime after having completed ten (10)

hours of work shall receive ten dollars (\$10.00) meal allowance. After completing four (4) more hours and each four (4) hours thereafter, the same meal allowance shall be paid.

10.9 Appendices

Appendices A, B, D, E and F attached hereto are included in and are a part of this Agreement.

10.10 Clothing Allowance

Each actively employed regular full-time non-probationary employee of the Cemetery, Sewage and Street Department shall on the effective date of this Agreement and each anniversary thereafter receive a clothing allowance of five hundred dollars (\$500.00). The City retains the right to provide uniforms in lieu of this clothing allowance.

10.11 Pension

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

10.12 CDL

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

ARTICLE XI

STRIKES AND LOCKOUTS

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

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

publicly disclaims responsibility for same.

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

ARTICLE XII

SENIORITY

12.1 Definition

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

12.2 Probation Period

New employees shall be added to the seniority list sixty (60) days after their date of hire. During this period of probation, no grievance may be filed by such employee, or on his behalf, regarding his discharge or other discipline and he shall have no rights under this Agreement.

12.3 Seniority Lists

Once each year the Employer shall post a seniority list for each Department showing the seniority of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list shall be accepted and final thirty (30) days after it is posted, unless protested by the Union or an employee.

12.4 Loss of Seniority

An employee's seniority shall be lost by voluntary resignation, discharge for a just cause, retirement, failure to return from a leave of absence and by being absent for three (3) consecutive work days without reporting off. An employee absent because of lay-off, illness or injury will retain his seniority for a period equal to his period of service, i.e. seniority date to date of start of absence, but not longer than twenty-four (24) months regardless of length of service.

12.5 The City agrees that seniority will be used as one factor in making decisions relative to employee treatment under this Agreement. In any case where a decision must be made relative to two (2) or more employees under the provisions of this article, seniority shall be the determining factor where the skill, ability and physical fitness of those employees are such that they can and do demonstrate the ability to perform the work in a manner which has been usually and customarily acceptable to the City.

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

12.7 Promotion

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

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

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

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

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

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

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

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

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

12.11 If it becomes necessary to reduce the number of employees in a classification, the most junior employee will be placed in the next lower classification within his Department he is qualified as defined in Section 12.7.4 of this Article to perform satisfactorily and which is held by a person of less seniority.

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

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

12.12 Recall From Lay-Off

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

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

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

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

12.12.3 If it is necessary to temporarily reduce the work force on any classification or group of classifications, such temporary lay-off may be made without regard to

seniority but will be the employees working in the classification or classifications and department affected, and shall not exceed one (1) week at any one occasion.

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

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

ARTICLE XIII

GRIEVANCE AND ARBITRATION

13.1 Grievance

If any difference should arise, an earnest effort shall be made to settle it in the manner described below, provided that no grievance shall be processed in any step (including arbitration) if the aggrieved employee, or any employees, are engaged in a strike in violation of this Agreement.

13.2 Union Grievance Representation

Union grievance representation will consist of no more than two (2) members of the bargaining group (who have at least one (1) year's seniority) and may be elected or selected at the discretion of the Union.

13.3 City Grievance Representation

The City will be represented in the various steps of the grievance procedure as follows:

Step 1 - Department Head or his representative

Step 2 - Commissioner of Public Works or his representative

13.4 Grievance Defined

A grievance is defined as an allegation that the City has violated this Agreement.

13.5 Time Line for Filing a Grievance

No grievance shall be valid unless it is filed within five (5) scheduled workdays of the time that the Union or the employee knows or should have known of the alleged contract violation.

13.6 Grievance Steps

Any settlement shall not be inconsistent with this Agreement.

Step 1- If the employee desires that a grievance be processed, the grievance must be reduced to writing on a form mutually agreed upon, dated, and signed by both the employee and his Steward, and be filed with the Foreman for referral to the Department Head. The Department Head shall arrange for a discussion with the Grievance Committee within five (5) workdays after the date of filing. The Department Head will answer the grievance within five (5) workdays from the date he received the written grievance.

Step 2- An appeal from the Step 2 answer may be made by the Grievance Committee by filing a written appeal with the appropriate Commissioner or his representative. That Commissioner and/or his representative shall arrange a discussion of the grievance with the Grievance Committee and the Business Agent. That Commissioner and/or his representative will answer the grievance within ten (10) work days following his receipt of the grievance at Step 2.

13.7 Grievance Settlement

Any grievance not appealed to the next succeeding step in writing and within five (5) work days of the City's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases) by unilateral notice in writing, extend this time limit not to exceed a total of thirty (30) days for the particular grievance.

13.8 Grievance Arbitration

If a dispute is not resolved through the grievance procedure as outlined in Section 13.7, a grievance as defined in Section 13.4 of this Article may be referred to arbitration within ten (10) work days after the third (3rd) step meeting. Any grievance not appealed within the time limits expressed above will be considered settled on the basis of the City's last answer.

13.9 At the time the grievance is advanced to arbitration, the Union shall present to the City a statement of the issue, the remedy sought, and a brief statement for the basis of the claim including the basic facts giving rise to the claim and the Article and Section of the contract alleged to be violated. The parties will submit a written, agreed upon, statement of the issue to be

decided to the arbitrator at the time of his appointment, or they will inform him at that time of their inability to agree on the issue, and each party will submit to the arbitrator and the other party his definition of the issue. No briefs or argument will be filed with such statement of issue.

13.10 If the parties cannot agree on the statement of the issue or issues, the arbitrator will hear testimony and argument from both parties on this point at the first meeting of the arbitrator and the parties before proceeding with the hearing. He will then state the issue for the parties. Unless both parties request that the hearing proceed at once, it will be adjourned for not less than five (5) days nor more than ten (10) days.

13.11 The City will, upon receipt of a demand to arbitrate from the Union, promptly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) members from which the parties will alternately strike names; the last remaining individual shall be the Arbitrator. Either party may reject an entire panel once, before the selection process begins by informing the other part in writing of its decision and request a second panel of seven (7) names.

13.12 All decisions of the Arbitrator shall be final and binding on the parties.

13.13 In the conduct of any arbitration under this Article, the rules and procedures governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article.

13.14 The Arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of the Agreement.

13.15 There shall be a court reporter present at the hearing of any arbitration hereunder. A record shall be provided to the Arbitrator, the City and the Union. The cost of the record and the fees and expenses of the Arbitrator shall be equally shared by both the parties on a fifty-fifty basis. The Arbitrator will state in his decision the cost to each party.

13.16 The Arbitrator shall render his decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing.

13.17 The Arbitrator shall support his findings with a written opinion. His decision and opinion shall be based solely on and directed to the issue before him. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

ARTICLE XIV

UNION ACTIVITIES

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

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

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

ARTICLE XV

SEPARABILITY

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

ARTICLE XVI

DURATION AND AMENDMENT

16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the recognition resolution which authorized this

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

16.2 It is further agreed that when this contract is signed, same shall be in effect from the first (1st) day of May, 2013, to the thirtieth (30th) day of April, 2016, and from year to year thereafter unless written notice is given by either party to the other on or before sixty (60) days prior to April 30, 2016, or the same date of any subsequent year, requesting that this Agreement be amended or terminated.

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

SIGNED FOR THE UNION

CITY OF DIXON

Mayor

APPENDIX A
WAGE SCHEDULE

<u>Classifications</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Street Maintenance Specialist	\$22.65	\$23.44	\$24.26
Cemetery Worker	\$22.65	\$23.44	\$24.26
Mechanic (furnishes own tools)	\$26.05	\$26.96	\$27.90
Sewage Treatment Plant Operator:			
Class IV	\$22.97	\$23.77	\$24.60
Class III	\$23.39	\$24.21	\$25.06
Class II	\$23.94	\$24.78	\$26.64
Class I	\$24.57	\$25.43	\$26.32
Laborer (Sewage Plant)	\$22.65	\$23.44	\$24.26
Cemetery Foreman	(15 percent above Cemetery Worker)		
Street Foreman	(15 percent above Street Maintenance Specialist)		
Traffic Maintenance Specialist	(15 percent above Street Maintenance Specialist)		

APPENDIX B

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

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

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

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

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

APPENDIX D

The City will provide plan options (Plan 1 through Plan 4) as attached hereto for selection by the individual employee under the conditions established by the insurance provider; however the City will contribute only the Plan 4 rate, as limited by Article 10.3. Should an employee select a more expensive Plan the City will contribute towards the employee's selection only the amount that the City is contributing for Plan 4.

APPENDIX E

NON-DISCRIMINATION

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

APPENDIX F

CALL OUT POLICY - WASTEWATER TREATMENT FACILITY, SANITARY SEWER SYSTEM

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

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

Treatment Facility Phone: 288-3383
On Call Cell Phone: 440-5090
Supt. Cell Phone: 440-8212

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

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

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

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

Response During NON-Working Hours:

The following policy procedures are for calls relating to emergency sewer back up and treatment facility problems during non-working hour's seven days per week. For safety reasons, two persons must respond to every emergency call. A phone message and emergency number will be established to give persons calling a procedure to follow to contact proper city personnel.

Emergency Call Out and Employee Stand-By Policy

1. Stand-by Time: All off duty hours from Monday at 3:30 pm to 7:00am to the preceding Monday (7 days per week)

2. Requirements of Person on Stand-by:

- a. Carry cell phone at all times when not at home.
- b. Be within 15 minutes of responding to call.
- c. Responsible for making alternate arrangements with Superintendent and other employees should leaving town be necessary for any reason.
- d. Shall contact 2nd person when responding to call following in accordance with call out list.
- e. Shall attempt to contact Superintendent for each call and Superintendent will provide assistance as necessary.

NOTE: Voice mail will instruct persons how to get hold of person on duty. If there is no response, persons will be instructed to contact the Dixon Police Department

3. Employees on Call Rotation:

Tim Stover
Tim Love
Josh McNitt

Back up Personnel: Any Union Employee

On an annual basis, a list of the person on call along with the phone number shall be filed with the Dixon Police Department.

4. Compensation:

- a. The employee on call shall receive as stand-by compensation the sum of \$150.00 per week.
- b. Should an emergency situation arise, the employee on call and the additional responding person shall receive overtime compensation in accordance with the union agreement.