

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IB

Title:

A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Teamsters Local Union No. 330

Presenter:

Jennifer McMahon, Director of Human Resources

Meeting: City Council

Date: October 1, 2018

Proposed Cost: \$179,768 for FY 18/19 and \$183,095 for FY 19/20

Budgeted Amount: \$179,768 for FY 18/19 and \$183,095 for FY 19/20

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Attached for Council consideration, is a resolution authorizing execution of a collective bargaining agreement that was ratified by the International Brotherhood of Teamsters Local Union No. 330 following collective bargaining. The agreement would be effective from May 1, 2018, through April 30, 2020. Positions covered by this contract include Public Works line positions for street and utility maintenance, and inventory control as well as inspector positions in the Community & Economic Development department.

The wage schedule specifies a 1.50% increase for FY 2018/19 and a 1.50% increase for FY 2019/20, with a 1.50% bonus for FY 2018/19 and 2019/20. The FY 2018/19 wage increase will be applied retroactively to May 1, 2018, for all current employees. For those employees who are not at the top of the pay range, they will also receive a 4.91% increase on their anniversary date. The additional costs for the wages (1.50% increase), step increase for employees not at top of the pay range and bonuses are \$179,768 for FY 18/19 (4.48% increase) and \$183,095 for FY 19/20 (4.44% increase).

Other changes of note include the elimination of fair share, per the Supreme Court decision in Janus, and the replacement of the residency requirement with a 60-minute reporting time.

A Letter of Understanding is also attached, which sets forth an understanding by both parties regarding the residency of an employee who had been grandfathered prior to the date of ratification. The Letter of Understanding also grandfatheres the pay grade of the current code enforcement officer at Grade 4, as this position was reclassified to Grade 1, per an analysis of comparable communities.

Attachments *(please list):*

- A Resolution Authorizing the Execution of an Agreement between the City of St. Charles and International Brotherhood of Teamsters Local Union No. 330
- Agreement Between the City of St. Charles and Local Union No. 330 International Brotherhood of Teamsters Local Union No. 330
- Letter of Understanding between the City of St. Charles and International Brotherhood of Teamsters Local Union No. 330

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a resolution authorizing the execution of an agreement between the City of St. Charles and International Brotherhood of Teamsters Local Union No. 330, with Letter of Understanding, as presented.

**City of St. Charles, Illinois
Resolution No. 2018 - ____**

**A Resolution Authorizing the Execution of
An Agreement Between the City of St. Charles and
The International Brotherhood of Teamsters
Local Union No. 330**

**Presented & Passed by the
City Council on _____**

WHEREAS, the International Brotherhood of Teamsters Local Union No. 330 completed bargaining and ratified the proposed agreement with the City that resulted from such bargaining; and

WHEREAS, the Mayor and City Council has reviewed and discussed the proposed agreement;

NOW THEREFORE, be it resolved by the authorities of the City of St. Charles that Mark Koenen, City Administrator, is hereby authorized to execute a contract between the City of St. Charles and the International Brotherhood of Teamsters Local Union No. 330, effective May 1, 2018, through April 30, 2020.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of October, 2018.

PRESENTED by the City Council of the City of St. Charles, Illinois, this ____ day of October, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of October, 2018.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



ST. CHARLES
SINCE 1834

**Agreement
Between
The City of St. Charles**

and

**Local Union No. 330
International Brotherhood of Teamsters**



May 1, 2018 – April 30, 2020

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This Agreement is made and entered into by and between the City of St. Charles, Illinois, hereinafter referred to as the “City” and the General Chauffeurs, Salesdrivers and Helpers, Local Union 330, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union.”

Preamble

This Contract has been drawn up and entered into by and between the interested parties in a mutual effort to promote sound labor and management relations, and to promote work efficiency, continuity and economy of operations, avoidance of waste, and cost-effective performance of the City’s work. Both parties in accepting this Contract recognize the mutual responsibilities of such an Agreement and will expend all efforts necessary to maintain efficient and equitable working relationships.

Article I – Recognition

Section 1.1. Represented Employees.

Pursuant to an order issued by the Illinois Public Employee Labor Relations Board, the Union is the sole and exclusive authorized collective bargaining representative of employees in the following classifications:

Public Services

Assistant Division Manager – Construction Services
Assistant Division Manager – Special Services
Crew Leader
Laborer/Operator
Laborer
Laborer/Sign Technician
Maintenance Technician

Building & Code Enforcement

Building Inspector
Code Enforcement Officer
Plumbing Inspector

Fleet

Assistant Division Manager
Fleet Technician 1
Fleet Technician 2
Lead Fleet Technician
Welder (non-certified)

Inventory Control

Procurement Technician

Lab

Lab Technician I
Lab Technician II

Electric/Water Meter & Communications

Electric Meter & Communications Technician
Assistant Division Manager – Meter & Communications
Water Meter Tester

Sanitary Sewer

Assistant Division Manager – Sanitary Sewer
Crew Leader
Laborer/Operator (non-certified)

Wastewater Treatment Plant (WWT)

Assistant Division Manager – Wastewater
Certified Operator

Water

Assistant Division Manager – Water
Certified Operator
Laborer/Operator (non-certified)
Lead Certified Operator

Section 1.2. New Classifications – Representation.

The Union’s representation shall extend to any new classifications resulting from the City’s combining, eliminating or modifying of duties now performed by the employees in the foregoing classifications but shall not extend to any employees or classifications not included in the Board’s order or to any clerical employees, administrative employees, supervisors, managers, or guards as defined by the Illinois Public Employee Labor Relations Act.

Section 1.3. New Classifications – Rates.

In the event the City establishes any new titles by combining, eliminating or modifying duties currently performed by employees in the bargaining unit, the Union shall be notified of such new titles and assigned duties. The City shall determine an appropriate rate of pay based on those rates in effect for similar titles until a new rate (if necessary) is negotiated. If the Union does not agree that the rate of pay established by the City is appropriate, it may within 15 calendar days of notification, request a meeting for the purpose of negotiating the new rate.

Section 1.4. Individual Agreements Prohibited.

The City shall not negotiate or enter into any agreements, written or verbal, with any individual employee in the bargaining unit.

Article II – Rights of the Parties

Section 2.1. Union Rights.

(a) Steward Representation

- (1) The Union shall appoint, and the City shall recognize, two Stewards. The number of Stewards may be increased by mutual agreement. The City shall not be obligated to recognize or deal with an individual as Steward if that individual has not been identified in writing by the Union as being a Steward, or during any period when that individual is not actively employed.
- (2) Local and International Union. Representatives of the Union who are not employed by the City shall be permitted to come onto the premises of the City, provided that the work of the employees is not unduly interrupted and the Union representative notifies the department director or his designee of the time and place of his expected visit. Union representatives may be on the premises for purposes of investigating and discussing grievances, posting notices, delivering dues receipts, and other legitimate business.
- (3) Bulletin Board Use. The Union may post notices of meetings, fund raising efforts, or other non-controversial notices on the bulletin boards used for employee notices.
- (4) Time for Representation. A properly designated Steward shall not suffer a loss of regular straight time pay while attending scheduled grievance or disciplinary meetings where an employee wants Union representation, as Steward, with City officials during that Steward’s regular work hours. Time spent interviewing represented employees, investigating grievances and performing Union business

shall not be paid for by the City unless expressly authorized by a City official. The Union recognizes the need to minimize lost time and to avoid interference with the City's work.

(b) Union Security

- (1) Check off. When a new employee is hired, the City of St. Charles shall notify the Union within five (5) working days of such employment, providing all relevant information including name, address, position, and pay rate. When a new employee is hired, the City of St. Charles shall contact the Union and/or Union Steward so that the Union may provide a Union Membership application/check off authorization form to such employee with instructions to fill out the application form and return it. Where laws require written authorization by the employee, same is to be furnished on the required form. No deductions shall be made which are prohibited by applicable law. Upon receipt of a voluntarily signed written dues check off authorization from an employee covered by this Agreement, the City shall, during the term of this Agreement, deduct the uniform bi-weekly Union dues of such employees from their pay and remit such deductions to the Secretary-Treasurer of the Union.

The Union shall indemnify the City and hold it harmless for all legal costs or other forms of liability, monetary or otherwise, arising out of or by reason of any action taken by the City at the direction of the Union for the purpose of complying with the provisions of this Article.

Section 2.2. Management Rights.

- A. General Rights Reserved. This Agreement does not abridge the City's right to manage. The "right to manage" includes rights: to establish the number of employees to be employed and the skills and/or other qualifications employees must possess in order to become and to remain employees of the City; to hire, evaluate the performance of, assign work to and to maintain discipline among employees (including rights to promulgate and enforce reasonable work rules and rules of conduct appropriate to City employment, and to warn, suspend, demote, or discharge for just cause any employee who breaches same), to transfer employees (promote, demote or laterally transfer), to contract out for provision of goods or services by other entities instead of providing such goods or services by or through the work of City employees; to assign available work to any employees of the City or to others as it (the City) deems necessary and proper to accomplish the City's objectives and without regard to Union or unit affiliation; to establish the hours of work and rest and to determine the number of hours to be worked by any and all employees; and to determine when and how work shall be performed.

The foregoing are not all-inclusive but represent in general terms the broad areas within which the City retains exclusive authority. These rights are subject to limitation by the express terms of this Agreement, but may not be ignored by the Union or by an arbitrator.

Any employee, who currently holds a CDL B class driver's license as the date of execution of this Agreement, shall not be made to acquire a CDL A class driver's license as a condition of continued employment.

- B. Notice of Contracting Out. In the event an election to contract out for services results in the layoff of any employees now employed by the City and covered by this Agreement, the City shall so notify the Union and the affected employees not less than 24 weeks prior to the effective date of layoff or provide severance pay to the employee in the amount of 40 hours regular straight time pay per week for each week the notice period falls short of 24 weeks. The City shall enter into negotiations with the Union regarding the effect of the action on employees if so requested by the Union. In the event the parties do not reach agreement within ten weeks after the notice is provided, the provisions of Article IX shall be deemed inapplicable to otherwise lawful economic action undertaken by either party in support of its position; provided that, the notice and mediation provisions of the Illinois Public Employee Labor Relations Act shall be complied with prior to any such action, and provided further that, the City does not hereby waive its right to invoke protections provided under the Act regarding “essential public services.”
- C. Supervision. Supervisors and division managers are expected primarily to instruct employees, direct the work of employees, enforce discipline, and perform other functions of management. However, it shall not be a violation of this Agreement for supervisors and division managers to assist in the performance of non-supervisory work to the extent their supervisory duties permit, the fill in for absent employees, to perform work resulting from emergencies or connected with instruction or experimentation, or otherwise to remain productive members of the City’s workforce so long as no employee is laid off as a result. Supervisors shall not be assigned to work overtime or on call-ins in preference to employees available and qualified to perform the work.

Article III – Seniority

Section 3.1. Definition.

- A. City seniority is the length of *continuous* employment since the *last* date of hire by the City.
- B. Unit seniority is the length of employment since the date of hire in a bargaining unit position.
- C. Division seniority is the length of employment since the most recent date of hire in a division within the bargaining unit.
- D. A present employee covered by this agreement filling a non-temporary vacancy in a bargaining unit position shall retain City seniority and Unit seniority.
- E. Any employee who transfers from his Teamsters Local 330 bargaining unit position to a position in another collective bargaining unit or non-union position within the City, shall have his Division seniority terminate; however, such employee will maintain his Unit seniority for a period of twelve months from the time of transfer upon return. The employee will not receive seniority accrual hereunder for any time periods not worked in a Teamsters Local 330 bargaining unit position.
- F. A present employee returning within twelve (12) months of vacating a bargaining unit position from another bargaining unit position within Teamsters Local 330 shall have their division seniority resumed at the point they left their previous position. This is contingent upon a vacancy being present and management’s determination to fill the vacancy.

Section 3.2. Acquisition/Probationary Period.

The City and Union agree that if an employee has completed his six-month probationary period but has not performed the necessary competencies required for the job, the employee's probationary period may be extended for a period no longer than three months. In the event that the City wishes to extend the probationary period, the City, employee, and Union shall meet to discuss the reasons for the extension and determine if the extension is warranted. This employee may use accrued benefit time, to include holiday pay, after the initial six months. Probationary employees may be terminated at any time, for any reason, without recourse to the Grievance Procedure.

Section 3.3. Loss.

Seniority is lost and the employment relation is broken whenever an employee:

- A. Quits, resigns, retires is terminated or deceases; or
- B. Is absent without leave (AWOL) continuously absent and not present at any time, for a period of three consecutive workdays (meaning calendar days on which he was or would be scheduled to perform work for the City); or
- C. Is discharged for cause (probationary employees do not possess seniority and therefore cease to accrue any latent seniority at time of termination); or
- D. Overstays a leave of absence or vacation without prior authorization, or fails to satisfy notice and reporting conditions attached to any granted leave of absence or disciplinary action; or
- E. Performs no work for the City for any period of twelve consecutive months; or
- F. Is laid off for a period of over twelve consecutive months.

Section 3.4. Application.

City seniority shall be used in calculating benefit eligibility where service is a factor, and as a tie breaker in awarding time off for vacations or other conditional time off among employees filing timely requests for same.

Unit seniority shall be used as a tie breaker among employees who possess relatively equal qualifications in cases of timely filed applications for promotion to non-temporary, higher-classified work within the unit, in line with Section 3.5 Unit seniority shall be used to determine order of layoff and recall among qualified employees in line with Section 3.6.

Section 3.5. Filling Vacancies.

- A. Procedures. When and if the City wishes to fill a non-temporary vacancy in a bargaining unit position listed or referred to in Article 1, other than "Crew Leader and Assistant Division Manager," supervision shall post a "notice of vacancy" on City bulletin boards and shall leave said notice posted for at least three workdays. The notice shall identify the position by title and department, shall state the anticipated date by which the position is expected to be filled, and shall describe any special considerations bearing on qualifications. If the position is a trainee position, the notice shall so state. An employee (a "bidder") who wants to fill said vacancy must submit a written bid (on a form supplied by the City) to the person designated to receive bids by the end of the fifth workday following the posting date.
- B. Selection. Applicants (including bidders) deemed qualified to fill the vacancy shall be

ranked by the City in order of relative ability as determined by the City. For this purpose, “ability” shall be measured by factors such as job-relevant skills, experience, completion of required formal or practical training, demonstrated work performance and work habits, and physical qualifications. As between applicants (including bidders) whose abilities are relatively equal, the ranking shall be in line with relative Unit seniority. The position then may be offered in order of the ranking. An employee who bids, but refuses the position (if offered) without good reason may be precluded from future bidding for up to one year.

- C. Exclusions. The following are excluded from this procedure: transfers to fill temporary vacancies; assignments to specific jobs within classifications; assignments to salt routes, snow plow routes, sweeper work and priorities for emergency call-ins; and assignments to Crew Leader and Assistant Division Manager Positions.
- D. Rights Retained. The City retains the exclusive right to decide whether to fill a vacancy, when to fill a vacancy and what abilities shall be deemed necessary to make an applicant qualified for the vacancy. The City may withdraw a posting at any time up to the time the successful applicant is assigned to the vacancy on a non-temporary basis. If there are no qualified bidders the vacancy may be filled through any source. A vacancy may be filled temporarily during the selection process.
- E. Assignments to alternate start times for winter snow and ice control shall be made by division seniority. The posting shall specify the number of persons needed. If the minimum number of positions is not met, the remaining assignments will be made by reverse seniority. The City may assign additional employees to either start time for training purposes.

Section 3.6. Layoff, Recalls.

An employee who is laid off may displace a less senior (Unit seniority) employee from a lower or equal grade or classification provided that:

- A. Employee who is displacing the employee at the lower or equal grade or classification is more senior than the employee being displaced.
- B. Employee who displaces another employee in the following classifications must possess the appropriate license or certification necessary for the position the employee intends to displace at the time of the layoff. These classifications include: Lead Water Operator (Certified), Water Operator (Certified), Wastewater Operator (Certified), Assistant Division Manager Water, Assistant Division Manager WWT, Electric Meter and Communications Technician, Electric Meter and Communications Assistant Division Manager, Building Inspector, Plumbing Inspector, Code Enforcement Officer, Fleet Technician 2.
- C. The employee who displaces an employee in a lower or equal grade or classification must have the ability to perform the functions of the position the employee is displacing with additional training. There shall be a six-month probationary period for the employee that displaces another employee. The employee must perform the functions of the position satisfactorily within such probationary period. If the City deems that the employee is unable to perform the functions of the position satisfactorily at the conclusion of the probationary period, the employee shall be laid off from employment subject to the grievance procedure. Positions where employees shall not be displaced as the training cannot be achieved in the six-month duration include Fleet Technician 2, Lead Water

Operator (Certified), Laboratory Technician 2, Public Services Crew Leader, Sanitary Sewer Crew Leader, and Assistant Division Managers.

Employees subject to layoff must notify the Department Director and/or designee in writing of their interest in displacing another bargaining unit employee in an equal or lower grade within three working days. Employees must pass the functional capacity examination (FCE) within five working days of notification of interest in the position or be laid off.

Recalls shall be by unit seniority and shall expire after twelve months of layoff. Recalls are subject to all provisions within this section 3.6.

Section 3.7. Seniority Lists.

An updated roster shall be posted each six months with a copy distributed to the Union. Employees who possess common seniority dates shall be ranked for competitive seniority status purposes in line with the last four digits of their social security numbers (highest number equals highest seniority). Errors, if any, shall be made known to the City prior to any assertion of seniority rights in connection with promotions, layoffs, recalls, or time off preferences.

Article IV – Hours of Work: Straight Time / Overtime

Section 4.1. No Guarantee.

This section is intended to describe conditions to be regarded as overtime and shall not be construed to guarantee any minimum or maximum number of hours of work per day, week, month or year.

Section 4.2. Straight Time/Overtime.

- A. Work performed in excess of eight hours within a workday (24 hour period beginning at 12:01 a.m. each calendar day), in excess of 40 hours within a workweek (12:01 a.m. Monday to 12:00 midnight the following Sunday) and on the sixth consecutive day of work in a workweek, are paid at time and one-half.
- B. Work performed in excess of twelve consecutive hours, on a holiday, or on the seventh consecutive day of work in an employee's workweek is paid at double time. Once an employee has worked twelve consecutive hours and is receiving double time, the employee shall continue being paid at the double time rate into the new work day until released by his supervisor.

All work performed when an employee is "called-in" to work, even when the Division Manager or his designee determines the employee is no longer needed, shall be paid at time and one-half and receive a minimum of two hours of work or pay shall be guaranteed. An employee who is "called-in" on a Sunday or a holiday shall receive double time pay for a minimum of two hours of work or pay shall be guaranteed. A call-in circumstance shall exist only if at least two hours before the employee's normal start time and at least one hour or more after an employee has left work for the day.

- C. All other work is paid at straight time.

- D. Any hour paid for at overtime rate (time and one-half or double-time) or call-in pay shall not again be paid for at or counted in computing overtime pay, there shall be no pyramiding or duplication of overtime payments.

Section 4.3. Overtime Distribution.

Existing practices regarding assignment of salt and snowplow routes shall not be changed as a result of this Agreement, regardless of the overtime opportunities associated herewith. A record of overtime hours assigned or offered for any reason (“charged hours”) shall be posted biweekly for employees within each division. Assignment of non-emergency overtime shall be rotated so that the number of recorded hours charged to any employee in a particular division does not exceed the number of hours charged to any other employee in the division, subject to the following:

- A. When certain specialized employees are needed and/or required to perform special work above and beyond their regularly scheduled shift, the City shall be allowed to utilize such employees without regard to their overtime status. These specializations or “excluded tasks” could include facilities tasks, for example building mechanical system repairs, elevator maintenance response, and alarm system response. Additionally, dangerous tree response, welding, fire apparatus repairs, Crew Leader and Assistant Division Manager duties, and other similar tasks as required would also be excluded tasks. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- B. When specialized tasks and/or crews are needed and/or required to perform special work above and beyond their regularly scheduled shift i.e. concrete, asphalt, etc., the City shall be allowed to utilize those specialized employees in the crew without regard to their overtime status. Those employees with the least number of charged overtime hours would be asked first. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- C. Hours worked in respect to emergencies requiring a response as quickly as possible (i.e. tree(s) down on streets or highways or across power lines; obstruction preventing safe flow of vehicular traffic, snow and ice control, restoration of services, etc.) are excluded. When specialized skills are needed and/or required to perform snow and ice control, the City shall be allowed to utilize such employees without regard to overtime status. However, those skilled employees with the least number of overtime hours will be asked first within their assigned winter hours work group. The City will track these assigned hours as “excluded tasks” for purposes of equalizing overtime and shall be included in the “combined” total used to assign non-emergency overtime.
- D. Employees on leave of absence, extended illness, worker’s compensation, military leave or vacation, or who are otherwise not at work for any reason shall be charged with the number of hours they would have been assigned and/or offered, but for the absence.
- E. New employees upon initial entry into the group shall be charged hours equal to the

highest number of worked or charged hours accrued by any employee in the division for the overtime period (winter or summer) in effect when the new employee is hired. Transferees upon initial entry into the division shall be charged hours equal to the average number of hours worked or charged to the division, if the transferee is qualified to perform the work. Overtime work offered but not worked shall be counted in all distribution assessments.

- F. On-going work assignments need not be interrupted to maintain the balance of work or charged hours.
- G. The City shall not be obligated to hold over any employee in order to equalize overtime or for any reason.
- H. Employees may be required to work a reasonable number of overtime hours. Except in emergency cases, it shall not be deemed a violation of this provision for any employee to refuse daily overtime work with less than three hours advance notice or to refuse sixth or seventh consecutive day work with less than 24 hours advance notice or to refuse work amounting to more than 60 hours in a single workweek.
- I. Employees who wish not to work overtime may be excused from such work in particular cases if there are sufficient numbers of employees otherwise available within the division to perform the work required. In any such case, the employee with the least number of charged overtime hours in the division shall be required to work the overtime.
- J. The City shall not be obligated to work any employee overtime if employees are available to perform the work at straight time.
- K. There shall be no concerted refusals to work overtime.

Discrepancies in distribution shall be rectified solely by future assignment preferences. This process begins with the start of winter hours at which time all employees are brought to zero hours. At the conclusion of winter hours, all employees will again be brought to zero hours.

Nothing herein shall be construed to require that overtime work be made available or that work be performed on overtime rather than straight time. This section is not intended to modify the City's right to require that employees work overtime.

Section 4.4. Normal Workweek.

The normal sequence of work for full-time employees shall be either five consecutive eight-hour workdays, or four consecutive ten-hour workdays in a workweek. If the latter workweek is adopted, hours in excess of eight but less than ten shall be paid at straight time.

Hours of work within a workday shall be established by the City within the following parameters:

- a. There shall be no split shifts except by special agreement;
- b. The first shift normally shall commence for all workers sometime between the hours of 6:00 a.m. and 9:00 a.m. as posted in each department;

- c. Work shifts in all non-continuous operations shall include a 30-minute unpaid lunch break or a 20-minute paid lunch at the discretion of the Division Manager and/or his designee and one 15-minute paid “coffee” break. The Division Manager and/or his designee will have the discretion to allow the employee to leave 30 minutes early if the employee has had a 20-minute paid lunch. Break periods shall be allowed during extended (overtime) shift hours as circumstances warrant, in line with past practices;
- d. As stated in Section 4.1 there are no guarantees.

Section 4.5. Clean-Up Period

There shall not be a routine clean-up period; employees normally are expected to “clean-up” on their own time; provided that, supervisors will normally allow reasonable time to facilitate on-the-clock clean-up in case of abnormally dirty jobs, and no such orders shall create any precedent.

Section 4.6 – Time Clock.

All employees shall be expected to comply with the regulations implemented by the employer with regards to such time clock.

Section 4.7. Changes to Schedules.

- A. Permanent. It is recognized that the City traditionally has employed employees in the classifications listed in Article I on a Monday-Friday day shift basis with only occasional full-time evening work scheduled, but this Agreement shall not be construed necessarily to limit the City to that type of schedule. In the event the City shall elect to work employees in any of the listed classifications on a regular basis other than Monday-Friday day shift (Tuesday-Saturday and/or evening shifts), the following shall apply:
 - 1) The Union shall be given notice of intent to adopt a non-traditional schedule at least four weeks prior to the effective date;
 - 2) The City shall bargain with the Union, on request, regarding the “impact” matters of order of assignment, sequence of days or hours, and Steward representation; and;
 - 3) The City shall not arbitrarily switch employees from one schedule to another or with less than one week’s prior notice to the affected employees.

Provided the required notice has been given, the City may implement its schedule while bargaining, if any, is in progress, if and to the extent that the nontraditional schedule is being adopted to meet legal obligations imposed on the City by state or federal law (environmental laws, regulations, order, for example). If and to the extent that a non-traditional schedule is being adopted solely at the option of the City, and no agreement is reached on the matter, then the provisions of Article XIV shall be inapplicable to any otherwise lawful economic action taken, on or after date of implementation of the schedule, in support of a party’s position, provided that necessary notices and mediation requirements have been fulfilled; this shall not be deemed a waiver by the City of the “essential services” limitation on strike action.

- B. Temporary. It is understood and agreed that the City retains the right to start shifts early to accommodate particular needs or circumstances (street sweeping, hot weather, barricade set-up, etc.) provided that the new start time is announced prior to the end of the preceding release from work, and that the new start time does not exceed the regular start time by more than two hours.

Article V – Wages and Wage Rates

Section 5.1 Rates, Progressions, and Increases.

FY 2018/2019 The minimum/maximum wage ranges are established according to Appendix A. Employees shall receive a 1.50% wage increase. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91%, or the maximum of the range, whichever is less, on the employee's anniversary date.

FY 2019/2020 All employees shall receive a 1.50% wage increase on 5/1/2019. The maximum salary for each range shall be adjusted accordingly. Minimum of the ranges are 75% of the maximum salary for each range.

Employees in progression shall receive up to an additional step increase of 4.91% or maximum of the range, whichever is less, on the employee's anniversary date.

Signing Bonus: For each fiscal year of this bargaining agreement only (FY 2018/2019 and FY 2019/2020), Bargaining Unit members will receive a one-time, non-precedential signing bonus of 1.50% times their base wage times 2,080 hours. This bonus will be paid for each year of the contract on the second payroll of the fiscal year.

The City agrees to apply the wage schedule attached as Appendix A to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2018, on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively. This payment shall be made within 45 days of the signing, by both parties, of this Agreement.

Section 5.2 Transfers/Upgrades.

Employees, as directed by supervision, who are transferred temporarily to work in a higher grade, shall be paid for all hours worked. Division seniority shall be used as a tie breaker among employees who possess relatively equal qualifications. Employees will not be paid at the higher rate if the upgrade is for reasonable training or qualification purposes.

Employees working in a higher grade shall receive a 5% increase to their current hourly rate or the minimum hourly rate for the higher grade, whichever is more, as upgrade pay, not to exceed the maximum salary for the upgraded range. Employees working in a job classification that is in a lower grade shall be paid at their regular hourly rate.

Section 5.3 Stand-By: WWT Plant Operator Assistant/Operators/Assistant WWT Foreman.

WWT Plant Operator/Assistant Division Managers shall receive Monday – Friday one hour and a half (1½) per day at straight time; for Saturday and Sunday, three (3) hours per day at straight time; and for City-recognized holidays, five and a half (5½) hours per day at straight time. While on stand-by the employee is expected to report to work within the 60-minute time period. Failure to report to work within such time period may result in progressive discipline. However, if an employee is unable to report to work on time during an emergency call due to a circumstance beyond his control, such as a bonafide vehicle breakdown, accident, etc., discipline shall not be applied. Employee may be required to provide proof/documentation in order to avoid discipline under that scenario.

Section 5.4 New Employees.

The City may, at its own discretion, hire a new employee and place that employee at any rate that the City feels is adequate and commensurate with the classification for which the employee was hired.

Article VI – Paid Time Off

Section 6.1 Holidays.

A. Holiday Observed. The holidays to be observed shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day (full day)
Labor Day	Christmas Day

Employees hired prior to May 1, 1998, shall receive 18 hours of personal leave annually. Employees hired after May 1, 1998, do not receive the extra personal leave.

B. Eligibility for Holiday Pay. An employee shall be eligible for holiday pay (8.0 hours at straight time) if he is non-probationary and works the last scheduled shift before the holiday and the first scheduled shift after the holiday. An employee who fails to work on either of the qualifying days with respect to a holiday shall nevertheless receive holiday pay for that holiday if:

- 1) He has received permission from his Supervisor to be absent on the qualifying day; and
- 2) He performed work for at least one full shift during the pay period immediately preceding the holiday. This means that employees on long-term leave of absence, illness or medical leave, or on disciplinary suspension, are not eligible for holiday pay.

- C. **Compensatory Time – Banked Holiday.** An employee who is required to work on a paid holiday may waive the holiday pay and receive instead a compensatory banked personal holiday to be taken at a future date. Employees shall only be eligible to bank holiday hours actually worked. Banked holidays shall be taken within the City’s fiscal year in which they are earned, shall be scheduled at least three regular workdays in advance, and may be taken only with the consent of supervision. Banked holidays not observed prior to the end of the fiscal year in which earned shall be paid for by the City at the end of the fiscal year at the rate of pay in effect when the holiday was earned. Clarification notes: banked holiday time is earned at straight-time; in a case where one or more but not all timely requests for a particular banked holiday day off can be allowed in a work unit, City seniority shall be the tie-breaker.

Section 6.2. Vacations.

- A. **Eligibility Requirements.** To be eligible for vacation an employee must have six months or more of active continuous full time employment, on the anniversary of employment date, and active employment status on the date(s) vacation is taken.
- B. **Accrual Dates.** An employee accrues vacation, pro-rated to the schedule shown in paragraph(c), biweekly while in active service, but may not take vacation until completion of his anniversary date. No vacation is accrued in any month in which the employee performs no work.
- C. **Amount of Vacation. Employees hired prior to 5/1/98.**

Length of Continuous Service on Anniversary	Days of Paid Vacation
1, but less than 5 years	10
5, but less than 10 years	15
10 years	16
11 years	17
12 years	18
13 years	19
14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 years	25

Amount of Vacation. Employees hired after 5/1/98.

Length of Continuous Service on Anniversary	Days of Paid Vacation
1, but less than 5 years	10
5	11
6	12

7	13
8	14
9, but less than or equal to 14	15
15	16
16	17
17	18
18	19
19	20

D. Pay. Vacation pay shall be 8.0 hours at straight time in effect for the employee’s regular job classification on the payday in which an employee actually takes vacation time, for each full day of vacation.

E. Time for Vacation. Vacation time shall be taken during the one-year period following accrual date as follows:

Employees shall have a maximum of one year and one week of accumulated vacation time at the employee’s anniversary date. If the employee has more than one year’s worth and one week of accumulated vacation time accumulated at the time of the employee’s anniversary date the excess shall be forfeited.

F. Payment in Lieu of Vacation. No payment in lieu of vacation time taken will be made except as provided at the time of resignation or unless the excess vacation accumulation occurred because the employee was asked/directed to postpone previously scheduled vacation by his department director/supervisor. Any such vacation payment shall require a written application for payment, signed by the respective Department Director, which specifically defines the circumstances that necessitated its usage; and, that only the amount of vacation time, which was actually postponed at the City’s request, will be paid.

An employee may not utilize accumulated vacation time to extend creditable service during the twelve-month period following accrual.

G. Scheduling. On or about December 1st, but prior to December 15, employees of each division may request, from his supervisor, a vacation for the period from January 1 through and including February 15 of the following year. Each employee shall select his vacation for no less than one week, nor more than two weeks of consecutive vacation at a time. In the case of a conflict with vacation requests within the division, supervisors shall approve the vacation request for the employee, based upon City seniority. Approval of this vacation will not supersede or override vacation requests already approved. The vacation period requested shall be reviewed, and the supervisor will approve or deny such vacation request within two weeks of the request. The vacation schedule shall be posted on or before December 31.

Thereafter vacation requests shall be handled on a first requested, first received basis subject to approval by supervision. Employees shall be allowed to extend requested vacation times utilizing holidays and personal days, with prior permission of supervision as

follows:

- 1) An employee must request such vacation no later than two weeks prior to the anticipated date of use. The supervisor or his designee will approve or deny such vacation requests within one week of the request.
- 2) An employee may request up to one day of vacation 24 hours in advance before the start of the workday that time off is requested. Employees may use vacation in increments of one-half day or more. For this purpose one-half day shall equal the time before or after lunch. Supervisors shall attempt to adjust the lunch hour for half-day purposes when reasonably possible.

H. Separation. Upon an employee's separation from City employment, he shall receive compensation at his then hourly rate for each hour of accumulated, unused vacation time.

Section 6.3. Sick Time.

- A. Rate. Employees shall be credited with eight hours of sick leave for each month of active employment since most recent date of hire. An employee may use accrued sick leave after one month of employment. Sick leave is not to be considered a privilege that an employee may use at his discretion, but shall be allowed only in cases of actual sickness or disability of the employee, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. Sick leave also may be used with supervisory approval for the illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. In order to receive sick time compensation the employee must notify his immediate supervisor at least 15 minutes before the employee's normal start time and state who actually sick etc. is. If an employee is absent for more than two working days or if an employee claims sick leave repeatedly on Mondays or Fridays, or on days preceding or following holidays or vacations, or in respect to more than two separate illnesses within any three-month period, or in cases where family and medical leave act apply or when City reasonably suspects abuse, the employee may be required to file a physician's certificate of illness or disability.
- B. Abuse. Any employee, who is found to have abused the intent of the sick leave privilege, shall be subject to discipline up to and including discharge.
- C. Termination. An employee who ceases to be employed by the City shall be compensated for unused sick leave at the rate of 48 hours for each year of employment accrued prior to termination up to the maximum amounts defined by the following schedule:

Full Years of Service	Maximum Payout
0 – 5	120 hours
6 – 15	450 hours
16 or more	600 hours

Provided, however, employees with hire date of 5/1/94 or later shall receive a maximum of 450 hours as determined by the above schedule only upon retirement.

Further provided that, an employee whose seniority terminates for one or more of the reasons described in paragraphs (B), (C) or (D) of Section 3.3 shall receive no compensation for unused sick leave.

- D. Doctor's Appointments. Employees shall schedule doctor's appointments on non-duty time. When such scheduling is not possible the employee shall make every attempt to schedule the doctor's appointment at the beginning or end of their work day to minimize disruption.
- E. Outside Employment. An employee shall not engage in any outside employment while on sick leave from their City employment.

Section 6.4. Family Medical Leave Act.

Qualified leaves under the Federal Family Medical Leave Act shall be governed by the City's Family Medical Leave Act policy and shall not be subject to the grievance procedure.

However, Employees shall continue to accrue seniority while on Family Medical Leave Act leave and such accrual shall be subject to grievance procedure.

Section 6.5. Jury Duty.

An employee who is summoned to report for jury duty shall be excused from work without loss of regular straight time pay for the period of time, which he is required to be away from work and during which he would have otherwise been scheduled to work. The City reserves the right to request the Court to release the summoned employee from jury duty in cases where the City determines that the employee cannot reasonably be spared from City work duties. An employee who is scheduled to perform jury duty just prior to or immediately following his regular work shift shall work his regular shift, unless expressly excused by supervision. An employee shall immediately notify supervision if he is required to report for jury duty.

Section 6.6. Funeral Leave.

In the event an employee suffers a death in his immediate family (as outlined in the City Personnel manual as of May 1, 2006), funeral leave of up to three workdays may be granted by supervision. Such time shall be used for the purpose of attending the funeral, necessary travel associated therewith, making funeral arrangements and attending to other matters which cannot be attended to outside work time and arising directly in relation to the relative's death or funeral. If more than three workdays are needed for the death of a spouse, parent or child, an additional two workdays of funeral leave may be granted by the Department Director or his designee.

Paid leaves of absence in addition to the foregoing, arising in relation to a death within the immediate family shall be handled as requests for, and chargeable to, vacation.

Section 6.7. Personal Leave.

An employee in active service may receive up to 24 hours paid time off per calendar year to conduct personal business that cannot be conducted outside of work time.

- A. Personal time may be used in one hour increments. The employee must request this personal time at least 24 hours before the start of the workday the time off is requested.
- B. If the employee requests personal time with less notice than provided in 6.7 (a), this notification must occur at least 15 minutes prior to the employee's scheduled start time, and the employee must use a minimum of four hours of personal time. Such time off may not be taken without the approval of supervision conditioned on such advance notice requirements as the Division Manager or his designee may specify in line with departmental need.

Employees are eligible to receive an additional eight hours of personal time off (maximum of 32 hours per calendar year) provided they meet all of the following criteria:

- A. Employee worked all full pay periods in the previous calendar year.
- B. Employee uses six or less sick days during that calendar year.

Section 6.8. Donation of Vacation/Personal Leave.

Any employee is eligible to receive vacation and/or personal time from any employee or to donate vacation and/or personal leave time to any employee. The following guidelines govern the donation of vacation and/or personal leave from one employee to another:

Up to 48 hours of vacation and/or personal leave may be donated to any employee by another employee if the employee, the employee's spouse or child is suffering from a non-work related, severe, or life threatening illness, injury, impairment, or physical or mental condition, which has caused or would cause the employee to:

- A. Be unable to perform his regular work duties as documented by a medical doctor's certification describing the nature of illness and prognosis for the employee and/or the employee's spouse or child.
- B. Take leave without pay.

An employee shall be eligible to receive donated vacation and/or personal leave if the following conditions exist:

- A. The employee has exhausted all his paid leave including but not limited: sick leave, personal days, vacation, and compensatory time.
- B. The employee has a minimum of one year of service and had no less than one-half of the sick leaves that the employee was eligible to accrue by virtue of his length of service in his sick bank at the onset of the qualifying illness or injury.

- C. The request for donation of vacation and/or personal leave to the employee is approved by the Department Director.

An employee shall be eligible to donate vacation and/or personal leave to another employee if:

- A. The donation of such leave will not cause the accrued vacation and/or personal leave balance of the donating employee to be less than 40 hours at the time that donation is requested.
- B. The request for donation is submitted to Human Resources in writing and is approved by the Department Director.
- C. The donation is made in eight-hour increments. When donation of vacation and/or personal leave is requested, and at any other time during the use of donated leave, an employee shall be required by the City to provide a physician's statement or other medical evidence necessary to establish that the illness, injury impairment, or physical or mental condition is severe or life threatening and prevents the employee from performing his regular work duties when requested. If an employee fails to provide evidence as required, the use of donated vacation and/or personal leave may be denied or terminated.

Donated vacation and/or personal leave may only be used for the duration of the current illness, injury, impairment or physical or mental condition of the employee, the employee's spouse or child for whom it was donated.

Donated vacation and/or personal leave shall not be transferable to any other employee but maybe applied retroactively for a period not to exceed 30 calendar days on behalf of the employee for whom it was donated.

Use and acceptance of donated vacation and/or personal leave shall terminate upon medical certification that:

- A. The severe illness, injury, or impairment of physical or mental condition is no longer life threatening; or
- B. The employee is able to return to work; or
- C. The employee terminates, retires or goes on disability. The employee must go on disability after 30 calendar days of the illness.

Donated leave shall be compensated according to the receiving employee's regular rate of pay. The rate of pay of the donating employee shall not be a factor in determining the amount of compensation the recipient employee receives.

Any unused portion of vacation and/or personal leave shall be prorated among all donating employees based upon the original amount of donated leave time. Donated leave shall not be returned to donating employees in increments of less than one full hour or to any person who is no longer a City employee.

Article VII – Unpaid Leave

Section 7.1. Leave for Illness, Injury or Disability.

- A. Unpaid, job-protected leave will be granted by the City in compliance with the Family Medical Leave Act (FMLA), during which time seniority shall accrue, just as it does for a work-related injury compensable under workers' compensation.

- B. The City may also grant additional extended leave in line with the guidelines articulated in the City's Personnel Policy Manual. Job protection for any extended leave granted by the City will apply in the same manner as it does under FMLA.

Article VIII – Insurance: Medical and Dental Expense Indemnity

Section 8.1. Life Insurance.

The City shall continue to pay the premium necessary to provide a term life and accident insurance policy for employees. The amount of premium for which the City is obligated shall be the amount necessary to provide the amount of insurance in force as of January 1, 1992.

Section 8.2. Health Insurance.

The employees covered by this Agreement shall receive the same health insurance as provided to all other City employees.

Employees shall pay 25% of dependent coverage for health care costs. The dependent health care costs shall be calculated based on the City's procedure in effect on May 1, 1994. The employee shall be allowed to participate in the City Healthy Program.

The parties agree that should any government regulation impose obligations on either party regarding provision of insurance benefits, the parties will reopen the contract for the purposes of discussing the impact of such legislation.

Section 8.3. Plans Control.

Except as modified herein, the terms of the Plans shall govern and control all applications. The City may self-insure in whole or in part the indemnity plans. Denial of benefits shall not be subject to appeal through the grievance/arbitration procedure; appeals shall be affected only via procedures afforded by the Plans.

Article IX – Working Conditions

Section 9.1. Safety.

The City agrees to provide employees with a safe and healthy workplace and to abide by all Federal, State and Local safety regulations. All employees shall adhere to safety and health rules promulgated by the City or by other governmental agencies having requisite jurisdiction. Failure to do so shall be deemed just cause for disciplinary action up to and including termination.

Employees are required to wear uniforms, including safety footwear. Employees will be reimbursed up to \$165 for each fiscal year for the term of the contract for the purchase of steel-toed rating ANSI Z41 PT99 I/75 C/75 footwear. Employees are expected to wear these shoes

while at work, and the shoes must be in good, safe condition.

Section 9.2. Tool Breakage.

- A. Employees who are assigned to the positions assigned to the Fleet Division may be required to furnish their own tools. The City shall establish the type and number of tools.
- B. The City will provide any special tool necessary for the employee to perform a specific task. The tool furnished by the City is the property of the City and the City maintains sole discretion as to whether the tool will be purchased.

The employee is responsible for returning any and all tools, which are owned by the City. The employee is also liable to reimburse the City for the cost of a tool, which the City furnished, to the employee, if the tool is not returned or returned in non-workable condition, due to the negligence or deliberate misconduct of the employee.

- C. With supervisory approval, an employee who breaks or loses a personally owned tool during the performance of the employee's assigned job, the City will replace the tool with a tool of equal quality, provided that the tool cannot be replaced with the manufacturer's warranty and was used at the direction of the City.

Section 9.3. No Discrimination.

- A. Equal Employment Opportunity. The City will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.
- B. Prohibition against Discrimination. Both the City and the Union agree not to illegally discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, age or national origin.
- C. Union Membership or Activity. Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 9.4. Remedies.

Except for employee claims alleging interference or discrimination based upon Union membership or activity, any alleged violation of Section 9.3 shall be processed through the appropriate federal or state agency, and shall not be subject to the grievance procedure contained in this Agreement.

Section 9.5. Temporary Employees. Part-Time Employees.

The City reserves the right to employ extra employees on a temporary/full time, or temporary/part time basis. They may be assigned or offered overtime work provided the other members of the immediate work crew to which they are assigned have been offered the same. Temporary employees shall be considered probationary for all purposes, shall not advance on the salary schedule, may be terminated at any time and for any reason, and may not seek recourse through the grievance procedure, shall not be eligible for health care benefits or paid time-off

benefits. It is understood that the City shall not be obligated to displace temporary employees on overtime with regular employees assigned to other crews and projects. The City may employ temporary employees for a continuous six -month duration when hired to supplement a fully-staffed division. Otherwise, the City may employ temporary employees for leaves such as Worker's Compensation, Disability, Medical Issues, Military Leave, FMLA, etc. for up to one year; if additional time is needed it will be mutually agreed upon with the Union.

Section 9.6 Community Restitution.

The City will ensure that bargaining unit employees will not supervise the work of community restitution workers. The City will attempt to ensure that bargaining unit employees and community restitution workers will not work in the same crew.

Section 9.7. Employee Obligations and Responsibilities.

As a condition of employment and subject to other terms and conditions of this Agreement, each employee shall maintain regular attendance at work, reporting and remaining at work each day as scheduled (except when expressly excused for approved vacations or personal leave, illness, leave of absence, or paid time off utilization); shall maintain himself in a fit physical condition to the extent necessary to perform his assigned duties; shall apply himself diligently, efficiently and cooperatively to his assigned work activities, at all times lending his best efforts to the tasks at hand; shall faithfully adhere to prescribed work rules and safety regulations adopted by the City; and shall reasonably cooperate with and assist management to address and abate emergency conditions when called upon to do so.

Section 9.8. Ratification and Amendment.

This Agreement shall become effective when ratified by the City Council and the Union and signed by authorized representative(s) thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 9.9. Maintenance of Economic Benefits.

All direct and substantial economic benefits provided to members of this bargaining unit on the date the contract is executed that are not provided for by this contract shall remain in effect as provided pursuant to the City Personnel Manual as the same may be changed from time to time.

Section 9.10. Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof. Absent agreement, either party may with 21 days notice, enforce its position with lawful economic action notwithstanding Article XIV.

Section 9.11. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the

express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the Management Rights clause, Article II, except as provided in Section 9.9 respecting economic benefits. 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 ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

Section 9.12. Drug/Alcohol Substance Use Policy.

All employees will comply with all Department of Transportation regulations as outlined in the City of St. Charles Substance Use Policy for DOT employees.

Section 9.13. Termination and Disciplinary Action.

The City shall not discharge or suspend any non-probationary employee except for just cause. The City agrees with the tenets of corrective discipline progressively applied and hereby declares intent to utilize written reprimands when possible and appropriate prior to the use of suspension or discharge.

The intention to utilize corrective written reprimands in lieu of suspension or discharge shall not apply to an offense which indicates some significant shortcoming which renders the employee's continuance in his position detrimental to the City, or to an offense for which the employee has been suspended within the preceding twelve months, (or where an employee has been warned and not suspended in the preceding twelve months), or to offenses such as dishonesty, gross insubordination, gross negligence, and/or creation of serious (as defined by OSHA) safety hazard.

For discipline that may lead to a suspension, prior to notifying the employee of the contemplated measure of discipline to be imposed, the City shall meet with the employee involved and inform him of the reason why disciplinary action is being contemplated. Employees shall be informed of their right to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline or explain why disciplinary action is not justified. Reasonable extensions of time for rebuttal purposes will be allowed when requested. For discipline other than oral or written reprimands, the City shall notify the Union Business Representative of such meetings; such notification shall be in writing and reflect the specific nature of the offense and the date and time of the meeting. Human Resources will make every attempt to provide the Union Business Representative with the facts needed to properly represent the Employee at a Pre-Disciplinary meeting while maintaining confidentiality of the information shared. Employee shall be given no less than 24 hours notice of a pre-disciplinary meeting. The City will not retaliate **in any way, shape, or form** against employees who file a grievance.

Coachings are not to be considered as discipline, and the purpose of coachings are to encourage corrective action and improvement in the workplace.

Disciplinary actions, except for letters regarding Violence in the Workplace, Sexual Harassment,

Drug/Alcohol Violations and Theft, shall be purged from all records as soon as twelve months have elapsed since the employee was last warned for the offense, at the employee's request.

Article X – Labor- Management Committee

Section 10.1. Scope.

The Union and the City mutually agree that in the interest of management and employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall be held monthly, as needed. Such meetings shall be limited to:

- A. Discussing the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.
- C. Conferring on matters of mutual interest.
- D. Safety practices and procedures within the Public Works Department, equipment additions, and/or facility modifications.

Section 10.2. – Conditions.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at meetings of the Labor-Management Committee, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

Section 10.3. – Attendance.

Union representatives who attend during working hours shall be permitted to attend without loss of pay. Normally, no more than four persons from each side shall attend these meetings, schedules permitting.

Article XI – Grievance Procedure

Section 11.1. Grievance Defined.

A “grievance” is a difference of an opinion between an employee or the Union and the City, with respect to the meaning or application of the express terms of this Agreement. Grievances regarding disciplinary actions of a suspension or greater may be appealed directly to Step 2.

Section 11.2. Procedure.

Grievances will be discussed first with the Division Manager within five working days of the incident or the occurrence first giving rise to the grievance. If the incident giving rise to the grievance is such that the grievant would not normally be aware of it within the five working days, then the time will expire five working days after the grievant reasonably should have been aware of it. The Division Manager and grievant will discuss the incident and will attempt to resolve the issue. If the Division Manager is not available in the five working days, the grievant may be granted an additional five working days. If an agreement is not reached, the employee may follow these procedures:

- Step 1: The grievant must present the grievance, using the proper grievance form (Appendix B) to his manager within five working days of the discussion. If the grievant does not

have a manager, the grievant may initiate Step 2 within five days. If the manager does not reply within five working days, or if the grievant is dissatisfied with the response of the manager, the grievant may initiate the next step.

Grievances over disciplinary actions shall be filed directly at Step 2 within five working days after the City makes its decision known to the employee and the Union in line with this agreement.

- Step 2: The grievant must submit the grievance form to the Department Director or his designee within five working days of the receipt of the Manager's decision in Step 1 or discussion with the Division Manager if the grievant does not have a Manager. The grievant, the Union, a human resources representative, and the Department Director and/or designee shall meet to discuss the grievance at this step. The Department Director or designee will give a written response within five working days of the grievance meeting. Employees may initiate Step 3 after this step. The information obtained to make a discipline decision of a written warning or higher shall be given to the union's business representative.
- Step 3: Grievants who are dissatisfied with the Department Director's or designee's decision may submit the grievance form for a determination to the City Administrator within five working days of the receipt of the Department Director's or designee's response. The grievant, the Union, a Human Resources representative, and the City Administrator shall meet to discuss the grievance at this step. The City administrator will give a written response within five working days of the grievance meeting.

Section 11.3. Binding Arbitration (Step 4).

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by giving written notice to the City Administrator within 21 working days after receipt of the City Administrator's answer in Step 3. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five arbitrators, with the requirement that each shall be a member of the National Academy of Arbitrators and reside in Illinois. Upon receipt of the panel, the parties shall strike names alternately (first strike determined by coin-flip) until only one name remains, and the person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and a place for hearing, subject to the availability of the City and Union representatives. The arbitrator shall not, in his decision or award, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his binding recommendation shall be based solely upon an interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, the fee and expenses of the arbitrator, shall be divided equally-between the City and the Union.

Section 11.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 11.2. And 11.3 above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, unless the parties have mutually agreed in writing to extend a relevant time limit. If the City fails to provide an answer within the time limits so provided, the employee or the Union may immediately appeal to the next step.

Section 11.5. Investigation and Discussion.

Investigation and Discussion. All grievance discussions and investigations shall take place in a manner, which does not interfere with City operations.

Article XII – Training & Education.

Section 12.1. Tuition Reimbursement.

This benefit will be maintained, subject to policies spelled out in the City Personnel Manual.

Section 12.2. Payment for Training Licenses.

If the City mandates any license or additional licensing and/or further education, the City shall reimburse the employee for all costs including reasonable study time, transportation, education, and license fees.

Article XIII – Stand-by & Call-in Response Time

Employees are expected to report to work within the 60-minute time period. Failure to report to work within such time period may result in progressive discipline. However, if an employee is unable to report to work on time during an emergency call due to a circumstance beyond his control, such as a bonafide vehicle breakdown, accident, etc., discipline shall not be applied. Employee may be required to provide proof/documentation in order to avoid discipline under that scenario.

Article XIV – No Strike/No Lockout

Section 14.1. No Strikes.

There shall be no strikes, sympathy strikes, or any other individual or concerted refusal to work or interference with work during the term of the agreement. This provision shall not apply to lawful union picketing and/or if the City refuses to follow the procedures outlined in Article XI. An employee shall not be disciplined if he or she refuses to cross a lawfully established picket line if such employee(s) believe(s) that his personal safety is at risk for crossing such a picket line and if the employee(s) notifies his supervisor or designee immediately.

There shall be no lockouts during the term of this Agreement.

The Union agrees that during the life of this agreement that the union shall not conduct picketing directly on City owned premises. This does not preclude the union from legally picketing on any public right(s) of way.

Section 14.2. Union Responsibility.

In the event the City requests assistance from the Union or from any of its officers or Stewards to stop violations of Section 9.1, the Union and its officers and Stewards shall give such assistance fully and immediately.

Article XV – Commuter Option Program

If the employer implements a commuter option program for City employees, such program shall apply to employees governed by this contract. Prior to implementation the City agrees to meet with Teamsters representatives to discuss proposed changes.

Article XVI – Termination of Contract

Section 16.1. Termination in 2018.

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 120 days prior to the anniversary date that it desires to terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than 90 days prior to the anniversary date. In the event no agreement is reached by April 30, 2020, and unless there is mutual agreement to extend this Agreement, this Agreement shall terminate effective Midnight April 30, 2020, and shall thereafter be of no force or effect in any respect whatsoever.

LOCAL UNION NO. 330
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF ST CHARLES, ILLINOIS

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Date: _____

Appendix A – Salary Ranges

Department/Division	Position	2018/2019 1.50%		2019/2020 1.50%	
		Min.	Max.	Min.	Max.
Grade 1					
Public Services	Laborer	\$25.94	\$34.59	\$26.33	\$35.11
Building and Code Enforcement	Code Enforcement Officer	\$25.94	\$34.59	\$26.33	\$35.11
Grade 2					
Inventory Control	Procurement Technician	\$27.87	\$37.16	\$28.29	\$37.72
Electric/Water Meter and Communications	Water Meter Tester	\$27.87	\$37.16	\$28.29	\$37.72
Public Services	Maintenance Technician	\$27.87	\$37.16	\$28.29	\$37.72
Public Services	Laborer/Sign Technician	\$27.87	\$37.16	\$28.29	\$37.72
Sanitary Sewer	Laborer/Operator (non-certified)	\$27.87	\$37.16	\$28.29	\$37.72
Public Services	Laborer/Operator (non-certified)	\$27.87	\$37.16	\$28.29	\$37.72
Water	Laborer/Operator (non-certified)	\$27.87	\$37.16	\$28.29	\$37.72
Fleet	Welder (non-certified)	\$27.87	\$37.16	\$28.29	\$37.72
Grade 3					
Wastewater Treatment Plant (WWT)	Certified Operator	\$29.35	\$39.14	\$29.80	\$39.73
Lab	Lab Technician I	\$29.35	\$39.14	\$29.80	\$39.73
Public Services	Crew Leader	\$29.35	\$39.14	\$29.80	\$39.73
Water	Certified Operator	\$29.35	\$39.14	\$29.80	\$39.73
Fleet	Fleet Technician I	\$29.35	\$39.14	\$29.80	\$39.73
Sanitary Sewer	Crew Leader	\$29.35	\$39.14	\$29.80	\$39.73
Grade 4					
Electric/Water Meter and Communications	Electric Meter & Communications Technician	\$30.69	\$40.92	\$31.16	\$41.54
Lab	Lab Technician II	\$30.69	\$40.92	\$31.16	\$41.54
Fleet	Fleet Technician II	\$30.69	\$40.92	\$31.16	\$41.54

Fleet	Lead Fleet Technician	\$30.69	\$40.92	\$31.16	\$41.54
Water	Lead Certified Operator	\$30.69	\$40.92	\$31.16	\$41.54
Grade 5					
Sanitary Sewer	Assistant Division Manager - Sanitary Sewer	\$31.33	\$41.78	\$31.80	\$42.40
Electric/Water Meter and Communications	Assistant Division Manager - Meter & Communications	\$31.33	\$41.78	\$31.80	\$42.40
Fleet	Assistant Division Manager - Fleet	\$31.33	\$41.78	\$31.80	\$42.40
Public Services	Assistant Division Manager - Public Services	\$31.33	\$41.78	\$31.80	\$42.40
Wastewater Treatment Plant (WWT)	Assistant Division Manager - Wastewater	\$31.33	\$41.78	\$31.80	\$42.40
Water	Assistant Division Manager - Water	\$31.33	\$41.78	\$31.80	\$42.40
Grade 6					
Building and Code Enforcement	Building Inspector	\$31.57	\$42.09	\$32.04	\$42.72
Building and Code Enforcement	Plumbing Inspector	\$31.57	\$42.09	\$32.04	\$42.72

Appendix B

CITY OF ST. CHARLES FORMAL GRIEVANCE COMPLAINT FORM

Employee Name:	Division:
Date Grieved Incident Occurred:	Time:
Section of Contract Violated:	
Name of first line supervisor (foreman) with whom grievance was discussed in the informal phase of the grievance procedure:	Date of discussion:
Provide a written statement of the grievance and the facts upon which it is based:	
Provide an allegation of the specific wrongful act and harm done.	
Provide a statement of the remedy or adjustment you are seeking.	

I certify that I personally received this written formal grievance form.

Supervisor's Name:	Date:
	Time:

**Letter of Understanding between the
City of St. Charles and
Local Union No. 330 - International Brotherhood of Teamsters**

The following Letter outlines the additional items of understanding reached by the parties during the course of negotiations for the 2018 Collective Bargaining Agreement (“Agreement” hereinafter) made and entered into by and between the City of St. Charles, Illinois (“City” hereinafter), and the General Chauffeurs, Salesdrivers and Helpers, Local Union 330, an affiliate of the International Brotherhood of Teamsters. Notwithstanding the language of the current Agreement, the following shall apply:

- 1) The employee so employed in the position of Code Enforcement Officer in the Economic & Community Development Department, Building and Code Enforcement Division, who was hired prior to the date of ratification of the present Agreement (employed effective April 3, 1995), shall continue to be paid at Grade 4.

- 2) The employee who had been “grandfathered,” prior to the date of ratification of the present Agreement, beyond the prior Residency requirement(s) of the City as outlined under Article 13 of the previous Agreement (effective May 1, 2014 - April 30, 2018), shall be granted continuing “grandfathered” status with respect to reporting, stand-by and call-in response times.

LOCAL UNION NO. 330
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF ST CHARLES, ILLINOIS

By: _____

By: _____

Date: _____

Date: _____